

**Dept:\*** Purchasing

**Contract ID:** 20786

**For:** Public Works

**Bid Number:** 21063

**Contact Name:** Angi Mize

**Contact Phone:\*** 8262

**Contact Email:\*** amize@gptx.org

**Vendor Name:** Innovative Roadway Solutions, LLC

**Vendor Email:** kking@missouripetroleum.com

**Project Name:** Surface Preservation Treatment Services (21063)

**Summary:** initial contract

**Permanent Retention\***

Yes

No

**Contract Amount**

\$ 200,000.00

**Total Contract Amount over all terms**

\$ 1,000,000.00

**Account #**

**Work Order #**

## Dates

**Implementation Date**

5/5/2021

**Termination Date**

4/30/2022

**Council Approval Date**

5/4/2021

## Contract Approvals

**Department Manager:**

*Kathleen Mercer*

**Date** 5/12/2021

**City Attorney Signature**

*Megan Mahan*

**Date** 5/12/2021

**City Manager Signature**

*Cheryl Y. De Leon*

**Date** 5/16/2021

**City Secretary Signature**

*HL Galicia*

**Date** 5/17/2021

**CITY OF GRAND PRAIRIE  
SERVICES PRICE AGREEMENT**

**THIS CONTRACT** is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the “CITY”), and **INNOVATIVE ROADWAY SOLUTIONS, LLC** (hereinafter referred to as “VENDOR”) and evidences the following:

**I. PURPOSE**

VENDOR shall provide surface preservation treatment per bid award resulting from VENDOR’s response to RFB #21063, submitted by Kevin King, on April 12, 2021.

**II. DESCRIPTION OF SERVICES**

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

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

**III. PERFORMANCE OF WORK**

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

#### **IV. PAYMENT**

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$200,000.00 without additional approval. VENDOR'S invoices must be delivered to the attention of the department placing the order. The City will pay invoices as work is completed and within 30 days after receipt of an invoice or certification by the City that the work is performed in a good and workmanlike manner, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

#### **V. TERM OF THE CONTRACT**

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of May 5, 2021. No new orders shall be accepted, against this Contract term, after midnight on April 30, 2022. Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

#### **VI. CONTRACT ASSIGNMENT**

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

#### **VII. CONFLICT OF INTEREST**

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

## **VIII. CHANGE IN WORK**

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

## **IX. CONFIDENTIAL WORK**

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

## **X. OWNERSHIP OF DOCUMENTS**

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

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

## **XI. NONDISCRIMINATION**

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to ensure, in connection with any work under this Contract, VENDOR, VENDOR'S associates, sub-vendors, and employees will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical or mental handicap, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract. VENDOR verifies that it does not "boycott Israel" as that term is defined in Tex. Govt. Code §808.001, and will not boycott Israel during the term of this contract.

## **XII. INDEPENDENT VENDOR**

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

## **XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY**

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

## **XIV. INSURANCE**

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

## **XV. NO VERBAL AGREEMENT**

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

## **XVI. TERMINATION**

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

## **XVII. VENUE**

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

## **XVIII. APPLICABLE LAWS**

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

## **XIX. CONTRACT INTERPRETATION**

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

## **XX. NOTICES**

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

### **CITY:**

City of Grand Prairie  
ATTN: Angi Mize, Sr. Buyer/ Purchasing Division  
300 Main Street, Grand Prairie, TX 75050  
PO Box 534045, Grand Prairie, TX 75053-4045  
Phone 972-237-8262 | Email [purchasingfax@gptx.org](mailto:purchasingfax@gptx.org)  
Accounts Payable Contact: [accountspayable@gptx.org](mailto:accountspayable@gptx.org)

City of Grand Prairie  
ATTN: Dane Stovall, Streets Division  
1821 S. SH 161, Grand Prairie, TX 75052  
PO Box 534045, Grand Prairie, TX 75053-4045  
Phone 972-237-8256 | Email dstovall@gptx.org

**VENDOR:**

Innovative Roadway Solutions, LLC  
ATTN: Kevin King, President  
493 Dr. M. Roper Pkwy. N., Bullard, TX, 75757  
Phone 903-894-4520 | Email kking@missouripetroleum.com

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

**XXI. SEVERABILITY**

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

**XXII. RIGHT OF REVIEW**

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

**XXIII. WAIVER OF ATTORNEYS FEES**

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



**XXIV. NON-COLLUSION**


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

EXECUTED this the \_\_\_\_\_ day of 5/16/2021.

