



REQUEST FOR PROPOSAL

Subject: Roadbase/Aggregate

Due: August 10, 2017, 2:00 p.m. CST

City of Burnet
1001 Buchanan Drive, Suite 4
Post Office Box 1369
Burnet, Texas 78611

Subject Title: Roadbase/Aggregate

Date Due: August 10, 2017 **Time Due:** 2:00 p.m. CST **Date Issued:** July 26, 2017

Calendar of Events

The dates and times listed below are tentative and subject to change. The City will make every effort to adhere to the following schedule:

July 26, 2017 Newspaper Publication Notice.

August 10, 2017 Proposals due by 2:00 p.m. CST.

August 10, 2017 Proposal Opening at 2:00 p.m. CST in the City Hall Conference Room.

Article I. GENERAL CONDITIONS

Section 1.01

- a) This Request for Proposal (“RFP”) shall be on file in the Finance Department, City of Burnet (the “City”), City Hall, 1001 Buchanan Drive, Suite 4, Texas 78611, from 8:00 a.m. until 5:00 p.m., Monday through Friday, and available to interested individuals and entities (“Bidders”) from the Date Issued until the Due Date and Time.

Section 1.02

- a) Bidders are expected to examine all documents that make up this RFP. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete proposals.

Section 1.03

- a) All responses to this RFP shall be submitted on the attached response forms. Faxed or emailed proposals and/or late submissions will not be accepted. Proposals must be received by the City of Burnet Finance Department at or before 2:00 p.m. CST on August 10, 2017. Each Proposal must be submitted in a sealed envelope clearly identified as “Request for Proposal – Roadbase/Aggregate” and delivered to the following person:

City of Burnet
Connie Maxwell, Director of Budgets and Special Projects
1001 Buchanan Drive, Suite 4
P.O. Box 1369
Burnet, Texas 78611
Do Not Open – RFP Roadbase/Aggregate

Section 1.04

- a) READ THIS RFP FULLY AND CAREFULLY. PROPOSALS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE PROPOSAL.

Section 1.05

- a) During the pendency of this RFP, Bidder shall not contact any City staff except those designated in this RFP or subsequent addendums or correspondence. Any questions or concerns should be addressed in writing at least five (5) business days prior to the due date. Non-compliance with this provision may result in rejection of the Proposal. City staff designated as a contact for this RFP is:

Name Connie Maxwell
Title Director of Budgets and Special Projects
Phone (512) 715-3219
Fax (512) 756-8560
Email cmaxwell@cityofburnet.com

Name Jonny Simons
Title Street Department Superintendent
Phone (512) 756-2402
Fax (512) 756-8560
Email jsimons@cityofburnet.com

Section 1.06

- a) The enclosed, Special Conditions and accompanying STANDARD PURCHASE TERMS & CONDITIONS and SPECIFICATIONS AND BID SHEET(S) are for your convenience in bidding the enclosed referenced products and/or services.

Section 1.07

- a) Bidder shall initial and date each page of this RFP and must sign and date this RFP. The person signing the RFP must have the authority to bind the firm in a contract. Bids which are not signed and dated in this manner may be rejected.

Section 1.08

- a) Bids cannot be altered or amended after the submission deadline. Any interlineations, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

Section 1.09

- a) Bids must comply with all applicable federal, state, county and local laws concerning these types of services.

Section 1.10

- a) The bid opening is scheduled to be held in the City Hall Conference Room located at 1001 Buchanan Drive, Suite 4, Burnet, Texas. Each Bidder is invited to attend.

Article II. GENERAL INFORMATION

Section 2.01

- a) STATE OF TEXAS FORM 1295 CERTIFICATES OF INTERESTED PARTIES: Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Burnet City Council must be accompanied by a completed, executed, and notarized Certificate of Interested Parties, Form 1295. The successful Bidder will be required to complete Form 1295. In order to complete Form 1295, the successful Bidder will need to obtain a Contract Tracking Number from the City of Burnet City Secretary at (512) 715-3209 or email at kdix@cityofburnet.com.

