REQUEST FOR QUOTES (#Q16-004)

CITY OF LEANDER - POLICE AND FIRE DEPARTMENTS' PARKING REHABILIATION PROJECT

DUE 04/1/2016

PART I - GENERAL

1. **PURPOSE**: The City of Leander, herein after "City", seeks to establish a contract with a qualified person, firm or corporation, herein after "Respondent", to provide full, turnkey services inclusive of necessary equipment and labor to repair asphalt and base material, resurface the Police Department's Parking Lot, and re-stripe both the Police Department and adjacent Fire Department parking lots along Sonny Drive in Leander Texas.

2. **SCOPE OF WORK**: The project includes rehabilitation of both the Police and Fire Departments' Parking Lots. The Police Department's parking areas include approximately 104 square yards of asphalt and base material repairs, 3,801 square yards of resurfacing or seal coating, split into two phases and associated stripe removal (if necessary) and re-striping of standard and ADA parking areas, and fire lanes, including lettering to match the existing stripes. The second phase of the Police Parking area will allow use of one parking area while the other is being rehabilitated. The Fire Department's Parking area includes only stripe removal (if necessary) and re-striping of standard and ADA parking areas, and fire lanes, including lettering.

3. **BUDGET FOR THE SCOPE OF WORK IS APPROXIMATELY $30,000.**

4. **DEFINITIONS, TERMS AND CONDITIONS**: By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City's Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City's website by visiting **http://www.leandertx.gov/finance/page/purchasing**.

   4.1. Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the response document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.

5. **ATTACHMENTS**: Attachments A through J are herein made a part of this solicitation:

   5.1. Attachment A: Reference Sheet

   5.2. Attachment B: Conflict of Interest Questionnaire (CIQ)

   5.3. Attachment C: Quote Form

   5.4. Attachment D: Asphalt repair, Resurfacing, and Re-striping Plan

   5.5. Attachment E: General Notes

   5.6. Attachment F: Technical Specifications:

   1. Jennite AE Application Specification NJ-S3
   2. Item Q16-004-01 Seal Master Liquid Road Surface Treatment
   3. TXDOT Specification Item 502 Mobilization
   4. TXDOT Specification Item 666 Retroreflectorized Pavement Markings

5.7. Attachment G: Insurance Requirements

5.8. Attachment H: Contract

6. **CLARIFICATION**: For questions or clarifications of the plans or specifications, you may contact:

Patrick A. Womack, P.E.
Public Works Director
City of Leander
Telephone: 512-528-2783
pwomack@leandertx.gov

The individual listed above may be contacted by telephone, email, or visited for clarification of the plans and specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City through the Purchasing Department.

7. **QUOTE SUBMITTAL**: Quotes can be sent via e-mail to the Public Works Director by e-mail or hard copy:

Patrick Womack, P.E.
Public Works Director
City of Leander
pwomack@leandertx.gov

Physical Address:	Mailing Address:
607 Municipal Drive	PO Box 319
Leander, TX 78641	Leander, TX 78646

8. **REQUIREMENTS**: The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive. All Respondents shall:

8.1. Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.

8.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.

8.3. Identify any subcontractors to be used for this project. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.

9. **AGREEMENT TERM AND CANCELLATION**: The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto.

9.1. At a minimum, the following documents will be incorporated into the agreement:

9.1.1. Solicitation document, attachments and exhibits;

9.1.2. Solicitation addendums, if applicable;

9.1.3. City's Definitions, Terms and Conditions;

9.1.4. Successful Respondent's response documents.

9.2. The resulting contract agreement shall be substantial completion of Phase 1 of the project within thirty (30) days and final completion forty-five (45) days from the notice to proceed. Phase 2 completion and final shall be within sixty (60) days from the Notice to Proceed. The agreement may be extended or adjusted, provided both parties agree in writing prior to the expiration of the current term.

9.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the Respondent of the deficiencies and the Respondent shall have seven (7) days to correct such deficiencies. If the Respondent fails to correct the deficiencies with the seven (7) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

9.4. If the agreement is terminated, for any reason, the Respondent shall turn over all records, to include but not be limited to the following: records of repairs, services, deliveries, and replacement parts, to the City within fifteen (15) working days after completion of duties contained in the agreement.

10. **PRICE INCREASE OR DECREASE**: A price increase shall not be permitted, without prior approval by the City.

11. **BUDGET AND QUANTITY:** The quantities shown on the Bid Form are estimates only.

12. **AWARD**: The City reserves the right to enter into an agreement or a purchase order with a single award, split award, non-award, use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon approval by the Public Works Director and an executed agreement. Award announcement will appear on the City's website at **http://www.leandertx.gov/finance/page/purchasing.**

12.1. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of additional City employees and agents who may qualify as local government officers. Click here **Chapter 176, Texas Local Government Code**, to review this requirement.

12.1.1. The Local Government Officers that may be involved in the selection and recommendation of this award are:

Christopher Fielder, Mayor
Andrea Navarrette, Council Member Place 1
Michelle Stephenson, Council Member Place 2
Shanan Shepherd, Council Member, Place 3
Ron Abruzzese, Council Member Place 4
Jeff Seiler, Council Member Place 5
Troy Hill, Council Member Place 6
Kent Cagle, City Manager
Tom Yantis, Assistant City Manager
Joy Simonton, Purchasing Agent
Paige Saenz, City Attorney
Patrick Womack, Director of Public Works
Michael Riley, Streets Supervisor
Albert Wininger, Public Works Superintendent

12.1.2. A completed CIQ Form, herein Attachment B, is required with each response.

13. **ACCEPTANCE**: Acceptance inspection should not take more than ten (10) working days after performance of Services. The vendor will be notified within this time frame if the goods delivered or services performed are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good or service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

14. **DAMAGE:** The successful Respondent shall be responsible for damage to all City, State, Federal or private equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Vendor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.

15. **ENVIRONMENT:** It is the intent of the City to purchase goods and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

PART II- SCHEDULE

1. It is the City's intention to comply with the following solicitation timeline: Quotes are due by **4:00 PM April 1, 2016**

PART III – GENERAL REQUIREMENTS

1. **SCOPE OF WORK**: The scope of work is as described above in Part I, paragraph 2 and in accordance with the attached Plan, Notes, and Specifications (Attachments D, E, F).

2. **SERVICE REQUIREMENTS**: The successful Respondent shall:

   2.1. Obtain and provide all supervision, labor, equipment, services, fuel, oil, incidentals, permits, notifications and related items necessary to complete the Project specified herein;

   2.2. Furnish all tools, hard hats, safety vests, rubber boots, gloves, transportation to and from the work area, and all other safety materials or devices necessary for workers to perform the work in a safe and orderly manner;

   2.3. Have an on-site supervisor at the site any time work is performed;

   2.4. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation. Any property or incidentals damaged shall be repaired or replaced by the successful Respondent to the satisfaction of the City;

   2.5. Perform on a schedule defined by the City to the specifications defined herein;

   2.6. Perform in a professional workmanlike manner;

   2.7. Submit invoice along with all supporting documentation specified herein.

3. **CITY RESPONSIBILITY**: The City shall:

   3.1. Appoint a designated City representative;

   3.2. Monitor and inspect the ground maintenance at designated sites;

   3.3. Coordinate all work and scheduling with the successful Respondent.

4. **EQUIPMENT**: Prior to start of Services, all equipment may be examined and approved by City. The City reserves the right to randomly inspect all equipment at any time during the term of the agreement or any extension period. The following equipment requirements shall apply:

   4.1. Insufficient and/or inadequate equipment as determined by the City is cause for rejection of any and all proposals;

   4.2. Equipment may be stored on Project Areas overnight, outside of the rights-of-way.

5. **SCHEDULING**: The Project shall be completed according to the Schedule described in Part I, paragraph 9.2. Note that Phase 2 will be completed following the completion of Phase 1; however re-striping may be completed altogether or split into two phases to allow use of one parking area as the other area(s) are rehabilitated.

   5.1. Work shall be performed Monday through Saturday between the hours of 7:00 AM and 9:00 PM.

5.2. City Council authorization is required, in advance, of working outside of these days and times.

6. **PROJECT AREA PREPARATION:** Prior to installation, the contractor must

6.1. Call 1-800-DIG-TESS to locate and mark underground utilities at least 48 hours prior to beginning work.

6.2. Call the Leander Public Works Department 512-259-2640 to locate and mark underground water and wastewater utilities at least 48 hours prior to beginning work.

