



**CITY OF KINGSVILLE
INVITATION FOR BID (IFB)**

Hot-Mix Asphalt

SOLICITATION NUMBER 24-07

CLOSING DATE:

MARCH 26, 2024

2:00 PM

HOT-MIX ASPHALT PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Kingsville, herein after “the City” seeks a bid from firms experienced in providing hot-mix asphalt.
2. **BACKGROUND:** The City of Kingsville – Street Department is seeking bids for Type D, dense-graded, hot-mix asphalt for pick-up “only” on an as needed basis for street repairs.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Supplemental Terms and Conditions Definitions, Standard Terms and Conditions and Insurance Requirements	Page 5-7
Part III – Specifications	Page(s) 8
Attachment A – Reference Sheet	Page(s) 9
Attachment B – Dense-Graded, Hot-Mix Asphalt Specification, Reference: Texas Department of Transportation – Item No. 340	Page 10-15
Attachment C –Bid Sheet	Page 16-17
Attachments- Conflict of Interested Questionnaire and Certificate of Interested Parties	Page(s)18-22

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Charlie Sosa
Purchasing Manager
City of Kingsville
Phone: 361-595-8025
E-mail: csosa@cityofkingsville.com

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

5. **SCHEDULE OF EVENTS:** It is the City’s intention to follow the solicitation timeline below.

EVENT	DATES
Solicitation released	March 7, 2024
Deadline for submission of questions	March 20, 2024 @ 5:00 PM, CST
City responses to questions or addendums	March 20, 2024 @ 5:00 PM, CST
Deadline for submission of responses	March 26, 2024, @ 2:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City’s response to the questions shall be posted on the City’s webpage in the form of an addendum at: <https://www.cityofkingsville/purchasing/2024>.

Questions shall be submitted in writing to the “Authorized Purchasing Contact”. The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website: <https://www.cityofkingsville/purchasing/2024>.

6. **SOLICITATION UPDATES:** Bidders shall be responsible for monitoring the City’s website at <https://www.cityofkingsville/purchasing/2024> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

7. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 2:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Kingsville
Attn: Charlie Sosa
Purchasing Manager
400 West King Ave.
Kingsville, Texas 78363

- 7.1 Sealed responses shall be clearly marked on the outside of packaging with the solicitation title, number, due date and “DO NOT OPEN”.
- 7.2 Facsimile or electronically transmitted responses are not acceptable.
- 7.3 Responses cannot be altered or amended after opening.
- 7.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 7.5 The City will not be bound by any oral statement or Bid made contrary to the written specifications.
- 7.6 Samples and/or copies shall be provided at the Bidder’s expense and shall become the property of the City.

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

Bidder shall submit one (1) evident signed “Original” and two (2) copies of the IFB response and one (1) electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and

requested attachments. The bid response along with samples and/or copies shall be provided at the Bidder's expense and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Bidders are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal. **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <https://www.cityofkingsville/purchasing/2024> for any updates pertaining to the solicitation.

Attachment A: REFERENCE SHEET: Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Kingsville references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

Attachment C: BID SHEET: The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the original bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

9. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any and all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- 9.1 Purchase price;
 - 9.2 Reputation of Bidder and of Bidder's goods and services;
 - 9.3 Quality of the Bidder's goods and services;
 - 9.4 The extent to which the goods and services meet the City's needs;
 - 9.5 Bidder's past performance with the City;
 - 9.6 The total long-term cost to the City to acquire the Bidder's goods or services;
 - 9.7 Any relevant criteria specifically listed in the solicitation.