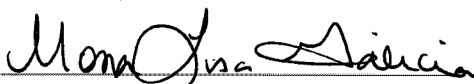
**CITY OF GRAND PRAIRIE, TEXAS**

By:   
Deputy City Manager

**INNOVATIVE ROADWAY SOLUTIONS, LLC**

By:   
Printed Name: Kevin King

ATTEST:

  
Mona Lisa Galicia, City Secretary

Title: President

APPROVED AS TO FORM:

  
Megan Mahan, City Attorney



Dream Big ★ Play Hard

CITY OF GRAND PRAIRIE, TEXAS

**REQUEST FOR BIDS**

RFB # 21063 – Surface Preservation Treatment

**DUE DATE: PRIOR TO 2PM APRIL 13, 2021**

**DUE TO:** Angi Mize, Sr. Buyer  
Purchasing Division  
[www.publicpurchase.com](http://www.publicpurchase.com)  
Grand Prairie, Texas 75050

**CLEARLY MARK BID AS “RFB # 21063”**

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

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CITY OF GRAND PRAIRIE  
ADVERTISEMENT FOR BIDS

Sealed bids will be received via [www.PublicPurchase.com](http://www.PublicPurchase.com) until **April 13, 2021** at 2:00 PM, and publicly opened and read via teleconference for the purchase of the following:

***BID # 21063 – Surface Preservation Treatment***

There will be a mandatory pre-bid meeting held on Tuesday, April 6, 2021 at 10:00 a.m. on [zoom.com](https://zoom.com); contact Purchasing for details.

Further information and specifications may be obtained at [www.publicpurchase.com](http://www.publicpurchase.com), [www.gptx.org](http://www.gptx.org), or from the Purchasing division at (972) 237-8262.

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

Publish: March 25<sup>th</sup> & April 1<sup>st</sup> 2021

**1. PROJECT SCOPE**

It is the intent of this specification to obtain an annual price agreement for the application of surface preservation treatment services for the City of Grand Prairie Streets Division. Application of a surface preservation treatment consists of an engineered mixture of aggregates, clay, polymers, additives, and asphalt emulsion. Routes will be identified as part of a work order issued later.

**2. REFERENCES**

**2.1 AASHTO STANDARDS:**

- a. R 9 Acceptance Sampling Plans for Highway Construction
- b. T11 Materials Finer than # 200 Sieve
- c. T 27 Sieve Analysis of Fine & Coarse Aggregates
- d. T 59 Standard Method of Test for Emulsified Asphalt
- e. T 84 Specific Gravity and Absorption of Fine Aggregate
- f. T-308 Determining the Asphalt Binder Content of Hot-Mix Asphalt (HMA) by the Ignition Method

**2.2 ASTM STANDARDS:**

- a. C 117 Materials Finer Than 0.075mm (No. 22) Sieve in Mineral Aggregates by Washing
- b. C 136 Sieve Analysis of Fine and Coarse Aggregates
- c. D 5 Standard Test Method for Penetration of Bituminous Materials
- d. D 244 Standard Test Methods and Practices for Emulsified Asphalts
- e. D 6937 Standard Test Method for Determining Density of Emulsified Asphalt
- f. D 2196 Rheological Properties of Non-Newtonian Materials by Rotational Viscometer (Brookfield Type)
- g. D 3910 Standard Practices for Design, Testing and Construction of Slurry Seal

**3. SUBMITTALS**

**3.1 MIX DESIGN: (provide the following as per agency requirements)**

- a. Date of mix design
- b. Type and grade of emulsified asphalt source; Table 1-Emulsified Asphalt
- c. Asphalt mastic properties; Table 3-Mix Design
- d. Field Performance Asphalt mastic properties; Table 4-Asphalt Mastic-Mfg. & Field Samples
- e. Fine aggregate physical properties; Table 2-Aggregate
- f. Target Grading Curve for blend as per mix design aggregate
- g. Application rates