6.3. Photographically document preconstruction conditions.

7. **DAMAGE:** Damage caused to City, State, Federal or private property as a result of performance of Services shall be remedied at the expense of the successful Respondent.

7.1. The successful Respondent shall inspect all areas, structures and utilities for any existing damage prior to conducting any work activity in the assigned Project Areas. Observed damage shall be documented to the City prior to beginning any Services. Project Areas may be checked for damage by the City prior to commencement of Services, and randomly during the Agreement term at the option of the City. Repair or replacement of fences, structures and utilities shall be at the expense of the successful Respondent.

7.2. Successful Respondent shall, at his own expense, carefully protect all trees, structures and utilities within Project Areas so that there shall be no damage or utility service loss.

7.3. The City shall be notified immediately of any damage.

7.4. The successful Respondent shall be responsible for all claims of car or windshield damage as result of performing Services.

7.5. The successful Respondent shall designate a contact person for damage claims.

8. **WORK CREW:** Only qualified, trained, competent and reliable personnel shall perform Services.

8.1. The City shall have the right to request the immediate removal from its premises of any crew member or subcontractor crew member if they are not in compliance with this specification.

8.2. Each work crew shall have a designated, English-speaking or bi-lingual Supervisor attending the work site with the authority to direct Service and respond to crew inquiries about Service details or priorities.

9. **SAFETY OF WORK CREW:** Due to the high traffic areas and visibility of work crews from the roadways, safety of the work crews shall include but not be limited to the following:

9.1. Successful respondent's crew shall wear and display proper warning devices (safety vest, flashers, strobe lights and warning signs) in order to ensure both employee and public safety. Crew shall dress and remain dressed in a presentable fashion. Inappropriate dress includes, but is not limited to, bare chest (no shirt) or shorts or the improper use of safety clothing and devices.

9.2. Crew shall wear protective eye and ear wear.

10. **VEHICLE IDENTIFICATION AND PARKING:** Successful respondent vehicles shall be licensed for travel on public roads, and shall have the name of the successful Respondent clearly displayed on each side of the vehicle.

10.1. Vehicles shall park in areas that do not create potentially hazardous traffic situations.

11. **COMMUNICATION:** The successful Respondent shall provide communication equipment as necessary to perform the Services. This may include 2-way radios, pagers, cellular phones, telephone answering devices, and fax machine.

    11.1. The successful Respondent shall respond to communication requests from the City within three (3) hours during the normal working hours of 7:00 a.m. to 4:00 p.m.

    11.2. The successful Respondent shall make contact with the City, at a time mutually agreed upon by the City and the successful Respondent. This contact is for the purpose of discussing areas to be maintained, Successful Respondent's work schedule for the day, areas to be inspected for approval, and Work Authorizations that need to be signed. **Failure to contact the City's authorized designee, or designee, per the agreed upon schedule may constitute a breach of Contract and termination of Agreement.**

12. **WORK AUTHORIZATION, INSPECTION OF WORK AND WORK RECORD SUMMARY:**

    12.1. A Work Authorization or Notice to Proceed shall be issued from the City as notification to begin Services in the designated Project Areas.

13. **WARRANTY:** The successful respondent shall warrant all work for a period of one (1) year from material defects and workmanship.

    13.1. Any defects or defective materials shall be repaired or replaced at no cost to the City or the property owner within thirty (30) days of notice from the City.

    13.2. The one (1) year time period shall begin from the date of final completion of the project.

PART IV – RESPONSE REQUIREMENTS

The City of Leander makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) executed (signed) original of each response.

For your bid to be responsive, all required attachments identified below shall be submitted with your proposal. The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City unless the Respondent provides a return envelope and postage.

1. Responses shall be submitted on itemized, signed Quote Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other that the City's Solicitation Document may result in disqualification of the response.

   1.1. In the event of errors in extension pricing, unit prices shall govern.

2. Attachment A: Reference sheet that shall include the name, address, active telephone number and **valid E-mail** of at least three (3) Municipal and Government agencies or firms of comparable size that have utilized similar services within the last two (2) years.

3. Attachment B: Conflict of Interest Questionnaire (CIQ)

PART V – ETHICS AND DISCLOSURE

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as

public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS**: The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset

Sec. 9.05.007 Persons doing business with the city

(a) Persons seeking discretionary contracts.

(1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in Sections 9.05.004 and 9.05.005 of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.

(2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

(1) An employee or officer of the city that advises or makes presentations to the board or city body; or

(2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars ($500.00) or more each quarter, or for a total of twenty-five hundred dollars ($2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a

substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

ATTACHMENT A

RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

RESPONDENT'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. Company's Name _____
   Name of Contact _____
   Title of Contact _____
   E-Mail Address _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) Fax Number: ( )

2. Company's Name _____
   Name of Contact _____
   Title of Contact _____
   E-Mail Address _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) Fax Number: ( )

3. Company's Name _____
   Name of Contact _____
   Title of Contact _____
   E-Mail Address _____
   Present Address _____
   City, State, Zip Code _____
   Telephone Number ( ) Fax Number: ( )

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

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.**

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.

ATTACHMENT C –QUOTE FORM

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ATTACHMENT C –QUOTE FORM

ARTICLE 1 – RECIPIENT

1.01 This Quote is submitted to:

Patrick A. Womack, Public Works Director, City of Leander, at 200 W. Willis, Leander, Texas 78646

1.02 The undersigned Respondent proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ACKNOWLEDGEMENTS

2.01 Respondent accepts all of the terms and conditions of the Instructions to Respondents, including without limitation those dealing with the disposition of Bid security. This Quote will remain subject to acceptance for 60 days after receipt of the Quote, or for such longer period of time that the Repsondent may agree to in writing upon request of Owner.

ARTICLE 3 – REPRESENTATIONS

3.01 In submitting this Bid, Respondent represents that:

A. The Respondent has examined and carefully studied the Request for Quote Documents, other related data identified in the documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Respondent has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Respondent is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Respondent has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified as containing reliable "technical data." **Note: No technical records or data are available.**

E. Respondent has considered the information known to the Respondent; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Quote Documents; and the Site-related reports and drawings identified in the Quote Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Respondent, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Quote Documents; and (3) Respondent's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Respondent does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Quote Documents.

G. Respondent is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Quote Documents.

H. Respondent has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Respondent.

I. The Quote Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Quote is submitted.

ARTICLE 4 – RESPONDENT'S CERTIFICATION

4.01 Respondent certifies that:

A. This Quote is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Quote;

C. Respondent has not solicited or induced any individual or entity to refrain from submitting a quote; and

D. Respondent has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the quote process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the quote process to the detriment of Owner, (b) to establish prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owner, a purpose of which is to establish quote or unit prices at artificial, non-competitive levels; and

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the quote process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Respondent will complete the Work in accordance with the Contract Documents for the price(s) listed in the attached Exhibit.

5.02 Respondent acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Respondent agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14 (Part I).

6.02 Respondent accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Bid security;

B. Complete responses to information required in Bid;

C. Entire Bid with all blanks billed in completely.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Respondents, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Respondent is:

ATTACHMENT C –QUOTE FORM

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in _*[State where Project is located]*_ is
____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Respondent's Business Address _____
_____

_____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. *[If applicable]*

ATTACHMENT C EXHIBIT - QUOTE FORM

Base Quote:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization Resurface Police Parking Phase 1, including traffic controls.	LS	1		
2	Mobilization Resurface Police Parking Phase 2, including traffic controls.	LS	1		
3	Repair pavement and base, Both Phases 1 & 2 (2" thick HMAC D Mix, 10" thick Base Material, TXDOT Standards).	SY	104		
4	Resurface Police Parking (Phase 1), including removal of existing stripes, with Jennite AE Sealer in accordance with Neyra Application Specification JN-S3 and Special Specifications.	SY	2,183		
5	Resurface Police Parking (Phase 2), including removal of existing stripes, with Jennite AE Sealer in accordance with Neyra Application Specification JN-S3 and Special Specifications.	SY	1,618		
6	Re-stripe Fire Department Parking, including parking stripes, ADA stripes, fire lanes, stop bars and removal of existing paint (if necessary), per TXDOT Spec. 666, Type II Marking Materials "Traffic Paint."	LS	1		
7	Re-stripe Police Parking (Phase 1), including parking, ADA and fire stripes, per TXDOT Spec. 666, Type II Marking Materials "Traffic Paint."	LS	1		
8	Re-stripe Police Parking (Phase 2), including parking, ADA and fire stripes, per TXDOT Spec. 666, Type II Marking Materials "Traffic Paint."	LS	1		

