



MASTER SERVICES AGREEMENT #2024-098
Cool Pavement Material & Application Services

THIS MASTER SERVICES AGREEMENT (“Agreement”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments (“NCTCOG”)**, a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

Pavement Restoration, Inc.
 (“**Contractor**”)
with offices located at
111 Valley Knoll
Boerne, TX 78006

ARTICLE I
RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Executive Search Consulting and Related Services, (hereinafter, “**Services**”) to governmental entities participating in the TXShare program (hereinafter “**Participating Entities**”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2024-098 (hereinafter, “**RFP**”). In the event of a conflict between this Agreement and the RFP, this Agreement will prevail. The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

ARTICLE II
SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating

procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes, or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

2.5 NCTCOG Obligations

2.5.1 NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.

2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.

2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of the RFP.

2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.

2.7.3 Contractor agrees to market and promote the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base, such as, but not limited to via the Contractor's website. Contractor shall agree to follow reporting requirements and report sales made under this Master Services Agreement in accordance with Section 4.2.

**ARTICLE III
TERM**

3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on November 30, 2025 (the "Term"), unless earlier terminated as provided herein. There shall be an option to renew thereafter for up to four (4) additional 12 month terms (up to a total contract life of 5 years) subject to mutual agreement not to exceed past November 30, 2029.

3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating

Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

3.2.1 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity in accordance with billing terms as stated in Appendix A for each Scope of Service. If billing terms are not specified for a particular Scope of Service, then the Contractor will submit an invoice to the Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms.

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG
ATTN: TXShare
PO Box 5888
Arlington, TX 76005-5888
Email: TXShare@nctcog.org

ARTICLE V SERVICE FEE

5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make

the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.

- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractors and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on all fees for service, with the exception of expenses that are passed through to Participating Entities without markup from the Contractor, such as, but not limited to, advertising, travel expenses and per diem costs, temporary housing, and materials production.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXShare purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

ARTICLE VII REPRESENTATION AND WARRANTIES

- 7.1 **Representations and Warranties.** Contractor represents and warrants that:
- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.

- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

**ARTICLE IX
GENERAL PROVISIONS**

9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:

North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Charlie Oberrender
(817) 695-9289
coberrender@nctcog.org

If to Contractor:

Pavement Restoration, Inc.
111 Valley Knoll
Boerne, TX 78006
Attn: Robert Wiggins
Rob.w@paverestore.com
(813) 323-2710

The above contact information may be modified without requiring an amendment to the Agreement.

- 9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.
- 9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

Requirements:

Workers' Compensation:

Statutory limits and employer's liability of \$100,000 for each accident or disease.

Commercial General Liability with NCTCOG endorsed as a Named Additional Insured.

Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

Commercial General Liability policy with NCTCOG endorsed as a Named Additional Insured.

Shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

Business Auto Liability with NCTCOG endorsed as a Named Additional Insured.

Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

9.5 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.6 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

- 9.7 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.8 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.11 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

**ARTICLE X
ADDITIONAL REQUIREMENTS**

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor

shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the

discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 **Disadvantaged Business Enterprise Program Requirements**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or subcontract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 **Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest.

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.
No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code. Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify

its compliance through execution of the "Prohibited Telecommunications and Video Surveillance Services or Equipment Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the "Discrimination Against Firearms Entities or Firearms Trade Associations Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.21 Boycotting of Certain Energy Companies

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the "Boycotting of Certain Energy Companies Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 Domestic Preference

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pavement Restoration, Inc.

 . 1/2/2025
Signature Date

ROBERT WIGGINS

Printed Name

PRESIDENT - PAVEMENT RESTORATION INC
Title

North Central Texas Council of Governments

Signed by: Mike Eastland 1/3/2025
Signature Date
A4E72C1BEF0F426...

R. Michael Eastland
Executive Director

APPENDIX A
Statement of Work



PAVEMENT RESTORATION.*Inc*

JULY 29 2024

TXSHARE RFP #2024 – 098

REMEDIATING MALTENE ASPHALT REJUVENATOR HIGHLIGHTS

Pavement Restoration Inc uses the emulsion Reclamite from Tricor Refineries which has been successfully used for over 50 years throughout United States and Canada with a proven track record of results. Reclamite was developed because of the need by the Army Corp of Engineers for an asphalt preservation rejuvenator. The same reclamite maltene base oils enhanced with TiO₂, as manufactured under PAVE TECH, fall under our turn key application expertise.