**4. WEATHER**

**4.1 TEMPERATURE:**

- a. Apply surface treatment material when pavement and air temperature in the shade is above 60°F and rising
- b. Do not apply surface treatment material when the temperature is projected below 32°F within 72 hours prior or after planned application

**4.2 MOISTURE AND OTHER CONDITIONS:**

- a. Do not apply surface treatment material during rain, when road surface moisture is present, or during other adverse weather conditions
- b. Cease operation when weather or other conditions prolong opening pavement surface to traffic beyond four (4) hours after completion of final application

**5. ACCEPTANCE**

**5.1** Based on agency preferred method quality control, quality assurance

- a. Field inspection verification coverage and application rate
- b. Engineer required certification off field performance as per table

**5.2** Mat Appearance

- a. No runoff onto concrete curbs, curb pans, and shoulders
- b. No streaking
- c. No light spots
- d. No de-bonding due to road contaminants
- e. Total coverage of pavement surfaces that provides a homogeneous appearance

**6. EMULSIFIED ASPHALT**

Use emulsified asphalt, grades CSS-1 or CSS-1h in accordance with Table 1

<b>Table 1 – Emulsified Asphalt</b>			
<b>Criterion</b>	<b>Standard</b>	<b>Min</b>	<b>Max</b>
Viscosity, Saybolt Furol at 77°F, seconds	T-59 / D244	15	100
Particle Charge Test In case of inconclusive particle charge, material having a maximum pH value of 6.0 will be acceptable as a CSS type	T-59 / D244	Positive	
Sieve %	T-59	0	0.1
Residue by Distillation, percent	T-59	57	--
Penetration at 77° F, 100 g, 5 seconds (Test on Residue from Distillation)	T-49 / D-5	15	150

**7. AGGREGATE**

Use aggregate that is clean and free from organic matter or other detrimental substances; Ensure the aggregate meets requirements in Table 2

<b>Table 2 - Aggregate</b>			
<b>Physical Properties (a)</b>			
<b>Gradation (c)</b>			
<b>Sieve</b>	<b>Standard</b>	<b>Master Grading Band Limits Percent Passing</b>	<b>Target Tolerance</b>
No. 8	C136	100	
No. 16	C136	80 – 100	
No. 30	C136	75 – 100	+/- 5
No. 60	C136	50 – 85	+/- 5
No. 100	C136	40 – 65	+/- 5
No. 200	C117	25 – 65	+/- 5
a) Perform physical property tests on aggregates that are received before blending into sealer. b) Includes all mineral components			

**8. CENTRAL PLANT ADDITIVES**

- 8.1** Polymers, clays and other additives may be used at the central plant, as necessary, to achieve mix design performance
- 8.2** Required minimum latex content by weight shall be 4%
- 8.3** The central plant shall use water that is clean, non-detrimental, and free from salts and contaminants
- 8.4** Contractor shall not dilute mixture in the field with water or any other additive

**9. MIX DESIGN**

<b>Table 3</b>			
<b>Asphalt Mastic – Mix Design</b>			
<b>Test</b>	<b>Standard</b>	<b>Min</b>	<b>Max</b>
Wet-Track Abrasion Loss (3-day soak), g/m <sup>2</sup> (a)	ISSA TB 100 D3910	--	80
Asphalt content by Ignition Method, percent	AASHTO T 308	30	--
<b>NOTES</b> (a) Use the modified method to account for realistic application depth and fine emulsion mixture.			

