

Service Contract / Agreement

STATE OF TEXAS
CITY OF KILLEEN
BELL COUNTY

THIS AGREEMENT is made and entered into this 28th day of April, 20 20, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and Intermountain Slurry Seal, Inc., of the City of Lewisville, County of Denton, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

In consideration of the promises, performances, payments, and agreements set forth herein CONTRACTOR hereby agrees to deliver:

Bid 20-03 Street Construction Materials and Services and all Work in accordance with the specifications (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

Slurry Seal Service, estimated quantity of 450,000 square yards

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 "Emulsified Asphalt Slurry Seal" of the type specified. This price shall be full compensation for furnishing all labor, equipment, time, materials, and incidentals necessary to complete the work.

Surface preparation and cleaning will not be measured or paid directly but shall be considered subsidiary to Item No. SS314 "Emulsified Asphalt Slurry Seal".

Payment for work meeting specifications will be made under:

Pay Item Emulsified Asphalt Slurry Seal , Type II Mod., at a rate of 25 lbs/SY - \$3.40 – **utilized by Street Operations**

Pay Item Emulsified Asphalt Slurry Seal , Type II Mod., at a rate of 18 lbs/SY - \$2.70

Per reference Bid 20-03, Street Construction Materials and Services – specification and requirements attached

Pricing & Term

Contract term shall be for a two year (2) period upon execution by the City of Killeen. . The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

1. **Option Clause:** It is agreed that the City will have the option to extend the contract for up to two (2) additional years, in one (1) year intervals. This option will occur automatically at the end of the previous term unless the City / Contractor serve notice 60 days prior to contract termination or the end of any extension period. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
2. **Escalation Clause.** Should market conditions prevail which dictate an increase, the CONTRACTOR may submit documentation requesting permission to increase pricing no later than 90 days prior to the end of the initial twelve (12) months of contract. If the CONTRACTOR fails to give timely notice, price may not be increased. Escalation may only occur after the initial twelve (12) months of the contract and only upon securing the approval of the City of Killeen in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.
3. **After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without price adjustments..**
4. Pricing shall remain firm during the initial term of the contract. If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting

anticipated percentage of annual escalation.

AFTER INITIAL 12 MONTHS OF CONTRACT ESCALATION 0 %

FIRST ADDITIONAL YEAR ESCALATION 0 %

SECOND ADDITIONAL YEAR ESCALATION 0 %

Any request in price change with supporting documentation shall be sent to only:

City of Killeen
Attn: Purchasing Division
802 N. 2nd Street
Building E, 2nd Floor, Rm #215
Killeen TX 76541

On the envelope place "Price Change Notification Bid No. 20-03"

Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase **No, Only the City of Killeen can purchase.**

Independent Contractor

Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Insurance

Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).

On all policies, except Worker's Compensation, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Prevailing Wage Rates

The Contractor shall pay each employee prevailing wages as set forth in the Davis Bacon Wage Determination attached hereto.

Subcontracts and Assignments

Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification

To the fullest extent permitted by law, Contractor, shall indemnify and hold harmless the Owner, and the Owner's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the Contractor or its officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination

This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. Owner may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law

This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability

If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival

Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver

Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Entire Agreement

This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Proposal and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement. Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

OWNER

By: _____
City of Killeen

Date

CITY MANAGER
Title of Signatory

By: _____
City Attorney

Date

CONTRACTOR

By:  _____
Intermountain Slurry Seal, Inc.

04/21/20

Date

Ashley M. Stinson

Printed Name of Signatory

Vice President

Title of Signatory, Authorized Representative

ATTEST (as applicable)



SLURRY SEAL SERVICES REQUIREMENTS AND SPECIFICATIONS

Description:

This item shall govern for a slurry seal course composed of a mixture of an approved polymer modified asphalt emulsion, mineral aggregate, water, and 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 Director of Street Services or designee. The completed slurry seal shall leave a visibly homogeneous mat, adhere firmly to the prepared surface, and have a friction resistant surface texture throughout its service life.