Base Total (Items 1-8): $ -

Alternate Quote Items

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
4A	Resurface Police Parking (Phase 1), including removal of existing stripes, with Seal Master Liquid Road Sealer in accordance with Technical Specifications.	SY	2,183		
5A	Resurface Police Parking (Phase 2), including removal of existing stripes, with Seal Master Liquid Road Sealer in accordance with Technical Specifications.	SY	1,618		
6A	Re-stripe Fire Department Parking, including parking stripes, ADA stripes, fire lanes, stop bars and removal of existing paint (if necessary), per TXDOT Spec. 666, Type I Marking Materials "Hot Applied Thermoplastic."	LS	1		
7A	Restripe Police Parking (Phase 1), including parking, ADA and fire stripes, per TXDOT Spec. 666, Type I Marking Materials "Hot Applied Thermoplastic."	LS	1		
8A	Restripe Police Parking (Phase 2), including parking, ADA and fire stripes, per TXDOT Spec. 666, Type I Marking Materials "Hot Applied Thermoplastic."	LS	1		

Base Total with Jennite AE Pavement Sealer, Painted Striping (Items 1-8): $ -

Alternate Option #1 Total with Seal Master Liquid Road Sealer, Painted Striping (Items 1-3, 4A, 5A, 6-8): $ -

Alternate Option #2 Total with Seal Master Liquid Road Sealer, Thermoplastic Striping (Items 1-3, 4A-8A): $ -

ATTACHMENT E - GENERAL NOTES

1. **Definition of Terms**:

   1.1. Asphalt Season: April 1 through September 30.

   1.2. City: City of Leander acting through the Public Works Department.

   1.3. Contractor: Successful bidder of the RFQ.

   1.4. Engineer: Public Works Director or other designee.

   1.5. Inspector: Public Works designee, assigned full-time or part-time to the project(s) for the oversight of the work.

   1.6. Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004.

   1.7. TXDOT: Texas Department of Transportation

   1.8. Working Day: Monday through Saturday, if weather permits the performance of the contract between 7:00 a.m. and 9:00 p.m. Night work is permitted with City Council authorization. Time begins with crews on site with equipment and ready for operation. Work schedule must be coordinated and approved by the Public Works Department, at least 48 hours before work begins. Approximately two weeks advance notice is required for working at night, in order to obtain City Council authorization.

2. **General Notes:**

   2.1. Unless set forth otherwise, all Work performed shall comply with requirements which pertain to the various items of Work included as *Standard Specification for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted June 1, 2004, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

   2.2. The Contractor will be given written Notice to Proceed on this project. The project shall begin within five (5) working days after such notification.

   2.3. Contractor shall not begin work prior to the beginning of asphalt season (April 1), except with the approval of the Engineer.

   2.4. Once work begins, Contractor shall continuously execute the work until completion, unless otherwise directed by Engineer.

   2.5. Weekend and holiday work is allowed with prior approval by Engineer.

   2.6. All accepted sealing will be measured by the square yard of polymer-modified emulsified asphalt surface treatment. If there is a manufacturer/authorized dealer certification requirement for applying a proposed product, the Contractor must be approved by the manufacturer/authorized dealer as a certified applicator.

   2.7. Perform work during appropriate weather conditions, unless otherwise directed. If work is performed at the Contractor's option, during, or prior to, inclement weather conditions and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

2.8. Contractor shall cover up an entire vehicle where vehicles are parked within 30 feet of the project area.

2.9. Contractor is responsible for cleaning up any overspray material to parking bumpers, curb/gutter or driveway.

2.10. All construction equipment involved in roadway work shall be equipped with a permanently mounted revolving or strobe warning light or lights with amber lens, visible from all directions.

2.11. No maintenance of Contractor's equipment and vehicles shall be allowed on-site, except at designated sites as approved by the Inspector, or other designee.

2.12. Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the contractor's prosecution of the work.

2.13. This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the City.

2.14. Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the City.

2.15. The Contractor may be required to trim and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 12 feet. For this operation, the method shall be approved by the Inspector.

2.16. Testing may be performed at the request of the City any time during the length of the contract through an independent testing laboratory. Testing may be requested by the City on any and/or all items on this contract. If the results determine the item did not meet specifications, then the cost of the testing will be borne by the Contractor. If the results of the test determine that the item did meet specifications, the cost of the testing will be borne by the City.

2.17. An English-speaking Superintendent shall be available on the project at all times when work is being performed. The Contractor shall provide the Inspector with contact information for the Superintendent.

2.18. Wherever in the TXDOT Standard Specifications, Reference is made to the State of Texas, The Department and its representatives, such reference shall be taken to mean the City of Leander and its representatives.

2.19. TXDOT Specification 502, Barricades, Signs, and Traffic Handling is considered subsidiary to other bid items and the contractor will not be paid directly for this item. The contractor shall provide all traffic control measures necessary to perform the work.

2.20. The parking lot entrance(s) shall have cones or TY III barricades placed to indicate the parking lot is closed for sealing work. Traffic control suitable methods shall be used by the Contractor to protect the seal coating from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of the Work. The Engineer shall be notified of the methods to be used. In areas which are subject to an increased rate of sharp turning vehicles, additional

time may be required for a more complete cure of the seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of a seal and should be accepted.

2.21. Flaggers must comply with all requirements outlined in TXDOT Specification Item 502.2B.

2.22. Limiting access to all side streets and parking lot driveways shall be minimized to the extent possible.

2.23. The Contractor's crew leader shall be a competent person who will be responsible and available on the project site or in the immediate area to ensure compliance with the contract documents.

3. **Surface Preparation:**

3.1. Apply weed killer to any joints and cracks that have vegetation a minimum of 2 weeks prior to sealcoating.

3.2. Clean the pavement surface of all dirt, debris and vegetation using brooms, blowers and power sweepers.

3.3. Prime all petroleum stains with Oil Spot Primer and scrape any areas with excessive build-up.

3.4. Clean all cracks 1/8" and wider using compressed air (via an air compressor rated at 185 CFM and a blow pipe) and fill with hot pour crackfill material using v-shaped squeegee.

3.5. If sealer is applied in temperatures above 85°, a water fog bar must be used prior to sealing in order to cool the pavement.

3.6. Material tickets are to be made available upon request.

3.7. Bidder is responsible for obtaining all necessary quantities via field measurements.

4. **Jennite AE Application Rates:**

4.1. The initial application rate will be 0.15 gallons per square yard.

4.2. The second application rate will be 0.12 gallons per square yard.

4.3. The third and final application rate will be 0.12 gallons per square yard, for a total application rate of 0.39 gallons per square yard.

5. **See Technical Specification Q16-004-01 Table 2, for the Seal Master Liquid Road Surface Treatment Application rates, an alternate bid option.**

END OF GENERAL NOTES

ATTACHMENT F

NEYRA

Jennite AE

Application Specification NJ-S3

PRODUCT NAME
Jennite AE

MANUFACTURER
Neyra Industries, Inc.
10700 Evendale Drive
Cincinnati, Ohio 45241

Phone: 513-733-1000
Toll Free: 800-543-7077
Fax: 513-733-3989

Email: info@neyra.com
Web: www.neyra.com
Web: www.jenniteusa.com

- Application Specification NJ-S3 provides guidelines for applying Jennite AE pavement sealer on heavy traffic areas.
- NJ-S3 requires three applications of Jennite AE slurry (Jennite AE with 5-6 pounds of sand per gallon of undiluted Jennite AE) and one application of Polyprime penetrating pavement primer.
- Application Specification NJ-S2 is also available for moderate traffic areas.
- Customized CSI format application specifications are also available upon request.

PURPOSE

To provide a protective surface coating for sound asphalt pavements against damage from salts, sun and water using Jennite AE, a refined polymer modified emulsion.

1.0 GENERAL

1.1 The contractor shall furnish all labor, material, equipment, services and supervision required to complete this project complying with the outlined specifications.

1.2 The contractor shall examine the work site prior to submitting a bid. The submission of a bid shall be evidence that this requirement has been met. Failure to inspect the site prior to bidding will not relieve the contractor of the responsibility of performing all work included in this contract.

1.3 Work related rubbish shall be removed and the job site shall be kept clean, neat and orderly at all times.

1.4 All buildings, walks, steps, fences, trees, etc., shall be protected. Any damage done by the contractor shall be repaired by him at no cost to the owner.