Step One – Set up Account

For a video detailing how you register your company for the first time with the Texas Ethics Commission go to:

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Step Two – Create Certificate Form 1295

For a video detailing how to create Form 1295, following registration got to:

<http://www.statutes.legis.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

- b) SALES TAX: The City of Burnet is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

- c) **EXCEPTIONS/SUBSTITUTIONS OF MATERIALS USED IN THE PROJECT:** Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions according to the guidelines outlined in the Request for Approved Equals. If the Bidder takes no exception to the specifications, or offers no substitution, a check mark should be placed in the space provided indicating that the unit proposed meets that particular specification. The absence of any exceptions/substitutions shall indicate that the Bidder has not taken exceptions, and shall hold the Bidder responsible to perform in strict accordance with this RFP. The City Council of the City of Burnet reserves the right to accept any, all or none of the exception(s)/substitution(s) deemed to be in the interest of the City.
- d) **ADDENDUM:** Any interpretations, corrections or changes to this RFP will be made by Addendum. Sole issuing authority of Addendums shall be vested in the City of Burnet, Director of Budgets. An Addendum will be issued, if necessary, and posted on the City website (www.cityofburnet.com). All effort will be made to notify all who are known to have received a copy of this RFP of any and all Addendums. Bidders shall acknowledge receipt of all Addendums on the sealed envelope containing their bid.
- e) **REFERENCE:** Bidders shall supply with their bid, a list of at least three references where like services have been supplied by their firm. It must include the name of the firm, address, telephone number and name of representative. Failure to provide this information may result in rejection of bid.
- f) **SILENCE OF SPECIFICATIONS:** The apparent silence of the RFP as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- g) **BID AWARD:** It is not the policy of the City to award a contract on the basis of price alone. The City reserves the right to award the contract to the Bidder offering the best value, and not necessarily to the Bidder offering the lowest price. A Proposal may be evaluated and selected on the basis of references, reputation, experience, past performance, skill, financial capacity, product quality and features, delivery schedule, quality installation, compatibility with existing equipment, and product service warranty or other criteria deemed to be in the best interest of the City.
- h) **CONTRACT:** This bid, when properly accepted by the City, shall constitute a contract equally binding between the successful Bidder and the City. No different or additional terms will become a part of this contract with the exception of Change Orders.
- i) **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 will be made in writing and approved by both parties prior to commencement.

- j) **CONTRACT TERM:** The Contract Term shall commence and be binding on the date of award by City Council and shall expire on August 31, 2018.

Article III. SPECIAL CONDITIONS

Section 3.01 APPROVED EQUALS

- a) An Approved Equal is a request from the Bidder offering a product that deviates from specified standards (e.g. a feature quantity is not the level specified, or a design or functional capability is not of the type specified, or where manufacturing or engineering technology has developed a new approach that may use an alternative method differing from the method called for in the specification that meets or exceeds the performance goal specified).
- b) Any non-approved alternates taken from the specified standards contained in the bid may disqualify the bid.

Section 3.02 REQUEST FOR APPROVED EQUALS

- a) Bidders may submit to the City requests for approved equals for materials. Requests must be supported by evidence such as technical data, test results, or other pertinent information that demonstrate the substitute offered is equal or better than the specification's requirements.
- b) The City reserves the right to determine equivalency. All requests for approved equals must be submitted in writing and received by the City not later than one week prior to the RFP due date.
- c) All known Bidders shall be informed, via addendum to the original specifications, of those requests determined by the City to be equal or to exceed the minimum stated specifications three (3) days prior to the bid opening.
- d) Request for Approved Equals shall be directed to:

City of Burnet
Connie Maxwell, Director of Budgets & Special Projects
1001 Buchanan Drive, Suite 4
P.O. Box 1369
Burnet, Texas 78611
Phone: (512) 715-3219
Fax: (512) 756-8560

Article IV. STANDARD PURCHASE TERMS AND CONDITIONS

Section 4.01 CONDITIONS

- a) Bidders shall thoroughly examine the specifications, drawings, schedule, instructions and all other contract documents.
- b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment if required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter, Code and/or applicable City Ordinances, State of Texas and Federal statutes.

