

**I. MATAGORDA COUNTY
INVITATION TO BID
INSTRUCTIONS & TERMS OF CONTRACT**

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE:	OF:
10-26-2023	23-0001	9-27-2023	1	24

By order of the Commissioners Court of Matagorda County, Texas sealed bids will be received for:

2024 Road Materials

Sealed bids shall be submitted to:

Matagorda County Auditors Office
County Matagorda Office Building
2200 7th Street, Room 208
Bay City, Texas 77414

NOT LATER THAN: 2:00 P.M. THURSDAY, October 26, 2023

ALL BIDS RECEIVED MUST BE IN THE **COUNTY AUDITORS OFFICE** BY TIME STATED ABOVE.

THE COMMISSIONERS COURT RESERVES THE RIGHT TO ACCEPT ANY BID DEEMED ADVANTAGEOUS TO MATAGORDA COUNTY OR TO REJECT ANY AND ALL BIDS.

IT IS THE INTENT OF THESE SPECIFICATIONS TO ADEQUATELY DESCRIBE THE ITEM AS REQUIRED BY CERTAIN MATAGORDA COUNTY FACILITIES IN SUFFICIENT DETAIL TO SECURE COMPETENT BID. IT IS NOT THE INTENTION OF THESE SPECIFICATIONS TO ELIMINATE ANY BIDDER AND SHOULD SUCH WORDS APPEAR, THE BIDDER WOULD MAKE SPECIAL MENTION OF THIS FACT IN HIS BID.

CLEARLY **MARK** ALL SEALED BID ENVELOPES WITH BID NUMBER AND/OR TITLE, BIDS **MUST** BE SUBMITTED ON COUNTY BID FORM.

LEGAL NAME OF CONTRACTING COMPANY _____

CONTACT PERSONS TYPED NAME _____ TITLE _____ PHONE # _____

COMPLETE MAILING ADDRESS _____ CITY AND STATE _____ ZIP CODE _____

SIGNATURE _____ DATE _____

SIGNER'S TYPED NAME _____ TITLE _____

EMAIL ADDRESS _____

II. GENERAL CONDITIONS

Matagorda County will receive bids up to 2:00 p.m. Thursday, October 26, 2023. **BIDS MUST BE SEALED AND MARKED** with bid number and/or title, on the outside of the envelope and be submitted on this form. The entire bid package, including the signature page must be returned with bid. Bidder may bid any or all material(s) for any location. Also, include plus or minus "per mile" rate on page 6 if applicable.

The Agreement that results from this bid award may be subject to interlocal agreements with other Matagorda County Special Districts. These entities are governed by their own Directors or Commissioners and any negotiable item(s) shall be determined by their governing board. Each entity shall be responsible for contacting the Contractor/Hauler. If the delivery is not to a county stockpile the delivery location and charges are negotiable between the entity and Contractor/Hauler. Each entity shall be billed directly and be held responsible for payments.

Commissioners shall have the right to reject, at any time, any material that is undesirable or is not suitable for either road or stockpile location.

Matagorda County legally accepts the road materials after it is unloaded and approved by Commissioners of precincts unless hauled in county trucks, at which time county accepts material when it is loaded in county trucks.

This contract shall be in effect from date of contract award until date of next award, which should be approximately 1 year.

Matagorda County reserves the right to award this bid to the responsible bidder who submitted the lowest and best bid and reserves the right to accept the next lowest bidder as an alternate bid in case awarded bidder cannot meet delivery schedule. Low bidder shall be contacted first for each job and alternate bidder can only be used if low bidder cannot deliver. Matagorda County reserves the right to reject all bids and publish a new notice.

Terms are net payment at regular county payment dates upon rendering of invoices and provided all conditions of this bid have been met. Matagorda County reserves the right to withhold 10% of payment until completion of project when the project exceeds \$50,000.00.

INSURANCE REQUIREMENTS

The Contractor/Hauler shall not commence work under this contract until all insurance required of the Contractor/Hauler by this agreement has been documented with a Certificate of Insurance. Such insurance is to be provided at the expense of the Contractor/Hauler and shall remain in force until all work under this contract is completed and has been accepted by the County Commissioners'. In the event an insurance policy required by this contract expires during the performance of this contract, the Contractor/Hauler shall provide confirmation that coverage will be continued without interruption. This confirmation must be provided prior to the date that the insurance coverage was to have otherwise expired.

The Contractor/Hauler shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements under this contract. Nothing contained in

the insurance requirements shall be construed as limiting the extent of Contractors/Haulers responsibility for payment of damages resulting from operations under this contract.

Any failure of the Contractor/Hauler to comply with the reporting provisions of the insurance policies shall not affect the coverage provided to Matagorda County.

The insurance provided by the Contractor/Hauler shall be primary as respects Matagorda County. Any insurance maintained by the County shall be excess of the Contractor's/Hauler's insurance and shall not contribute to it. Further, the Contractor's/Hauler's insurance must include a waiver of subrogation in favor of the County. The Contractor's/Hauler's insurance shall not have deductibles of self-insured retentions in excess of \$25,000 per occurrence.

The Contractor/Hauler must provide confirmation of Commercial General Liability insurance from an insurer licensed to do business in Texas that is financially sound. The insurance should be written with limits of a least \$500,000 per occurrence and an aggregate limit of at least \$1,000,000. The insurance must include coverage for bodily injury, property damage, contractual liability, products and completed operations, and personal injury. The Contractor's/Hauler's insurance policy must include Matagorda County, its officials and employees as additional insured's' for occurrences arising out of the performance of this contract. The confirmation should indicate that this specific contract (or "all written agreements") is an "insured contract" for purposes of contractual liability insurance. The Contractor/Hauler must promptly notify the County Commissioners if the total incurred losses (as determined by the insurer) reaches 50% or more of the aggregate limit. The County Commissioners should be provided with 30 days advance notice of material changes in coverage or termination of coverage.

The Contractor/Hauler subcontractors and their employees are not to be considered as an "employee" of the County and will not be covered by the County's workers' compensation insurance. The Contractor/Hauler must provide confirmation of Workers' Compensation and Employer's Liability insurance from an insurer that is licensed to do business in Texas if the Contractor/Hauler is subject to the Workers' Compensation Statute. The Workers' Compensation insurance should be written with statutory limits of liability. The Employer's Liability insurance should be written with limits of at least \$500,000 each employee for occupational disease. The County Commissioners should be provided with 30 days advance notice of material changes in coverage or termination of coverage.

The Contractor/Hauler must provide confirmation of Commercial Automobile Liability insurance from an insurer that is licensed to do business in Texas. The insurance should be written with bodily injury and property damage limits of at least \$500,000 combined and should apply in regard to any automobile, including owned, non-owned, hired and borrowed automobiles. The County Commissioners should be provided with a 30 day advance notice of material changes in coverage or termination of coverage.

The Contractor/Hauler must indemnify, hold harmless and defend Matagorda County and its officials and employees for all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description (including attorney's fees) that are presented, brought or recovered against Matagorda County and/or its officials and employees which arise out of an occurrence in connection with the services performed under this contract, except for liability stemming from the County's sole negligence. Matagorda County reserves the right to require the Contractor/Hauler to provide complete, certified copies of all required policies at any time.

III. BID CONDITIONS AND SPECIFICATIONS

1. Bid shall be on delivered basis or on point of pickup when County owned trucks are used.
2. Materials shall be delivered to job site in Matagorda County as directed by Commissioner of applicable precinct. Job site can be road, field location, or stockpile at designated location. Miles from pit to stockpile will be shortest legal route.
3. Material bids must be broken down into price per ton and delivery price. The sum total of these will be used to determine the lowest and best bid.
4. A fuel adjustment will be allowed on the **delivery price only** as fluctuations in diesel prices occur as listed on <http://www.eia.gov/petroleum/gasdiesel/> using the Gulf Coast region. The baseline price will be the price on this site on December 5, 2023 rounded to the nearest one-hundredth and **thereafter the index will be adjusted and documented on Monday of each week after bids are accepted.**
5. The allowable fuel adjustment will be calculated by subtracting the baseline price from the posted price (for the Monday immediately prior to the delivery date of the material), and if the difference is <5 cents, no adjustment; 5 cents to 9 cents, 1% adjustment to the delivery price per ton; 10 cents to 14 cents, 2% adjustment to the delivery price per ton and so on. A 1% adjustment will be made on the delivery price for every 5 cent increase or decrease from the baseline price.
6. Delivery of material to any location other than a stockpile will be invoiced at the nearest stockpile rate, **plus or minus the "per mile" rate quoted on this bid form.** Any "plus or minus" mileage will be agreed upon by the bidder and the Commissioner of that precinct. There will be no fuel adjustment calculated on the plus or minus mileage.
7. Materials shall be ordered in quantities as determined by each Commissioner.

8. Precincts will accept the number of trucks necessary to do job on a most cost efficient basis, which could require various numbers of trucks.
9. Precincts will supervise the dumping of loads.
10. Precincts will put out needed signs and barricades for traffic control.
11. Each load shall be weighed on a certified public scale. Truck and trailer shall be weighed empty at least once on each job run, or when a change is made due to changing truck, trailer, or other. Cost of weighing shall be paid by hauler. Driver shall get a material company ticket from pit or location when loading. A copy of the scale weight ticket, material company ticket and company delivery ticket shall be given to the county employee at job when load is inspected and dumped.
12. Matagorda County shall have the right to pull sample loaded truck(s) to a certified scale of County's choice for loaded weight, unload truck(s) and take empty weight on same scale to verify weights. County shall pay for the weighing.
13. Upon initial contact, accepted bidder shall advise at that time if required delivery schedule can be met. Cooperation and coordination between Commissioners and bidder is essential to make contract work. Commissioner has the right to stop hauling at anytime due to weather, road conditions and machinery breakdowns.
14. Bidder must be able to furnish bid items under terms of these specifications if bidder is awarded bid.
15. Item number and material description, as stated on this bid specification **must** appear on all invoices in order to be considered for payment.
16. Bid Document shall consist of the following:
 - I. Invitation to Bid
 - II. General Conditions
 - III. Bid Conditions and Specifications
 - IV. Bid Form
 - V. Contract
 - VI. Required Contract Clauses
 - VII. Certificate of Interested Parties Texas Ethics Commission (Form 1295)

IV. BID FORM

PLUS OR MINUS "PER MILE" RATE _____.
 (As addressed in #3 of Bid Conditions located on page 4)

TYPES OF ROAD MATERIAL TO BE USED

The following represents the basic types of road materials to be used in all precincts. If you have materials you wish to bid which are not listed, please show these under "Other" along with their Texas Department of Transportation Standard Specification Number.

Item #1 Limestone Base Material: "Georgetown Variety" THD #247, Type D Grade 1 (ton)
 Price per ton / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	TOTAL	LOCATION	MATERIAL / DELIVERY	TOTAL
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Remarks: _____

Item #2 Limestone Base Material: THD #247 Type D Grade 3 (ton)

Price per ton / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	TOTAL	LOCATION	MATERIAL / DELIVERY	TOTAL
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit/siding: \$ _____

Pick up point(s): _____

Remarks: _____

Item #3 Gravel Base Material: Unstabilized Pit Run THD #247, Type B (ton)

Price per ton / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	TOTAL	LOCATION	MATERIAL / DELIVERY	TOTAL
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #4 Gravel Base Material: Processed Pit Run THD #247, Type B (ton) (screened no greater than 2")

Price per ton / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	TOTAL	LOCATION	MATERIAL / DELIVERY	TOTAL
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #5 Flexible Base: THD #247, Type D Limestone Screening (ton) (3/4 to Dust)

Price per ton / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #6 Precoated Coverstone: PB-3 (ton) Limestone Rock #302

Price per ton / deliver price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #7 Precoated Coverstone: PB-4 THD Limestone Rock #302

Price per ton / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s) _____

Remarks: _____

Item #8 Rock Asphalt Precoated Aggregates: THD #302 Type PE #2 & #3 (ton)

Price per ton / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s) _____

Remarks: _____

Item #9 Rock Asphalt Precoated Aggregates: THD #302 Type PE #4 & #5 (ton)

Price per ton / delivery price to County Facility at:

<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>	<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #10 Uncoated Coverstone PB-3 Limestone Rock THD #302 (ton)

Price per ton / delivery price to County Facility at:

<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>	<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #11 Uncoated Coverstone PB-4 Limestone Rock THD #302 (ton)

Price per ton / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #12 Gravel - (clean) THD #247 Type B Grade 4 (Greater than 2 ½ ") Washed Rock

Price per ton / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #13 Hot Mix Asphaltic Concrete pavement: THD #340, Type D

Price per ton / delivery price to County Facility at:

<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>	<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #14 Limestone Rock Asphalt Cold Mix Pavement per TXDOT Item # 330, Type C and Type D, as specified in the "Texas Department of Transportation Standard."

Price per ton / delivery price to County Facility at:

<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>	<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #15 Type A Hydrated Lime: THD #263 90.0% Ca (OH) 2 Min. Closed Tanker Del (ton)

Price per ton / delivery price to County Facility at:

<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>	<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #15a Type A Hydrated Lime (**bags**): THD #263 90.0% Ca (OH) 2 Min.

Price per pallet / delivery price to County Facility at:

<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>	<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Item #16 Fill type cover soil, sandy or loamy material free of heavy clay and foreign debris to cover solid waste and garbage (per cubic yard)

Price per cubic yard / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per cubic yard your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #17 Top Soil

Price per cubic Yard / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per cubic yard your plant/pit site \$ _____

Pick up point(s): _____

Remarks: _____

Item #18 Riprap THD #432

Price per ton / delivery price to County Facility:

<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>	<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #19 Hot Mix Cold Laid TXDOT #334, Type D-95

Price per ton / delivery price to County Facility at:

<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>	<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #20 Hot Mix-Cold Laid TXDOT #334 (Polymer Modified)
Type D table 3 under 300.2.B

Price per ton / delivery price to County Facility:

<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>	<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Continuation of #20: Hot Mix-Cold Laid TXDOT #334 (Polymer Modified)
Type D table 3 under 300.2.B

Price per pallet consisting of (50) 50 LB Bags delivered to the Precinct barns and price per bag also delivered to the Precinct barns.

	<u>PALLET</u>	<u>INDIVIUDAL BAG</u>
Precinct #1 Barn (Bay City)	_____	_____
Precinct #2 Barn (Matagorda)	_____	_____
Precinct # 2 Barn (Sargent)	_____	_____
Precinct # 3 Barn (Palacios)	_____	_____
Precinct #4 Barn (El Maton)	_____	_____

Price per pallet your plant/pit site: \$ _____

Price per 50 lb bag your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #21 Oyster Shell

Price per cubic yard / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per yard your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #22 Hydraulic Cement (bulk): THD #275, DMS-4600

Price per ton / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #23 Emulsified Asphalt Treatment: THD #314

Price per gallon / delivery price to County Facility at:

<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>	<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per gallon your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #24 Asphalt Oils and Emulsions: THD #300

Price per gallon / delivery price to County Facility at:

<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>	<u>LOCATION</u>	<u>MATERIAL / DELIVERY</u>	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per gallon your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #25 Prime Coat: THD #310

Price per gallon / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per gallon your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #26 Envirotac II (Texas Road Glue) Soil Stabilizer

Price per tote / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Remarks: _____

Item #27 Fly Ash/Bottom Ash (Petcoke Fly Ash: Circulating Fluidized Bed (CFB) Combustion Ash) Hydrated
(Product Code - OPF42F)

Price per ton / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #28 Crushed Concrete

Price per ton / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>	LOCATION	MATERIAL / DELIVERY	<u>TOTAL</u>
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

Item #29 Other _____

Price per ton / delivery price to County Facility at:

LOCATION	MATERIAL / DELIVERY	TOTAL	LOCATION	MATERIAL / DELIVERY	TOTAL
Bay City	_____ / _____	_____	Milberger Road Area	_____ / _____	_____
Collegeport	_____ / _____	_____	Palacios	_____ / _____	_____
El Maton	_____ / _____	_____	Pledger	_____ / _____	_____
Markham	_____ / _____	_____	Sargent	_____ / _____	_____
Matagorda	_____ / _____	_____	Van Vleck	_____ / _____	_____
Midfield	_____ / _____	_____	Wadsworth	_____ / _____	_____

Price per ton your plant/pit site: \$ _____

Pick up point(s): _____

Remarks: _____

V. CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2023 by, and between the County of Matagorda (hereinafter called “County”) and _____ (hereinafter called “Contractor/Hauler”).

WITNESSETH:

WHEREAS, the Contractor/Hauler did on _____, 2023, submit a BID for Road Material/Equipment Rental/or Road Construction to include rates for equipment used in constructing roads for Matagorda County, Bay City, Texas and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

- a. The contractor is hereby granted the sole and exclusive right and privilege within the territorial jurisdiction of the County and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to perform all of the work called for as described in the Contract Documents.
- b. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as if fully set forth verbatim in this Contract:
 - I. Invitation to bid, Instructions & Terms of Contract;
 - II. General Conditions;
 - III. Bid Conditions & Specifications;
 - IV. Bid Form;
 - V. This instrument; and
 - VI. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

INITIALS OF BIDDER (IN INK): _____ **DATE:** _____

c. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

d. This Contract is entered into subject to the following conditions:

1. The Contractor/Hauler shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
2. The Contractor/Hauler shall not be liable for the failure to wholly perform his duties if such failure is caused by for force majeure. "Force Majeure" means a delay encountered by the Contractor in the performance of its obligations under this contract which is caused by an event beyond the reasonable control of the Contractor. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts or other labor disputes; and defaults by subcontractors.
3. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

INITIALS OF BIDDER (IN INK): _____ **DATE:** _____

IN WITNESS WHEREOF, We the contracting parties, by our duly authorized agents, hereto affix our signature and seal, as of this _____ day of _____, 2024.

ATTEST:

COUNTY OF MATAGORDA COUNTY

By: _____

Matagorda County Clerk Signature

Its: Matagorda County Judge

Print Name: _____

Contractor Signature

Its: _____