Bidders may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

10. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful Bidder to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PART II SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERMS:** The terms of the awarded agreement shall include but not be limited to the following:
 - 1.1 The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2 Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **BIDDER QUALIFICATIONS:** The City has established the following minimum qualifications. Bidders who do not meet the minimum qualifications will not be considered for award. The Bidder shall:
 - 2.1 Be firms, corporations, individuals or partnerships normally engaged in providing Type D, dense-graded, hot-mix asphalt specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2 Provide all labor, supplies and materials required to satisfactorily provide the goods as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Bidder deems necessary and maintain sole responsibility for the maintenance and repair of Bidder's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Bidder's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - 2.3 Be domiciled in or have a home office inside the United States. Bidders domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
 - 2.4 The Bidder's hot-mix asphalt operation shall be located within 45 miles of the City of Kingsville – Public Works site located at 1300 E. Corral, Kingsville, Texas 78363. The City reserves the right to inspect the awarded Contractor's site.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The city seeks to do business directly with a company experienced in providing dense-graded, Type D, hot-mix asphalt.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Bidder shall:
 - 4.1 Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - 4.2 Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - 4.3 Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Bidders' obligations under this paragraph.
5. **WORKFORCE:** Successful Bidder shall:
 - 5.1 Ensure Bidder's employees perform the services in a timely, professional and efficient manner;
 - 5.2 Ensure Bidder's employees, while working on City property, wear a company uniform that clearly identifies them as the Bidder's employee;

- 5.3 Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
6. **PRICING:** The Bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE:** Contract prices for Type D, dense-graded, hot-mix asphalt shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.
- 7.1 **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
- 7.2 **Procedure to Request Increase:**
- 7.2.1 Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Kingsville contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
- City of Kingsville
Purchasing Department
Attn: Charlie Sosa
400 W. King Ave.
Kingsville, TX 78363**
- 7.2.2 Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Bidders' performance anytime during the contract term.
9. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded Bidder will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere, and the vendor may be charged liquidated damages.

10. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

10.1 If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Bidder Bidding products not referenced in the solicitation must submit as part of their bid materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the bid to which it applies.

10.2 Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted material specifications/descriptive literature must include the manufacturer's name and product number of the product being Bided.

10.3 The failure of the materials specifications/descriptive literature to show that the product Bided conforms to the requirements of the Solicitation shall result in rejection of the Bid.

10.4 Failure to submit the materials specifications/descriptive literature as part of the Bid may subject the Bid to disqualification from consideration for award.

11. ORDER QUANTITY: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The city will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

12. PERMITS: The Successful Bidder shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.

13. AWARD: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Commission approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <https://www.cityofkingsville>.

14. POST AWARD MEETING: The City and Successful Bidder(s) may have a post award meeting to discuss, but not be limited to the following:

14.1 The method to provide a smooth and orderly transition of services performed from the current contractor;

14.2 Provide City contact(s) information for implementation of agreement;

14.3 Identify specific milestones, goals and strategies to meet objectives.

15. INTERLOCAL PURCHASING AGREEMENTS

15.1 The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to Bid the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.

15.2 The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

PART III SPECIFICATIONS

- 1. **Purpose:** The City of Kingsville, Texas herein after “City”, is soliciting bids for dense-graded hot-mix asphalt, Type D, for pick-up on an as needed basis for street repairs.
- 2. **Delivery/Pick-Up Requirements:** The City of Kingsville – Street Department will be responsible for pick-up of all dense-graded hot-mix asphalt orders from Contractor’s location.
- 3. **Requirements:** Dense-graded, Type D, hot-mix asphalt must meet the minimum specifications in accordance with Texas Department of Transportation Specification Item No. 340 for dense-graded hot-mix asphalt, pages 1 – 16. Please refer to dense-graded,

Dense-Graded, Hot-Mix Asphalt, Type D
1. Hot-Mix Asphalt, Dense Graded, Type D, RAP 20%, SAC-B or Better, Reference: TxDOT - Item No. 340 or buyers approved equal

**ATTACHMENT C
BID SHEET**

- 1. **ATTACHMENT C – BID SHEET** is posted in solicitation documents for IFB No. 24-07 – Hot-Mix Asphalt <https://www.cityofkingsville/purchasing/2024>
 - 1.1 In order to be considered responsive Attachment C- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events. No unauthorized changes to the bid sheet are permitted.
 - 1.2 The Bidder, by submitting and signing Attachment C – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - 1.3 By the signature affixed on Attachment C-Bid Sheet, 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 this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business.
 - 1.4 The Bidder agrees, if this Bid is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

**ATTACHMENT A:
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

BIDDER'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Kingsville references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

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

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

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

ATTACHMENTS B:

HOT MIX ASPHALTIC CONCRETE PAVEMENT (Class A) TYPE D

1. DESCRIPTION

This specification shall govern all work required for furnishing and laying Hot Mix Asphalt Concrete (HMAC) TYPE D surface, binder and base courses required to complete the project.

