



**MASTER SERVICES AGREEMENT #2024-097  
ROADWAY MATERIALS**

**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**

**Innovative Roadway Solutions, LLC  
 (“Contractor”)  
with offices located at  
493 Dr. M Roper Pkwy N.  
Bullard, TX 75757**

**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 #2024-097 (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 **October 31, 2025** (the "Term"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for an additional term, through **October 31, 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](mailto: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](mailto:coberrender@nctcog.org)

If to Contractor:

**Innovative Roadway Solutions, LLC**  
**493 Dr. M Roper Pkwy N**  
**Bullard, TX 75757**  
**Attn: Kevin King**  
[kking@missouripetroleum.com](mailto:kking@missouripetroleum.com)  
**(903) 521-5104**

The above contact information may be modified with out 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.

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**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.


Innovative Roadway Solutions, LLC

 10/28/24  
Signature Date

KEVIN L. KING  
Printed Name

PRESIDENT  
Title

North Central Texas Council of Governments

Signed by: 10/29/2024  
  
Signature Date  
A4E72C1BEF0F426...

R. Michael Eastland  
Executive Director

## **APPENDIX A Statement of Work**

Service Category #1: Earthen Materials

Service Category #2: Asphalt Materials

Service Category #3: Concrete Materials

Service Category #4: Winterization Materials

Service Category #5: Additional Offerings of Ancillary Materials

### **4.0.1 Special Conditions and Specifications**

4.0.1.1 Purpose: It is the intent of the following specifications to describe requirements for road materials for use in road/parking surface repair and maintenance. Materials must meet or exceed the standards set forth in the referenced TXDOT specification, where applicable, or as described elsewhere herein.

**Questionnaire**  
for proposal responses to  
**Roadway Materials**  
**RFP # 2024-097**

**Innovative Roadway Solutions LLC**  
Legal Name of Proposing Firm

KEVIN L KING  
Name

  
Signature

10/1/24  
Date Signed

KKING@missouripetroleum.com  
Contact Person E-Mail Address

Please answer the following questions. Your response will be incorporated as a revision into your existing submitted proposal for further consideration.

**TAB A - CAPACITY TO DELIVER**

- Describe your firm's capabilities to deliver the products offered in a timely fashion.

We operate in 4 states with 2 crews providing  
exclusively the product and service offered  
herein. We are TxDOT, OkDOT, MoDOT and  
ARDOT approved contractor.

- List the business location(s) out of which your firm's team members will work from. You are encouraged to provide options to cover multiple geographic areas outside of Dallas/Fort Worth.

Bullard, TX - St Louis, MO - Springdale AR,  
Paradise, TX

- Provide an overview of Proposer's organization, size, years in business, and experience; major clients; and other information that you feel would assist in our evaluation process.

Parent company is 93 years old we have owned  
Innovative Roadway since 2017. We have  
tripled in volume over that period.



# TEXTURED BITUMINOUS MASTIC SURFACE TREATMENT GUIDELINE

## I. DESCRIPTION:

A. The ~~Textured~~ Bituminous Mastic Surface Treatment (~~TBMST~~) or (MST) consists of applying a designed mixture of asphalt emulsion, minerals, polymers, water, and other additives to a prepared surface in accordance with plans and specified contract documents for the purpose of extending the life of that surface through pavement preservation.

B. <u>BID ITEM</u>	<u>UNITS</u>
Mastic Surface Treatment	Gallons or Pounds per Square Yard

## C. REFERENCES

### 1. AASHTO Standards

- |    |              |  |
|----|--------------|--|
| a) | AASHTO R 5   | Selection and Use of Emulsified Asphalts   |
| b) | AASHTO R 9   | Acceptance Sampling Plans for Highway Construction                                     |
| c) | AASHTO T 11  | Materials Finer than # 200 Sieve   |
| d) | AASHTO T 27  | Sieve Analysis of Fine & Coarse Aggregates   |
| e) | AASHTO T 49  | Penetration of Bituminous Materials  |
| f) | AASHTO T 59  | Standard Method of Test for Emulsified Asphalt   |
| g) | AASHTO T 84  | Specific Gravity and Absorption of Fine Aggregate                                      |
| h) | AASHTO M 208 | Standard Specification for Cationic Emulsified Asphalt                                 |
| i) | AASHTO T 308 | Determining the Asphalt Binder Content of Hot-Mix Asphalt (HMA) by the Ignition Method |