Section 4.02 CONTRACT

- a) Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by City of Burnet, shall constitute a contract equally binding between the successful bidder and City of Burnet.
- b) Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract.

Section 4.03 PREPARATION OF BIDS

- a) All information required by the bid form shall be furnished. Bidder shall sign in ink the Bid Specifications and Bid Summary documents in the places indicated, stating the firm's name and address where required.
- b) Unit prices shall be shown, and where there is an error in extension of price, the unit price shall govern.

Section 4.04 CLARIFICATION OF OBJECTION TO BID SPECIFICATIONS

- a) Bidder may, if in doubt as to the true meaning of the specifications or other bid documents or any part thereof, submit to the Director of Budgets, on or before five (5) business days prior to scheduled bid opening, a request for clarification. All such requests for information shall be made in writing and the person submitting such request shall be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such addendum will be issued, if necessary, and posted on the City website (www.cityofburnet.com). All effort will be made to notify all who are known to have received a copy of this RFP of any and all Addendums. The City will not be responsible for any other explanation or

interpretation of the proposed bid made or given prior to the award of the contract.

Section 4.05 WITHDRAWAL OF BIDS

- a) Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

Section 4.06 LATE BIDS OR MODIFICATION OF BID

- a) Bids and modifications received after the bid due date and time, will be returned to the Bidder unopened, as required by State law.

Section 4.07 NON-DISCRIMINATION CLAUSE

- a) Bidder agrees that if his/her bid is accepted, Bidder will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, national origin, sex, age, handicap or political belief or affiliation. In addition, Bidder agrees that he/she will abide by all applicable terms and provision of this Nondiscrimination Clause.

Section 4.08 RELEASE AND INDEMNIFICATION

- a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, BIDDER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY REPRESENTED, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BURNET, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING BIDDER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON BIDDER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP AND IN THE PERFORMANCE THEREOF, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

Article V. SPECIFICATIONS AND BID SHEETS

Section 5.01 THE CITY OF BURNET IS ACCEPTING BIDS FOR THE FOLLOWING ITEMS:

- a) "Crushed Stone, Type A, Grade 1 or Grade 2 in accordance with the Physical Requirements of Sub-Section 242.02 – Gradation, Specification 240 – Flexible Base of the City of Burnet's Technical Construction Standards & Technical Specifications (TCSS)" attached hereto as Exhibit "A".
- b) City estimates to purchase approximately 16,000 tons of roadbase/aggregate.
- c) Design, Strength and Quality. Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.
- d) Age and Manufacture. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.
- e) Patents and Copyrights. The successful vendor agrees to protect the City from claims involving infringements of patents and/or copyrights.
- f) Samples, Demonstrations and Testing. At the City's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder.

Section 5.02 BID FORM

- a) In strict compliance with all specifications outlined herein, Bidder hereby agrees to enter into a contract for the following bid price:

		PRICE AT SCALES	
ITEM #	DESCRIPTION	UNIT PRICE	UNIT
1	Crushed Stone, Type A, Grade 1	\$_____	Ton
2	Crushed Stone, Type A, Grade 2	\$_____	Ton

REFERENCES:

Bidder shall submit a list of at least three (3) references, for which Bidder has provided like products or services. References will include contact name and telephone number. Proposals submitted without three references may be disqualified from consideration. Central Texas area references are preferred.

1. Company: _____

Company Address: _____

Contact name: _____ Phone number: _____

2. Company: _____

Company Address: _____

Contact name: _____ Phone number: _____

3. Company: _____

Company Address: _____

Contact name: _____ Phone number: _____

DEVIATION OR COMPLIANCE ACKNOWLEDGEMENT FORM

DEVIATIONS: In the event the undersigned Bidder intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the “Terms and Conditions” and other information attached hereto, all such deviations must be **LISTED UNDER THIS SECTION**, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

NO DEVIATIONS: In the absence of any deviation entry on this page, Bidder assures the City of Bidder’s compliance with the Terms, Conditions, Specifications, and information contained in this RFP.