**10. PRODUCTION & FIELD SAMPLE**

<b>Table 4</b>			
<b>Asphalt Mastic – Manufacture &amp; Field Samples</b>			
<b>Test</b>	<b>Standard Method</b>	<b>Min</b>	<b>Max</b>
Solids content by evaporation	T-59*	48%	--
Asphalt content by Ignition Method, percent	T 308**	30%	--
Rotational Viscosity @ 20 RPM / RV spindle (cPs) @ 25 C	ASTM D2196	800	4000
Sieve test on material before addition of aggregate. Using # 20 mesh screen McMaster Carr item # 85385T73 or similar		0	0.5%
*T-59 sample shall be dried to a state where weight measurements taken 30 minutes apart indicate do not change more than 0.1%			
** Sample size should be reduced to achieve asphalt quantity <b>Important!</b> This test should be performed on a completely dry sample			
All tests should be performed within 7 days of sampling			

**11. CONSTRUCTION EQUIPMENT**

- 11.1 MIXING EQUIPMENT** – All materials shall be thoroughly mixed as to produce a homogenous surface treatment. Individual volume or weight controls for proportioning each material in the mix shall be provided. Materials shall be added by a calibrated controlled device capable of monitoring the amount of material used at the time.
- 11.2 DISTRIBUTION EQUIPMENT** – The distributor shall be equipped with a full sweep agitation system, a pumping system designed to handle fine aggregate mixes and sufficient power to operate the full spray system and the agitation system at the same time. The distribution equipment shall be equipped with a monitoring system that ensures the even distribution of material and measures the application rate of the mix.
- 11.3 STORAGE TANKS** – If the mix is being delivered from a central mixing plant, then a job site storage tank shall have a minimum capacity of the entire transport load. The storage tank shall have an internal full sweep mixing system having a mixing capability of providing a homogenous mix representing the mix design at any given location within the tank.



**12. PREPARATION**

**12.1 SURFACE CLEANING**

- a. Remove loose material, mud spots, sand, dust, oil, vegetation and other contamination material
- b. When using water to clean pavement, allow cracks and surface to dry thoroughly

**12.2** Protect trees, plants and other ground cover from damage

**12.3** Prune trees to allow equipment passage underneath

**12.4** Mask off end of streets and intersections to provide straight lines

**12.5** Protect curb, gutter and sidewalk from spatter, mar or overcoat

**13. APPLICATION**

**13.1 GENERAL**

- a. Pre-treatment is required to be applied to existing pavement surfaces. Pre-treat may be waived on shoulder and rumble strip applications.
  - i. The pre-treat concentrate from a certified supplier shall be diluted as per supplier with water and applied at a minimum 0.023 to 0.030 maximum gallons per square yard to provide full coverage of the pavement surface.
  - ii. The application of Mastic shall be applied after a minimum cure time of 10 minutes after the pre-treat is applied. The cure time can be waived if placed directly in front of application of Mastic behind rear wheel of the distributor. Pre-treat shall not be exposed to traffic.
- b. Two separate application coats are required. The first application must be thoroughly set and free of any damp areas before the second application begins.
- c. Make straight lines along lip of gutters and shoulders. Keep same thickness in these areas. No runoff on these areas will be permitted.

**13.2 APPLICATION RATE**

- a. Based upon weigh tickets and yield tests
- b. Adjust per surface conditions, only after obtaining review by Engineer
- c. First coat is 0.10 to 0.20 gallons per square yard maximum.
- d. Total quantity after second coat shall be 0.25 to 0.35 gallons per square yard
  - i. Pavement with a very low or very high amount of macro texture may require adjustment of the application rate beyond this range.
- e. Two applications can be waived on shoulder and rumble strip applications only. A maximum single coat application rate shall be no greater than 0.25 gallons per square yard

### **13.3 PLACEMENT**

- a. Application should be even and free of obvious light and heavy areas
- b. Spray pattern shall provide even application across the width of the pavement and the individual spray nozzle to minimize longitudinal streaking
- c. It may be advantageous to apply the Mastic in the bi-directional manner to minimize shadowing. If traffic flow allows from a safety and construction consideration
- d. Do not reduce application rate along edges or around manhole covers
- e. Apply straight lines aligned with the pavement edge
- f. Hand sprayers and squeegees to apply mix in areas that cannot be reached with distribution spray bar
  - i. Provide complete and uniform coverage
  - ii. Avoid unsightly appearance from the handwork