2. MATERIALS

2.1. Aggregate. The aggregate shall consist of a blend of course aggregate, fine aggregate and, if required, a mineral filler.

2.1.1. Coarse Aggregate shall consist of that fraction of aggregate retained on a No. 10 sieve and shall consist of crushed furnace slag, crushed stone, or crushed gravel.

Deleterious material in course aggregate shall not exceed 2% per TxDOT Test Method TEX-217-F.

Course aggregate shall be crushed such that a minimum of 85% of the particles have more than one crushed face, unless noted otherwise on the plans.

Los Angeles abrasion losses for course aggregate shall not exceed 40% by weight for the surface course and 45% for the binder and base courses per TxDOT Test Method TEX-410-A.

Polish Value not less than 30 for aggregate used in the surface course per TxDOT Test Method TEX-438-A.

2.1.2. Fine Aggregate is defined as the fraction passing a No. 10 sieve and shall be of uniform quality.

Fine aggregate shall consist of screenings of material that pass the Los Angeles abrasion requirements in paragraph 2.1.1 above. Screenings shall be blended with a maximum of 15% uncrushed aggregate or field sand for Type D mixes, or a maximum of 10% uncrushed aggregate or field sand for Type A, B, and C mixes.

Grading of fine aggregate shall be as follows:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
No. 10	100
No. 200	0-15

2.1.3 Filler shall consist of dry-stone dust, Portland cement, hydrated lime, or other mineral dust approved by the Engineer.

Grading of filler shall be as follows:

<u>Sieve Size</u>	<u>Minimum Percent Passing by Weight</u>
No. 30	95
No. 80	75
No. 200	55

2.2. Reclaimed Asphalt Pavement (RAP). Reclaimed asphalt pavement may be incorporated into the hot mix asphalt concrete furnished for the project, provided that the mixture is designed per the TxDOT Methods and meets the applicable provisions of said TxDOT Item 340 and this specification.

2.3. Asphalt. Asphalt Material shall be in accordance with Standard Specification Section 025404 "Asphalt, Oils and Emulsions" and AASHTO.

2.3.1. Paving Mixture:

<u>APPLICATION</u>	<u>ASPHALT GRADE</u>
Residential or low volume	PG 64-22
Collector	
Surface Course	PG 70-22
Binder Course	PG 64-22
Arterial	
Surface Course	PG 76-22
Binder Course	PG 64-22
Base Courses	PG 64-22

2.3.2. Tack Coat shall consist of an emulsion, SS-1 diluted with equal volume of water and applied at a rate ranging from 0.05 to 0.15 gallon per square yard.

3. PAVING MIXTURE

3.1. Mix Design. The mixture shall be designed in accordance with TxDOT Bulletin C-14 and TxDOT Test Method TEX-204-F to conform to the requirements of this specification. The Contractor shall furnish the mix design for the job-mix to be used for the project, unless shown otherwise on the drawings. The mix design shall be submitted prior to placement of the mixture.

The design procedures are intended to result at a job-mix with properties in compliance with these specifications, and when properly placed the job-mix will be durable and stable. The sieve analysis of the job-mix shall be within the range of the Master Gradation and Tolerances specified herein. The job-mix shall meet the density and stability requirements as specified and shall be included with the mix design as submitted per above.

If the specific gravity of any of the types of aggregates differs by more than 0.3, use volume method.

Plot sieve analysis of job-mix; percent passing versus size on four-cycle semi-log paper or other appropriate type paper. Show tolerance limits and Limits of Master Gradation.