Materials:

The Bidder shall furnish material to meet the requirements specified herein and shall be solely responsible for the quality and consistency of the product delivered to and placed on each project.

- 1.) **Emulsified Asphalt.** The emulsified asphalt shall conform to TxDOT 2004 Item No. 301 “Asphalts, Oils, and Emulsions”, Grade CSS-1P or approved Polymer Modified CQ-S to achieve a quick-set mix. Each load of emulsified asphalt shall be accompanied with a certificate of analysis/compliance to assure that it is the same as that used in the mix design.
- 2.) **Aggregate.**
 - a) **General.** The mineral aggregate used shall be the type and grade specified for the particular use of the slurry seal. The aggregate shall be manufactured crushed stone such as granite, slag, chat, or other high quality aggregate, or combination thereof. However, limestone will not be considered as an appropriate surface course aggregate and shall not be used. To assure the material is totally crushed, 100% of the parent aggregate shall be larger than the largest stone in the gradation to be used. Aggregate shall conform to Item No. 302 “Aggregates for Surface Treatments” with the exception of using the ISSA gradations shown below in the **Quality Tests** and **Gradation** sections.
 - b) **Quality Tests.** When tested according to the following tests, the aggregate shall meet these requirements.

Table 1
Aggregate Quality

TEST METHOD	REQUIREMENT	SPECIFIED VALUE
TxDOT Tex-203-F	Sand Equivalent	70 min.
TxDOT Tex-411-A	Soundness	30% max. using MgSO ₄
TxDOT Tex-410-A	Abrasion Resistance*	30 max.
TxDOT Tex438-A, Part 1	Polish Value	RSPV = 30 min.

*The abrasion test shall be run on the aggregate before it is crushed.

- c) **Gradation.** The target (mix design) aggregate gradation (including the mineral filler) shall be within the appropriate design band specified in the table below. The gradation shall be tested in conformance with test method TxDOT TEX-200-F, Part II, Washed Sieve analysis gradation requirements.

Table 2
Aggregate Gradation
Percent Passing by Weight or Volume

Sieve Size	ISSA Gradation				Stockpile Tolerance
	Type I	Type II	Type III	Type II Mod.	
3/8 (9.5 mm)	100	100	100	100	
#4 (4.75 mm)	100	90-100	70-90	90-100	±5%
#8 (2.36 mm)	90-100	65-90	45-70	65-90	±5%
#16 (1.18 mm)	65-90	45-70	28-50	25-46	±5%
#30 (600 um)	40-65	30-50	19-34	15-35	±5%
#50 (330 um)	25-40	18-30	12-25	10-25	±4%
#100 (150 um)	15-25	10-21	7-18	5-15	±3%
#200 (75 um)	10-15	5-15	5-15	5-15	±2%

- 3.) **Mineral Filler.** Mineral filler shall consist of thoroughly dried stone dust, Portland cement, fly ash, hydrated lime, or other mineral dust approved by the Director of Street Services or designee. Mineral filler shall be used if required by the mix design and shall be considered as part of the dry aggregate.
- 4.) **Water.** The water shall be free from harmful salts and contaminates.
- 5.) **Polymer Modifier.** Polymer modifier shall consist of a compatible cationic asphaltic modifier meeting the requirements set forth in Special Specification Item No SS301S “Asphalts, Oils, and Emulsions.”
- 6.) **Additives.** Additives may be used to accelerate or retard the break-set of the slurry seal, or improve the resulting finished surface: The use of additives in the slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments if required, after approval by the Director of Street Services or designee.

Paving Mixtures

Before work begins, the Bidder shall submit a signed mix design covering the specific materials to be used on the Project. This design shall be performed by a laboratory that has sufficient experience in designing Emulsified Asphalt Slurry Seal Surfacing. After the mix design has been approved, no substitution will be permitted, unless approved by the Director of Street Services or designee.