The application of Remediating Maltene Asphalt Rejuvenators, for Municipal asphalt streets is our core business. We are very experienced, with 20 years of application experience in Texas and employ highly trained Staff with decades of Project Management experience, control the Product Quality and Specifications from Emulsion to Application with the latest application equipment, to extensive post Testing for validation of treatment.

We specialize in this one service of Maltene Asphalt Rejuvenation, product and service exclusively. We are fully TURNKEY from Street survey assessment, traffic control, resident notification, Application of Rejuvenator and full Testing and Engineering Reports to Corp of Engineering and ASTM standards, all the while applying strong Safety and Quality Control audits.

Pavement Restoration has exclusive experience in the State of Texas in application of Maltene Asphalt rejuvenators with over 20 years of application treating streets to the value of over 9 million sq yds per annually.

Remedial Maltene Asphalt Rejuvenation is a GREEN product and environmentally responsible application

Pavement Restoration also applies this technology in Arizona and Colorado.

Please contact the writer for any additional information

Sincerely

Robert Wiggins

President – Pavement Restoration

*Post Office Box 1532 . Boerne , Texas 78006 . Tel: 813.323.2710 Fax: 830.336.3484
EMAIL: rob.w@paverestore.com WEB: www.paverestore.com*



PAVEMENT RESTORATION, Inc

ATTACHMENT 1

ORGANIZATION CHART

PRESIDENT - ROB WIGGINS

Sales and Marketing Texas , Contracting, Insurance, Administration

VICE PRESIDENT - JEFF WILLIS

Administration , Accounts

SECRETARY- HUBERT BEASLEY

Sales and Marketing - Colorado, Contracting, Insurance

COMPANY OPERATIONS MANAGER – MARK WIGGINS

Company Safety Officer, Company Operations and Logistics, Emulsions and Distribution

PLANT MANAGER – TRISTAN WIGGINS

TREASURY DAVE WILLIS

ACCOUNTS – JEANNIE LEON

Accounts, Comptroller

COMPANY ENGINEER – DON WARD P.E.

Engineering, Emulsion Plant Safety Officer, Sales Texas

SALES MANAGER – ARIZONA – TRAVIS ELIOTT

SAES MANAGER – COLORADO – LEE BEASLEY

Sales and Marketing

PROJECT SUPERINTENDENTS –

Rejuvenator Crew Operations, Safety and Quality Control

DWAIN MITCHELL

CODY BLEVINS

WESLEY VELASCO

WILL AIKENS

Post Office Box 1532 . Boerne , Texas 78006 . Tel: 813.323.2710 Fax: 830.336.3484

EMAIL: rob.w@paverestore.com WEB: www.paverestore.com



PAVEMENT RESTORATION.*Inc*

ATTACHMENT 2

EXCEPTION TO SPECIFICATIONS, AND OTHER INFORMATION

Pavement Restoration Inc has been applying Remedial Asphalt Maltene Rejuvenator in Texas since 2005 with multiple Municipal and County agencies

Pavement Restoration Inc, interacts with Contract agencies from the outset in pavement selection process, if requested, Project management, resident notification, residential traffic control, Application, Daily Project report submittal, post project testing methodologies, all in a Base turnkey inclusive price .

Note:

Arterials and Collectors will require more extensive Traffic Control and TCP's etc which will be a line item add on

Base turnkey inclusive price does not include Shipping cost of Product from Manufacturer, which will be line item add on

Pavement Restoration Inc can only work with Tax Exempt Organizations / Agencies

Pavement Restoration Inc can mobilize and complete Projects anywhere in Texas, out of our yard in Comfort, TX

Pavement Restoration has 4 – 5 fully independent Application Crews providing full Turnkey service

Pavement Restoration Inc reserves the right to stipulate minimal Project Size / Value to ensure Contract viability

Pavement Restoration Inc reserves the right to review and accept pavement assets, are in fact the correct candidates for Application, to ensure Right Road, Right Time, Right Treatment philosophy, to provide the best value to our customers and success of the Preservation program

Pavement Restoration Inc invoices, on a Singular or Multiple Invoice basis dependent on Project size, with 30 days from Invoice Payment terms

