



City of Rockwall
The New Horizon

**CITY OF ROCKWALL, TEXAS
INVITATION TO BID
FOR
HARBOR FOUNTAIN LINER PROJECT**

BID DUE: 10:00 AM, OCTOBER 3, 2019

OPENING: CITY HALL
COUNCIL CHAMBERS
385 S. GOLIAD, ROCKWALL, TX 75087

SUBMIT TO: LEA ANN EWING
PURCHASING AGENT
CITY OF ROCKWALL
385 S. GOLIAD, ROCKWALL, TX 75087
972.771.7700 x 6418

**City of Rockwall
Harbor Fountain Liner Project
Specifications and Bid Form**

Contractors are encouraged to make site visits before submitting a bid. To schedule site visits, contact Travis Sales, Interim Director of Parks and Recreation, at 972-880-4234 or tsales@rockwall.com.

The following scope of work for each fountain basin shall include labor, equipment and material as required to clean and remove debris, remove existing coating, prepare and reline fountains using Specialty Products Inc. Elastaflex HP or an approved equal elastomeric Polyurea coating at the Harbor. This work may include contractor provided pumping.

Prior to the new liner/coating process, contractor to remove existing liner, pressure wash and clean the structure. Seal any leaks that are discovered, fill bug holes, joint, honeycombs and around pipe penetrations with cementitious material. Applicator must be certified by the manufacturer to install liner to all exposed surfaces per the manufacturer's specifications.

Additional cleaning, preparation and repair may be required depending on a condition assessment made by City of Rockwall personnel as work progresses.

<u>Item</u>	<u>Item Description</u>	
1)	<u>New liner</u>	
	Project cost turn - key:	\$ _____
	Clean and remove debris	
	Remove existing coating	
	Prepare and recoat	
	Pumping	
1a)	Any additional costs not included in the above List:	\$ _____

Describe warranty for labor and materials for all lift station wet well project:

Attach addition documentation if necessary to fully explain warranties.

TOTAL BID COST

\$

**CITY OF ROCKWALL, TEXAS
Bid Response Signature Form**

“Delivery for all said products and equipment shall be FOB City of Rockwall, The Harbor, Summer Lee Drive, Texas city limits. State below the number of calendar days for project completion after vendor receives order and/order contract for construction is signed.” _____ calendar days ARO

The undersigned hereby certifies that he understands all the terms, conditions, and specifications and has read them carefully and will furnish and deliver all materials and services specified within this document.

Authorized Signature _____

Printed Name and Title _____

Company Name _____

Mailing Address _____

City, State, Zip _____

Office Phone _____ Fax _____

Cell Phone _____ E-mail _____

Date _____

Note: Do not detach any forms or documents. Fill in with ink and submit this completed document with all attachments.

List 3 current references where you have performed similar work in size and scope:

Contact Name	Company	Phone	Email
1.			
2.			
3.			

CITY OF ROCKWALL, TEXAS
General Provisions of the Bid

1.0 Submission of Bid

- 1.1 One (1) original and (1) copy of all bid documents shall be submitted in a sealed package or container. Bid Title and Vendor's name/address and any addenda received should be marked on the outside of the package or container. Facsimile transmittals or offers communicated by telephone will not be accepted. Bids that are not submitted in a sealed package or container will not be considered.

- 1.2 Mail Bids to:

Purchasing Agent
City of Rockwall
385 South Goliad
Rockwall, TX 75087

- 1.3 Bids may also be delivered in person to:

Purchasing Agent
City of Rockwall
385 South Goliad
Rockwall, TX 75087

- 1.4 Delivery of Bids must be received in the Purchasing Agent's Office no later than the time indicated in this solicitation or subsequent addendum. The Vendor is responsible for the means of delivering the Bid documents to the location listed in 1.2 or 1.3 on time. Delays due to any instrumentality used to transmit the Bid including delay occasioned by the Vendor or the City of Rockwall internal mailing system will be the responsibility of the Vendor. The Bid must be completed and delivered in time to avoid disqualification for lateness due to difficulties in delivery. The time clock in the City's Council Chambers is the official clock for determining whether Bids are submitted timely. Late Bids will not be accepted under any circumstances.

3.0 Bid Due Date and Public Opening

- 3.1 Bids will be opened and publicly read aloud at the following location, date and time:

Location: City of Rockwall
City Hall
Council Chambers
385 South Goliad
Rockwall, TX 75087

Due Date: Oct. 3, 2019

Time: 10:00 a.m., local time

Vendors, their representatives and interested persons may be present.

After the contract is awarded, all Bids will be open for public inspection, to the extent permitted by the law. Bids received by the Purchasing Agent after the above stated time and date shall not be considered and will be returned to the Vendor unopened.

4.0 Proprietary Information

- 4.1 If a Vendor does not desire proprietary information in the Bid to be disclosed, they are required to identify all proprietary information in the Bid. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Vendor fails to identify proprietary information, they agree that by submission of their Bid that those sections shall be deemed non-proprietary and made available upon public request.

- 4.2 Vendors are advised that the confidentiality of the Bids will be protected by the City to the extent permitted by law. Vendors are advised to consider the implications of the Texas Open Records Act, particularly after the Bid process has ceased and the contract has been awarded. While there is provision in the Texas Open Records Act to protect proprietary information, particularly under Section 3(9) and Section 3(10) of this act where the Vendor can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the Purchasing Department of the City of Rockwall, but by the Office of the Attorney General of the State of Texas.

5.0 Completion of Bid

Statements made by a Vendor shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

6.0 Explanations

Any explanation, clarification, or interpretation desired by a Vendor regarding any part of this Request for Bids (RFB) must be requested in writing from the Purchasing Agent at least seven (7) days prior to published submission deadline, as referenced on the cover of the RFB or addenda. Interpretations, corrections or changes to the RFB made in any other manner are not binding upon the City, and Vendors shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations or clarifications may be emailed to Attn: Purchasing Agent lewing@rockwall.com and the e-mail must clearly identify the RFB by Title.

7.0 Addendum

Any interpretations, corrections or changes to the RFB will be made by addendum. Sole issuing authority of addendum shall be vested in the City of Rockwall Purchasing Agent. Addenda will be emailed to all Vendors who are known to have received a copy of this RFB.

8.0 Withdrawal of Bid

A Vendor's Bid may be withdrawn by a duly authorized representative of the Business at any time prior to the Bid submission deadline, upon presentation of accepted identification as such a representative of the Vendor.

9.0 Award of Bid

The City of Rockwall reserves the right to accept or reject any and all Bids and to re-solicit for Bids as it shall deem to be in the best interest of the City. Receipt of any Bid shall under no circumstances obligate the City to accept the lowest cost Bid. The award of this contract shall be made to the responsible Vendor whose Bid is determined to be the best evaluated offer, taking into consideration demonstrated competence and qualifications to provide the equipment solicited in the RFB. Bid may be awarded on Monday, June 3, 2019 at the regular scheduled City Council meeting.

9.1 Award: The City of Rockwall shall award the bid to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the

City. In determining the "best value," the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

- 1.) the purchase price;
- 2.) the reputation of the bidder and of the bidder's goods or services;
- 3.) the quality of the bidder's goods or services;
- 4.) the extent to which the goods or services meet the municipality's needs;
- 5.) the bidder's past relationship with the municipality;
- 6.) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- 7.) the long-term cost to the municipality to acquire the bidder's goods or services and;
- 8.) any relevant criteria specifically listed in the request for bids or proposals.

If the City decides to use the "best value" evaluation, the point ratings will be as follows:

Price - 50 points (percent);

Equipment Stock and Age – 20 points (percent)

Bidder's past relationship with the City of Rockwall or other Municipalities - 15 points (percent);

Experience – 15 points (percent).

Each vendor is responsible for submitting all relevant, factual and correct information with his or her bid. The evaluation committee will assign a ranking score to each vendor based on the available data. If additional sheets are attached to the bid specification package, the bidder shall clearly cross-reference the appropriate location in the solicitation (i.e. page number, paragraph, subject, etc.)

Price - (50 points) the bidder with the lowest price receives the maximum score. The bidder with the next lowest price receives points based on dividing its price into the next lowest price and multiplying that percentage by the available points. For example, assume \$50,000 is the low offer, then that bidder would receive 50 points ($\$50,000/\$50,000=1.00 \times 50=50$). Assume \$55,000 is the next low offer, then that bidder would receive 45.5 points ($\$50,000/\$55,000=0.91 \times 50=45.5$), etc.

Equipment Stock and Age - (20 points) 20 points will be the maximum point value given to the bidder. The bidders point value will be based on their measured score. Evaluation of the bidder's measured score is the condition, volume, type, and age of the bidder's equipment as provided on the Equipment List and as evaluated based upon visual inspection by City Representatives. A part of this may also be other information required such as equipment maintenance and service records, etc.

Bidder's past relationship with the City of Rockwall or other Municipalities - (15 points) 15 points will be the maximum point value given to the bidder. The bidders' point value will be based on their measured score. Evaluation of the bidder's measure of successful based on their past relationship with the City of Rockwall, will determine the score for this category.

Experience – (15 points) 15 point will be the maximum point value given to the bidder with the greatest amount of experience in providing landscape and grounds maintenance services for municipalities. The bidders point value will be based on their measured score.

10.0 Period of Acceptance

Vendor acknowledges that by submitting the Bid contained herein, Vendor makes an offer, which, if accepted in whole or part by the City of Rockwall, constitutes a valid and binding contract as to any and all items accepted in writing by the City of Rockwall. The period of acceptance of this Bid is 60 calendar days from the date of opening.

11.0 Tax Exemption

The City of Rockwall is exempt from Federal Excise and State Sales Tax for equipment or material incorporated into the Project; therefore, tax must not be included in this Bid for these items.

12.0 Cost Incurred in Responding

All costs directly or indirectly related to the preparation of a response to the RFB or any oral presentation required to supplement and/or clarify a Bid, which may be required by the City, shall be the sole responsibility of and shall be borne by Vendor(s).

13.0 Negotiations

Any attempt to negotiate or give information on the contents of this bid with the City or its representative prior to award shall be grounds for disqualification.

14.0 Contract Incorporation

Vendors should be aware that the contents of this successful Bid will become a part of the subsequent contractual documents. Failure of a Vendor to accept this obligation may result in the cancellation of any award. Any damages occurring to the City as a result of the Vendor's failure to contract may be recovered from the Vendor.

15.0 Non-Endorsement

If a Bid is accepted, the awardee shall not issue any news releases or other statements pertaining to the award or servicing of the agreement, which state or imply the City of Rockwall endorsement of awardee services.

CITY OF ROCKWALL, TEXAS

Standard Terms and Conditions

These standard terms and conditions and any other special terms and conditions listed in General Provisions shall become part of any contract entered into should any or all parts of the Bid are accepted by the City of Rockwall.

1.0 Error - Quantity

Bids must be submitted on units of quantity specified - extend and show total where applicable. In the event of discrepancies in extension, the unit price shall govern. The quantities shown on the bid form are estimates only and not a guarantee to purchase by the City of Rockwall.

2.0 FOB - Damage

Items shall be bid F.O.B. Delivered, City of Rockwall, Lift Station Physical Site, Rockwall, Texas 75087 and shall include all delivery and packaging costs. The City of Rockwall assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

3.0 Authorized Signature

Bids MUST show full firm name and address of bidder, and be manually signed. Failure to do so will disqualify bid. Person signing bid must show title or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

4.0 Withdrawal - Alteration of Bid

Bids CANNOT be altered or amended after bid closing. Alterations made before bid closing must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after bid closing without acceptable reason in writing and with the approval of the Director of Finance.

5.0 Invoices

Invoices bill to: Accounts Payable, City of Rockwall, 385 South Goliad, Rockwall, Texas 75087.

6.0 Payment Terms

Normal payment terms are Net 30 provided the goods and/or services received are in satisfactory condition. Any discounts available to the City for early payment should be noted. Discounts may be considered in determining bid award. Contractor may be allowed to make weekly draws based on work completed.

7.0 Warranty - Maintenance Agreement

Vendor shall submit with the bid response all information regarding warranties and/or maintenance agreements pertaining to said bid items. Vendor shall provide the City with a minimum 1-year warranty on labor and materials.

8.0 Delivery Promise - Penalties

Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Failure to specify the delivery date will obligate bidder to complete delivery in two (2) weeks from the date the bid is awarded. Unrealistically short or undue long delivery promises may cause the bid to be disregarded. Consistent failure of a bidder to meet his delivery promises without a valid reason may cause removal from the bid list.

When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Agent, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The bidder must keep the Purchasing Agent informed at all times of the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Agent to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder. Every effort will be made by Purchasing to locate the goods at the same or better price as that originally contracted.

9.0 Delivery Time

Deliveries will be accepted only during normal working hours, 8:00 A.M. to 5:00 P.M. CST, Monday through Friday, at the designated City facility.

10.0 Price Fixing

In submitting a bid response to this request, the bidder thereby certifies that the bidder has not participated in nor been party to any collusion, price fixing or any other agreements with any company, firm or person concerning the pricing on the enclosed bid. Consistent and continued tie bidding on any commodity could be cause for rejection of all bids by the Purchasing Agent and/or investigation by the Attorney General to determine possible Anti-Trust violations.

11.0 Bid Evaluation and Award

Vendors shall bid on all of the work to be considered. The City reserves the right to make one award and use the best value method for bid award. Vendors are to submit bids on the form provided in this bid packet. Freight / shipping costs are to be included in the Unit Price. Vendors are encouraged to submit any additional information with their bid including warranty documentation and additional warranty period cost for the equipment.

All bids are evaluated for compliance with specifications before the bid price is considered. Response to specification is primary.

12.0 Gratuities

The City may, by written notice to the successful bidder, cancel this contract without liability to successful bidder if it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the successful bidder, or any agent or representative of the successful bidder, to any officer or employee of the City with a view toward securing or amending, or the making of any determinations with respect to the performing of such a contract.

13.0 Indemnity

Vendor shall defend, indemnify and hold harmless the City of Rockwall and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property due to any negligent act or fault of the Vendor, or of any agency, employee, subVendor or supplier in the execution of, or performance under, any contract which may result from bid award. Vendor indemnifies and will indemnify and hold harmless the City of Rockwall from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in the halls, elevators, entrances, stairways or approaches of or the facilities within which the occupied premises are located. Successful Vendor shall pay any judgment which costs that may be obtained against the City of Rockwall growing out of such injury or damages.

14.0 Period of Performance

If this RFB results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered. Further, the City of Rockwall may cancel this contract without expense to the City in the event that funds have not been appropriated for expenditures under this contract.

15.0 Right to Assurance

Whenever the City has reason to question the Vendor's intent to perform, the City may demand that the Vendor give written assurance of Vendor's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

16.0 Cancellation

The City shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Vendor breaches any of the terms hereof, including warranties of seller, or if seller files bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that the City may have in law or equity.

17.0 Termination

The performance of work under this contract may be terminated in whole or in part by the City, with or without cause, at any time upon the delivery to Vendor of a written "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the City as set forth in clause 4.0, herein.

18.0 Assignment – Delegation

No right, interest or obligation of Vendor under this contract shall be assigned or delegated without the written agreement of the City. Any attempted assignment or delegation of Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19.0 Waiver

No claim or right arising out of a breach of this contract may be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver

or renunciation is supported by consideration, is in writing, and is signed by the aggrieved party.

20.0 Modifications

This contract can be modified or rescinded only by a written agreement signed by both parties.

21.0 Interpretation and Parole Evidence

The contract resulting from the RFB is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Acceptance of or acquiescence in a course of performance under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code shall control.

22.0 Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Rockwall, Rockwall County, Texas. This contract shall be governed, construed and enforced by the laws of the State of Texas.

23.0 Independent Contractor

Vendor shall operate hereunder as an independent and not as an officer, agent, servant or employee of the City. Vendor shall have exclusive control of, the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions for its officers, agents, employees, vendors, and subcontractors. The doctrine of respondent superior shall not apply as between the City and Vendor, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between the City and Vendor, its officers, agents, employees, contractors and subcontractors.

24.0 Force Majeure

If, by any reason of force majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, except hereinafter provided, but not for longer period, and such party shall endeavor to remove or overcome such inability with all reasonable diligence.

25.0 Conflict of Interest

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C., Chapter 171.

26.0 Laws, Statutes and Other Governmental Requirements

Vendor agrees that he shall be in compliance with all laws, statutes, and other governmental provisions prevailing during the term of this agreement.

27.0 Notices to Parties

Notices addressed to the City pursuant to the provisions hereof shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Agent, City of Rockwall, 385 South Goliad, Rockwall, Texas 75087, and notices to Vendor shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Vendor in its response to this RFB.

28.0 Severability

In case any one or more of the provisions contained in this agreement shall, for any reason, be held to invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

29.0 Fiscal Funding Limitation

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this contract, then the City will immediately notify Vendor of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

30.0 Rights to Bid and Contractual Material

All reports, charts, schedules, or other appended documentation to any Bid, content of basic Bid, or contracts and any responses, inquiries, correspondence, and related material submitted by Vendor shall become property of the City of Rockwall upon receipt.

31.0 Copyrights and Rights in Data

Where activities supported by this project produce original computer programs, writings, sound recordings, pictorial reproduction, drawings, or other graphical representation and works of any similar nature (the term computer program includes executable computer programs and supporting data in any form), the City of Rockwall has the right to use, duplicate, and disclose, in whole or in part, in any manner, for any purpose whatsoever and have others do so. If the material is copyrightable, the Vendor may copyright such, and the City of Rockwall reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use such materials, in whole or in part to authorize others to do so.

32.0 Disability

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Vendor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Vendor or any of its subcontractors. Vendor warrants it will fully comply with ADA provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Vendor's and/or its subcontractors alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

33.0 **DISCLOSURE OF CERTAIN RELATIONSHIPS (HB 914)**. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Rockwall not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Forms may be obtained on the City's website at www.rockwall.com, City Departments, Finance Department, Purchasing page.

34.0 **Insurance Requirements:**

Liability insurance and/or workers' compensation are required by the City for said bid item(s), **proof of insurance and/or workers' compensation should be submitted with the bid proposal**. The City reserves the right to review all insurance policies pertaining to bid item(s) to guarantee that the proper coverage is obtained by the bidder. CONTRACTOR shall purchase, at his own expense, and maintain such insurance as will protect him from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss or use resulting there from - any or all of which may arise out of or result of Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverage and be written for not less than any limits of liability and maximum deductibles specified in the Supplemental Conditions or required by law, whichever is greater, shall include contractual liability insurance and **shall include the City as an additional insured**. The CONTRACTOR shall maintain such additional insurance as he may deem appropriate. With the exception of the Agreement, CONTRACTOR shall file with the City his Accord certificates of such insurance, acceptable to City; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to City.

- Limits:

Such insurance as will protect the Contractor for damages because of bodily injury, sickness, disease or death of his employees apart from that imposed by Statutory Worker's Compensation laws with such insurance having a minimum limit of liability of not less than \$500,000.

- Such insurance as will protect the Contractor from claims from damages because of bodily injury, personal injury, sickness, disease or death with minimum limits of liability of not less than \$500,000 each occurrence and \$500,000 aggregate.
- Such insurance as will protect the Contractor from claims for damages for injury to or destruction of tangible property of others, including loss of use thereof. Such coverage shall include Broad Form Property Damage and removal of XCU exclusions where applicable. The minimum limits of liability shall be \$1,000,000 per occurrence and \$1,000,000 aggregate.
- Such insurance as will protect the Contractor from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles. Minimum limits of liability for bodily injury and property damage shall be not less than \$1,000,000 for each occurrence.
- Property insurance including materials not in place at the site to the full insurable value thereof.

All insurance coverages required are MINIMUM coverages and limit amounts, and it shall be the Contractor's responsibility to determine which limits are adequate for the scope and size of this work. These minimum limits may be basic policy limits or any combination of basic limits and umbrella limits. In any event, the Contractor is fully responsible for all losses arising out of, resulting from or connected with operations under this contract whether or not said losses are covered by insurance. The City's acceptance of Certificates of Insurance that in any respect do not comply with the Contract requirements does not release the Contractor from compliance herewith.

The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent their interests are covered by insurance under this Section, except such rights as they may have to the proceeds of such insurance when held by the City as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

35.0 CERTIFICATE OF INTERESTED PARTIES FORM 1295 Definition and Instructions

Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the

governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

All vendors entering into a contract that is approved by City Council must complete a Form 1295.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

36.0 Piggyback Contract/Other Entity Clause:

It is the intent of this solicitation that other governmental organizations and agencies throughout the continental United States may purchase identical items at the same unit pricing and the same general terms and conditions, subject to the applicable state laws. Freight/shipping charges are included in the proposal prices for Texas cooperative members. Additional freight/shipping charges that may be required by other organizations and agencies are outside the scope of the base proposal. The City authorizes each governmental entity to make payment directly to the successful proposer. The term of this agreement is one (1) year from the date of contract execution.

PUBLIC NOTICE

**INVITATION FOR BID #2019-1
HARBOR FOUNTAIN LINER PROJECT**

Sealed bids are to be submitted to:
City of Rockwall
Purchasing Department
385 S Goliad St
Rockwall, TX 75087

On or before Bid Opening date of OCTOBER 3, 2019 @ 10:00 A.M. Central Time

Promptly thereafter, all Bids/Proposals that have been duly received will be publicly opened and read aloud in the Council Conference Room, City Hall.

Plans, specification and bid documents may be examined without charge at City Hall, Purchasing Dept., 385 S. Goliad St, Rockwall, Texas 75087. In addition, may be downloaded from the City's website www.rockwall.com. For bid information contact Lea Ann Ewing at 972-771-7700 or lewing@rockwall.com.

MATERIAL SPECIFICATIONS

DESCRIPTION

ELASTAFLEX™ HP is a unique blend of aliphatic and aromatic polymer chemistry with greater color/gloss retention and is more UV resistant than aromatic polyureas*. ELASTAFLEX™ HP is a very economical 100% pure polyurea which exhibits very high tensile strength and elongation. ELASTAFLEX™ HP was stretched to twice the samples original length at 30 times per minute, more than 530,000 times before breaking.

FEATURES

- Manufactured with high pigment loading for enhanced color stability and gloss retention.
- Extended gel time for better flow-out providing a smooth, more uniform finish and better substrate penetration.
- Forms a monolithic membrane that can be handled and walked on within minutes from the time it's sprayed.
- ELASTAFLEX™ HP liner is very supple with minimal shrinkage.
- Compliant with FDA/USDA for incidental food contact.
- ASTM E84-97a and complies with NFPA and UBC Class 1 fire rating.
- 100% solids, no solvents, and zero VOCs.

RECOMMENDED USES

- Liner for concrete tanks, ponds, lagoons, reservoirs, dikes, tunnels, barges, etc.
- Roof coating used over metal, polyurethane foam, concrete, and certain single ply membranes.
- Coating for steel or other substrates exposed to corrosion.
- Encapsulation for EPS or other types of flotation materials.
- Replace or repair failed existing sheet membrane liners, steel tanks, silos, and pipes.
- In between slab waterproofing.
- Encapsulation of asbestos, lead paint, or other dry hazardous materials (Consult SPI).
- Earthen containment used with geotextile membranes.

COLORS

ELASTAFLEX™ HP is available in White, Manila, and Light Grey as well as our standard colors Sand, Medium Grey, and Black. Custom colors available upon request. Aluminized ELASTAFLEX™ HP is also available under the name ElastaFLEX ARC™. Note: ELASTAFLEX™ HP in continuous full-light exposure, white or very light colors will change over a period of time. Aliphatic urethane and other suitable topcoats can be used where long-term aesthetics are of critical importance.

TYPICAL PHYSICAL PROPERTIES*

Exposure Temperature**	-60° - 200°F (-50° - 93°C)
60 mils (1.5 mm)* 3,000 psi (20.85 MPa) dynamic pressure at the gun. Graco MP Fusion gun with 29/29 mixing module and .040 ceramtip.	
Tensile Strength ASTM D638	± 3,800 psi (26 MPa)
Elongation ASTM D638	± 700%
Hardness (Shore A) ASTM D2240-81	80 ± 3
Hardness (Shore D) ASTM D2240-81	29 ± 3
100% Modulus ASTM D412	650 psi (4 MPa) ± 10
300% Modulus ASTM D412	1,100 psi (8 MPa) ± 20
Tear Resistance ASTM D624	370 PLI (52.53 KN/m) ± 50
60 mils (1.5 mm)* 1,600 psi (11.12 MPa) dynamic pressure at the gun. Graco AP Fusion gun with 29/29 mixing module.	
Tensile Strength ASTM D638	± 2,800 psi (19 MPa)
Elongation ASTM D638	± 700%
Hardness (Shore A) ASTM D2240-81	80 ± 3
Hardness (Shore D) ASTM D2240-81	29 ± 3

CURING SCHEDULE

Gel	± 16 sec
Tack Free	± 33 sec
Post Cure***	24 hour
Recoat	0 - 12 hours

* All cured film properties are approximate since processing parameters, ad-mixture types, and quantities change physical properties of the cured elastomer. Elevated temperatures will accelerate the curing process and shorten the re-coat window.

** Test performed in a dry, static environment.

*** Complete polymerization to achieve final strength can take up to several days or weeks, depending on a variety of conditions or product type. All samples for above tests were force cured 48 hours or aged for more than three weeks. **It is recommended that the user perform their own independent testing.** Samples tested were neutral (untinted).

The samples for tests on this technical data sheet were sprayed with Graco HXP3. Proportioning machine primary heater and hose heat - 170°F (77°C).

TEST INFORMATION

FLAME SPREAD ASTM E108-07a	Class A Passed	
ABRASION RESISTANCE ASTM D4060 1000 g - 1000 cycles	H-18 wheel	110 mg loss
WEATHERABILITY (black) 3000 hours (QUV)	no evidence of failure	
MANDREL BEND ASTM D522-13	1/4" at -60°F Passed	

WET PROPERTIES

Solids by Volume	100%
Solids by Weight	100%
Volatile Organic Compounds	0 lbs./gal (0 g/l)
Theoretical Coverage DFT	100 sq. ft. @ 16 mils/gal
Weight per gallon (approx.)	8.7 lbs. (3.94 kg)
Number of coats	1 - 2
Mix Ratio (by volume)	1 "A" : 1 "B"
Viscosity	A: 525 ± 50 mPa.s B: 375 ± 50 mPa.s
Shelf Life Unopened Containers @ 60 - 90°F (15 - 32°C)	6 Months

Minimum material/container temperature for application is 70°F (21°C).

PACKAGING

This product is sold in standard 110 gallon drum and 550 gallon tote sets. Available in other container sizes, contact sales representative for further information. Non-standard containers may require a longer lead time.

MIXING & THINNING

Thoroughly agitate the "B" components of this product prior to application. Use a SPI folding blade mixer or equivalent equipment approved by SPI. Install mixer through the extra air specific 2" bung hole provided on all "B" drums. Care must be taken not to cross contaminate the individual components with the mixing equipment; for best mixing results, supply the SPI mixer with 25 cfm of air at 100 psi. Thinning is not required. Using any thinner may adversely affect product performance.

GENERAL APPLICATION INSTRUCTIONS

Apply ELASTAFLEX™ HP only to clean, dry, sound, surfaces free of loose particles or other foreign matter. ELASTAFLEX™ HP can be sprayed over a broad range of ambient and substrate temperatures.

It is recommended that ELASTAFLEX™ HP be sprayed in multi-directional (north/south - east/west) passes to ensure

uniform thickness.

Contact SPI technical service personnel for specific surface preparation for your application.

COMMON SUBSTRATES:

STEEL: 4-5 mil anchor profile is best for maximum adhesion and varies per application and conditions; adhere to proper SSPC standards.

WOOD: Apply polyurea onto a clean, dry, and sanded surface; free from burrs, splinters and loose debris. (It is recommended to prime wood and other porous surfaces before application of heated, fast-set polyureas to reduce pin holing).

CONCRETE: Prepare concrete in accordance with SSPC/ NACE Standards and SPI Concrete Prep Guide.

NOTE: It is recommended that existing surfaces be power washed with 2500—3500 psi water pressure to enhance adhesion of ELASTAFLEX™ HP. If there is a possibility of surface contamination, scrub with a solution of 1/4 tsp Dawn detergent and 1 tbsp of vinegar, per 1 gallon of warm water. Follow with a thorough water rinse. If there is oxidation on the surface of the existing substrate; it must be removed prior to application of ELASTAFLEX™ HP. Removal of oxidation can be done via mechanical methods to insure the ELASTAFLEX™ HP has a sound substrate to adhere to. The use of SPI Prep Wipe™ solution will tack up the existing polyurea coating and help promote bonding of the ELASTAFLEX™ HP.

On all above listed substrates and others, please contact SPI Sales or Technical Support for more information specific to your application, including industry standards such as SSPC and NACE. **Adhesion tests are always recommended prior to application.**

PROCESSING EQUIPMENT & SETTINGS

MACHINES:

GRACO (Gusmer, Glass-craft)	<ul style="list-style-type: none"> • A-25* • A-XP1 • E-10 HP • E-20* • E-30* • E-XP1 • E-XP2 • H-20/35 Pro • H-25* • H3500 • H-40* 	<ul style="list-style-type: none"> • H-50* • HV-20/35 • H-XP2 • H-XP3 • Reactor2 E-XP2 • Reactor2 H-XP2 • Reactor2 H-XP3 • Reactor2 E-30* • Reactor2 H-30* • Reactor2 H-40* • Reactor2 H-50*
PMC	<ul style="list-style-type: none"> • GH-25* • GH-40* • PA-25* • PAX-25 • PH-2* • PH-25* 	<ul style="list-style-type: none"> • PH-40* • PHX-2 • PHX-25 • PHX-40 • PMCA-20
SPRAY FOAM EQUIP & MFG	<ul style="list-style-type: none"> • 5/12K* • 6/6K* 	<ul style="list-style-type: none"> • 6/12K
*2,000 psi machines		

GUNS:

GRACO (Gusmer, Glass-craft)	<ul style="list-style-type: none">• Fusion AP• Fusion MP• GAP Pro• GX7-DI• GX-8 Pro	<ul style="list-style-type: none">• GX7-400• P2• P2 Elite• P2 Elite "C"• D7
PMC	<ul style="list-style-type: none">• AP-2	
SPRAY FOAM EQUIP & MFG	<ul style="list-style-type: none">• Boss	

- Standard 1:1 ratio, heated, plural-component equipment developing a minimum of 1700 psi (11.72 MPa) dynamic pressure at the gun with heating capabilities to 175°F (79°C) will adequately spray ElastaFLEX™ HP.
- Pre-heater temperature 160-170°F (71-77°C).
- Machines capable of producing a higher dynamic psi may be required depending on the service environment the ELASTAFLEX™ HP will be exposed to. Consult with SPI technical service personnel for additional information.
- Proportioning machine primary heater temperature 160-170°F (71-77°C).
- Hose temperature 160-170°F (71-77°C). A hose thermometer inserted under the insulation near the gun should read a minimum of 145-155°F (63-68°C).
- Physical properties will be enhanced when sprayed at higher pressure (3000 psi or more); utilizing an impingement mix gun such as MP Fusion or GX7-DI gun.
- Do not use mixing chambers with output greater than 1.5 gallons per minute. Consult SPI technical service personnel for additional information.

If you own a machine that is not listed above please contact your SPI representative for information and instructions.

LIMITATIONS

ELASTAFLEX™ HP is for professional use only. User must be proficient in the application of ELASTAFLEX™ HP and the use of the high pressure heated plural component equipment used to apply it.

ELASTAFLEX™ HP must be stored at temperatures between 60–90°F (15–32°C).

Liquid temperature in containers/drums during application 70–100°F (21–38°C).

Apply ELASTAFLEX™ HP when surface and air temperatures are above 40°F (5°C) and the surface temperature is at least 5°F (3°C) above dew point and rising.

Minimum material/container temperature for spray application is 70°F (21°C).

Avoid moisture contamination in containers. Containers should not be released if contamination is suspected, CO₂ created pressure can develop. Do not attempt to use contaminated material.

Undried air exposed to liquid components will reduce physical properties of the cured coating.

Note: The material supplied is two components (Component "A"/Component "B") used to formulate this product. This quality and characteristics of the finished polymer is

determined by the mixture and application of the two components.

For the most up to date technical data sheet and/or safety data sheet visit our website at www.specialty-products.com.

GENERAL SAFETY, TOXICITY, & HEALTH

Safety Data Sheets are available for this coating material. Any individual who may come in contact with these products should read and understand the S.D.S. **CHEMTREC EMERGENCY NUMBER 1-800-424-9300 INT'L 1-703-527-3887.**

WARNING: Contact with skin or inhalation of vapors may cause an allergic reaction. Causes eye damage/irritation. Avoid eye contact with liquid or spray mist. Hypersensitive persons should wear protective clothes, gloves and use protective cream on face, hands and other exposed areas.

CLEAN UP: Use DPM, or NMP.

CONTAMINATION: Avoid moisture contamination in containers. Containers should not be resealed if contamination is suspected, CO₂ created pressure can develop. Do not attempt to use contaminated material.

EYE PROTECTION: Safety eye wear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles and/or face shield.

SKIN PROTECTION: Personal protective equipment for the body should be selected based on the task being performed, the risks involved, and should be approved by an industrial hygiene specialist before handling this product. Chemical resistant gloves complying with applicable health and safety standards shall be worn when handling this product. Cover as much of the exposed skin area as possible with appropriate clothing. Refer to safety data sheet (SDS).

RESPIRATORY PROTECTION: Harmful if inhaled and may cause allergy or asthma symptoms. Ensure adequate ventilation. If the respirator is the sole means of protection, use a full-face supplied respirator. Use respirators and components tested and approved under appropriate government standards such as OSHA 29CFR 1910.134, NIOSH (US), or CEN (EU). Consider the application and environmental concentrations when deciding if additional protective measures are necessary.

INGESTION: Do not take internally. It is believed that ingestion of polymeric isocyanates would not be fatal to humans, but may cause inflammation of mouth and stomach tissue.



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WARRANTY & DISCLAIMER

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