- 1.) **Mix Design.** The Bidder shall submit to the Director of Street Services or designee for approval a complete mix design prepared and certified by the laboratory. Compatibility of the aggregate, emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate gradation that the Bidder will provide on the Project. A quick-set mix design is required to minimize street closures. Slurry placed on high traffic volume collector and arterial streets must cure sufficiently that uniformly moving traffic can be allowed in one hour with no damage to the surface or the traffic using the street. However, locations subject to sharp turning or stopping and starting traffic may require additional curing. Tests and the required values are as follows :

**Table 3
Mix Design**

Requirement	Test Method	Specified Value
Modified Cup Flow Test	TxDOT Tex-240-F, Part II	-----
West Cohesion 30 minutes min. (set) 60 minutes min.	TxDOT Tex-240-F, Part III (for quick-traffic systems)	12 kg-cm min. 20 kg-cm min.
Excess Asphalt by LWT Sand Adhesion	ISSA TB-109 (for heavy traffic areas only)	50g/ft ² max (538 g/m ² max.)
Wet Stripping	ISSA TB-114	Pass (90% min.)
*Wet Track Abrasion Test	TxDOT Tex-240-F, Part IV	75 g/ft ² max. (807 g/m ² max.)
**Mixing Time Test	TxDOT Tex-240-F, Part I	Controllable to 180 seconds min.

*the wet track abrasion test is used to determine the minimum asphalt content.

**the mixing time test should be done at the highest temperature expected during construction.

The mixing test is used to predict how long the material can be mixed in the machine before it begins to break. It is more for information to be used by the Bidder than for the quality of the end product. It is however, a good field test to check for consistent sources of material, both emulsified asphalt and aggregate.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (min. and max.), water (min. and max.), additive(s) (usage), and asphalt emulsion based on the dry weight of the aggregate.

All the component material used in the mix design shall be representative of the materials proposed by the Bidder to be used on the Project.

The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction, based on the field conditions. The Director of Street Services or designee will give final approval for all such adjustments.

The Director of Street Services or designee shall approve the mix design and all slurry seal material and methods prior to use. The component materials shall be within the following limits listed in Table 4 below:

**Table 4
Mix Design Components**

Component	Specified Value	Comments
Residual Asphalt	Type I: 10% - 16% Type II: 7.5% - 13.5% Type III: 6.5% - 12%	based on dry weight of aggregate
Polymer Modifier	2.0% min.	Weight % (solids basis)
Mineral Filler	0.05% - 2.0%	Based on dry weight of aggregate
Additives	As needed	Follow manufacturer's recommendations
Water	As needed to achieve proper mix consistency	Total mix liquids should not exceed the loose aggregate voids – ISSA T – 106 should be used to check optimum liquids

Rate of Applications. The slurry seal shall be of proper consistency at all times so as to provide the application rate required by the surface condition. The average application rate, as measured by the Director of Street Services or designee, shall be as specified in the unit bid form of the Contract Documents. Application rates affected by the unit weight of the aggregate, the gradation of the aggregate, and the demand of the surface to which the slurry seal is being applied. ISSA technical bulletin 112 gives a method to determine expected application rates.

Pay Item Emulsified Asphalt Slurry Seal Type II Mod., at a rate of 25 lbs/SY

Pay Item Emulsified Asphalt Slurry Seal Type II Mod., at a rate of 18 lbs/SY

2.) Tolerances. Tolerances for individual materials as well as the slurry seal mixture are as follows:

- a) After the design residual asphalt content is determined, a plus or minus one percentage point variation will be permitted.
- b) Polymer modifier shall not be more than 0.5% less than the minimum rate specified in the job mix formula (JMF).
- c) The percentage of aggregate passing each sieve shall be within stockpile tolerance range as stated.
- d) The percentage of aggregate passing shall not go from the high end to the low end of the specified range of any two successive sieves.
- e) The slurry consistency shall not vary more than ± 0.5 cm from the job mix formula (JMF) after field adjustments.
- f) The rate of application once determined by the Director of Street Services or designee shall not vary more than ± 2 lbs. /SY, while remaining within the design application rate.