3.2. Master Gradation of Aggregate. The aggregate for the type of mix specified shall be within the following tabulated limits per TxDOT Test Method TEX-200-F (Dry Sieve Analysis):

Sieve Size	Type			
	A Course Base	B Fine Base	C Course Surface	D Fine Surface
1-1/2"	100			
1-1/4"	95-100			
1"		100		
7/8"	70-90	95-100	100	
5/8"		75-95	95-100	
1/2"	50-70			100
3/8"		60-80	70-85	85-100
1/4"				
No. 4	30-50	40-60	43-63	50-70
No. 10	20-34	27-40	30-40	32-42
No. 40	5-20	10-25	10-25	11-26
No. 80	2-12	3-13	3-13	4-14
No. 200	1-6*	1-6*	1-6*	1-6*
VMA % minimum	11	12	13	14

* 2-8 when TxDOT Test Method Tex-200-F, Part II (Washed Sieve Analysis) is used.

3.3. Tolerances. The mixture delivered to the job site shall not vary from the job-mix by more than the tolerances specified below. The gradation of the produced mix shall not fall outside the Master Grading Limits, with the following exceptions: for Type B material coarser than 3/8" and for Type D material coarser than #4. Variations from job-mix shall not exceed the following limits, except as noted above:

<u>Item:</u>	<u>Tolerances Percent by Weight or Volume</u>
1" to No. 10	Plus or Minus 5.0
No. 40 to No. 200	Plus or Minus 3.0
Asphalt Weight	Plus or Minus 0.5
Asphalt Volume	Plus or Minus 1.2

3.4. Mix Properties. The mixture shall have a minimum Hveem stability of 40 for Type A, B, and C mixes, and 35 for Type D mixes per TxDOT Test Method TEX-208-F at an optimum density of 96% (plus or minus 1.5) of theoretical maximum density per TxDOT Test Methods TEX-227-F and TEX-207-F.

3.5. Sampling and Testing of Raw Materials. The Contractor shall sample materials as necessary to produce a mix in compliance with these specifications.

4. EQUIPMENT

4.1. Mixing Plants. Mixing plants shall be either the weigh batching type or the drum mix type. Both types shall be equipped with satisfactory conveyors, power units, aggregate handling equipment, aggregate screens and bins (weigh batch only), and pollution control devices as required.

4.2. Truck Scales. A set of truck scales, if needed for measurement, shall be placed at a location approved by the Engineer.

4.3. Asphalt Material Heating Equipment. Asphalt material heating equipment shall be adequate to heat the required amount of material to the desired temperature. Agitation with steam or air will not be permitted. The heating apparatus shall be equipped with a recording thermometer with a 24-hour continuous chart that will record the temperature of the asphalt at the highest temperature.

4.4. Surge-Storage System. A surge-storage system may be used provided that the mixture coming out of the bins is of equal quality to that coming out of the mixer. The system shall be equipped with a gob hopper, rotating chute or other devices designed to minimize segregation of the asphalt mixture.

4.5. Laydown Machine. The laydown machine shall be capable of producing a surface that will meet the requirements of the typical cross section, of adequate power to propel the delivery vehicles, and produce the surface tolerances herein required. It shall be wide enough to lay a 28-foot street (back-to-back of curbs) in a maximum of two passes.

4.6. Rollers. All rollers shall be self-propelled and of any type capable of obtaining the required density. Rollers shall be in satisfactory operating condition and free from fuel, hydraulic fluid, or any other fluid leaks.

5. STORAGE, PROPORTIONING AND MIXING

5.1. Storage and Heating of Asphalt Materials. Asphalt cement shall not be heated to a temperature in excess of that recommended by the producer. Asphalt storage equipment shall be maintained in a clean condition and operated in such a manner that there will be no contamination with foreign matter.

5.2. Feeding and Drying of Aggregates. The feeding of various sizes of aggregate to the dryer shall be done in such a manner that a uniform and constant flow of materials in the required proportions will be maintained. In no case shall the aggregate be introduced into the mixing unit at a temperature more than 350 degrees F.

