

**ATTN: Ryan Lee**  
 Support Services Manager  
 City of Keller  
 1100 Bear Creek Pkwy.  
 Keller, TX 76248  
 817-743-4095  
 rlee@cityofkeller.com

**STRIPE RIGHT**

298 PRIVATE ROAD 4429  
 RHOME, TX 76078  
 (817)484-5332  
 BIDS@STRIPE-RIGHT.COM  
 STRIPE-RIGHT.COM

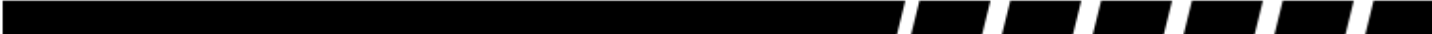
**PROJECT DESCRIPTION**  
 Bear Creek Pkwy & Town Center In  
 Keller, TX

DESCRIPTION / SCOPE OF WORK	QTY.	AMOUNT
<ul style="list-style-type: none"> <li>Stripe 6" red fire lane and paint 4" white "FIRE LANE NO PARKING" stencil (LF)</li> <li>Stripe 4" white standard parking stall (LF)</li> <li>Stripe 4" white ADA crosshatch and gore lines (LF)</li> <li>Paint 48" white ADA stencil with blue background (EA)</li> </ul>	<p>660 3040 2720 8</p>	<p>396 912 816 320</p>
<ul style="list-style-type: none"> <li>Mobilization and traffic control (LS)</li> </ul>	<p>1</p>	<p>1000</p>
<b><u>PROJECT NOTES</u></b>		
<ul style="list-style-type: none"> <li>1 coat of premium solvent-based traffic paint will be installed with Type 1 reflective glass beads applied. Necessary surface prep involving the use of a power broom or blower has been include in the above cost.</li> <li>Scope does NOT included repainting white curbing, pedestrian ramps and such items currently painted per the cities specifications.</li> <li>Project based on completion of all items in 1 phase, during after hours or overnight as available.</li> <li>Rolling traffic control by flagman will be applied as necessary or using cones and barricades if traffic flow increases.</li> </ul>		
<p>TIPS CONTRACT #220605 (expires 07/31/2027)</p>	<p><b>TOTAL: \$3,444.00</b></p>	

**SIGN/PRINT:** \_\_\_\_\_ **DATE OF ACCEPTANCE:** \_\_\_\_\_

All applicable Texas sales tax for material, labor and equipment is included in the total amount. Valid for **15 Days**.  
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**We appreciate the opportunity and look forward to working for you!**



## LINE STRIPING

One (1) coat of a premium fast dry oil-based traffic paint will be applied to the manufacture's specification from a Graco airless striping machine, when acceptable. A waterborne paint may be substituted instead for recently sealed asphalt.

New markings will be applied according to provided drawings or the Customers instructed layout. Existing markings will be applied to the current layout. Changes to the layout of new or existing markings may occur if these items are conflicting with codes or standards, markings are incorrect or inaccurate, or if obstructions affect our equipment.

Fire Lanes will be applied 6" wide with stenciling of 4" white "FIRE LANE NO PARKING" spaced approximately ever 25', per International Fire Code. ADA markings will be applied per 2012 TAS 208.

### PLEASE NOTE

1. Unless specified in the scope of work, NO surface prep is included or will be performed. If surface prep is declined or not provided by Stripe Right, we cannot guarantee paint adhering properly and all warranties will be voided.
2. Unless specified in the scope of work, NO traffic control is included or will be performed. The Customer should provide any necessary traffic control PRIOR to our arrival and while onsite to ensure project areas will be cleared.
3. To ensure all items were listed and quotes correctly please review the scope of work then contact Stripe Right as needed. Projects are estimated aerial views, which may not show recent changes or detailed items.
4. Various items, primarily stenciling of arrows or non-typical markings, may be completed using the "free hand" method if existing markings do not match our stencil sizes to avoid "ghost markings"
5. Additional mobilizations will incur an additional **\$750.00** charge, per mobilization. Details under Payment Terms.