### 2. ASTM Standards

- |    |               |  |
|----|---------------|--|
| a) | ASTM C 117    | Materials Finer Than 0.075mm (No. 22) Sieve in Mineral Aggregates by Washing                       |
| b) | ASTM C136     | Sieve Analysis of Fine and Coarse Aggregates   |
| c) | ASTM D5       | Standard Test Method for Penetration of Bituminous Materials                                       |
| d) | ASTM D 244    | Standard Test Methods and Practices for Emulsified Asphalts  |
| e) | ASTM D 2196   | Rheological Properties of Non-Newtonian Materials by Rotational Viscometer (Brookfield Type)       |
| f) | ASTM D 2397   | Standard Specification for Cationic Emulsified Asphalt   |
| g) | ASTM D 3910   | Standard Practices for Design, Testing and Construction of Slurry Seal                             |
| h) | ASTM D 6934   | Residue by Evaporation of Emulsified Asphalt   |
| i) | ASTM D 6937   | Standard Test Method for Determining Density of Emulsified Asphalt                                 |
| j) | ASTM E 303-93 | Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester |
| k) | ASTM E 1911   | Measuring Paved Surface Frictional Properties Using the Dynamic Friction Tester                    |

## **TEXTURED BITUMINOUS MASTIC SURFACE TREATMENT GUIDELINE**

3. International Slurry Surfacing Association (ISSA) Bulletins and Guidelines
  - a) ISSA A 105 *Recommended Performance Guideline for Emulsified Asphalt Slurry Seal*
  - b) ISSA TB 100 *Test Method for Wet Track Abrasion of Slurry Surfaces*

D. SUBMITTALS

1. Mix Design
2. Materials and Manufacturers Certificates
3. Application Rate Recommendations from  $\mp$ BMST Supplier
4. Weather Related  $\mp$ BMST Product and Application Information from the Supplier

## II. MATERIALS:

A. EMULSIFIED ASPHALT

1. Provide asphalt emulsion consistent with CSS-1 or CSS-1H and complies with specifying agency according to Table 1 - Emulsified Asphalt.

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

## **TEXTURED BITUMINOUS MASTIC SURFACE TREATMENT GUIDELINE**

### B. AGGREGATE

1. Use aggregate that is clean and free from organic matter, detrimental substances and cemented or conglomerated material that complies with gradation in Table 2 - Aggregate unless expressly allowed by the † BMST Manufacturer and Agency Representative. The aggregate must meet the requirements of the † BMST Manufacturer and Agency Representative with regard to physical properties such as - angularity, hardness, cleanliness, durability, color, moisture content, and any other parameters deemed appropriate by said manufacturer and representative.

Table 2 - Aggregate			
Physical Properties (a)			
Criterion	Standard	Min	Max
Water absorption, percent (b)	AASHTO T 84	---	4
Gradation (c)			
Sieve	Standard	Master Grading Band Limits Percent Passing	Target Tolerance
No. 8	ASTM C 136	95 – 100	
No. 16	ASTM C 136	75 – 100	+/- 5
No. 30	ASTM C 136	50 – 95	+/- 5
No. 50	ASTM C 136	25 – 65	+/- 5
No. 60	ASTM C 136	20 – 65	+/- 5
No. 100	ASTM C 136	20 – 60	+/- 5
No. 200	ASTM C 117	15 – 55	+/- 5
<p>a) Perform physical property tests on aggregates that are received before blending into sealer.</p> <p>b) Perform on aggregate retained on larger than the #50 Sieve.</p> <p>c) Includes all mineral components.</p>			

## **TEXTURED BITUMINOUS MASTIC SURFACE TREATMENT GUIDELINE**

**C. CENTRAL PLANT ADDITIVES**

1. Central plant additives may be utilized at the central manufacturing plant as approved or supplied by the †BMST Manufacturer to meet mix design requirements and achieve adequate field performance.
2. Central plant shall use water that is clean, non-detrimental, and free from salts and contaminants.
3. Central plant mixture contains a minimum of 30 percent mineral solids by weight of wet mix.
4. Central plant mixture contains a minimum of 10 percent polymer by weight of asphalt binder in the mix.