Equipment

All equipment, tools, and machines used in the performance of the work shall be maintained in satisfactory working condition at all times to ensure a high quality product.

1) Mixing Equipment. The machine shall be specifically designed and manufactured to lay slurry seal. The material shall be mixed by a self-propelled slurry seal mixing machine of continuous run design. Continuous run machines are those that are equipped to self-load materials while continuing to lay slurry seal. The machine shall be able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive, and water to maintain an adequate supply to the proportioning controls.

Continuous run equipment capable of 13 feet wide pass shall be used for continuity of mix and the reduction of

start us joints and longitudinal joints. Continuous run equipment shall be equipped to allow the operator to have full control of the forward and reverse speed during application of the slurry seal. It shall be equipped with a self-loading device, opposite side driver stations, and forward and reverse speed controls.

Limited use of truck mounted machines may be employed on Cul-de-sacs, small narrow roadways, parking lots, and other special areas with the Director of Street Services or designee approval. An approved truck mounted machine shall be able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive, and water to maintain an adequate supply to the proportioning controls.

- 2) **Proportioning Devices.** Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, and additive) shall be provided and properly marked.

The proportioning devices are usually revolution counters or similar devices and are used in material calibration and determining the material output at any time.

- 3) **Spreading Equipment.** The mixture shall be spread uniformly by means of a conventional surfacing spreader box attached to the mixer and equipped to agitate and spread the material evenly throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a strike-off and shall be adjustable. A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the rear seal. The mixture shall be spread to fill cracks and leave a uniform, skid resistant application of aggregate and asphalt on the surface. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.
- 4) **Auxiliary Equipment.** Suitable surface preparation equipment, traffic control equipment, hand tools, and any other support equipment shall be provided as necessary to perform the work.
- 5) **Calibration.** Each mixing unit to be used in performance of the work shall be calibrated in the presence of the Director of Street Services or designee prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided they were made during the calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering devices. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.
- 6) **Verification.** Test strips will be made by each machine after calibration and prior to construction. Test strips shall be a portion of the project. Samples of the slurry seal will be taken and verification made as to mix consistency and proportioning. Verification of rate of application will also be made. Upon failure of any of these tests, additional test strips, at no cost to Owner, will be required until each unit is authorized to work. Any unit failing to pass the tests after the third trial will not be permitted to work on the project. Test strips must be accepted or rejected within 24 hours after application.

7)

Construction Methods

- 1) **General.** The bidder shall be responsible for the production, transportation, placement, and surface finishing of the specified slurry mixture to the requirements of the specification.

Leakage of fuels, oils, grease, hydraulic or brake fluids or other contaminants onto the prepared surface or newly-laid mat will not be allowed.

The slurry seal shall not be applied if the pavement or air temperature is below 65 degrees F (18 degrees C) and falling, but may be applied when both pavement and air temperature are above 60 degrees F (15 degrees C) and rising. No slurry seal shall be applied when there is danger that the finished product will freeze before curing for 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time. Bidder will be responsible for checking the local and national weather service for advance forecasts to determine scheduling.

The slurry seal shall be of the desired consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided.

No lumping, balling, or unmixed aggregate shall be permitted.

- 2) **Finished Surface.** The finished slurry seal shall have a uniform texture free from excessive scratch marks, tears or other surface irregularities. Level up courses or scratch coats that will be covered by a final course are exempted from the requirement.

No streaks or scratch marks such as those caused by oversized aggregate shall be left in the finished surface. If excess oversized develops, the job will be stopped and until the Bidder proves to the Director of Street Services or designee that the situation has been corrected.

Other surface irregularities such as corrugations (ripples in the driving profile) added by the application of the slurry seal will be considered unacceptable and require remediation. Bidder shall remedy or remove and replace any such surface irregularities at the Bidder's expense.