## SURFACE PREP

Surface prep is always recommended to be completed prior to application of paint, though sometimes it is not required. Avoiding prep work may shorten paints lifespan, be visually unappealing, and require additional future cost for removal.

Pressure Washing is our primary method for completing surface prep prior to the application of traffic paint on concrete surfaces, to help provide a clean surface free of chipping paint and dirt/mold for paint to adhere to. This does NOT involve complete removal or existing markings and shall ONLY be completed in areas where paint will be applied. Power brooms and blowers may be used as an additional or alternate method of surface prep, if specified in the scope of work.

### PLEASE NOTE

1. Surface prep will be completed once. If additional prep is required, at no fault of Stripe Right, following our completion there will be additional cost. These may result from weather, vehicles, contractors, or general use.
2. Surface prep does NOT include the following, which should be completed PRIOR to our arrival: (1) removal of droppings and vegetation including weed eating of pavement edges or cracks and clearing of grass clippings or leave piles; (2) Excessive amounts of soil, gravel, etc.; (3) Removal of excessive stains, grease, oil, or mold
3. Additional mobilizations will incur an additional **\$750.00** charge, per mobilization. Details under Payment Terms.

## STRIPE REMOVAL

Sand Blasting is our primary method for removal of markings on pavement surfaces. Other methods include shot blasting, scaring, grinding, and pressure washing may be selected depending on the project's requirements and specifications.

Removal is necessary to have existing markings removed so they do not visually interfere with new markings, both for changes to layouts and incorrect previous markings. Removal may also be performed after continuous layers of paint have been applied or existing paints failing due to various factors.

### PLEASE NOTE

1. 100% removal of markings can NOT be guaranteed due to previous materials applied and additional factors.
2. Any removal methods can cause damage to the pavement and may create permanent "ghost markings".
3. Unless specified in the scope of work, cleaning will be completed in one phase when all removal is completed and disposed of onsite. It should be expected that some debris be left behind as its unable to be collected.
4. Additional mobilizations will incur an additional **\$1,500.00** charge, per mobilization. Details under Payment Terms.

## CONTRACTOR/CUSTOMER RESPONSIBILITIES AND DISCLAIMERS

Unless otherwise agreed upon and listed in the scope of work: (1) the Contractor will provide all necessary services to complete the Project including materials, labor, and equipment; (2) NO surface preparation or traffic control is included and should be performed by the Customer PRIOR to the Contractors arrival and while onsite; (3) the Contractor will not be responsible for communicating or planning with anyone concerning the scope and schedule of the Project except for the Customer; (4) The Customer will be expected to provide at no cost to the Contractor an adequate and available work site, a representative on site to address any issues, security escort, and access to a clean water source (meter) within ¼ mile from the jobsite including water and all fees as required; (5) The Contractor is not responsible for liabilities or damages resulting to utilities, whether above or below ground; (6) Excess waste including materials, debris, wastewater, and trash will be discarded onsite if necessary; (7) The Customer shall inform lawncare, garbage, and other companies as needed.

The Contractor will be expected to provide services in good workmanship and keep the jobsite clean and safe, within reason, while working on the Project. The Contractor will diligently work to complete the Project as scheduled/instructed. Delays due to weather, delivery of materials, Project availability, etc. may affect scheduling. The Customer understands the nature of our work involving scheduling outside of normal business hours, noise from equipment and redirecting or closure of Project area to vehicles and traffic may occur. The Customer understands the Contractor may experience these delays and rescheduling or additional scheduling may be affected by other Projects. The Customer will not hold the Contractor responsible for delays beyond the Contractors control.

## PAYMENT TERMS AND ADDITIONAL FEES

The Contractor shall send the Customer an invoice when all work has been completed, substantial work is completed, or when requested by the Customer. Payment is due IN FULL within **fifteen (15)** calendar days from the invoice date, unless otherwise agreed to in writing and signed by Stripe Right. Payment only accepted by check or electronic transfer.