1.5 If directed by the owner or his representative, the contractor shall furnish a certificate of insurance and evidence of compliance with state workmen's compensation regulations.

2.0 MATERIALS

2.1 Refined polymer modified emulsion must be Jennite AE as manufactured by Neyra Industries, Inc. and meet all the applicable standards as outlined in Jennite AE Product Data Sheet 101. Jennite AE must be rubberized and the rubber must be hot blended into the refined asphalt base prior to emulsification.

2.2 The polymer modified emulsion shall be prepared from a high temperature refined asphalt base modified with high molecular weight virgin polymer rubber.

2.3 If directed by the owner or his representative, the contractor shall certify that the product to be delivered and applied is Jennite AE manufactured by Neyra Industries, Inc. and Neyra Industries, Inc. shall certify that Jennite AE meets the requirements of this specification and Jennite AE Product Data Sheet 101.

2.4 If directed by the owner or his representative, samples of the emulsion that the contractor proposes to use shall be submitted by the contractor.

2.5 Mineral aggregate shall be added at 5 - 6 lbs./gal. of undiluted Jennite AE. The mineral aggregate shall be clean and dry silica sand free from foreign matter. This mineral aggregate shall have an American Foundry Society Grain Fineness Rating of 50 to 70, with no more than 2% retained on 30 mesh or coarser, no more than 10% passing 140 mesh and no more than 0.3% passing 200 mesh.

2.6 Dilution with water may be required for workability when sand slurry Jennite AE is used. Any water used for mixing shall be clean and potable and shall be added in the minimum quantity sufficient for good application consistency, but not in excess of 15% of the volume of undiluted Jennite AE.

3.0 SURFACE PREPARATION

3.1 The pavement surface to be coated must be sound and surface cured to obtain maximum performance. To be sound, the pavement surface course shall be oil free and properly compacted over base and subbase courses that are well drained and sufficiently stable to resist traffic loads for which the pavement is to be used without deflection.

To be surface cured, new pavements must be allowed to age so that they are free of light oils and present a waterbreak free surface when water is poured over them. To perform this test,

cast one or two gallons of clean water from a suitable clean container (such as a 5 gallon pail) out on the surface. The water should sheet out and wet the surface uniformly without ribboning, crawling or showing oil rings. If the clean water does not wet the surface uniformly, the asphalt is not ready for coating and should age longer.

3.2 Minor pavement repairs can be made with hot mix asphalt. Areas that have been softened by petroleum derivatives or that have failed due to any other cause shall be repaired according to applicable regional specifications.

3.3 Vegetation shall be removed from all surfaces to be sealed.

3.4 Surfaces to be sealed shall be thoroughly cleaned to remove all foreign debris (dirt, silt, gravel, leaves, etc.) using a mechanically powered forced air sweeper and steel bristle hand brooms.

3.5 Mud areas shall be scraped thoroughly, scrub-washed and/or pressure rinsed with clear fresh water.

3.6 Oil spots shall be scraped of excess oil. After cleaning, oil spots shall be coated with Petrobond acrylic oil spot primer (Product Data Sheet 152) to achieve superior Jennite AE adhesion and prevent bleeding.

3.7 Treat all surfaces to be sealed with a coat of Polyprime penetrating pavement primer (Product Data Sheet 155).

3.8 Cracks should be sealed according to applicable specifications using Plyolastic pourable crack filler (Product Data Sheet 131). For longer lasting protection, use one of the Thermo-Seal crack/joint sealants such as PLS (Product Data Sheet 145) or Spec+Plus DF (Product Data Sheet 146).

4.0 APPLICATION OF MATERIAL

4.1 Three applications of Jennite AE slurry shall be applied uniformly over the entire pavement surface, prepared as described in Section 3 and shall be free of holidays and pinholes. To insure a better bond, fog spraying the pavement with fresh clean water may be used to maintain workability and assure even spreading of the Jennite product.

4.2 Jennite AE shall be applied at a total minimum application rate of 0.10 gallon per square yard per coat based on undiluted Jennite AE.

Application Rate per Coat

	Gal/SY	Gal/SF
Concentrate	.10	.011
Mix	.12 - .15	.013 - .016
Primer	.015	.0016

4.3 Application must be made when ambient temperatures and pavement temperatures are above 50°F. Good drying conditions above 50°F are required during the subsequent 8 hours and no temperatures below 50°F should be anticipated for 48 hours.

4.4 Adequate time shall be allowed for each application to dry thoroughly (tack free) prior to each additional application. It is not recommended that the primer coat and the three successive coats of Jennite slurry be applied within one working day. Upon completion of the third application of Jennite, all traffic will be excluded from the coated surface. It is recommended the coating be allowed to cure for at least 24 hours of good drying conditions before opening to traffic.

4.5 The contractors shall barricade from traffic the sealed areas until material is thoroughly dried. Area should be tested for trafficability before opening to use.

5.0 METHOD OF APPLICATION

5.1 The machine that is used to apply Jennite AE shall have adequate agitation to keep material in proper suspension at all times. It should be equipped with a water fog bar so that the pavement can be dampened (but without puddles) when emulsion is applied if temperatures are above 85°F or in bright sun.

5.2 Any spray distributor or squeegee machine used for application of the coating shall be self-propelled, equipped with pneumatic tires, have full sweep agitator blades and be capable of applying the required coat weight of sand-reinforced Jennite AE evenly over the entire width of the application mechanism to provide a uniformly coated surface.

6.0 STRIPING

6.1 If pavement marking is required, Aexcel, an acrylic latex striping paint (Product Data Sheets 172 & 173) is recommended. When using a latex paint, allow the sealcoat to dry before striping. Organic solvent base paints shall not be used because they tend to discolor and can also cause shrinkage cracks.

7.0 MAINTENANCE

7.1 As a rule, a clean, well-marked parking lot is safer and will last longer. Occasional flushing with water or the use of a contract cleaning service will help to retain an attractive appearance. Care should be taken with snow removal techniques, since improperly operated steel blade snowplows can damage the coating as well as the asphalt pavement. Overuse of strong de-icer products or sand/salt blends can also accelerate wear of the pavement surface.

ADDITIONAL INFORMATION

Neyra Industries, Inc. offers application specifications to fit every need. Application Specification NJ-S2 is available for moderate traffic areas. Custom specifications are also available upon request. For further information, please contact us.

NEYRA
Neyra Industries, Inc.
10700 Evendale Drive
Cincinnati, Ohio 45241
Phone: 513-733-1000
Toll Free: 800-543-7077
Fax: 513-733-3989
Email: info@neyra.com
Web: www.neyra.com
Web: www.jenniteusa.com

ATTACHMENT F - TECHNICAL SPECIFICATIONS
ITEM Q16-004-01
SEAL MASTER LIQUID ROAD
POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT

1. Description:

1.1. This item shall govern for a multi-coat surface treatment for secondary roads, county roads, residential streets, or parking lots composed of a mixture of (1) an approved polymer modified, fiber reinforced asphalt emulsion (2) mineral aggregate (3) water and (4) specified additives, proportioned, mixed, and uniformly spread over a properly prepared surface in accordance with the details shown on the plans and contract documents, the requirements of this Item, or as established by the Engineer.

1.2. The surface treatment is different than traditional microsurfacing, slurry seal, sealcoat, chipseal, or fog seal in that it must be both (1) mechanically-applied via spreader box and (2) spray-applied via a spray bar or wand. The completed surface treatment shall leave a homogeneous mat of consistent high quality and uniform appearance, adhere firmly to the prepared surface, have a friction resistant surface texture, and not fade in color but remain a rich black color throughout its service life.

2. Materials:

2.1. Use a high solids polymer-modified, fiber reinforced clay stabilized asphalt emulsion fortified with special surfactants to promote superior adhesion and durability. The surface treatment is job mixed with select aggregate to produce a superior skid-resistant wearing surface.

2.2. Emulsified Asphalt Sealer. The polymer-modified emulsified asphalt sealer shall be a professional grade formulation such as:

2.2.1. Seal Master Liquid Road Bituminous Surface Treatment.

2.2.2. Engineer Approved Equal.

2.3. Aggregate: The aggregate shall be washed dry silica sand free of dust, trash, clay, organic materials or other deleterious substances. The aggregate shall meet the gradation limits of nominal sieve openings of 0.0331" (No. 20 Sieve) to 0.0234" (No. 30 Sieve).