- 3) **Joints.** No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The Bidder shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area. A maximum of six inches (6") (152 mm) shall be allowed for overlap of longitudinal lane line joints. The seams where two spreads join shall be neat appearing and uniform. Joints without gaps will be considered acceptable if no more than 1/2 inch vertical space exists between the pavement surface and a four (4) foot straight edge placed perpendicular on the longitudinal joint nor 1/4 inch vertical space for a transverse joint.

No excessive tears such as gaps in the joints shall be left in the finished surface. Excessive are considered excessive if there is more than one mark in any 100 feet of machine pull that is 1/4 inch wide or wider and 10 feet in length, 1/2 inch wide or wider and more than six (6) inches in length, or 1 inch wide or wider and four (4) inches in length.

At the edges of the street, a small overlap onto the concrete gutter area of no more than two (2) inches shall be considered acceptable for sealing over the asphalt to concrete interface provided the slurry edge line is neat and straight. However, if there is an open crack at this interface greater than 3/16 of an inch it must be sealed with rubberized crack sealant prior to the application of slurry.

- 4) **Mix Stability.** The slurry seal shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water and emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Spraying of additional water into the spreader box will not be permitted.
- 5) **Handwork.** Areas which cannot be reached with slurry seal machines shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand worked shall be lightly dampened prior to mix placement and the slurry worked immediately. Care shall be exercised to leave no ridges in hand worked areas. Handwork shall be completed during machine applying process.
- 6) **Lines.** Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide good appearance.
- 7) **Vacuum Sweeping.** A minimum of one pass with a vacuum street sweeper is required on all cured slurry seal surfaces to minimize loose rock on the street, in the gutter and in the driveways. Additional sweeping may be required where significant raveling of the slurry aggregate occurs, loose rock accumulates, or where there are citizen complaints about excess aggregate.
- 8) **Clean-up.** All areas, such as valley gutters curb & gutters and intersections shall have the slurry seal removed as specified by the Director of Street Services or designee. The Bidder shall remove any debris associated with the performance of the work on daily basis.

Stockpiling and Storage

- 1) **Aggregate Storage.** If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Bidder to work the stockpiles and prevent segregation of the aggregates. The aggregate shall be passed over a 3/8 inch vibratory scalping screen prior to transfer to the slurry mixing machine to remove oversized material.
- 2) **Storage of Asphaltic Materials.** The asphaltic material storage shall be ample to meet the requirements of the City's needs requirement of the plant. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such a manner that there will be no contamination with foreign matter.

Notification and Traffic Control

- 1) **Notification.** All entities affected by the paving shall be notified two days in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed. Deferred work shall be rescheduled as soon as possible after all other pending work that notifications have gone out for is completed. All practical efforts must be made to minimize the amount of work that must be deferred and rescheduled to control citizen inconvenience.

The notification shall be in a form of written posting, stating the time and date that the surfacing will take place and a general description of the process. Notices shall be placed in secure, prominent locations and information shall be written legibly in ink that will not run if the notice gets wet.

- 2) **Traffic Control.** The latest version of the Texas Manual on Uniform Traffic Control Devices shall be used by the Bidder to protect the slurry seal from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of the work. The Director of Street Services or designee 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 slurry 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 slurry seal and shall be accepted.

Surface Preparation

- 1) **General.** Immediately prior to applying the slurry seal the surface shall be cleared of all loose material, oil spots, vegetation, and other objectionable material. Any standard cleaning method will be acceptable if water is used, cracks shall be allowed to dry thoroughly before slurry surfacing. Manholes, valve boxes, drop inlets, and other service entrances shall be protected from the slurry seal by a suitable method. The Director of Street Services or designee shall approve the surface preparation prior to surfacing.
- 2) **Cracks.** The City will seal all cracks in the pavement surface wider than 3/16 inches prior to slurry surfacing. Cracks shall be pre-treated in accordance with Item No. 313. "Rubber Asphalt Joint and Crack Sealer". Grass, dirt, and other deleterious materials shall be removed or routed out before crack sealing.
- 3) **Other.** The City will perform other types of surface preparation that may be necessary to provide a smooth, high quality final slurry seal. These preparations could include level-up, areas of HMA surface replacement, pothole repairs, and full-depth repairs of failure areas. All of these preparations will be complete before the slurry seal is placed by the Bidder.