If payment is not received within **fifteen (15)** calendar days of the date on the invoice, the Customer shall pay a fixed late fee of **\$200.00**, in addition to a **10%** fee from the total involved amount per month until payment is received.

Additional mobilizations for ANY REASON, except for the fault of the Contractor, will incur additional cost per mobilization. Fee may increase due to project location or service required. These include, but are not limited to, failure to provide an adequate work site, vehicles/equipment obstructing work from being completed, changes to scope of work, etc. Additional mobilization or delivery and freight fees do not include any cost associated with changes in scope of work, materials, etc. All Change Orders from the scope of work must be approved in writing and will be added to the final invoice.

## WARRANTY

Stripe Right warrants paint and sealer applied by Stripe Right for a period of **one (1)** year from the date of application.

Warranty Exclusions: (1) Material applied on a surface not prepped by Stripe Right; (2) The Customer chose to authorize work outside of recommend temperature, humidity, sunlight and/or surface moisture content range; (3) The area was used within twenty-four hours of application of paint OR forty-eight hours of application of sealer; (4) The application of paint to new concrete, asphalt, sealer or other surfaces prior to the recommend curing duration of 90 days (5) The application of paint to any sealed or coated concrete; (5) The application of sealer to unapproved areas, concrete and unapproved coatings or paints (6) Normal wear and tear; (7) Damaged caused by intentional, criminal, or negligent acts; (8) Abuse; (9) Failure to properly maintain applied materials; (10) Acts of war or civil disorder; (11) Acts of God.

## INDEMNITY AND HOLD HARMLESS

Contractor assumes responsibility for delays and damages caused by Contractor's employees, agents, and Subcontractors who Contractor causes to perform the Services. However, Contractor shall have **no responsibility** for acts committed by or caused by the Customer, Customer's employees, invitees, agents, or any other third parties not employed or controlled by Contractor. **Customer agrees to defend, indemnify and hold harmless Contractor, Contractor's employees, invitees, heirs, executors, agents, attorneys, successors, and assigns (the "Indemnified Parties") for any liability, claims, damages, injuries, or other claims or losses of any kind arising out of or in any way connected to this Agreement, for acts or omission by the Customer, Customer's employees, invitees, agents, or any other third parties not employed or controlled by Contractor.** This provision will survive the termination of this Agreement.

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**PROJECT DESCRIPTION**

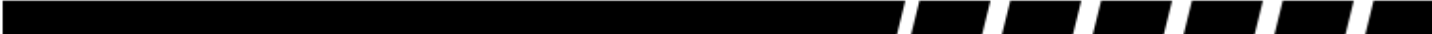
Old Town Keller District – East 377 Streets  
Keller, TX 76244

DESCRIPTION / SCOPE OF WORK	QTY.	AMOUNT
<ul style="list-style-type: none"><li>Asphalt Seal Coat (SQFT)</li></ul> <p style="text-align: center;"><b><u>PROJECT NOTES</u></b></p> <ul style="list-style-type: none"><li>Proposal #1418 (shown) is based on, if awarded, the scope of work listed being applied to currently awarded projects located in the same area to reduce cost. This Proposal is also provided to replace the budgeting Proposal #1406</li><li>Proposal #1418 (shown) is based on the scope of work being completed with the understanding the work areas are planned to be demolished and removed within 5 years. Due to this the work being completed is to improve temporary visual appearance. Because of these standards and methods applied may vary to best suit.</li><li>Sealer will be applied to identified work areas of Taylor St., Hill St., Vine St., Olive St., and Pecan St between Hwy 377 and Elm St.</li><li>We will apply our premium sealer mixture with 2 coats by spray method to the work areas. Spray method is selected over squeegee method to improve curing time once applied along with creating a more uniformed appearance. Squeegee method may still be applied in various areas due to over spraying concerns or available access.</li><li>Project is prepared to be scheduled them completed per an entire street area each phase, creating a total of 5 phases.</li><li>This does NOT include any heavy repairs or patching of asphalt due to the minimal quality and size of existing areas and unknown subgrade. Crews will apply heavier amounts of sealer to such areas and excessive cracks to help provide additional support.</li></ul>	169700	40728
<b>TIPS CONTRACT #220605 (expires 07/31/2027)</b>	<b>TOTAL:</b>	<b>\$40,728.00</b>

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## SEALCOATING

Two (2) coats of a premium P-630 asphalt sealer will be applied to the manufacture's specifications by **spray** method.

Our standard sealer mixture includes concentrated sealer with water added at **30%** to ensure proper fluidity, along with additives to reduce curing time and increase overall performance. Sand may be added at a rate of **3** pounds per gallon to improve the sealers skid resistant. Mixtures may vary due to projects specifications and requirements.

2 standard coats are recommended instead of 1 heavy coat to shorten drying time and avoid "flash drying", which involves sealer drying at an uneven rate which may reduce its lifespan. A third coat may be applied to areas with high traffic. If the squeegee method of application is selected over spray method, details will be specified in the project's notes.

If selected, a Slurry Seal involves the application of one (1) coat of our sealer mixture is applied by squeegee method with an additional **15** pounds per gallon of sand added. This method is more labor intensive and requires both additional time for completion curing. This method may be recommended for asphalt in poor condition or with excessive cracks.

### PLEASE NOTE:

1. Surface prep and traffic control specifications for asphalt maintenance will be listed in the scope of work.
2. Oil Spots from vehicles will receive a brushed treatment of a spot primer to help adhesion of sealer to the surface and help prevent oil or gas bleeding through sealer. Once spot primer is applied the adhesion of sealer is NOT guaranteed. We recommend these areas, and those with other stains, be removed or replaced prior to our arrival.
3. In standard conditions sealer requires a minimum of 4 hours for foot traffic, but a minimum of 48 hours should be allowed before allowing vehicle traffic. Sealer may fail or be damaged if traffic enters before fully cured.
4. Power Steering marks (tire marks) may appear, especially when turning on fresh application, and should be expected on freshly sealed lots. These are not permeant and will eventually disappear.
5. Sealcoating is not recommended between the dates of November 1 through March 15 due to weather conditions. Any work performed during this time will not be guaranteed.
6. Overspray onto grass may occur where pavement meets and will generally disappear after mowing.
7. A white chalky residue may appear after sealing, primarily along cracks, and is caused my minerals drawn out by surface or subgrade water. These will fade and eventually disappear.

## CRACK REPAIRS

Crack sealing involves the application of melted Premium Type 1 6690 material to cracks to the manufactures recommend specifications. Crack sealing does NOT include routing of cracks prior to sealing unless specified in the scope of work.

Crack filling involves the application of a cold pour material to cracks as an alternative to hot pour material, and is primary used for smaller cracks, "gatoring" areas or on small projects. This method may be performed during sealcoating.

Prior to sealing or filling cracks, clearing of excess vegetation, dirt and debris will be performed as necessary to help prep the area for material. Sand may be added to cracks with depths greater than 1" prior to material application.

### PLEASE NOTE:

1. Crack repair is usually NOT a permanent solution and may require future repairs. Pavement may continue to further fail, especially in poor conditions or when cracks were left untreated for long periods.
2. Pavement with excessive cracks or those greater than 2" may require an intensive asphalt repair.
3. Crack repairs are NOT warranted due to unknown asphalt and subgrade conditions from exposure to weather.

## ASPHALT REPAIRS

For most small asphalt repairs we apply hot mix asphalt material to selected areas and will sawcut out existing pavement when specified by the owner. Due to the project location and extent of the work to be completed, some repairs will receive a cold patch material instead which can require longer to cure.

### PLEASE NOTE:

1. Like crack repair, patching is usually NOT a permanent solution and will eventually require heavy repairs or paving. Patching is performed as a quick and inexpensive solution to help eliminate failing areas and to extend your parking lots lifespan.
2. Asphalt repairs are NOT warranted due to unknown asphalt and subgrade conditions from exposure to weather.

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