2.4. Additive: As specified by the asphalt emulsion manufacturer.

2.5. Water for mixing shall be potable, free of harmful soluble salts, and between 50°F (10° C) to 70°F (21° C).

2.6. Technical Data: ASTM Test Methods:

2.6.1. D-140 Sampling of Bituminous Materials

2.6.2. D-466 Methods of Testing Film Deposits from Bituminous Emulsions

2.6.3. B-117 Salt Spray (FOG) Testing

2.6.4. D-529 Recommended Practice for Accelerated Weathering Test of Bituminous Materials

2.6.5. D-2939 Bituminous-Base Emulsions for use as Protective Coatings

TABLE 1: TESTING

TEST	SPECIFICATION
Material	Material shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
Chem. & Physical Analysis	
– Non Volatiles %	41-46%
– Ash Non Volatiles %	35-55%
– Specific Gravity 25˚C	1.25 Minimum
Drying Time	8 Hr. Max

2.7. Other Test Specifications

2.7.1. Adhesion & Resistance to water : No Penetration or Loss of Adhesion

2.7.2. Resistance to Heat: No Blistering or Sagging

2.7.3. Flexibility: No Cracking or Flaking

2.7.4. resistance to Impact: No Chipping, Flaking or Cracking

2.8. Job Mix Formula

2.8.1. The contractor shall submit the recommended formulation of water, emulsion, aggregate and application rate proposed for use to a testing laboratory together with sufficient materials to verify the formulation at least 14 days prior to the start of operations. The mix design shall be within the range shown in Table 2. No material shall be produced for payment until a job mix formula has been approved by the Engineer.

2.8.2. The job mix formula for each mixture shall be in effect until modified in writing by the Engineer.

TABLE 2.
COMPOSITION OF MIXTURE PER 100 GAL OF ASPHALT EMULSION

Application (Method)	Asphalt Emulsion	Water	Additive	Aggregate	Application Rate Mixture Per Square Yard	
Gallons	Gallons	Gallons	LBS		Minimum Gallons	Maximum Gallons
1st Coat						
(Spreader Box)	100	4-5	N/A	400	0.22 GAL/SY	0.27 GAL/SY
2nd Coat						
(Spreader Box)	100	4-5	N/A	400	0.22 GAL/SY	0.27 GAL/SY
3rd Coat						
(Spray Applied)	100	10-15	N/A	400	0.10 GAL/SY	0.14 GAL/SY

3. Equipment

3.1. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

3.2. A self-propelled distributor truck equipped with a tank with a full-sweep agitator shall be provided that is capable of applying the surface treatment in two methods: (1) mechanically-applied via spreader box and (2) spray-applied via a spray bar or wand.

3.3. Distributors or spray units used for the spray application of the surface treatment shall be capable of uniformly applying 0.10 to 0.30 gallons per square yard of material over the required width of application. Distributors shall be equipped with removable manhole covers, tachometers, pressure gauges, and volume-measuring devices. The mix tank shall have a mechanically powered, full-sweep, mixer with sufficient power to move and homogeneously mix the entire contents of the tank.

3.4. Spreading equipment shall be a mechanical-type squeegee drag box attached to the distributor, equipped with flexible material in contact with the surface to prevent loss of material from the spreader box. It shall be maintained to prevent loss of material on varying grades and adjusted to assure uniform spread. The spreader box shall have an adjustable width and final finishing brushes to ensure smooth texture.

3.5. Hand Squeegee or Brush Application. The use of hand spreading application shall be restricted to places not accessible to the mechanized equipment or to accommodate neat trim work at curbs, etc. Material that is applied by hand shall meet the same standards as that applied by machine.

4. Construction

4.1. General. Cure new asphalt pavement surfaces so that there is no concentration of oils on the surface.

4.2. When an excessive quantity of surface treatment is applied, furnish and uniformly distribute clean, fine sand on the surface to blot the excess. Maintain ingress and egress as directed, by the Engineer, applying sand to freshly sealed areas.

4.3. Adverse Weather Conditions. The surface treatment shall not be applied when the surface is wet or when the humidity or impending weather conditions will not allow proper curing. The surface treatment shall be applied only when the atmospheric or pavement temperature is 60°F (10°C) and rising and is expected to remain above 60°F (10°C) for 24 hours, during and after application. During application, the air temperature should exceed the dew point by a minimum of 6 degrees to facilitate drying. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

4.3. Surface Preparation: Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material; blow dry damp areas; mask off manhole cover and water valve cover before sealing. This will be considered subsidiary to this Item.

4.4. Mixing: Blend the asphalt emulsion mixture in the equipment described in 3.1 using the ingredients described in Section 2.8.2, Table 2. The mixing must produce a smooth homogeneous mixture of uniform consistency. Continue to agitate the seal coating mixture in the mixing tank at all times prior to and during application so that a consistent mix is available for application.

4.5. Small additional increments of water may be needed to provide a workable consistency, but in no case is the water content to exceed the specified amount.

4.6. Application

4.6.1. The aggregate filled surface treatment shall be applied at a uniform rate. Use sufficient pressure to flare the nozzles fully.

4.6.2. A total application rate of all coats shall achieve an average coverage rate of 0.60 gallons per square yard to be done in two squeegee coats and one spray coat to mask marks and improve aesthetics.

4.6.3. Apply the first and second coats uniformly at the approved rate described in Section 2.8.2, Table 2. These coats shall be applied mechanically via spreader box described in 3.4.

4.6.4. Apply the third coat uniformly at the approved rate described in Section 2.8.2, Table 2. This coat shall be spray-applied via spray bar or wand described in 3.2.

4.6.5. Each coat shall be allowed to dry and cure initially before applying any subsequent coats. The initial drying shall allow evaporation of water of the applied mixture, resulting in the coating being able to sustain light foot traffic. The initial curing shall enable the mixture to withstand vehicle traffic without damage to the seal coat.

4.6.6. The finished surface shall present a uniform texture. The final coat shall be allowed to dry a minimum of 2 hours in dry daylight conditions before opening to traffic, and initially cure enough to support vehicular traffic without damage to the seal coat.

4.6.7. Where striping is required, the striping paint utilized shall be compatible with the asphalt emulsion and as recommended by the asphalt emulsion manufacturer.

4.6.8. Limitations. Do not apply surface treatment to the roadway until traffic control methods and devices are in place as shown on the plans or as directed. Do not open the treated surface to traffic until directed by the Engineer.

5. Measurement. The surface treatment will be measured by the square yard of the areas where the polymer-modified emulsified asphalt surface treatment is placed.

6. Payment. This price shall be full compensation for furnishing all materials, preparing, mixing, and applying these materials, and for all labor, equipment, tools, and incidentals necessary to complete this Item.

Item 502
Barricades, Signs, and Traffic Handling

1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans and as directed.

2. CONSTRUCTION

Comply with the requirements of Article 7.2., "Safety."

Implement the traffic control plan (TCP) shown on the plans.

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the Department's Compliant Work Zone Traffic Control Device List.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

3. MEASUREMENT

Barricades, Signs, and Traffic Handling will be measured by the month. Law enforcement personnel with patrol vehicles will be measured by the hour for each person.

4. PAYMENT

4.1. **Barricades, Signs, and Traffic Handling**. Except for Contracts with callout work and work orders, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid under pertinent Items.

4.1.1. **Initiation of Payment**. Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun.

4.1.2. **Paid Months**. Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

4.1.3. **Maximum Total Payment Before Acceptance**. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.12., "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.1.5., "Balance Due."

4.1.4. **Total Payment Quantity**. The quantity paid under this Item will not exceed the total quantity shown on the plans except as modified by change order and as adjusted by Section 502.4.1.2., "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; nor delays caused directly or indirectly by requirements of the Contract.

4.1.5. **Balance Due**. The remaining unpaid months of barricades less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Article 5.12., "Final Acceptance."

4.1.6. **Contracts with Callout Work and Work Orders**. The work performed and the materials furnished with this Item and measured as provided under "Measurement," will be considered subsidiary to pertinent Items, except for federally funded Contracts.

4.2. **Law Enforcement Personnel**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement," will be paid by Contractor force account for "Law Enforcement Personnel." This price is full compensation for furnishing all labor, materials, supplies, equipment, patrol vehicle, fees, and incidentals necessary to complete the work as directed.

Item 666
Retroreflectorized Pavement Markings

1. DESCRIPTION

Furnish and place retroreflectorized, non-retroreflectorized (shadow) and profile pavement markings.