**D. FIELD CONSTRUCTION ADDITIVES**

1. Field construction additives may be utilized in the final mix before application as approved or supplied by the †BMST Manufacturer and Agency Representative to meet final field mixing or application to achieve adequate field performance.
2. Pavement pretreatment is recommended to be applied on all surfaces to be †BMST applied. - The pretreatment contains an adhesion promoter as approved and supplied by the †BMST Manufacturer. The pretreatment must be applied according to †BMST supplier’s recommendations and rates.

**E. MIX DESIGN**

1. Mix design must be developed and submitted to Agency Representative for approval of the †BMST application. †BMST approved and submitted must meet the criteria set forth in this guideline or equivalent to be accepted as an approved, compliant mix design. †BMST must meet criteria in Table 3 – Asphalt Mastic Mix Design.

<b>Table 3 – Asphalt Mastic Mix Design</b>			
<b>Criterion</b>	<b>Standard</b>	<b>Min</b>	<b>Max</b>
Dynamic Rotational Viscosity @ 20 RPM / RV Spindle @ 25°C, cps	ASTM D 2196	800	--
Solids content by Evaporation Method @ 130°C, percent (a), (b)	AASHTO T 59 / ASTM D 6934	38	--
Binder content by Ignition Method, percent (b)	AASHTO T 308 (Modified)	18	--
Wet-Track Abrasion Loss (3-day soak), g/m <sup>2</sup> (c), (d)	ASTM D 3910 / ISSA TB 100 (Modified)	--	80

## **TEXTURED BITUMINOUS MASTIC SURFACE TREATMENT GUIDELINE**

### NOTES

- (a) Sample shall be dried to a state where weight measurements taken 30 minutes apart indicate a change of no more than 0.1%.
- (b) Due to high asphalt binder content of the mix, the sample size processed in the ignition oven needs to be adjusted to account for this in the allowable binder content for a particular model.- A 500 – 1000 gram representative sample of the mix is typically dried in a suitable oven with homogenizing until weight loss ceases. -Solids content shall then be defined as the net residual weight divided by net original weight expressed in percent. -This residual dried mix is used for asphalt binder content testing (AASHTO T 308) at a typical sample size of 250 – 500 gram homogenized mix sample.
- (c) Use the modified method to account for realistic application depth and fine emulsion mixture while allowing for a three day soak with proper coating thickness and substrate integrity.
- (d) Specimens are prepared before addition of coarse frictional aggregate.

## **TEXTURED BITUMINOUS MASTIC SURFACE TREATMENT GUIDELINE**

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### **III. CONSTRUCTION:**

#### **A. CONSTRUCTION EQUIPMENT**

##### **1. Mixing and Mixing Equipment**

a) All materials must be thoroughly mixed at a central plant manufacturer to produce a homogenous surface treatment for pavement preservation application. -Proportion each individual material by individual volume or weight controls measures in the TBMST mix. Individual proportioning devices are to be calibrated and readily accessible for calibration to determine the amount of each material used during manufacture. -The mixing vessel must have full sweep agitation and capable of producing a fully homogenous mastic mixture. The temperature must be kept above 32°F for the mixture.

##### **2. Distribution Application Equipment**

a) The distributor equipment will be equipped with a full sweep agitation system, a pumping system designed to handle specified aggregate mixtures and sufficient power to operate the complete distribution and agitation system at the same time.- The distribution equipment will be able to keep all the component ingredients in the TBMST thoroughly and uniformly blended at all times. The distribution equipment will be equipped with a monitoring system that ensures the even crossweb and downstream distribution application of material and measures the application rate of the mix for each applied section. - The distributor will be capable of applying the TBMST in full lane width passes each intended pass. The distribution equipment will be capable to apply by means of spray, fan, multiport, gravity channel, drag-box, scrub brush or scrub broom setup. -The distribution setup will be approved by TBMST Manufacturer, TBMST Applicator and Agency Representative prior to application of material and capable to adequately apply mastic across the web and downstream for the full length of application.

##### **3. Storage Tanks**

a) Job site storage tanks will have a minimum capacity to receive an entire transport load of material. The storage tank will have an internal full sweep agitation system capable to provide a homogenous TBMST mixture representative of the tank.

## **TEXTURED BITUMINOUS MASTIC SURFACE TREATMENT GUIDELINE**

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### **B. PREPARATION**

#### **1. Surface Preparation**

a) Clean and remove loose material, soil, mud spots, sand, dust, ~~vegetation~~, and other contamination materials that will disrupt the bonding of the ~~+~~ BMST to the intended surface. Blow the surface as a final preparation to clear any contamination generated as part of the cleaning process. When using water to clean surface, allow cracks and surface to thoroughly dry. Minimum suggested requirement is to blow the surface, broom the surface and blow the surface a second time.