Sampling and Testing

- 1) **Quality Control and Inspection.** Bidder shall allow the Director of Street Services or designee appropriate, safe access to materials, equipment, and work to take samples and assess conformance to specification requirements. Any material delivered to the Project that by visual inspection can reasonably be expected not to meet specification requirements (i.e. wrong ISSA graduation type, poor graduation, contaminants, emulsion that has prematurely broke), as determined by the Director of Street Services or designee, shall not be used or left in place. Equipment shall be inspected prior to use and, if found to be defective or in an operating condition that could potentially affect the quality of the finished surfacing, as determined by the Director of Street Services or designee, its use will not be allowed.
- 2) **Materials.** The Bidder shall permit the Director of Street Services or designee to take samples of the aggregate and asphalt emulsion used in the Project at the Director of Street Services or designee discretion. Graduation and sand equivalent test may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications.
- 3) **Testing.** The first set of tests will be run at the City's expense; however, retesting for compliance shall be at the Bidder's expense. If the results of retesting indicate that the original testing was erroneous, the original test results will be discarded. When, in the opinion of the Director of Street Services or designee, test results appear unrepresentative, additional testing may be authorized at the Owner's expense. If the Bidder desires additional testing, it shall be at his entire expense.

Acceptance plan

All areas meeting the requirements of this specification including, but not limited to, sections 314.3 “paving Mixtures” (“Mix Design”, “Rate of Application”, and “Tolerances”) and 314.9 “sampling and Testing” (Quality Control and Inspection”, “Materials”, and “Testing”) will be accepted for payment.

Substandard portions of the Work, as determined by the Director of Street Services or designee, shall be remedied or removed and replaced to the satisfaction of the Director of Street Services or designee at the expense of the Bidder. Remedied areas satisfactory to the Director of Street Services or designee will be included in the area accepted for payment.

Measurement

All accepted “Emulsified Asphalt Slurry Seal” will be measured by the square yard of surface treated.

The City reserves the right to purchase all material from the next most responsible bidder for failure to provide specified material in the contract at time of order or if materials are not available at time requested.

DAVIS BACON WAGE DETERMINATION

3/25/2020

beta.SAM.gov

"General Decision Number: TX20200007 01/03/2020

Superseded General Decision Number: TX20190007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2020

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER		

Paving & Curb.....\$ 12.94
 Structures.....\$ 12.87

LABORER

Asphalt Raker.....\$ 12.12
 Flagger.....\$ 9.45
 Laborer, Common.....\$ 10.50
 Laborer, Utility.....\$ 12.27
 Pipelayer.....\$ 12.79
 Work Zone Barricade
 Servicer.....\$ 11.85

PAINTER (Structures).....\$ 18.34

POWER EQUIPMENT OPERATOR:

Agricultural Tractor.....\$ 12.69
 Asphalt Distributor.....\$ 15.55
 Asphalt Paving Machine.....\$ 14.36
 Boom Truck.....\$ 18.36
 Broom or Sweeper.....\$ 11.04
 Concrete Pavement
 Finishing Machine.....\$ 15.48
 Crane, Hydraulic 80 tons
 or less.....\$ 18.36
 Crane, Lattice Boom 80
 tons or less.....\$ 15.87
 Crane, Lattice Boom over
 80 tons.....\$ 19.38
 Crawler Tractor.....\$ 15.67
 Directional Drilling
 Locator.....\$ 11.67
 Directional Drilling
 Operator.....\$ 17.24
 Excavator 50,000 lbs or
 Less.....\$ 12.88
 Excavator over 50,000 lbs...\$ 17.71
 Foundation Drill, Truck
 Mounted.....\$ 16.93
 Front End Loader, 3 CY or
 Less.....\$ 13.04
 Front End Loader, Over 3 CY.\$ 13.21
 Loader/Backhoe.....\$ 14.12
 Mechanic.....\$ 17.10
 Milling Machine.....\$ 14.18
 Motor Grader, Fine Grade...\$ 18.51
 Motor Grader, Rough.....\$ 14.63
 Pavement Marking Machine...\$ 19.17
 Reclaimer/Pulverizer.....\$ 12.88
 Roller, Asphalt.....\$ 12.78
 Roller, Other.....\$ 10.50
 Scraper.....\$ 12.27
 Spreader Box.....\$ 14.04
 Trenching Machine, Heavy...\$ 18.48