2. MATERIALS

2.1. **Type I Marking Materials**. Furnish in accordance with DMS-8220, "Hot Applied Thermoplastic."

Furnish pavement marking material used for Type I profile markings and shadow markings that have been approved by the Construction Division, and in accordance with DMS-8220, "Hot Applied Thermoplastic."

2.2. **Type II Marking Materials**. Furnish in accordance with DMS-8200, "Traffic Paint."

2.3. **Glass Traffic Beads**. Furnish drop-on glass beads in accordance with DMS-8290, "Glass Traffic Beads" or as approved. Furnish a double-drop of Type II and Type III drop-on glass beads where each type bead is applied separately in equal portions (by weight), unless otherwise approved. Apply the Type III beads before applying the Type II beads.

2.4. **Labeling**. Use clearly marked containers that indicate color, mass, material type, manufacturer, and batch number.

3. EQUIPMENT

3.1. **General Requirements**. Use equipment that:

- is maintained in satisfactory condition,
- meets or exceeds the requirements of the National Board of Fire Underwriters and the Texas Railroad Commission for this application,
- applies beads by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are dispensed uniformly and almost instantly upon the marking as the marking is being applied to the road surface. The bead dispenser must have an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment,
- has an automatic cut-off device with manual operating capabilities to provide clean, square marking ends,
- is capable of producing the types and shapes of profiles specified, and
- can provide continuous mixing and agitation of the pavement marking material. The use of pans, aprons, or similar appliances which the die overruns will not be permitted for longitudinal striping applications.

Provide a hand-held thermometer capable of measuring the temperature of the marking material when applying Type I material.

When pavement markings are required to meet minimum retroreflectivity requirements on the plans:

- Use a mobile retroreflectometer approved by the Construction Division and certified by the Texas A&M Transportation Institute Mobile Retroreflectometer Certification Program.
- Use a portable retroreflectometer that:
  - uses 30-meter geometry and meets the requirements described in ASTM E1710;
  - has either an internal global positioning system (GPS) or the ability to be linked with an external GPS with a minimum accuracy rating of 16 ft. 5 in., in accordance with the circular error probability

(CEP) method (CEP is the radius of the circle with its origin at a known position that encompasses 50% of the readings returned from the GPS instrument);

- can record and print the GPS location and retroreflectivity reading for each location where readings are taken.

3.2. **Material Placement Requirements**. Use equipment that can place:

- at least 40,000 ft. of 4-in. solid or broken non-profile markings per working day at the specified thickness;
- at least 15,000 ft. of solid or broken profile pavement markings per working day at the specified thickness;
- linear non-profile markings up to 8 in. wide in a single pass;
- non-profile pavement markings other than solid or broken lines at an approved production rate;
- a centerline and no-passing barrier-line configuration consisting of 1 broken line and 2 solid lines at the same time to the alignment, spacing, and thickness for non-profile pavement markings shown on the plans;
- solid and broken lines simultaneously;
- white line from both sides;
- lines with clean edges, uniform cross-section with a tolerance of ±1/8 in. per 4 in. width, uniform thickness, and reasonably square ends;
- skip lines between 10 and 10-1/2 ft., a stripe-to-gap ratio of 10 to 30, and a stripe-gap cycle between 39-1/2 ft. and 40-1/2 ft., automatically;
- beads uniformly and almost instantly on the marking as the marking is being applied;
- beads uniformly during the application of all lines (each line must have an equivalent bead yield rate and embedment); and
- double-drop bead applications using both Type II and Type III beads from separate independent bead applicators, unless otherwise approved by the Engineer.

4. CONSTRUCTION

Place markings before opening to traffic unless short-term or work zone markings are allowed.

4.1. **General**. Obtain approval for the sequence of work and estimated daily production. Minimize interference to roadway operations when placing markings on roadways open to traffic. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement.

Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed, and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway.

Apply markings on pavement that is completely dry and passes the following tests:

- Type I Marking Application—Place a sample of Type I marking material on a piece of tarpaper placed on the pavement. Allow the material to cool to ambient temperature, and then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.
- Type II Marking Application—Place a 1-sq. ft. piece of clear plastic on the pavement, and weight down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic.

Apply markings:

- that meet the requirements of Tex-828-B,

- that meet minimum retroreflectivity requirements when specified on the plans (applies to Type I markings only),
- using widths and colors shown on the plans,
- at locations shown on the plans,
- in proper alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum,
- without abrupt deviations,
- free of blisters and with no more than 5% by area of holes or voids,
- with uniform cross-section, density and thickness,
- with clean and reasonably square ends,
- that are retroreflectorized with drop-on glass beads, and
- using personnel skilled and experienced with installation of pavement markings.

Remove all applied markings that are not in alignment or sequence as stated on the plans, or in the specifications, at the Contractor's expense in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers," except for measurement and payment.

4.2. **Surface Preparation**. Prepare surfaces in accordance with this Section unless otherwise shown on the plans.

4.2.1. **Cleaning for New Asphalt Surfaces and Retracing of All Surfaces**. Air blast or broom the pavement surface for new asphalt surfaces (less than 3 years old) and for retracing of all surfaces to remove loose material, unless otherwise shown on the plans. A sealer for Type I markings is not required unless otherwise shown on the plans.

4.2.2. **Cleaning for Old Asphalt and Concrete Surfaces (Excludes Retracing)**. Clean old asphalt surfaces (more than 3 years old) and all concrete surfaces in accordance with Item 678, "Pavement Surface Preparation for Markings," to remove curing membrane, dirt, grease, loose and flaking existing construction markings, and other forms of contamination.

4.2.3. **Sealer for Type I Markings**. Apply a pavement sealer to old asphalt surfaces (more than 3 years old) and to all concrete surfaces before placing Type I markings on locations that do not have existing markings, unless otherwise approved. The pavement sealer may be either a Type II marking or an acrylic or epoxy sealer as recommended by the Type I marking manufacturer unless otherwise shown on the plans. Follow the manufacturer's directions for application of acrylic or epoxy sealers. Clean sealer that becomes dirty after placement by washing or in accordance with Section 666.4.2.1., "Cleaning for New Asphalt Surfaces and Retracing of All Surfaces," as directed. Place the sealer in the same configuration and color (unless clear) as the Type I markings unless otherwise shown on the plans.

4.3. **Application**. Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all required replacement costs.

4.3.1. **Type I Markings**. Place the Type I marking after the sealer cures. Apply within the temperature limits recommended by the material manufacturer. Flush the spray head if spray application operations cease for 5 min or longer by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.

Apply on clean, dry pavements passing the moisture test described in Section 666.4.1., "General," and with a surface temperature above 50°F when measured in accordance with Tex-829-B.

4.3.1.1. **Non-Profile Pavement Markings**. Apply Type I non-profile markings with a minimum thickness of:

- 0.100 in. (100 mils) for new markings and retracing water-based markings on surface treatments involving Item 316, "Seal Coat,"

- 0.060 in. (60 mils) for retracing on thermoplastic pavement markings, or
- 0.090 in. (90 mils) for all other Type I markings.

The maximum thickness for Type I non-profile markings is 0.180 in. (180 mils). Measure thickness for markings in accordance with Tex-854-B using the tape method.

4.3.1.2. **Profile Pavement Markings**. Apply Type I profile markings with a minimum thickness of:

- 0.060 in. (60 mil) for edgeline markings, or
- 0.090 in. (90 mil) for gore and centerline/no-passing barrier line markings.

In addition, at a longitudinal spacing indicated on the plans, the markings must be profiled in a vertical manner such that the profile is transverse to the longitudinal marking direction. The profile must not be less than 0.30 in. (300 mil) nor greater than 0.50 in. (500 mil) in height when measured above the normal top surface plane of the roadway. The transverse width of the profile must not be less than 3.25 in., and the longitudinal width not less than 1 in., when measured at the top surface plane of the profile bar. The profile may be either a 1 or 2 transverse bar profile. When the 2 transverse bar profile is used, the spacing between the bases of the profile bars must not exceed 0.50 in. The above transverse bar width is for each 4 in. of line width.

4.3.2. **Type II Markings**. Apply on surfaces with a minimum surface temperature of 50°F. Apply at least 20 gal. per mile on concrete and asphalt surfaces and at least 22 gal. per mile on surface treatments for a solid 4-in. line. Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 15 gal. per mile using Type II drop-on beads.

4.3.3. **Bead Coverage**. Provide a uniform distribution of beads across the surface of the stripe for Type I and Type II markings, with 40% to 60% bead embedment.