*Post Office Box 1532 . Boerne , Texas 78006 . Tel: 813.323.2710 Fax: 830.336.3484
EMAIL: rob.w@paverestore.com WEB: www.paverestore.com*



PAVEMENT RESTORATION, Inc

ASPHALT MALTENE REJUVENATOR REFERENCES: FOR Pavement Restoration Inc Texas

TRAVIS COUNTY
SCOTT LAMBERT PE - ENGINEER
TEL: 512-848 7673
Scott.lambert@traviscountytx.gov

every year since 2006 - TO DATE : TOTAL \$ 5 850 000

ANNUAL CONTRACT 2024 \$ 600 000

CITY OF LUBBOCK
SHANE CHILDERS - PROJECT MANAGER
TEL: 806-775 3682
schilders@mylubbock.us

every year since 2009 - TO DATE: TOTAL \$ 8 500 000
ANNUAL CONTRACT 2024 \$ 1 500 000

BEXAR COUNTY
TONY VASQUEZ - DIV MANAGER
TEL: 210-265 7079
avasquez@bexar.org

every year since 2007 - TO DATE: TOTAL \$ 5 150 000
ANNUAL CONTRACT 2024 \$ 690 000

CITY OF CEDAR PARK
RANDALL LUEDERS PE
TEL: 512-401 5354
randall.lueders@cedarparktexas.gov

very alternate year 2010 - TO DATE TOTAL \$ 3 000 000
ANNUAL CONTRACT 2024 \$ 600 000

CITY OF IRVING
CHRIS CHOUFFET
TEL: 972-721-2209
cchouffet@cityofirving.org

every year since 2010 - TO DATE TOTAL \$ 2 000 000
ANNUAL CONTRACT 2024 \$ 200 000

SERVICE CAT #

SPECIFICATION – All-Purpose Urban Heat Island & Pollution-Remediating Pavement Penetrant

1 Material Description: Penetrating Photocatalytic TiO₂ Cationic Molecular Emulsion (PCT-CME)

Performing the work covered by this specification shall include the treatment of asphalt (AC) and concrete (PCC) infrastructure and surface courses by spray application of a solar reflective and pollution-remediating cationic emulsion carrier liquid containing photocatalytic grade Titanium Dioxide (TiO₂) nanoparticles (photocatalytic technology or “PCT”) to pavements (and peripherals) at locations, depths, widths, and sections indicated in the contract documents.

The PCT nanoparticles shall be blended into a penetrating cationic emulsion carrier liquid heretofore referred to as the “Penetrating Photocatalytic TiO₂ Cationic Emulsion” or “PCT-CME”.

2 Photocatalytic Titanium Dioxide Nanoparticles (PCT)

The PCT-CME shall contain catalytic titanium dioxide (TiO₂) nanoparticles in an amount that will impregnate the AC or PCC structure to a minimum depth of four (4) millimeters with a minimum of 1500 parts per million.

The TiO₂ shall be of the *anatase type* that has been shown to photo-catalyze the oxidation and/or decomposition of carbon dioxide (CO₂); criteria pollutants such as nitrogen oxides (NO_x) and volatile organic compounds (VOCs); microplastic particles (MPP); and ultraviolet light (UV) reflective.

The TiO₂ shall be of a n-type semiconductor containing 99% TiO₂ content comprised of no less than 80% anatase crystallite by weight (plus or minus 5%) in a particle size averaging 20nm to 25nm (plus or minus 3nm) with a small portion of rutile crystalline content.

The Bidder must submit with his bid test data from an accredited testing laboratory or qualified university research study indicating that the product proposed for use meets the performance and testing requirements.

The Engineer may require treated core samples to be removed from the treated pavement fifteen to thirty days following application of the PCT-CME and tested for various photocatalytic property verification per Section 3. Pricing to be negotiated in the contract documents separately.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use follows the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that the PCT-CME has been used successfully for at least two years and that said emulsion has been proven to perform, as heretofore required, through field testing as to the required performance criteria.

The Engineer may require the bidder to submit with his bid the manufacturer's qualified Environmental Product Declaration (EPD) and third-party prepared lifecycle assessment (LCA) which conforms to International Organization for Standardization (ISO) 14040:2006.

3 Photocatalytic Properties Testing

3.1 TiO₂ Penetration Test: A non-destructive analytical procedure shall be used to determine the percent of PCT nanoparticles present in, at least, the upper four-millimeter (4mm) layer of the field core sample matrix. The method of measurement shall be by fluorescent X-ray emitted from the surface when excited by a principal X-ray source that is exceptional for the given element. A hand-held XRF analyzer is acceptable for this testing.

The minimum required concentration of PCT nanoparticles in the upper four-millimeter (4mm) section shall be 1500 parts per million.

3.2 Carbon & Pollutant Reduction: Verification of the effectiveness of the greenhouse gas (GHG), criterial pollutant air pollution, and MPP remediation of the PCT-CME shall be by accredited laboratory or research university investigation and coefficient of determination based on section 3.1.

The accredited laboratory or university must have the equipment and capability to perform the following minimum standardized test procedure.

3.3 NO_x Reduction Test: A photo reactor test chamber shall be employed that allow for the evaluation of the efficient photocatalytic reduction of introduced NO_x gas of a known and controlled concentration within the chambers volume. The chamber light source shall be a UV lamp having a wavelength of 375 nanometers. The interior chamber environment shall be at 77°F with a constant humidity of 55% ±5%. The test total duration shall be five hours.

The test system shall be based on a Japanese Industrial Standard (JIS) TR Z0018 – *Photocatalytic Materials-Air purification* test procedure or ISO 22197-1 – *Test Method for Air-purification Performance of Semiconducting Photocatalytic Materials*. NO_x removal efficiency shall be measured using a Model 42i Chemiluminescence NO-NO₂-NO_x Analyzer (Thermo Fisher Scientific Inc.) or equivalent.

3.4 Urban Heat Island Effect (UHI) Reduction: Verification of the UHI mitigation effectiveness of the PCT-CME shall be by accredited laboratory or research university investigation and coefficient of determination based on section 3.1.

The accredited laboratory or university must have the equipment and capability to perform the following standardized test procedure.

3.5 Solar Reflectance Index Test (SRI): UHI effectiveness shall be verified and measured by Solar Reflectance Index (SRI) value. SRI is a measure of the constructed surface's ability to reflect solar heat, as shown by a small temperature rise. It is defined so that a standard black surface (reflectance 0.05, emittance 0.90) is 0 and a standard white surface (reflectance 0.80, emittance 0.90) is 100.

The relevant standard is ASTM E1980: – *Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces*.

Based on the standard, the SRI is a measure of the relative steady-state temperature of a surface with respect to a standard white surface (SRI=100) and a standard black surface (SRI=0) under standard solar and ambient conditions.

Under normal ambient conditions, the steady-state temperature for the black and white reference surfaces is 355.61 kelvin (K) or 180°F and 317.76 K (110°F), respectively. A Solar Reflectance Index (SRI) can be defined as:

$$SRI = \frac{T_b - T_s}{T_b - T_w}$$

Where:

- **Steady-state Surface Temperature (Ts)**—the temperature of the surface, in K, under the standard solar conditions. The surface temperature $T_s (^{\circ}C) = T_s (K) - 273$
- **Reference Black Surface Temperature (Tb)**—the steady-state temperature of a black surface with a solar reflectance of 0.05 and infrared emittance of 0.9, under the standard solar and ambient conditions
- **Reference White Surface Temperature (Tw)**—the steady-state temperature of a white surface with a solar reflectance of 0.80 and infrared emittance of 0.9, under the standard solar and ambient conditions
- **Sky Temperature (Tsky)**—the temperature of a black body that would radiate the same power in the thermal infrared spectrum (5 to 40 nm) toward the earth as does the sky.

The minimum SRI value shall average 29 (or 0.29) which meet the minimum standard ($\geq 50\%$ 29 SRI) for the **U.S. Green Building Council (USGBC) hardscape threshold for Leadership in Energy and Environmental Design (LEED) credit** or the minimum standard for the **American Public Works Association (APWA) / Institute for Sustainable Infrastructure (ISI) Envision Superior ($\geq 60\%$ 29 SRI) level of achievement credit.**

4 Equipment and Construction

4.1 Distributor: The distributor for spreading the PCT-CME shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the PCT-CME uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.10 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5% of the specified rate.

Distributor equipment shall include full circulation spray bars, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

The rate of application shall be controlled by an onboard computer control system designed to control the selected application rate uniformly and consistently regardless of the forward speed of the distributor truck.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

4.2 Calibration: The distributor Prior to construction, calibration of the distributor truck, in accordance with ASTM D2995-99, when directed by and in the presence of the Engineer shall be completed. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made.

4.3 Layout: The Contractor will be responsible for the lay out of the roadway and project planning and sequencing to meet traffic control requirements prior to surface applications.

4.4 Weather and Seasonal Limitations: The PCT-CME shall not be applied to a wet surface or when rain is occurring, or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 40° in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 45°F, and no more than 150°F.

If unexpected rain occurs prior to material penetration, the emulsion shall be reapplied at no cost to the Agency. Further, the contractor's traffic control and project monitoring shall continue until the application has penetrated and the surface is safe for vehicular travel.

4.5 Preparation of Surface: The contractor will be responsible for blowing or sweeping the road immediately ahead of the emulsion application operation to make sure the road is free of standing water, dirt, loose aggregate, and other debris. The surface shall be clean and dry prior to the application.

4.6 Application of PCT-CME: The PCT-CME shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

4.7 Material Placement of PCT-CME: The PCT-CME shall be on one-half width of the pavement at a time if conditions do not allow full width application. The PCT-CME shall be spread at the rate of 0.04 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the

Engineer grants approval for additional applications. Grades or super elevations of surfaces that may cause excessive emulsion runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of the PCT-CME. When directed by the Engineer, the Contractor shall take representative samples of the emulsion for testing.

4.8 Test Strip for Application Rate: Prior to the start of the project, the Contractor shall perform test strip applications as directed by the Engineer. Test strips shall be performed for each pavement group of similar age and type within the project area.

The test strips shall be applied at a minimum width of 6 feet and for a length of 50 feet. A total of two test strips shall be applied at application rates of 0.04 and 0.10 gallons per square yard, respectively. The time, in minutes, for essentially complete absorption of the PCT-CME shall be recorded for each test strip. The optimal rate to be used in a given area shall be that rate essentially absorbed within 20 minutes.

In the event that the two standard test rates are absorbed completely within the 20-minute period, then the Contractor and the Engineer shall agree on a fourth test strip application rate.

Upon completion of the test strips for each pavement group, the Engineer will determine the final application rate to be applied to each pavement group. All tests for rate of application shall be completed and the rates for each similar pavement group approved by the engineer prior to the start of the actual project.

4.9 Handling of PCT-CME: Contents in tank cars or storage tanks shall be circulated at least 45 minutes before withdrawing any material for application. The distributor truck will be cleaned of all of its asphalt materials and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

4.10 Resident Notification: The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

4.11 Traffic Control: The Contractor shall furnish all necessary traffic control, barricades, signs, and flaggers, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh PCT-CME until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic. The Contractor shall submit an M.O.T plan indicating all facets of traffic control for the project area. The MOT plan must be approved in writing by the Engineer prior to commencing any work. All traffic control shall be in accordance with the DOT Roadway Design Standards, most current edition. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

5 Measurement and Payment: PCT-CME will be paid for based on the actual number of square yards (or alternatively square feet) of surface area that has been treated in accordance with the requirements of this specification.

<u>Pay Item</u>	<u>Pay Unit</u>
• Penetrating Photocatalytic TiO ₂ Cationic Emulsion	Per Square yard (sq/yd)
• Field Core Removal	Each
• Field Core Laboratory Analysis – XRF	Each
• Mobilization	Per Project

*When required by the Engineer

The above prices and payments will be full compensation for all work covered by this section including but not limited to providing all materials, equipment, labor, testing and incidentals to applying PCT-CME to surfaces at locations, depths, widths, and typical sections indicated in the contract documents.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

BID PRICE WORKSHEET

Category

% Discount off
List Price

Service Category #1: Streetbond Durashield Pavement Coating – Material Only	/
Service Category #2: Streetbond Durashield Pavement Coating – Material & Application	/
Service Category #3: Pave Tech – Pollution-Remediating Polymerized Malene Asphalt Rejuvenator – Material Only	/
Service Category #4: Pave Tech – Pollution-Remediating Polymerized Malene Asphalt Rejuvenator – Material & Application	10%
Service Category #5: Seal Master Solarpave Sealcoat – Material Only	/
Service Category #6: Seal Master Solarpave Sealcoat – Material & Application	/
Service Category #7: Cool Seal by Guardtop Solar Reflective Asphalt Based Sealcoat – Material Only	/
Service Category #8: Cool Seal by Guardtop Solar Reflective Asphalt Based Sealcoat – Material & Application	/
Service Category #9: Other Ancillary Material or Services	10%

NOTE: For Material & Application Projects

If your firm subcontracts out application, please explain whether you or your subcontractor is the billing party. Also provide a list of all of your approved subcontractor applicators with contact information and geographic region serviced. Subcontractors are required to abide by the discount offered in your proposal.