Servicer.....\$ 14.51

Steel Worker

Reinforcing.....\$ 14.00
 Structural.....\$ 19.29

TRAFFIC SIGNAL INSTALLER

Traffic Signal/Light Pole
 Worker.....\$ 16.00

TRUCK DRIVER

Lowboy-Float.....\$ 15.66
 Off Road Hauler.....\$ 11.88
 Single Axle.....\$ 11.79
 Single or Tandem Axle Dump
 Truck.....\$ 11.68
 Tandem Axle Tractor w/Semi
 Trailer.....\$ 12.81

WELDER.....\$ 15.97

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

and 3.) should be followed.

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION

"

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

None

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 in this section is being disclosed.

None

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 Nathan B. Niemann, Project Manager


Signature of vendor doing business with the governmental entity

March 24, 2020

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.

Intermountain Slurry Seal Inc
LEWISVILLE, TX United States

Certificate Number:
2020-601430

Date Filed:
03/24/2020

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 Killeen

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

20-03
Street Construction Materials and Services (Slurry Seal)

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Nathan B Niemann, and my date of birth is 02-20-1975.

My address is 1600 Suncatcher way, Heslet, TX, 76052, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of TX, on the 24 day of march, 2020.
(month) (year)

Nathan B Niemann
Signature of authorized agent of contracting business entity
(Declarant)

I. ATTACHMENT

AFTER INITIAL 12 MONTHS OF CONTRACT ESCALATION 0 %
FIRST ADDITIONAL YEAR ESCALATION 0 %
SECOND ADDITIONAL YEAR ESCALATION 0 %

Any request in price change with supporting documentation shall be sent to only:

**City of Killeen
Attn: Purchasing Division
802 N. 2nd Street
Building E, 2nd Floor, Rm #215
Killeen TX 76541**

On the envelope place "Price Change Notification Bid No. 20-03"

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

Response, Property of the City of Killeen:

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

No Obligation to Buy:

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

Cost of Preparing Bids:

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

Withdrawal of Bid:

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

The City reserves the right to withdraw this ITB for any reason.

Emergency Business Service Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employe pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to lluciano@killeentexas.gov

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after hour's emergency opening of the business listed below.

Business Name: Intermountain Slurry Seal, Inc.

Contract #: 20-03

Description: Street Construction Materials and Services

Primary Contact (Name): Nathan Niemann

Primary Contact Phone Numbers: Home: (469)416-0242 Cell: (469)416-0242

Secondary Contact (Name): Josh Bowen

Secondary Contact Phone Numbers: Home: (469)271-2044 Cell: (469)271-2044

After Hours emergency opening fee, if applicable: \$ _____

Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase No, Only the City of Killeen can purchase.

SIGNATURE: *Nathan B Niemann*

DATE: March 24, 2020

PRINTED NAME: Nathan B. Niemann, Project Manager

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

NAME: Nathan B. Niemann

TITLE: Project Manager

ADDRESS: 701 E. Main Street

Lewisville, TX 75057

EMAIL ADDRESS: nate.niemann@gcinc.com

PHONE: (801)532.8200

FAX: (469)635.6054

Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission.

Non-Endorsement:

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

Organization of Your Bid Submission:

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

Signature of Acceptance:

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

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