4.4. **Retroreflectivity Requirements**. When specified on the plans, Type I markings must meet the following minimum retroreflectivity values for edgeline markings, centerline or no passing barrier-line, and lane lines when measured any time after 3 days, but not later than 10 days after application:

- White markings: 250 millicandelas per square meter per lux (mcd/m^2/lx)
- Yellow markings: 175 mcd/m^2/lx

4.5. **Retroreflectivity Measurements**. Use a mobile retroreflectometer for projects requiring minimum retroreflectivity requirements to measure retroreflectivity for Contracts totaling more than 200,000 ft. of pavement markings, unless otherwise shown on the plans. For Contracts with less than 200,000 ft. of pavement markings or Contracts with callout work, mobile or portable retroreflectometers may be used at the Contractor's discretion.

4.5.1. **Mobile Retroreflectometer Measurements**. Provide mobile measurements averages for every 0.1 miles unless otherwise specified or approved. Take measurements on each section of roadway for each series of markings (i.e., edgeline, center skip line, each line of a double line, etc.) and for each direction of traffic flow. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). Furnish measurements in compliance with Special Specification, "Mobile Retroreflectivity Data Collection for Pavement Markings," unless otherwise approved. The Engineer may require an occasional field comparison check with a portable retroreflectometer meeting the requirements listed above to ensure accuracy. Use all equipment in accordance with the manufacturer's recommendations and directions. Inform the Engineer at least 24 hr. before taking any measurements.

A marking meets the retroreflectivity requirements if:

- the combined average retroreflectivity measurement for a one-mile segment meets the minimum retroreflectivity values specified, and
- no more than 30% of the retroreflectivity measurement values are below the minimum retroreflectivity requirements value within the one-mile segment.

The Engineer may accept failing one-mile segments if no more than 20% of the retroreflectivity measurements within that mile segment are below the minimum retroreflectivity requirement value.

The one-mile segment will start from the beginning of the data collection and end after a mile worth of measurements have been taken; each subsequent mile of measurements will be a new segment. Centerlines with 2 stripes (either solid or broken) will result in 2 miles of data for each mile segment. Each centerline stripe must be tested for compliance as a stand-alone stripe.

Restripe at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking if the marking fails retroreflectivity requirements. Take measurements every 0.1 miles a minimum of 10 days after this second application within that mile segment for that series of markings.

If the markings do not meet minimum retroreflectivity after 10 days of this second application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

4.5.2. **Portable Retroreflectometer Measurements**. Take a minimum of 20 measurements for each 1-mi. section of roadway for each series of markings (i.e., edgeline, center skip line, each line of a double line, etc.) and direction of traffic flow when using a portable reflectometer. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may require the original number of measurements if concerns arise.

Restripe once at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements fails. Take a minimum of 10 more measurements after 10 days of this second application within that mile segment for that series of markings. Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements fall below the minimum retroreflectivity requirements. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

4.5.3. **Traffic Control**. Provide traffic control, as required, when taking retroreflectivity measurements after marking application. On low volume roadways (as defined on the plans), refer to the figure, "Temporary Road Closure" in Part 6 of the *Texas Manual on Uniform Traffic Control Devices* for the minimum traffic control requirements. For all other roadways, the minimum traffic control requirements will be as shown on the Traffic Control Plan (TCP) standard sheets TCP (3-1) and TCP (3-2). The lead vehicle will not be required on divided highways. The TCP and traffic control devices must meet the requirements listed in Item 502, "Barricades, Signs, and Traffic Handling." Time restrictions that apply during striping application will also apply during the retroreflectivity inspections except when using the mobile retroreflectometer unless otherwise shown on the plans or approved.

4.6. **Performance Period**. All markings must meet the requirements of this specification for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements, and replace at the Contractor's expense. Replace failing markings within 30 days of notification. All replacement markings must also meet all requirements of this Item for a minimum of 30 calendar days after installation.

5. MEASUREMENT

This Item will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans. Each stripe will be measured separately.

This is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Acrylic or epoxy sealer, or Type II markings when used as a sealer for Type I markings, will be measured by the foot; by each word, symbol, or shape; or by any other unit shown on the plans.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Sealer" of the size specified, "Retroreflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness specified as applicable, "Retroreflectorized Pavement Markings with Retroreflective Requirements" of the types, colors, sizes, widths, and thicknesses specified or "Retroreflectorized Profile Pavement Markings" of the various types, colors, shapes, sizes, and widths specified.

This price is full compensation for application of pavement markings, materials, equipment, labor, tools, and incidentals.

Surface preparation of new concrete and asphalt concrete pavements more than 3 years old, where no stripe exists, will be paid for under Item 678, "Pavement Surface Preparation for Markings." Surface preparation of all other asphalt and old concrete pavement, except for sealing, will not be paid for directly but is subsidiary to this Item.

Work zone pavement markings (Type II, paint and beads) used as a sealer for Type I markings (thermoplastic) will be paid for under Item 662, "Work Zone Pavement Markings."

If the Engineer requires that markings be placed in inclement weather, repair or replacement of markings damaged by the inclement weather will be paid for in addition to the original plans quantity.

ATTACHMENT ~~F~~ G

INSURANCE REQUIREMENTS

1. Required Insurance Coverage: The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or Subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to the coverage required to be provided by Contractor or to any claim made against the Contractor or any Subcontractor or any suppliers of the Contractor. Further, the Contractor shall include all Subcontractors as additional insured's under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage's for Subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, which shall be incorporated herein by reference as part of this Agreement, and approved by the City before work commences.

2. Standard Insurance Policies Required:
   a) Commercial General Liability Policy
   b) Business Automobile Liability Policy
   c) Excess/Umbrella Liability Policy
   d) Workers' Compensation Policy

3. General Requirements Applicable to All Policies
   a) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
   b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
   c) "Claims Made" policies will not be accepted.
   d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Leander, Texas.
   e) Upon request, certified copies of all insurance policies shall be furnished to the City of Leander, Texas.
   f) The City of Leander, Texas, it officials, employees, and volunteers, are to be added as "Additional Insured" to the General and Business Automobile Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.

4. Commercial General Liability
   a) General Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide.
   b) Minimum of $1,000,000.00 per occurrence for bodily injury and property damage; $2,000,000.00 aggregate.
   c) Coverage shall be at least as broad as Insurance Service's Office Number CG 0001.

d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
e) The coverage shall include but not be limited to the following: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, "Explosion, Collapse, and Underground" coverage.

5. Business Automobile Liability
   a) Business Automobile Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide.
   b) Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.
   c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in item 2 of the declaration page.
   d) The coverage shall include owned or leased autos, non-owned autos, and hired cars.

6. Umbrella/Excess Liability
   a) In addition to all other liability insurance coverage required to be provided by the Contractor pursuant to this Section 27, the Contractor shall provide an umbrella/excess liability policy. The coverage limit minimum shall not be less than $1,000,000.00.
7. Workers' Compensation Insurance
   a) Pursuant to the requirements set forth in *Title 28, section 110.110, Texas Administrative Code,* all employees of the Contractor, all employees of any and all Subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance police; either by directly through their employer's policy (the Contractor or Subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a Subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and Subcontractors must use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the Subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.
   b) The workers' compensation insurance shall include the following terms:
      (i) Employer's liability limit of $1,000,000.00 for each accident is required.
      (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04", shall be included in this police
      (iii) Texas must appear in Item 3A of the Worker' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

   c) The following shall be a requirement of this Agreement and, pursuant to the explicit terms of *Title 28, Section 110.110(c)(7),-Texas Administrative Code,* the bid specifications, and this Agreement, all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions

A. Certificates of Coverage ("Certificate") – A copy of a Certificate of Insurance, a Certificate of Authority to Self-Insure issued by the Texas Workers' Compensation Commission, or a Coverage Agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("Subcontractors" in §406.096, Texas Labor Code) – Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity.