#### **2. Protection of Adjacent Surfaces and Structures**

a) Protect adjacent surfaces and structures from damage or overspray as directed by contract documents or Agency Representative. Remove any protective devices for surfaces and structures as directed in the contract documents or Agency Representative. Prune trees to allow equipment passage and underneath. Mask off end of streets and intersections to provide straight lines.

#### **3. Pretreatment of Surfaces**

a) Apply a specified adhesion promoter to intended surfaces according to ~~+~~ BMST Manufacturers and/or Agency Representative requirements depending on specified surface needs. Pretreatment will be supplied according to ~~+~~ BMST Manufacturers requirements.

b) Pretreatment will be applied with an approved application method and equipment capable to fully cover the intended surface and allow the ~~+~~ BMST to be properly placed.

c) Pretreatment application rate of 0.023 to 0.030 gallons per square yard will be required for all surfaces needing pretreatment. Pretreatment can be applied by a system mounted on the distributor, a system on a secondary equipment in front of distributor or secondary equipment a time period in front of the distribution equipment.

d) Pretreatment best practice is to be mounted on the distribution system equipment and applied by mist spraying just in front to the ~~+~~ BMST application.

### **C. APPLICATION OF MASTIC SURFACE TREATMENT**

1. Uniformly apply ~~+~~ BMST as shown in contract documents. Maintain a homogenous mix conforming to the approved job mix formula from the approved mix design delivered to the job site and properly applied to the intended surface.

## **TEXTURED BITUMINOUS MASTIC SURFACE TREATMENT GUIDELINE**

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2. Allowable  $\mp$  BMST application methods -
  - a) *Multiport Spray Bar – low and high pressure* *and/or Scrub*  
*Brush or Broom capable*
  - b) *Multiport Spray Fan – high volume low pressure delivery* *and/or Scrub*  
*Brush or Broom capable*
  - c) *Gravity Channel Drag-box* *and/or Scrub*  
*Brush or Broom capable*
  - d) *Multiport Distribution Drag-box* *and/or Scrub*  
*Brush or Broom capable*
3. NO dilution of the mix in the field with water or other additives except as directed by  $\mp$  BMST Manufacturer and approved by Agency Representative.
4. Storage tank with full sweep agitation, sufficient power system, operator controls, pumping system with multiple pumps, material filters or screens, and application bar capable to apply full lane width.
5. Sufficient available power to operate full applicator system and the agitation system at the same time.
6. System allowing the measurement and calculation of application rates.
7. Pumps engineered to allow the system to handle specified angular aggregate materials.
8. Pumps equipped with primary filter prior to the pumps and allow for a secondary filter system (if needed and capable) for the fine post pump filtration of material.
9. Application bar sized with volumetric capacity to dampen any possible pressure ripples by providing even pressure to all application points and capable of height adjustment during application process or as needed.
10. Where allowed and approved, provide a safe area on the back of the distributor for a qualified operator to monitor and control clean out the application system while directing the distributor driver when to stop for adjustments.
11. Monitor the  $\mp$  BMST application and the condition and operation of the distributor equipment by using a qualified ground foreman with regular two-way radio communication to the distributor for maintaining application continuity and quality.
12. Apply the  $\mp$  BMST utilizing one pass of the distributor supplying the entirety of the specified application rate.



## **TEXTURED BITUMINOUS MASTIC SURFACE TREATMENT GUIDELINE**

Application Type	One Pass Target, Lbs/Yd <sup>2</sup> - Gal/Yd <sup>2</sup>	Two Pass per Pass Target, Lbs/Yd <sup>2</sup> - Gal/Yd <sup>2</sup>	Total Application Target, Lbs/Yd <sup>2</sup> - Gal/Yd <sup>2</sup>
Spray Applied	2.0-4.5 - 0.25-0.40	1.0-2.2 - 0.15-0.22	2.0-4.5 - 0.25-0.40
Multi-Port Drag-box	2.5-5.0 - 0.25-0.48	1.2-2.2 - 0.15-0.24	2.4-5.0 - 0.25-0.48
Scrub Brush or Scrub Broom	2.5-5.0 - 0.25-0.48	1.2-2.2 - 0.15-0.24	2.4-5.0 - 0.25-0.48
Pretreatment	0.023 - 0.035 gallons/yd <sup>2</sup>		