APPENDIX A.2
Service Area Designation Forms

**EXHIBIT 3
SERVICE DESIGNATION AREAS**

Texas Service Area Designation or Identification			
Proposing Firm Name:		PAVEMENT RESTORATION Inc	
Notes: Indicate in the appropriate box whether you are proposing to service the entire state of Texas			
Will service the entire state of Texas		Will not service the entire state of Texas	
		✓	
If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.			
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	✓
2.	High Plains	Amarillo Lubbock	✓
3.	Northwest	Abilene Wichita Falls	✓
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	✓
5.	Southeast	Beaumont-Port Arthur	✓
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	✓
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	✓
8.	Capital Texas	Austin-Round Rock	✓
9.	Alamo	San Antonio-New Braunfels Victoria	N/A
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	✓
11.	West Texas	Midland Odessa San Angelo	✓
12.	Upper Rio Grande	El Paso	✓

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form							
Proposing Firm Name:		N/A					
Notes:		<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Will service all fifty (50) states</td> <td style="width: 50%;">Will not service fifty (50) states</td> </tr> <tr> <td> </td> <td> </td> </tr> </table> <p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</p>		Will service all fifty (50) states	Will not service fifty (50) states		
Will service all fifty (50) states	Will not service fifty (50) states						
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area				
1.	Alabama						
2.	Alaska						
3.	Arizona						
4.	Arkansas						
5.	California						
6.	Colorado						
7.	Connecticut						
8.	Delaware						
9.	Florida						
10.	Georgia						
11.	Hawaii						
12.	Idaho						
13.	Illinois						
14.	Indiana						
15.	Iowa						
16.	Kansas						
17.	Kentucky						
18.	Louisiana						
19.	Maine						

Page 49 of RFP

20.	Maryland		
21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3

APPENDIX A.3

The categories awarded under this contract are listed on the following Exhibit 1.

**EXHIBIT 1
Categories Bid**

Please place a checkmark next to each Category that you are offering in your proposal:

- Service Category #1: Streetbond Durashield Pavement Coating – Material Only
- Service Category #2: Streetbond Durashield Pavement Coating – Material & Application
- Service Category #3: Pave Tech – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator – Material Only
- Service Category #4: Pave Tech – Pollution-Remediating Polymerized Maltene Asphalt Rejuvenator – Material & Application
- Service Category #5: Seal Master Solarpave Sealcoat – Material Only
- Service Category #6: Seal Master Solarpave Sealcoat – Material & Application
- Service Category #7: Cool Seal by Guardtop Solar Reflective Asphalt Based Sealcoat – Material Only
- Service Category #8: Cool Seal by Guardtop Solar Reflective Asphalt Based Sealcoat – Material & Application
- Service Category #9: Other Ancillary Material or Services

Current Published Unit Price for Items Offered

For each of the Categories you selected above, provide your applicable current published unit pricing for the goods and services you offer under each Category on the attached Bid Price Worksheet. You may attach this information to a separate sheet or via a weblink. Please match the corresponding Category number from the Bid Price Worksheet next to the matching item on your current published price list.

NOTE: This price list is NOT a part of the contractual obligation and may be modified at the vendor's discretion. Only the percentage discount is contractually obligated.

**APPENDIX B
DEBARMENT CERTIFICATION**

I, ROBERT WIGGINS
(Name of certifying official)

being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

PAVEMENT RESTORATION Inc
(Name of lower tier participant)

nor its principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:

Signature of Certifying Official

Title

Date of Certification

PRESIDENT

1/2/2025

Form 1734
Rev.10-91
TPFS

APPENDIX C RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

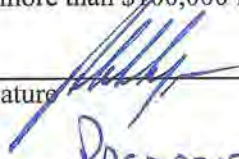
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature 
Title PRESIDENT
Agency PAVEMENT RESTORATION INC
Date 1/2/2025