1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period

shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to;

1) provide coverage, based on proper reporting of classification codes an payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

3) provide the Contractor prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4) obtain from each other person with whom it contracts, and provide to the Contractor:
   a) a certificate of coverage, prior to the other person beginning work on the project , and
   b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have know, of any change that materially affects the provision of coverage of any person providing services on the project; and

7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g) with the certificates of coverage to be provided to the person for whom they are providing services

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

Certificates of Insurance: Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain the following provisions and warranties;

11.8.1 The company is licensed and admitted to do business in the State of Texas.

11.8.2 The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.

11.8.3 All endorsements and insurance coverage are provided according to requirements and instructions contained herein.

11.8.4 The form of the notice of cancellation, termination, or change in coverage provisions to the City of Leander.

Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

ATTACHMENT H – CONTRACT
For
City of Leander Police and Fire Departments'
Parking Rehabilitation Project (#Q16-004)

This Contract for Construction Services (the "Contract") is made and entered into this ___ day of _____, 2016 by and between the **City of Leander**, Williamson County, Texas (here after referred to as the "City") and _____(hereinafter referred to as "Contractor"). The City and the Contractor are referred to collectively as the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the Parties hereto agree as follows:

Section 1. CONTRACTOR DUTIES:

A. The Contractor shall provide the necessary labor, materials, insurance, and supervision to perform and complete the following project in accordance with all applicable plans and specifications and the bid proposal attached hereto as Exhibit "A", at 1916 Honeybee Lane, Leander Texas 78646 (the "Project site"):

City of Leander Police and Fire Departments' Parking Rehabilitation Project (the "Project").

B. The Contractor shall further:

1) Maintain the Project site in a clean and safe condition; and
2) Comply with all applicable local, state, and federal regulations in the performance of this Contract.

Section 2. FEE. A fee of _____ shall constitute full payment for the Project

Section 3. PAYMENT. Payments to the Contractor for the Project shall be made as provided in this Section.

A. 25% of the total fee shall be due upon initiation of construction. 50% shall be due at substantial completion, and the remaining 25% shall be due upon completion of the project, final inspection, and acceptance by the owner. The Contractor shall include the contractor's affidavit verifying that all subcontractors have been paid for services rendered as of the date of the application for final payment.

B. After the final payment request has been submitted, the City shall inspect the work for compliance with this Contract. The Project must pass inspection by the City before the payment request will be approved. All work which has been rejected by the City shall be remedied or removed and replaced in an acceptable manner by the Contractor at his own expense.

C. The City may, on account of subsequently discovered evidence withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following:

1) Defective work.
2) Claims filed or reasonable evidence indicating probable filing of claims.
3) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
4) Claims filed or reasonable evidence indicating damage to another by the Contractor.
5) Claims filed or reasonable evidence indicating damage to third parties, including adjacent property owners.
6) Claims filed or reasonable evidence indicating unremedied damage to property owned by the City.
7) City's determination of an amount of liquidated damages.
8) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
9) Other amounts authorized under this Contract.

Section 4. <u>COMMENCEMENT OF WORK, COMPLETION OF WORK AND TERMINATION OF CONTRACT</u>.

A. The Project shall commence on_____, 2016 with substantial completion 30 calendar days and final completion 45 calendar days from the Notice to Proceed, in accordance with Paragraph 9.2 of the Request for Quote Documents (Attachment A).

B. If the Contractor fails to perform or to complete the Project in a reasonable amount of time, the City may hire another company to complete the work and deduct the fee paid to the replacement company from the fee due to Contractor under this contract.

C. This Contract may be terminated for cause in the event that either Party materially breaches the terms of this Contract. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) working days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following: a. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; b. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; c. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or d. The Contractor shall fail to remedy any default within fifteen (15) working days after written notice thereof from the City, or if such default cannot be remedied within that time the Contractor fails to commence cure and to pursue and obtain cure in a prompt and timely fashion, as the City Manager shall direct; or e. If the

Contractor shall after notice fail to comply with the requirements of this Agreement on a continuing or repeated basis for any reason.

D. This Contract may be terminated by the City for convenience with 30 days written notice to the Contractor.

Section 5. WARRANTY. The Contractor warrants that for a period of one (1) year following final completion, all work and materials will be of good quality, free from faults and defects, and in conformance with this Agreement and recognized industry standards. The one (1) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin and complete the corrective work at Contractor's expense. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

Section 6. INSURANCE. Contractor shall at all times during this Contract maintain in full force and effect Workmen's Compensation coverage and a minimum of $1,000,000 in comprehensive liability insurance for damages and personal injury. Before commencement of work hereunder, the Contractor agrees to furnish to the City Certificates of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

Section 7. BOND PROVISIONS; PERFORMANCE AND PAYMENT BONDS. Not required. ~~Pursuant to *Section 2253.021, Texas Government Code*, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds $50,000, and a performance bond is required if the Contract Amount exceeds $100,000. If the Contract Amount is below those amounts, the City may require payment and/or performance bonds for this Project. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed and provided in accordance with all requirements of *Article 7.19-1, Texas Insurance Code*, and *Chapt. 2253, Tex. Gov't. Code*, and all other applicable law, and the following:~~

~~(a) The Contractor shall execute performance and payment bonds for the full Contract Amount.~~

~~(b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.~~

~~(c) The Contractor shall provide original, sealed, and complete copies of the executed bonds at the time of execution of this Agreement and prior to the commencement of work. Copies of the bonds shall be incorporated herein by reference as a part of this Agreement.~~

~~(d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period. The statute of limitations provided in Sec. 2253.021, Tex. Gov't. Code,~~

~~shall not begin to run until the earlier of abandonment by or termination of the Contractor, or the expiration of the one year warranty period.~~

~~(e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.~~

~~(f) If a performance and a payment bond has been provided for this Agreement, such bonds shall be and remain in full force and effect as provided by law and the City may act to enforce or require performance by the Surety. If the Contractor abandons the work, is terminated for cause, or fails to comply with the warranty during the warranty period, and the Surety does not agree to promptly proceed to complete the work, no term, provision or condition of this Agreement, no action by the City to protect the work, or the City's investment in the work, or to complete the work, or to obtain any remedy against the Contractor, shall be or constitute a waiver of any right or cause of action under the bonds.~~

Section 8. **SUBCONTRACTORS.** Use of subcontractors by the Contractor is permitted provided that the Contractor shall be and remain responsible for all services and performance provided under this Contract.

Section 9. **INDEPENDENT CONTRACTOR**. Contractor expressly agrees that Contractor, during the term of this Contract, is not and shall not be an employee of the City, but is and independent contractor, and no withholding of Social Security or federal Income Tax or other deductions shall be made from the sums agreed to be paid to the Contractor in the pricing schedule.

Section 10. **NONDISCRIMINATION.** Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

Section 11. **INDEMNITY.** Contractor will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract based upon any willful or negligent act or omission of the City, its officer, agents, servants and employees.

Section 12. **NOTICES**. Any notice required or desired to be given under this Contract shall be in writing with copies directed as indicated and shall be personally delivered or given by mail to the respective addresses for the parties set forth herein. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two hours from the time when notice was deposited in the United States mails (certified or registered, return receipt requested, postage prepaid), addressed to the party to be served with a copy as indicated herein. Either party may change its address for purposes of notice by giving notice of such change of address to the other party.

Section 13. APPROPRIATIONS. Notwithstanding any provision contained herein, the financial obligations of the City contained herein are subject to and contingent upon appropriations by the City Council of such funds or other revenues being available, received and appropriated by the City in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the City.

Section 14. NO JOINT VENTURES; NO THIRD PARTY BENEFICIARIES. This Contract shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the Parties hereto. Nor shall this Contract be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this contract. Nothing herein shall ever be construed to confer upon any third person any rights, benefits or remedies, contractual or otherwise, as a third party beneficiary by reason of this Contract.

Section 15. GOVERNMENTAL IMMUNITY. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the City or its officers and employees. Neither the City, nor its officers and employees waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 16. AMENDMENTS AND CHANGES. No alteration, addition or amendment to the terms of this Contract shall be made except by a formal written amendment hereto executed by both the Contractor and the City.

Section 17. ORAL AND WRITTEN AGREEMENTS. Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Contract have been reduced to writing and are contained herein. This Contract states the sole and exclusive terms of agreement between the parties regarding the subject matter of this Contract, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

Section 18. COMPLIANCE WITH LAWS. Contractor shall conduct operations under and provide all services pursuant to this Contact in compliance with all applicable laws, rules, regulations, including municipal ordinances.

Section 19. TEXAS LAW GOVERNS. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

IN WITNESS WHEREOF, the parties have executed and attested this Contract by their officers' thereunto duly authorized as of the date herein first written.

City of Leander (Owner) _____ (Contractor)

_____ _____

Kent Cagle, City Manager

Date:_____ Date:_____

Attested: _____
Debbie Haile, City Secretary

EXHIBIT A

Request for Quotes