5.3. Proportioning. All materials shall be handled and proportioned in a manner that yields an acceptable mixture as herein specified and as defined by the job-mix.

5.4. Mixing.

5.4.1. Weigh Batch Plant. In charging the weigh box and in charging the pugmill from the weigh box, such methods or devices shall be used as necessary to minimize segregation of the mixture.

5.4.2. Drum Mix Plant. The amount of aggregate and asphalt cement entering the mixer and the rate of travel through the mixer shall be coordinated so that a uniform mixture of the desired gradation and asphalt content will be produced.

5.4.3. The mixture produced from each type of plant shall not vary from the job-mix by more than the tolerances and restrictions herein specified. The mixture when discharged from the plant shall have a moisture content not greater than one percent by weight of total mix when determined by TxDOT Test Method TEX-212-F.

5.4.4. The mixture produced from each type of plant shall be at a temperature between 250- and 325-degrees F. After a target mixing temperature has been established, the mixture when discharged from the mixer shall not vary from this temperature by more than 25 degrees F.

6. CONSTRUCTION METHODS

6.1. Construction Conditions. For mat thicknesses greater than 1.5 inches, the asphalt material may be placed with a laydown machine when the air temperature is 40 degrees F and rising but not when the air temperature is 50 degrees F and falling. In addition, mat thickness less than and including 1.5 inches shall not be placed when the temperature of the surface on which the mat is placed is below 50 degrees F.

6.2. Prime Coat. If a prime coat is required, it shall be applied and paid for as a separate item conforming to the requirements of Standard Specification Section 025412 "Prime Coat", except the application temperature shall be as provided above. The tack coat or asphaltic concrete shall not be applied on a previously primed flexible base until the primed base has completely cured to the satisfaction of the Engineer.

6.3. Tack Coat. Before the asphalt mixture is laid, the surface upon which the tack coat is to be placed shall be thoroughly cleaned to the satisfaction of the Engineer. The surface shall be given a uniform application of tack coat using materials and rates herein specified and/or as shown on the plans. The tack coat shall be rolled with a pneumatic tire roller as necessary.

6.4. Transporting Asphalt Concrete. The asphalt mixture shall be hauled to the job site in tight vehicles previously cleaned of all foreign matter. In cool weather or for long hauls, canvas covers, and insulated truck beds may be necessary. The inside of the bed may be given a light coating of lime water or other suitable release agent necessary to prevent from adhering. Diesel oil is not allowed.

6.5. Placing. The asphalt mixture shall be spread on the approved prepared surface with a laydown machine or other approved equipment in such a manner that when properly compacted, the finished surface will be smooth and of uniform density and meet the requirements of the typical cross section as shown on the plans.

6.5.1. Flush Structures. Adjacent to flush curbs, gutters, liners and structures, the surface shall be finished uniformly high so that when compacted, it will be slightly above the edge of the curb and flush structure.

6.5.2. Construction joints of successive courses of asphaltic material shall be offset at least six inches. Construction joints on surface courses shall coincide with lane lines, or as directed by the Engineer.

6.6. Compacting. The asphalt mixture shall be compacted thoroughly and uniformly with the necessary rollers to obtain the required density and surface tolerances herein described and any requirements as shown on the plans. Regardless of the method of compaction control followed, all rolling shall be completed before the mixture temperature drops below 175 degrees F.

6.7. In-Place Density. In-place density control is required for all mixtures except for thin, irregular level-up courses. Material should be compacted to between 96% and 92% of maximum theoretical density or between 4% and 8% air voids. Average density shall be greater than 92% and no individual determination shall be lower than 90%. Testing shall be in accordance with TxDOT Test Methods TEX-207-F and TEX-227-F.

Pavement specimens, which shall be either cores or sections of the compacted mixture, will be tested as required to determine the percent air voids. Other methods, such as nuclear determination of in-place density, which correlate satisfactorily with actual project specimens may be used when approved by the Engineer.