## **TEXTURED BITUMINOUS MASTIC SURFACE TREATMENT GUIDELINE**

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13. Allow two pass application of  $\mp$  BMST if needed for ~~consistent uniform surface~~ ~~finish, except~~ needs and as required by Agency Representative,  $\mp$  BMST Manufacturer or  $\mp$  BMST Technology Provider to maintain high quality in place final surface.
14. At the beginning of each applied section, start the application on a strip of building paper that is wide and long enough to cover the full depth and width of the application bar. If the application cut-off is not positive, use paper at the end of each applied section. Remove and dispose of the paper in accordance with local ordinances. The distributor will be moving forward at proper speed when the application is ~~initiated,~~ ~~initiated unless~~ the distributor is equipped to apply specified rates from a standing start.
15. Correct any skipped area or deficiencies. Provide complete and uniform coverage.
16. Construct junctions (joints) of applications to obtain a smooth riding surface. Alternative methods of constructing junctions may be approved by the Agency Representative.
17. Regulate the distribution of the mix to obtain a uniform application cross-web and downstream. Frequently check and adjust the angle of application points and the height of application distribution to obtain uniform distribution.
18. When utilizing spray bars with spray nozzles maintain equipment to provide a continuous uniform application distribution. Immediately stop application should any nozzle malfunction. If the application bar rises as the load is removed, contributing to a drilling and streaking, modify the distributor to maintain a constant application bar height. Correct any deficiency before distribution is resumed.
19. Projects utilizing gravity feed chute and drag-box will be full application width and capable to handle and deliver the specified target material rates needed for the surface.
20. Projects requiring the use of a Scrub Mastic system for the  $\mp$  BMST will require the use of an approved scrub drag brush/broom to apply the  $\mp$  BMST at the approved specified rate. Scrub Drag Brush/Broom will be full application width and capable to handle the specified target material rates needed for the surface.

### D. TREATMENT OF ADJACENT AREAS

1. When shown in the contract documents place the  $\mp$  BMST at existing intersections and entrances, mailbox turnouts, etc. having asphalt surfaces.

### E. CURING

1. Provide adequate means to protect the  $\mp$  BMST surface from damage by traffic until the mix has cured sufficiently. Allow the mix to cure so there is NO adherence or picking up by tires of vehicles. Allow traffic on the surface once the mix has cured.

### F. WEATHER LIMITATIONS

1.  $\mp$  BMST will be placed when ambient air temperature is 50°F or higher.
2. Temperature forecast must show higher than 32°F and above freezing within 24 hours after placement for application conditions to be acceptable.
3. Follow all weather related requirements from the  $\mp$  BMST Manufacturer.
4. Make sure NO fog, rain, or wet surface when placing  $\mp$  BMST.

## **TEXTURED BITUMINOUS MASTIC SURFACE TREATMENT GUIDELINE**

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### G. ACCEPTANCE

1. The Agency Representative along with the Application Contractor may inspect the ~~±~~ BMST within a reasonable time after the work is completed to verify completion of contracted work. Any deficiencies will be corrected as approved and agreed with the Agency Representative and Application Contractor.

# Special Specification 3028

## Frictional Asphaltic Surface Preservation Treatment



### 1. DESCRIPTION

Apply a surface preservation treatment consisting of one or more applications of a single layer of asphaltic and aggregate material.

### 2. MATERIALS

Furnish materials in accordance with the following:

#### 2.1. Asphalt.

Furnish an emulsified asphalt in accordance with Table 1. Provide water in accordance with Article 204.2., "Materials."

Table 1. Emulsified Asphalt

Property	Test Procedure	Min	Max
Viscosity	T 59	20	100
Particle Charge Test	T 59	Positive	
Sieve, %	T 59	0	0.1
Residue by Distillation, percent	T 59	60	-
Penetration at 77°F, 100 g, 5 sec.	T 49	40	150

Use a quantity of emulsified asphalt in the mixture, expressed as a percentage of total weight, the percentage shown on the plans, or as directed.

#### 2.2. Aggregate. Furnish aggregate meeting Item 302, "Aggregates for Surface Treatments," of the grade shown in Table 2.