List here:

All Bidders MUST COMPLETE this section.

This form must be returned with Proposal or else the Proposal will be considered as Non-responsive.

By initialing below, Bidder acknowledges:

_____ Proposal is submitted according deviations listed above.
Initial

_____ Proposal is submitted with no deviations.
Initial

PROPOSAL RESPONSE ACKNOWLEDGEMENT FORM

By signing and submitting this Proposal, Bidder acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products, and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost and if applicable delivery of services. The undersigned is authorized to bind themselves or the entity they represent to a contract.

_____ An individual proprietorship

_____ A partnership

_____ A corporation chartered under the laws of the State of _____,
acting by its officers pursuant to its by-laws or a resolution of its Board of
Directors

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____)

County of _____)

_____ (Name), being first duly sworn, deposes and says that:

- 1) He/she is _____ (Title) of _____ (Company Name), the Bidder that has submitted bid for Roadbase/Aggregate RFP; and
- 2) He/she is fully informed respecting the preparation and contents of the RFP and of all pertinent circumstances respecting such RFP; and
- 3) Such RFP is genuine and is not a collusive bid; and
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the RFP has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the RFP or of any other Bidder, or to fix an overhead, profit or cost element of the RFP price or the RFP price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed RFP; and
- 5) The price or prices quoted in the RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Title

Subscribed and sworn to me this _____ day of _____, 2017.

By: _____
Notary of Public

My commission expires: _____

ACCEPTANCE OF OFFER:

The Offer is hereby accepted for roadbase/aggregate. The Bidder is now bound to sell the services listed herein and based upon the RFP, including all terms, conditions, specifications, amendments, and the Bidder's Offer as accepted by the City of Burnet.

The Bidder has not been authorized to commence any billable work or to provide any material or service under this contract until Bidder receives a notice to proceed from the authorizing the City of Burnet official.

Countersigned:

David Vaughn, City Manager

Date

CONFLICTS OF INTEREST

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to HB914. For questions about these forms, please see the Texas Ethics Commission at [Conflict of Interest Form](#).

Bidder shall answer each question in the attached Form CIQ in relation to the following individuals and submit a completed form with its Proposal:

City of Burnet, Mayor

- Crista Goble Bromley, Mayor

City of Burnet, City Council

- Tres Clinton
- Paul Farmer
- Joyce Laudenschlager
- Danny Lester
- Milton Phair
- Cindia Talamantez

City of Burnet, City Manager

- David Vaughn

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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 filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire 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 of 10 percent or more?

Yes No

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

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Exhibit A

240 Flexible Base

241 General

241.01 Description: This section shall consist of a foundation course for Pavement surface courses and concrete curb & gutter and shall be constructed as herein specified in one or more courses in conformity with the typical sections and to the lines and grades as established by the Engineer.

241.02 Requirements: A base course of crushed rock flexible base, consisting of durable particles of stone mixed with approved binder material shall be installed on the finished subgrade. The material for this course shall be from a source approved by the City Engineer and City Public Works Inspector and shall be placed and compacted in two or more courses to obtain a minimum of 100% of the standard proctor density.

242 Material

242.01 General Requirements: The materials shall consist of TxDOT approved Type A, Grade 1, 1 1/2" crushed dolomitic limestone or material equal to the TxDOT criteria, mixed with an approved binding material compacted to not less than one hundred (100%) per cent standard proctor compaction ratio. Crushed gravel or uncrushed gravel will not be acceptable. Absolutely no kuliches materials are permitted. The Contractor shall provide at his own expense, test results for the material determined by an acceptable independent soils testing laboratory. A test report containing soil constants, gradation and wet ball mill of the base material shall be made available prior to the compaction operations.

After compaction and adequate curing of base material, density tests shall be made by an acceptable independent soils testing laboratory at the expense of the Contractor.