6.8. Thickness. The total compacted average thickness of the combined HMAC courses shall not be less than the amount specified on the drawings. No more than 10% of the measured thickness(es) shall be more than 1/4 inch less than the plan thickness(es). If so, the quantity for pay shall be decreased as deemed appropriate by the Engineer.

6.9. Surface Smoothness Criteria and Tests. The pavement surface after compaction shall be smooth and true to the established lines, grade and cross-section. The surface shall be tested by the Owner with the Mays Roughness Meter. The Mays Roughness Value for each 600-foot section shall not exceed ninety inches per mile per traffic lane.

Localized defects (obvious settlements, humps, ridges, etc.) shall be tested with a ten-foot straightedge placed parallel to the roadway centerline. The maximum deviation shall not exceed 1/8 inch in ten feet. Areas not meeting this criterion shall be corrected to the satisfaction of the Engineer.

6.10. Opening to Traffic. The pavement shall be opened to traffic when directed by the Engineer. The Contractor's attention is directed to the fact that all construction traffic allowed on pavement open to the public will be subject to the State laws governing traffic on highways.

If the surface ravels, it will be the Contractor's responsibility to correct this condition at his expense.

7. MEASUREMENT AND PAYMENT

This project is a lump sum bid. The work governed by this specification shall not be measured for pay but shall be subsidiary to the project.

END OF SECTION

ATTACHMENTS C:

CITY OF KINGSVILLE
BID FORM

This form must be completed and returned as part of your bid.

Do not include Federal Tax or State Sales Tax. The necessary exemption certificates will be issued upon request.

BY SUBMITTING THIS BID, THE BIDDER CONFIRMS THAT HE/SHE HAS READ THE ENTIRE BID PACKAGE AND ACCEPTS ALL TERMS AND CONDITIONS OF THE BID PACKAGE.

In accordance with the terms of your Invitation to Bid, your conditions, and with full knowledge of the terms of your contract, we agree to furnish and deliver to the City of Kingsville TxDOT TYPE D HMAC for the period commencing upon award and through September 30, 2030 and renewable annually. We also understand that amounts shown are estimated and may vary, more or less, during the contract period.

ITEM	QUANTITY	DESCRIPTION	TOTAL UNIT PRICE F. O. B. KINGSVILLE, TX
1.	3,000 TONS	Tx DOT Item 340 Type D, HMAC DELIVERED BY TRUCK	\$ _____
		PICKED UP AT YOUR PLANT	\$ _____

TIME NEEDED FOR DELIVERY: _____ DAYS (TRUCK)

HOW MUCH NOTICE DO YOU NEED IF CITY PICKS UP MATERIALS AT YOUR PLANT?

PLEASE STATE DEMURRAGE TIME AND AMOUNT, IF ANY:

AMOUNT \$ _____

TIME _____

**ADDITIONAL CHARGES \$ _____

**LIST TYPE OF CHARGES _____

ADDRESS AND LOCATION OF YOUR PLANT:

****CHARGES NOT CLEARLY STATED WILL NOT BE HONORED AFTER BID IS AWARDED!****

Bid Form

Pg. 2

I certify that I understand the specifications, have read the document in its entirety and that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. I further certify and agree to furnish any or all products/services at the price offered, and upon conditions contained in the specifications of the Invitation to Bid.

DATED THIS _____ DAY OF _____, 2024.

BIDDING FIRM

BY: _____
PRINT NAME

(SIGNATURE)

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ (Conflict of Interest Questionnaire), the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Kingsville not less than the 7th business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **the City of Kingsville requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid. However, upon award, if a conflict arises then a Questionnaire Form must be completed and timely submitted to the City Secretary.

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local government entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government Officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves As an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

A new law in the state of Texas went into effect on January 1, 2016, which requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City after award by the City Commission and prior to approval of the contract. More information can be found at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

This form must be notarized according to state law, and submitted with your bid response.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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 goods or services to be provided under the contract.

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 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY