

RESOLUTION NO. R-2025-28

APPROVING A CONTRACT WITH HOLBROOK ASPHALT COMPANY "HA5"

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH HOLBROOK ASPHALT COMPANY FOR EIGHT HUNDRED FIFTY-FIVE THOUSAND AND 00/100 DOLLARS (\$855,000.00) FOR THE PURCHASE OF HIGH-DENSITY MATERIAL BOND SEAL ("HA5") TREATMENT FOR ASPHALT PAVEMENT AND TRAFFIC CONTROL THROUGH THE USE OF THE CITY OF HURST INTERLOCAL PURCHASING AGREEMENT PREVIOUSLY APPROVED BY RESOLUTION NO. R-2024-16; AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, REPEAL, PROPER NOTICE AND MEETING, AND AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("City") has the authority to enter into interlocal contracts with other local governments pursuant to Texas Government Code Chapter 791; and

WHEREAS, pursuant to Resolution No. R-2024-16, the City entered into an Interlocal Purchasing Agreement with the City of Hurst, through which the City entered a contract with Holbrook Asphalt Company for the purchase of high-density material bond seal ("HA5") treatment for asphalt pavement and traffic control;

WHEREAS, the City of Bastrop has identified a need for street maintenance scope of work under a new contract with Holbrook Asphalt Company for work valued at Eight Hundred Fifty-Five Thousand and 00/100 Dollars (\$855,000.00);

WHEREAS, the City desires to approve and enter into a contract, as attached in **Exhibit A** to this Resolution ("Proposal"), provided that the total payments under the contract as amended shall not exceed \$855,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:


Section 1. Findings of Fact: All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of

the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

- Section 2. Approval & Execution:** The City Council hereby approves the Proposal (attached hereto and incorporated herein as **Exhibit A** and authorizes the City Manager to execute all necessary documents to enter into a contract that shall not exceed \$855,000.00.
- Section 3. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.
- Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.
- Section 5. Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.
- Section 6. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas,
on this, the 28th day of January, 2025.

THE CITY OF BASTROP, TEXAS:




John Kirkland, Mayor Pro-Tem

ATTEST:

for 

City Secretary
Victoria Bencik, Assistant City Secretary

APPROVED AS TO FORM:



City Attorney





Exhibit A

HIGH DENSITY MINERAL BOND



City of Bastrop Strategy for Pavement Preservation Total Project Size: 185,609 SY Proposal for HDMB Project

Summary:

The highest return on investment (ROI) is achieved by installing HA5 - High Density Mineral Bond.

Performance is calculated to be two to three times longer compared to using seal coats and premium seal coats.

Beyond the preservation benefits that HA5 provides, residents experience less community intrusion as road closures are needed much less frequently.

Performance History of Surface Treatments

The biggest items to focus on for preservation treatments are:

- » What will provide the maximum extension of pavement life per every dollar spent?
- » Validating a product's performance goes beyond pictures of black roads. Initially, all tools for pavement preservation turn a road black, but HA5 has proven to slow the age hardening of asphalt pavement that leads to cracking and deterioration.

HA5TM High Density Mineral Bond

A breakthrough that is changing the aging characteristics of asphalt, and confirmed by university testing, is igniting enthusiasm for a profound reduction in pavement life-cycle costs.

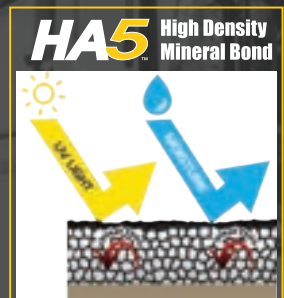
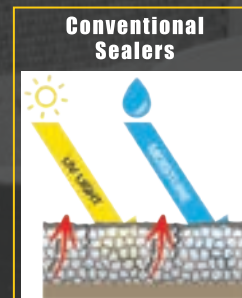
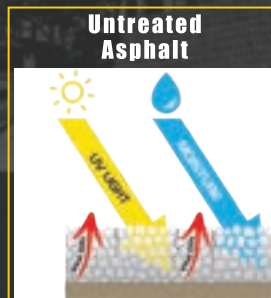
**RESEARCH PROVES
HA5 DELAYS AGE
HARDENING**

67%

DELAY IN ASPHALT AGING



HOW HA5 IMPACTS ASPHALT AGING



"Using conventional as well as leading-edge testing methods to identify the age hardening of the asphalt binders, researchers have identified a 67% delay in the age hardening of the asphalt binder with HA5 installed as a pavement preservation strategy. This ability to reduce flexibility loss supports an in-field case study where after just a four-year period a side-by-side comparison identified cracking to be reduced by nearly 9 times with HA5 installed."

"Transportation Research 2020" Dr. Shakir Shatnawi, P.h.D., P.E. Former State Pavement Engineer and Division Chief at Caltrans with 30 years of experience in pavement design, management, and preservation.

For more information visit:
www.holbrookasphalt.com/HA5



HIGH DENSITY MINERAL BOND

HA5 Treatment Report

Below are core samples taken from roadways comparing municipality specified, time-tested pavement preservation treatments. Look closely at each core. The HA5 core aesthetically looks to be the most desirable with the darkest surface. However, what the engineering community has identified is the darker color beneath the surface. This uncovers HA5's ability to retain the critical oils and resins that keep asphalt pavements flexible. ***More flexibility results in pavements lasting longer with less cracking and other manifestations of deterioration***

Core Sample Comparison



Slurry

Date Pavement Installed:
1999

Preservation:
Type II Slurry



Chip Seal

Date Pavement Installed:
1999

Preservation:
Chip Seal



HA5

Date Pavement Installed:
1995

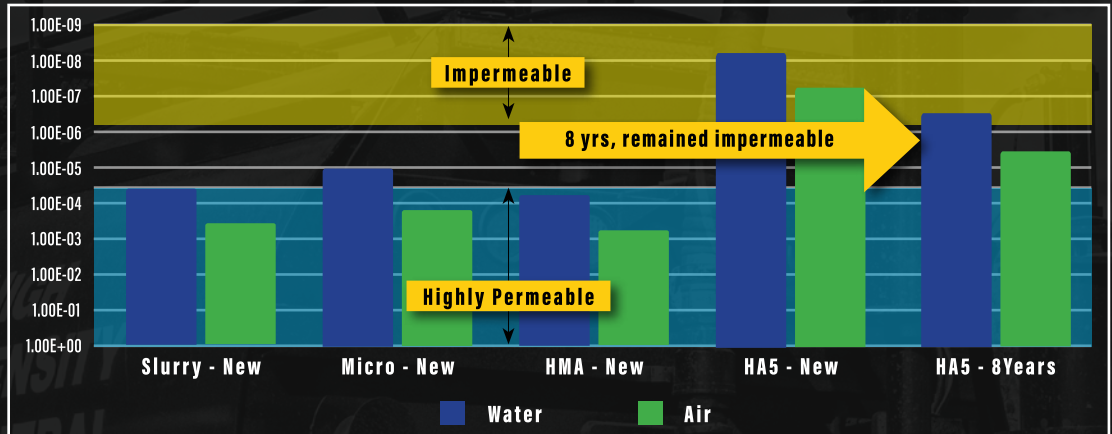
Preservation:
HA5 (High Density Mineral Bond)

A report from the engineering firm Rosenberg & Associates, assessing a side-by-side of HA5 to a premium seal coat installation, found **9x less cracking** in the HA5 treated section compared to the premium seal coat treated section after a **4-year period**.

KEYS TO PAVEMENT PRESERVATION:
The Right Treatment, on the Right Road, at the Right Time.

For more information visit:
www.holbrookasphalt.com/HA5

AIR & WATER PERMEABILITY COMPARISON



Research on binder elasticity and pavement permeability proves that asphalt treated with HA5 significantly increases the useful life of asphalt pavement and therefore dramatically lowers the cost of transportation infrastructure.

ROI

Primary Treatment Strategy	Avg PCI	(Subdivision Public Acceptance Rating) PAR	\$/Centerline Mile*	Cost of Ownership Savings
1. Do Nothing	70	4	\$5,642,846.54	0%
2. Partial Recon/ Surface removal	73	4	\$3,612,576.63	36%
3. Mill & Overlay	76	6	\$3,099,706.96	45%
4. Thin Overlay	75	6	\$2,961,391.49	48%
5. Seal Coat/Mastic Sealer	79	7	\$2,639,047.53	53%
6. FOG/Rejuvenator	81	7	\$2,590,647.40	54%
7. Type II Slurry	86	4	\$1,281,249.01	77%
8. Micro Surface	80	5	\$1,247,331.18	78%
9. Chip Seal	80	2	\$1,115,431.75	80%
10. High Density Mineral Bond (HA5)	88	9	\$954,838.49	83%

- Highest Return on Investment (ROI)
- Highest Pavement Condition Index (PCI)
- Highest Public Acceptance Rating (PAR)

Every agency's design specifications and goals are different but HA5 has proven its effectiveness at extending design life no matter what your goals look like.



Data analysis provided by Scot Gordon, PE, IAM, President, Roadway Asset Services, LLC. Scot has a Bachelor's and Master's degree in civil engineering from Texas A&M University with 30 years experience involving design of major highway infrastructure, evaluation and research of pavements, soil stabilization, and pavement management plan development.



HIGH DENSITY MINERAL BOND

Proactive DOTs, Municipalities, and HOAs across the country have uncovered a strategy that saves them money while effectively preserving their pavement assets using HA5 High Density Mineral Bond

- » Lower & more predictable costs
- » Extends pavement life
- » Unmatched Durability
- » No loose or grainy residue
- » Fewer premature failures
- » High Homeowner acceptance

Garland, TX



Sachse, TX



Claremore, OK



Alabama DOT



St. George, UT



Queen Creek, AZ



Matthews, NC



Rocklin, CA



Nashville, TN



For more information visit:
www.holbrookasphalt.com/HA5



Project Location	Proposal #	Date Issued	PO/LD #
City of Bastrop TX Various Streets Bastrop TX 78602	HAU950738	1/22/2025	

Terms

Due Upon Completion

Adviser Information

Kent Nobis
P: 435-619-0575 | E: kent@preserveasphalt.com

Description

HA5 High Density Mineral Bond

Bill To

City of Bastrop TX
Attn: John Eddleton
1311 Chestnut St
Bastrop TX 78602

Item	Quantity	UM	Rate	Amount
Mobilization Mobilization and setup		LS		20,000.00
Payment and Performance Bond		LS		20,000.00
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	185,609	SqYd	4.10	760,996.90
Contingency Noticing, no park signs, sweeping, and extra cleaning.		LS		50,000.00
The City will provide support and execute on all necessary Traffic control plans, TxDOT meetings/permits, TC devices, digital message boards, etc.				
All Asphalt repairs, crack sealing, and striping to be provided by the City in preparation of HA5 application.				
City to assist with staging area, wash out pit, water, etc. at Public Works facility.				

Total	\$850,996.90
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Please sign for proposal acceptance: **Do not sign this page, see final page for signing**



Date	Number
1/22/2025	HAUB17308

Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work.

Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing as incurred and will be due on receipt. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request.

GENERAL LIABILITY: \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS: No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAU950738 - HA5 High Density Mineral Bond (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____

2025 City of Bastrop Revised Streets List

Street	Square Yards
Allbright	782
Hill St	5,201
Beech	1,924
Jefferson	4,417
Spring St	861
Pecan St	12,433
Buttonwood St	2,737
Bear Hunter	8,443
Olaa	2,373
Homonu	1,795
Pahala	1,648
Aloha	3,652
Koui	483
Reva	504
Kohala	1,282
Duff	6,721
Eskew	1,426
Maynard	2,997
Hasler	2,394
Austin	2,459
Haysel St	1,749
Jackson	3,502
Driftwood Ln	4,144
Shallowford Pl	2,635
Aster Pl	1,925
Childers Dr	16,957
Hamilton Pool Ln	2,412
Trailstone Dr	11,161
Cold Springs Loop	3,475
Watercourse Way	3,986
Hidden Springs Dr	5,201
Calm Water Loop	1,651
Deep Eddy Cove	2,453
Clear Water Pass	4,065
Headwaters Dr	4,487
Swift Water Loop	4,370
Perkins St	2,733
Baron Creek Trail/Bluffview Dr/ Strand Ln/Roarding Fork	8,724
Tributary Way	2,318

Rainmaker Ln/Rainmaker Cove	6,996
Oxbow Terrace	1,770
Marines Landing	1,790
Mercer St	1,463
Breakwater Dr/Rimrock Ct	6,762
Edgewater Trail	2,329
Crooked Trail	2,391
Carter	4,933
Cedar	4,695
Total	185609





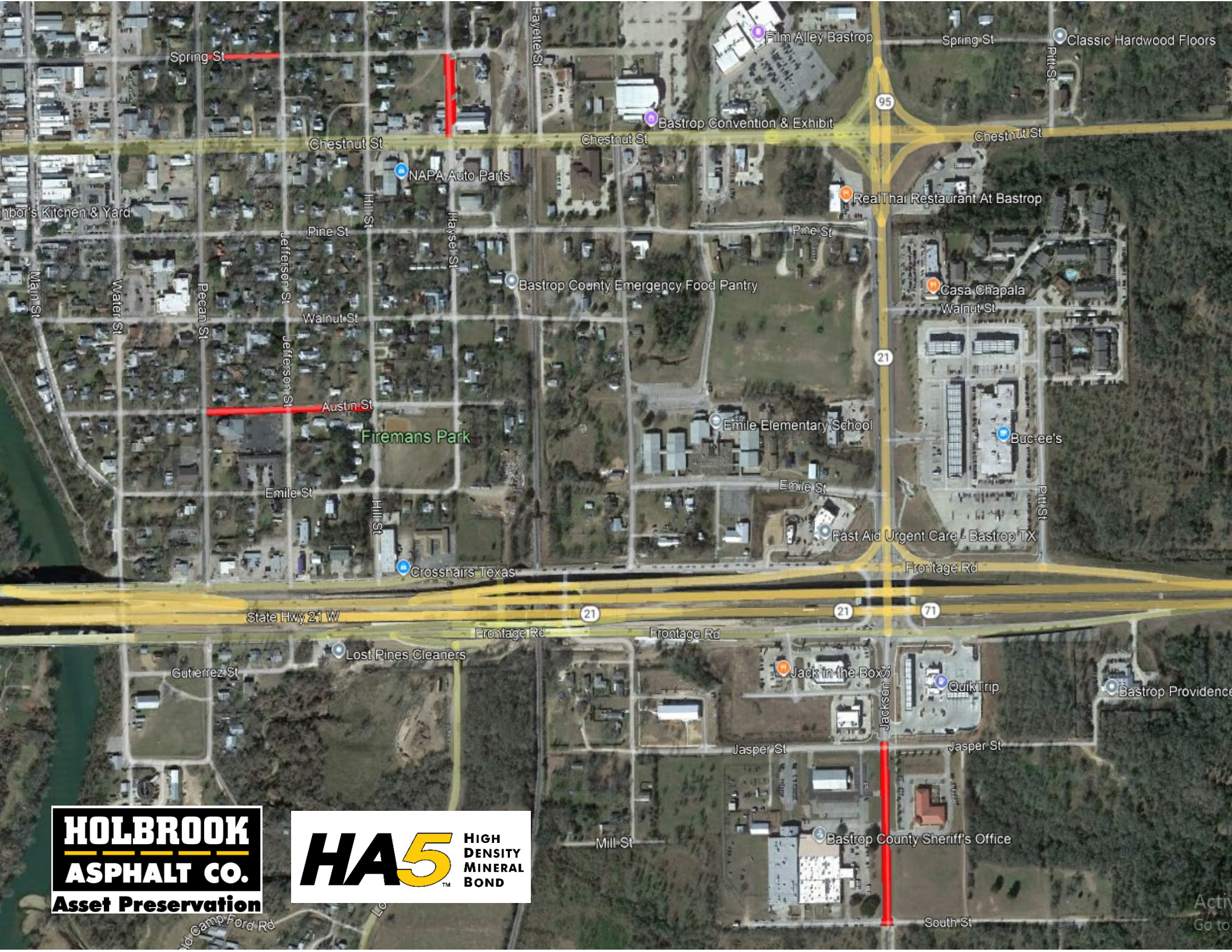
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ASPHALT CO.
Asset Preservation

HA5 TM **HIGH DENSITY MINERAL BOND**

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