### **13.4 AFTER APPLICATION**

- a. Protect surface treatment material from traffic until it has cured to tack and it is capable of supporting traffic without any tracking
- b. Do not apply permanent lane markings or paint until final application of material is dried to tack free condition or as required by Engineer

## **14. VENDOR RESPONSIBILITIES**

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

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

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

**15. VENDOR QUALIFICATIONS**

- 15.1.** Vendor must be engaged in the business of providing surface preservation treatment services for a minimum of five years within the last seven years.
- 15.2.** Vendor must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.
- 15.3.** Vendor must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The Vendor shall choose references that illustrate the Vendor's ability, capacity, and skill to perform the contract as specified.
- 15.4.** Vendor's facility that will be used as the primary point for providing service to the City must be located within 50 miles of the City's City Hall.

**16. SAFETY REQUIREMENTS**

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

**17. PAYMENT AND INVOICING**

**17.1. Payment** - The City will authorize payment upon satisfactory completion, inspection and acceptance by the City. Repair work found unacceptable by the City will be corrected at the Vendor’s expense. All work will be performed in accordance with the outlined quote and purchase order furnished by the city. Vendors are subject to non-payment for any/all unauthorized repair/restoration work.

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

- a. Purchase Order number
- b. Invoice number
- c. Total Hours Charged
- d. Contract rates
- e. Total amount due

**18. PROCUREMENT SCHEDULE**

The projected schedule for this procurement is as follows:

<b>Activity</b>	<b>Target Dates</b>
Release Bid	Friday, May 13, 2016
Deadline for Questions	Friday, May 20, 2016
Responses to Questions	10:00 am Monday, May 23, 2016
Deadline for Receipt of Bids	10:00 am Friday, May 27, 2016
Council Date	Tuesday, June 7, 2016

**19. CONTACT**

Information, questions or clarification concerning the intent of this RFB should be in writing and addressed to Angi Mize at [amize@gptx.org](mailto:amize@gptx.org) by 4:00 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie’s response to questions and requests for clarification will be posted to Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com))

**20. BID EVALUATION**

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Grand Prairie reserves the right to accept or reject all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter any contract deemed to be in the best interest of the city.

**21. EVALUATION CRITERIA**

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

<b>EVALUATION CRITERIA</b>		<b>POINTS</b>
1	Cost	50
2	Qualifications	25
3	References	10
4	Past Experience with the City or other municipality	10
5	Local Business Presence	5
<b>TOTAL POSSIBLE</b>		<b>100</b>

**22. SUBMITTAL RESPONSE GUIDELINES**

Vendor response to this Request for Bid shall include:

- 22.1.** Completed and signed proposal check list.
- 22.2.** Bid Pricing Form filled in with unit prices, extended prices, and total.
- 22.3.** Questionnaire and References pages 1 - 2 answered. References provided should be for similar work/projects with up to date contact information (phone and email).
- 22.4.** Bid Affirmation form reviewed and signed.
- 22.5.** Completed Historically Underutilized Business Questionnaire and completed House Bill 89 Verification Form.

**23. AGREEMENT TERMS AND AWARD**

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful Vendor will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within. **The annual estimated dollar value of this contract shall be \$200,000.00. Annual estimated quantities are not known and vary from year to year.**

## SOLICITATION STANDARD TERMS AND CONDITIONS

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

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

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

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

TYPE AMOUNT

- a. Workers' Compensation Statutory
- b. Employer's Liability \$1,000,000
- c. Comprehensive General Liability \$1,000,000  
(Combined Single Limit)
- d. Premises Operations
- e. Products Operations Hazard
- f. Contractual Insurance  
Comprehensive Automobile Liability \$1,000,000  
(Combined Single Limit)

40. **HB 1295 FORM:** At time of contract execution vendor must provide a signed HB 1295 Form received directly from the State of Texas.  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
41. **CONTRACT EXECUTION AND START DATE:** The awarded vendor will have ten calendar days after receiving the notice of award to return the executed contract, certificate of insurance, HB 1295 form, and vendor setup packet (when applicable). The CITY reserves the right to terminate the contract immediately, place the VENDOR on the City's debarred vendor list, and award to another VENDOR in the event the VENDOR fails to return the required documents by the indicated time. After documentation is received by the City a notice to proceed or purchase order will be issued. The vendor will have up to five calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.
42. **STORMWATER REQUIREMENTS:** The Contractor shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution in accordance with the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).
43. **LOCAL PREFERENCE:** Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible bidder, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination price and other economic benefits to the municipality. *Application for Local Bidder Preference must be submitted with bid to be considered by the City of Grand Prairie.* If your principal place of business is within the Grand Prairie city limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Bidder Preference.



**SUBMITTAL FORMS**

SUBMITTAL CHECK LIST – Company Name Innovative Roadway Solutions, LLC.

Interested parties MUST submit responses online through [www.publicpurchase.com](http://www.publicpurchase.com). Response **must** include all the following items listed below for consideration.

Please contact [vendorsupport@publicpurchase.com](mailto:vendorsupport@publicpurchase.com) for any issues in responding.

DOCUMENT		ATTACHED
1	Submittal Check List	<input checked="" type="checkbox"/>
2	Bid Pricing	<input checked="" type="checkbox"/>
3	Questionnaire & References	<input checked="" type="checkbox"/>
4	Submittal Affirmation	<input checked="" type="checkbox"/>
5	HUB Questionnaire and House Bill 89 Verification	<input checked="" type="checkbox"/>

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

  
Authorized Signature

Kevin L. King  
Print/Type Name

President  
Title

4/12/2021  
Date

# REVISED BID SHEET - ADDENDUM 1

Surface Preservation Treatment

BID SHEET ~ RFB #21063

Vendor:

IRS, LLC

Contact:

Kevin King

Email:

missouripetroleum.com

Phone:

9035215104

City/State:

All prices shall include any and all delivery fees, including but not limited to freight, fuel surcharge, and environmental fees

DESCRIPTION		QTY	UOM	UNIT PRICE
1	Surface Seal 5,000 to 10,000 sy	1	SY	\$ 2.98
2	Surface Seal 10,001 to 20,000 sy	1	SY	\$ 2.05
3	Surface Seal 20,000 to 300,000 sy	1	SY	\$ 1.99
4	Surface Seal 30,001 to 100,000 sy	1	SY	\$ 1.93
5	Surface Seal >100,000 sy	1	SY	\$ 1.84
6	Remove reflective markers	1	EA	\$ 2.00
7	Temporary tabs	1	EA	\$ 1.00
8	Traffic Control per job	1	JOB	\$ 4,000.00
<b>SAMPLE JOB QUOTE (for evaluation only)</b>				
9	*Road A - Large Job 1700 x 30 (specs below)	1	JOB	
10	*Road B - Small Job 400 x 30 (specs below)	1	JOB	
<b>TOTAL</b>				

\* Quantity bid as one each for each item. See paragraph 11 for typical work included as part of a work order. Actual quantity subject to work order details; Bid quantity will vary based on detailed work order. \*\* Projects for less than < 49,999 will have a scope planned for 3 or less working days.

*SAMPLE SPECS				
Sample Road	Road Length (Ft)	Road Width (Ft)	Surface Seal (Sq. Yds.)	Primer (SF)
Road A	1700	30	5666.67	200
Road B	400	27	1200.00	100

INNOVATIVE ROADWAY SOLUTIONS, LLC.  
 Kevin L. King PRESIDENT  
 KEVIN L. KING 4/12/2021

**BID PRICING**

SEE ATTACHED  
RFB # 21063 ADDENDUM 1

	DESCRIPTION	QTY	UOM	UNIT PRICE
1	Surface Seal < 5000	1	SY	
2	Surface Seal > 5001	1	SY	
3	Primer	1	SF	
4	Remove reflective markers	1	EA	
5	Temporary tabs	1	EA	
6	Traffic Control per job	1	JOB	
<b>SAMPLE JOB QUOTE (for evaluation only)</b>				
7	*Road A - Large Job 1700 x 30 (specs below)	1	JOB	
8	*Road B - Small Job 400 x 30 (specs below)	1	JOB	
<b>TOTAL</b>				

\* Quantity bid as one each for each item. See paragraph 12 for typical work included as part of a work order. Actual quantity subject to work order details; Bid quantity will vary based on detailed work order. \*\* Projects for less than < 49,999 will have a scope planned for 3 or less working days.