242.02 Gradation:

A. Crushed Limestone: When properly slaked and tested to TxDOT Flexible Base Requirements Item 247 Type A Grade 1 or Grade 2 will be accepted. the flexible base material shall meet the following requirements:

Physical Requirements			
Grade 1		Grade 2	
Triaxial Class 1: Minimum Compressive Strength: 45 psi at 0 psi lateral pressure and 175 psi at 15 psi lateral pressure.		Triaxial Class 1: Minimum Compressive Strength: 35 psi at 0 psi lateral pressure and 175 psi at 15 psi lateral pressure.	
<u>Master Grading</u>		<u>Master Grading</u>	
1 3/4"	0	2 1/2"	0
7/8"	10-35	1 3/4"	0-10
3/8"	30-50	No.# 4	45-75
No.# 4	45-65	No.# 40	60-85
No.# 40	70-85		
Max. L.L.	35	Max. L.L.	40
Max. P.I.	10	Max. P.I.	12
Wet Ball Mill	Max. 40	Wet Ball Mill	Max. 45
Max. Increase in Passing No.# 40	20	Max. Increase in Passing No.# 40	20

Exhibit A

Testing of flexible base materials shall be in accordance with the following TxDOT standard laboratory test procedures:

Moisture Content	Tex-103-E
Liquid Limit	Tex-104-E
Plasticity Index	Tex-106-E
Sieve Analysis	Tex-110-E
Moisture-Density Determination	Tex-113-E
Wet Ball Mill	Tex-116-E
Triaxial Tests	Tex-117-E

Tolerances unless otherwise shown on the plans, the limits established reasonable close conformity with the specified gradation and plasticity index are defined by the following:

Gradation. The City Engineer may accept the material, providing not more than one (1) out of the most recent (5) consecutive gradation tests performed are outside the specified limits for master grading, as applicable, on any individual sieve by no more than five (5) percentage points.

Plasticity Index. The City Engineer may accept the material providing not more than one (1) out of the most recent five (5) consecutive plasticity index samples tested are outside the specified limit by no more than two (2) percentage points.

Material. The material shall be rejected upon visual inspection should it contain an excessive amount of clay balls or roots.

243 Construction Methods

243.01 Preparation of the Subgrade: The subgrade shall be excavated or filled in conformity with the typical sections, to the line and grade established by the Engineer, thoroughly mixed, wetted or dried, and compacted in accordance with Section 220, "Roadway Excavation and Subgrade Preparation" of these specifications. All unstable or otherwise objectionable material shall be removed from the subgrade and replaced with approved materials and all holes, ruts and depressions shall be filled with approved materials. The surface of the subgrade shall be finished to line and grade as established by the Engineer and in conformity with the plans. Any deviation in excess of one-half (1/2") inch in cross section and in length of sixteen (16') feet measured longitudinally shall be corrected by loosening, adding or removing material, or reshaping and compacting by sprinkling and rolling. Sufficient subgrade shall be prepared in advance to insure satisfactory prosecution of the work.

243.02 First Course: Immediately before placing the base material, the subgrade shall be approved for grade and compaction. Material deposited upon the subgrade shall be spread and shaped the same day. In the event inclement weather or unforeseen circumstances render impracticable the spreading of the material during the first twenty-four (24) hour period, the material shall be thoroughly mixed and spread as directed by the Engineer. No trenching of the flexible base will be allowed for the placement of curb. The curb shall be placed upon a completed section of base material as shown on the street cross section details. The material shall be sprinkled and bladed, dragged and shaped to conform to the typical section shown on the plans. All areas and "nests" of segregated coarse or fine material shall be corrected or removed and replaced with well-graded material. If additional binder is considered desirable or necessary after the material is spread and shaped, it shall be carefully and evenly incorporated with the material in place by scarifying, brooming or by other approved methods. The course shall then be thoroughly mixed and sprinkled as may be required to produce the optimum moisture of that material as determined by moisture-density relationships in accordance with ASTM D-698. It shall then be rolled with an approved roller in accordance with Section 244, "Equipment" of the specifications, until a uniform compaction of at least 100% standard proctor density is obtained.