Table 2. Aggregates

Property		Physical Properties <sup>1</sup>	
		Test Procedure	Min. Max.
Water Absorption, %		T 84	- 4
Micro-Deval, %		D 7428 <sup>2</sup>	- 20
Gradation <sup>3</sup>			
Sieve	Standard	Master Grading Band Limits Percent Passing	Target Tolerance
No. 8	C 136	100	
No. 16	C 136	85-100	
No. 30	C 136	75-100	± 5
No. 60	C 136	10-40	± 5
No. 100	C 136	0-10	± 5
No. 200	C 117	0-5	± 1

1. Perform physical property tests on aggregates that are received before blending into sealer.
2. Micro-Deval on aggregate larger than No. 60 sieve U.S.

#### 2.3. Additives. Add clay, polymers, water, and other additives as required. Use a minimum of 4% polymer by weight. Furnish water free of industrial wastes and other objectionable matter.

or:

**Other Additives.** Use approved additives as recommended by the Frictional Asphaltic Surface Preservation Treatment manufacturer when necessary to adjust mix time in the field.

**3. MIX DESIGN**

3.1 Furnish a laboratory mix design meeting the requirements shown in Table 3:

**Table 3. Laboratory Mix Design**

Test	Test Procedure	Min	Max
Wet-Track Abrasion Loss, 3 day soak, g/m <sup>2</sup>	D 3910 <sup>1</sup>	--	80
Asphalt Content by Ignition Method, %	T 308	30	--
Dynamic Friction Test Number, 20 kph	E 1911 <sup>2</sup>	0.90	--

1. Use the modified method to account for realistic application depth and fine emulsion mixture.
2. Establish base friction value using prepared laboratory compacted slab of approved mix as surface to be tested. The Dynamic Friction Test (DFT) number ratio should indicate that after application of the mastic seal, the surface retains required minimum percentage DFT number of the original pavement surface.

3.2 Furnish a production or field sample meeting the requirements shown in Table 4:

**Table 4. Production or Field Sample**

Test	Test Procedure	Min	Max
Solids Content by Evaporation, %	T 59 <sup>1</sup>	48	--
Asphalt Content by Ignition Method, %	T 308 <sup>3</sup>	30	--
Rotational Viscosity, 20 rpm, RV spindle, 25°C, cP	D 2196 <sup>2</sup>	800	4000
Temperature for storage and application, °F	--	60	130

1. Dry specimens to a state where measurements taken 20 minutes apart do not change.
2. Test samples within 7 days.
3. Reduce sample size to achieve asphalt quantity. It is very important that this test be performed on a completely dry sample.

**4. EQUIPMENT**

- 4.1 **Mixing Plant.** Provide a stationary pugmill, weigh-batch, or continuous mixing plant as approved. Equip plants with digital proportioning and metering devices that produce a uniform mixture of asphalt, aggregate and additives in the specified proportions.
- 4.2 **Distributor.** Provide applicable equipment in accordance with Article 316.3., "Equipment." Furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of 2 distributor loads. Furnish a distributor capable of keeping the Frictional Asphaltic Surface Preservation Treatment in uniform suspension and adequately mixing the asphalt, aggregate and additives.
- 4.3 **Asphalt Storage and Handling Equipment.** When using storage tanks, furnish a thermometer in each tank to continuously indicate the asphalt temperature. Keep equipment clean and free of leaks. Keep asphalt material free of contamination. Furnish storage tanks capable of keeping the Frictional Asphaltic Surface Preservation Treatment in uniform suspension and adequately mixing the asphalt, aggregate and additives.

**5. CONSTRUCTION**

- 5.1 **Adverse Weather Conditions.** Do not place mixture when, in the Engineer's opinion, general weather conditions are unsuitable. Meet the requirements for air and surface temperature shown below.
- 5.1.1 **Standard Temperature Limitations.** Apply mixture when air temperature is above 50°F and rising. Do not apply mixture when air temperature is 60°F and falling. In all cases, do not apply mixture when surface temperature is below 60°F.