<b>*SAMPLE SPECS</b>				
Sample Road	Road Length (Ft)	Road Width (Ft)	Surface Seal (Sq. Yds.)	Primer (SF)
Road A	1700	30	5666.67	200
Road B	400	27	1200.00	100

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

Vendor Name INNOVATIVE ROADWAY SOLUTIONS, LLC.

Authorized Signature 

Title PRESIDENT

Print/Type Name KEVIN L KING

Date 4/12/2021

## QUESTIONNAIRE

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

GENERAL CONTACT INFORMATION			
<b>Primary Contact:</b>	Kevin King	<b>Title:</b>	President
<b>Vendor Name:</b>	Innovative Roadway Solutions, LLC.		
<b>Vendor Address:</b>	493 Dr. M. Roper Pkwy. N.		
<b>City:</b>	Bullard	<b>State:</b>	TX
		<b>Zip:</b>	75757
<b>Phone:</b>	9038944520	<b>Fax:</b>	9038944620
<b>Email:</b>	kking@missouripetroleum.com	<b>Tax ID:</b>	82-2901374

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

REFERENCE #1			
<b>Reference Name:</b>	Chuck Samson	<b>Title:</b>	Contract Mgr.
<b>Reference Organization:</b>	City of Tyler Texas		
<b>Project Title:</b>	City of Tyler ONYX Surface Seal		
<b>Email:</b>	csamson@tylertexas.com	<b>Phone:</b>	9032797822

REFERENCE #2			
<b>Reference Name:</b>	Shane Cunningham	<b>Title:</b>	DOC
<b>Reference Organization:</b>	TxDOT Tyler		
<b>Project Title:</b>	2020 Tyler District Seal Coat		
<b>Email:</b>	shane.cunningham@txdot.gov	<b>Phone:</b>	9032624915

REFERENCE #3			
<b>Reference Name:</b>	Tom Reitz	<b>Title:</b>	Chief Inspector
<b>Reference Organization:</b>	St Charles County Missouri		
<b>Project Title:</b>	ONYX Surface Treatment		
<b>Email:</b>	treitz@sccmo.org	<b>Phone:</b>	6369497305

**EXPERIENCE**

How many years has your company been involved in providing these types of commodities or services?

Years:	9	Months:	
Do you have a corporate office, branch office or warehouse located in the Grand Prairie city limits? (5 points)	Yes	No	NO

Address if different from above:

Please list all government entities your firm has worked with in the past three (3) years:

Smith County TX	City of Tyler TX
Cherokee County TX	City of Chandler TX
City of Columbia MO	Boone County M)
City of Bentonville AR	Jasper County MO
TxDOT AMA, BWD, WFS, TYL, PAR	Missouri DOT

**BILLING**

What is the timeframe an invoice should be expected after services/commodities are delivered?

Days	3	Weeks		Months	
------	---	-------	--	--------	--

Briefly explain how your business maintains and executes a service schedule for various locations:

A project schedule will be developed and submitted once roadways are defined. WE will intend to move in once and complete roadways in the sequence submitted.

**LEGAL INFORMATION**

Has your firm failed to complete a contract?	Yes		No	NO
<i>If yes, please identify the project and date:</i>				
Do you have any litigation issues pending in the last three (3) years?	Yes		No	NONE
<i>If yes, please explain:</i>				
Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?	Yes		No	NO
<i>If yes, please explain:</i>				

# SUBMITTAL AFFIRMATION FORM

## FORM AND ADDENDA ACKNOWLEDGEMENT

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

X All items identified in Submittal Checklist have been submitted

Addendum No. 21603 ADDENDUM 1

## INTERLOCAL PURCHASING

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

Yes

No

## OTHER CONDITIONS

The undersigned agrees to the following:

A. Agrees that the submittal is complete and all required information/forms were submitted.

B. Agrees that the bid package was fully reviewed and fully understands the requirements.

C. Agrees to the Terms & Conditions as included in this bid packet and have noted any exceptions.

D. Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.

E. Will supply all required insurance, and execute contract within the time stated on the notice of award.

F. Affirms that the submittal was not prepared in collusion with any other firm and the contents of this submittal have not been communicated by the undersigned or any agent with any other person engaged in this type of business.

## SUBMITTAL CERTIFICATION

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

Authorized Signature

Kevin L. King

Print/Type Name

President

Title

4/12/2021

Date



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE**

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

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

No  
 Yes; and certifying agency: \_\_\_\_\_

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

**HOUSE BILL 89 VERIFICATION**

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

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

*Pursuant to Section 2270.01, Texas Government Code:*

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

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

  
\_\_\_\_\_  
Authorized Signature

Kevin L. King  
\_\_\_\_\_  
Print/Type Name

President  
\_\_\_\_\_  
Title

4/12/2021  
\_\_\_\_\_  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

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

Innovative Roadway Solutions  
 Bullard, TX United States

Certificate Number:  
 2021-751292

Date Filed:

05/12/2021

Date Acknowledged:

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

City of Grand Prairie, TX

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

RFB # 21063  
 ONYX Surface Preservation Treatment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McMurtrey, Greg	St Louis, MO United States	X	

5 Check only if there is NO Interested Party.

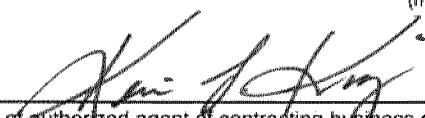
6 UNSWORN DECLARATION

My name is KEVIN L. KING, and my date of birth is 02/01/1968.

My address is 11993 FM 346 W, BULLARD, TX, 75757, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in SMITH County, State of TEXAS, on the 12<sup>th</sup> day of MAY, 20 21.  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2021

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

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

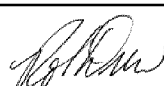
<b>PRODUCER</b> McGriff Insurance Services, Inc. P.O. Box 10265 Birmingham, AL 35202	<b>CONTACT NAME:</b> Martha Lee Hawkins <b>PHONE (A/C, No, Ext):</b> 800-476-2211 <b>E-MAIL ADDRESS:</b> mhawkins@mcgriff.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Innovative Roadway, LLC 493 Doctor M. Roper Pkwy N Bullard, TX 75757	<b>INSURER A :</b> American Guarantee and Liability Insurance Company		26247
	<b>INSURER B :</b> Arch Insurance Company		11150
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**      **CERTIFICATE NUMBER:**NFJPWUH8      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZAGLB9218904	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9241204	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			SXS107133003	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ZAWCI9388004 Part I WC excludes ND,OH,WA, WY; Part II EL includes ND,OH,WA, WY.	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The Certificate Holder is included as an Additional Insured on a primary and noncontributory basis for ongoing and completed operations by the General Liability policy, and the Automobile Liability and Excess/Umbrella Liability policies if required by written contract. A Waiver of Subrogation is included where permissible by law in favor of the aforementioned Additional Insured(s) by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability and Excess/Umbrella Liability policies if required by written contract. In the event of cancellation by the insurance company(ies) the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

<b>CERTIFICATE HOLDER</b>  The City of Grand Prairie P.O. Box 534045 Grand Prairie, TX 75053	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



**ADDITIONAL REMARKS SCHEDULE**

<b>PRODUCER</b> McGriff Insurance Services, Inc.		<b>INSURED</b> Innovative Roadway, LLC	
<b>POLICY NUMBER</b>			
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>ISSUE DATE:</b> 05/10/2021	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

Professional Liability  
 Insurer: Indian Harbor Insurance Company  
 Policy Number: CEO744648503  
 Effective Date: 10/01/2020 - 10/01/2021

Limits of Liability:  
 \$1,000,000 Each Claim  
 \$1,000,000 Aggregate Limit  
 \$20,000,000 Policy Aggregate Limit  
 \$50,000 Self Insured Retention