- 5.1.2. **Cool Weather Night Air Temperature.** The Engineer reserves the right to review the **National Oceanic and Atmospheric Administration (NOAA)** weather forecast and determine if the nightly air temperature is suitable for mixture placement.
- 5.1.3. **Cold Weather Application.** When mixture application is allowed outside of the above temperature restrictions, the Engineer will approve the mixture and the air and surface temperatures for application. Apply mixture at air and surface temperatures as directed.
- 5.2. **Surface Preparation.** Remove existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material before applying. When shown on the plans, remove vegetation and blade pavement edges.
- 5.3. **Application.** Apply the mixture when the air temperature is at or above 60°F, or above 50°F and rising. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.
- Distribute material at the following rates or as directed:
- First application: 1.0 to 1.5 lbs per SY.
  - Second application: 1.0 to 1.5 lbs per SY.
  - Total application after the second application: 2.5 lbs per SY minimum.
- 5.4. **Edges.** Adjust the shot width so operations do not encroach on traffic or interfere with the traffic control plan, as directed. Use paper or other approved material at the beginning and end of each shot to construct a straight traverse joint. Unless otherwise approved, match longitudinal joints with the lane lines. The Engineer may require a string line if necessary to keep the edge straight. Use sufficient pressure to flare the nozzles fully.
- 5.5. **Workmanship.** Immediately take corrective action if treatment material is exhibiting evidence of poor workmanship, delayed opening to traffic, or surface irregularities, including streaks, uncoated, and blotchy areas. The Engineer may allow placement to continue for no more than one day of production while taking appropriate action. Suspend application if the problem still exists after one day until the problem is corrected to the satisfaction of the Engineer.
- 5.6. **Opening to Traffic.** Open the treated surface to traffic when directed. Furnish and uniformly distribute clean, fine sand on the surface to blot the excess when an excessive quantity of mixture is applied. Maintain ingress and egress as directed by applying sand to freshly treated areas.

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## 6. MEASUREMENT

Frictional Asphaltic Surface Preservation Treatment will be measured by the ton or by the square yard of the composite Frictional Asphaltic Surface Preservation Treatment mixture, which includes asphalt emulsion, aggregate, and additives. At the completion of the project, any unused Frictional Asphaltic Surface Preservation Treatment will be weighed back and deducted from the accepted Frictional Asphaltic Surface Preservation Treatment quantity delivered.

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## 7. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit bid price per ton or square yard for "Frictional Asphaltic Surface Preservation Treatment." This price is full compensation for preparing the existing surface (including removing existing raised pavement markers); furnishing, hauling, preparing, and placing materials; and equipment, labor, tools, and incidentals.

**APPENDIX A.1**  
**Pricing for TXShare Cooperative Purchase Program Participants**

Category 5 Additional Offerings on Ancillary Services

Item	Description	% Discount off Current List Unit Price at Dallas-Fort Worth	Plant Site Location for Pickup for Dallas-Fort Worth Customers	% Discount off Current Truck Delivery Rate per Mile to Location in DFW	Alternate Plant Site Location(s) for Pickup for Customers outside Dallas-Fort Worth	% Discount off Current Truck Delivery Rate Per Mile to Location Outside DFW	Minimum Order for Pickup at Plant	Minimum Order for Delivery
74x	Turn Key Asphalt Mastic Pavement Preservation Treatment Application	4%	N/A	N/A	N/A	N/A	N/A	15,000

Specs- Steps to Prep: (1) Sweep streets and cleaned (2) Uniformly apply adhesion promoter at 023 GPSY (3) Apply FASPT at minimum of 2.5 lbs/SY in two passes (4) Allow FASPT to dry and cure before returning to traffic TXDOT SPEC 3028-6002

Current Price List

**INNOVATIVE**  
ROADWAY SOLUTIONS

Innovative Roadway Solutions, LLC.  
493 Doctor M. Roper Pkwy N  
Bullard, TX 75757  
903/894-4520 • Fax 903/894-4620  
www.innovativesolutions.com

Frictional Asphalt Pavement Preservation Treatment  
ONYX Fog Seal

1.0 ALL BIDDERS QUOTATION DATE: 8/22/24

JOB DETAILS

Descriptive TURN KEY FRICTIONAL ASPHALT SURFACE PRESERVATION TREATMENT

ITEM	DESCRIPTION	UNIT	QUANTITY	PRICE	EXT
3028	SURFACE PREP	SY	1,000	\$3.60	\$3.60



**APPENDIX A.2**  
**Service Area Designation Forms**

**EXHIBIT 3  
SERVICE DESIGNATION AREAS**

Texas Service Area Designation or Identification			
<b>Proposing Firm Name:</b>		<i>INNOVATIVE ROADWAY SOLUTIONS, LLC.</i>	
<b>Notes:</b>			
<b>Indicate in the appropriate box whether you are proposing to service the entire state of Texas</b>			
Will service the entire state of Texas		Will not service the entire state of Texas	
		✓	
<b>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.</b>			
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	
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							
<b>Proposing Firm Name:</b>		INNOVATIVE ROADWAY SOLUTIONS, LLC					
<b>Notes:</b>		<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td></td> <td style="text-align: center;">✓</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						

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 SELECTED, PRICING & CURRENT PUBLISHED PRICE LIST**

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

- Service Category #1: Earthen Materials
- Service Category #2: Asphalt Materials Asphalt Mastic Pavement Preservation Treatment (Turn Key)
- Service Category #3: Concrete Materials
- Service Category #4: Winterization Materials Services
- Service Category #5: Additional Offerings of Ancillary ~~Materials~~
- Service Category #6: Concrete Materials Specifically Priced for City of University Park, TX

**Proposed Contractual Discounts on Pricing for Items Offered**

For each of the bid items you wish to offer from Categories you selected above, provide your proposed **discount** off your list price on the attached Bid Price Worksheet.

**Current Published Price List for Items Offered**

For each of the bid items you wish to offer, please provide the current list price. Please attach this information to on your proposal a separate sheet or via a weblink. Please match the corresponding Bid Item number from the Bid Price Worksheet next to the matching item on your current published price list.

**NOTE: The current 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 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 *Kevin J. King*

Title *PRESIDENT*

Agency *INNOVATIVE ROADWAY SOLUTIONS, LLC.*

Date *10/28/24*

**APPENDIX D  
ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY**

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

**D-1: PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

**Check one of the following:**

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

**-OR-**

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

INNOVATIVE ROADWAY SOLUTIONS, LLC.  
Name of Organization/Contractor

  
Signature of Authorized Representative

KEVIN L. KING PRESIDENT  
Printed/Typed Name and Title of Authorized Representative

10/28/24  
Date

**D-2: DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS**

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

- A) means, with respect to the entity or association, to:
  - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
  - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
  
- B) An exception to this provision excludes the following:
  - I. contracts with a sole-source provider; or
  - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

**Check one of the following:**

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

**-OR-**

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

INNOVATIVE ROADWAY SOLUTIONS, LLC.  
Name of Organization/Contractor

  
Signature of Authorized Representative

KEVIN L. KING PRESIDENT  
Printed/Typed Name and Title of Authorized Representative

10/28/24  
Date

**D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES**

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

**Check one of the following:**

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

**-OR-**

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

INNOVATIVE ROADWAY SOLUTIONS, LLC.

Name of Organization/Contractor



Signature of Authorized Representative

KEVIN L. KING PRESIDENT

Printed/Typed Name and Title of Authorized Representative

10/28/24

Date

**NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS**

**The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.**

**REQUIRED 2 CFR 200 CLAUSES**

**Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
(Contractor)**

1. **Equal Employment Opportunity.** PROVIDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PROVIDER 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.
2. **Davis-Bacon Act.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Safety Standards.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
4. **Rights to Invention Made Under Contract or Agreement.** PROVIDER agrees to comply with all applicable provisions of 37 CFR Part 401.
5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** PROVIDER 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.
6. **Debarment/Suspension.** PROVIDER 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. PROVIDER and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
7. **Restrictions on Lobbying.** PROVIDER of these funds is prohibited from using monies for lobbying purposes; PROVIDER shall comply with the special provision “Restrictions on Lobbying”. PROVIDER shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
8. **Procurement of Recovered Materials.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.322.
9. **Anti-Israeli Boycott.** By accepting this work order, PROVIDER hereby certifies the following:
  1. PROVIDER’s Company does not boycott Israel; and
  2. PROVIDER’s Company will not boycott Israel during the term of the contract.The following definitions apply to this statute:
  - (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
  - (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**10. Domestic Preference for Procurements**

As appropriate and to the extent consistent with law, the PROVIDER 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.

**11. Trafficking in Persons**

Proposer agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) used force labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor

(i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

  
Signature of Authorized Person

KEVIN L. KING  
Name of Authorized Person

INNOVATIVE ROADWAY SOLUTIONS, LLC.      10/28/24  
Name of Company      Date

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Name of Authorized Person

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date