

TRINITY COUNTY NOTICE OF BIDS

BID NO. 2025.03.27

LLOYD BELL RD., TRINITY, TX

Trinity County Precinct 2 Commissioner is now accepting bids for repair work on three sections of Lloyd Bell Rd., spanning a total area of 4,597' X 14', equivalent to 7,151 square yards. Trinity County will provide the extra base material. The area requires blading, watering, and compaction to the appropriate grade and density, followed by the application of a two-course chip-seal surface treatment in accordance with Texas Department of Transportation (TxDOT) Item 316 specifications.

Additionally, two sections, totaling 1,300' X 14' or 2,022 square yards, require cement stabilization. The contractor will reclaim the roadway to a depth of 6", achieve proper grading, and apply Portland cement at a rate of 30 pounds per square yard. The stabilized area will then be mixed to a 6" depth, graded, watered, compacted to the required density, and finished with a two-course chip-seal surface treatment meeting TxDOT Item 316 specifications.

Bids must be submitted using the County-provided forms, sealed, and clearly labeled as "**Lloyd Bell Rd. BID 2025-03.27.**" All bids must be received at the County Auditor's office no later than 4:00 PM on May 8, 2025.

The subject bids are scheduled to be opened, read and awarded in the Trinity County Commissioners Court session to be held on Tuesday, May 13th, 2025, at 9:00 a.m., in the Trinity County Commissioners Courtroom, 1st Floor of the Trinity County Courthouse, 162 W 1st St. Groveton, Texas. The Trinity County Commissioners Court reserves the right to reject all bids or to accept the bid deemed to serve the best interest of the County. You are welcome to be present at this Commissioners' Court meeting,

GENERAL CONDITIONS/INSTRUCTIONS

1. Bids are solicited for furnishing the materials set forth in this invitation to bid. Completed bid proposals must be received in the County Auditor's Office by the deadline stated above. Bids may be hand delivered, shipped via UPS/FedEx courier services to Trinity County Auditor, 162 W. 1st St. 3rd Floor, Groveton, Texas 75845, or via U.S. Postal Service to Trinity County Auditor, PO Box 1030, Groveton, TX 75845. All bids must be in a sealed envelope clearly marked with the bid item, name of contractor and opening date on the outside of the envelope.
2. Bids received in the County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Trinity County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt. **No email or faxed bids will be accepted.**
3. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Trinity County Auditor and the approval of the Commissioners Court.
4. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.
5. The bidder agrees if this bid is accepted, to furnish all materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be sixty (60) calendar days unless a different period is noted by bidder at the time the bid is submitted by bidder.
6. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under federal and state laws.
7. Invoices shall be sent directly to the Trinity County Auditor's Office, PO Box 1030, Groveton, Texas 75845. Payments will be processed after confirmation that all materials have been received satisfactorily, and no unauthorized materials have been received.
8. Trinity County terms of invoice are net thirty (30) days from statement date.

9. Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the termination of the contract by the County. The County shall not pay for supplies which are unsatisfactory. The County may give Contractor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.
10. If quantities are indicated in the bid, they are estimated based upon information at the time bids are requested, unless otherwise stated in the specifications. The County reserves the right to increase or decrease the quantities by any amount it deems necessary to meet its needs without any adjustment to the contract price.
11. The bid award shall be based on, but not necessarily limited to the following factors:
 - a. Total price
 - b. Special needs and requirements of Trinity County Trinity
 - c. County's evaluation of Contractor's ability
 - d. Contractor's past performance record with any Texas County
12. If this bid is accepted and approved by the Commissioners' Court, then this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract unless agreed upon by both parties.
13. The Contractor shall make himself familiar with and always shall observe and comply with all federal, state, and local laws, ordinances and regulations that, in any manner, affect the conduct of the work.
14. All insurance requirements, including workers' compensation and liability, as outlined under state law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid. Payments shall not become due and payable until such certificates have been filed.
15. The parties herein agree that the contract associated with an accepted bid shall be enforceable in Trinity County, Texas; and, if legal action is necessary to enforce it, exclusive venue shall lie in Trinity County, Texas.
16. The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
17. The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.

18. This bid, when properly accepted by Trinity County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Trinity County. No different or additional terms will become part of this contract.
19. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF CONTRACTOR'S OFFICERS, AGENTS OR EMPLOYEES.**
20. If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
21. If the Contractor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.
22. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,

Trinity County Commissioners' Court

SPECIFICATIONS

23. Location and Scope of Work to be performed:

- a. Repair work on three sections of Lloyd Bell Rd., spanning a total area of 4,597' X 14', equivalent to 7,151 square yards. Trinity County will provide the extra base material. The area requires blading, watering, and compaction to the appropriate grade and density, followed by the application of a two-course chip-seal surface treatment in accordance with Texas Department of Transportation (TxDOT) Item 316 specifications.
- b. Additionally, two sections, totaling 1,300' X 14' or 2,022 square yards, require cement stabilization. The contractor will reclaim the roadway to a depth of 6", achieve proper grading, and apply Portland cement at a rate of 30 pounds per square yard. The stabilized area will then be mixed to a 6" depth, graded, watered, compacted to the required density, and finished with a two-course chip-seal surface treatment meeting TxDOT Item 316 specifications.
- c. The successful bidder shall coordinate the road repair with Precinct 2 Commissioner.

24. **Pricing:** The bidder shall provide pricing to include all materials, labor and transportation costs.

25. **Insurance:** Bidder shall provide insurance as pertains to the State Department of Highways and Public Transportation. A Certificate of Insurance, listing Trinity County, Texas as certificate holder, should be provided prior to the beginning of any services being rendered.

- a. Certificate of Insurance Requirements to specify the following limits:
 - i. Commercial Liability: \$1,000,000 / Occurrence \$1,000,000 General Aggregate
 - ii. Business Auto Liability: \$1,000,000 CSL including hired and no-owned coverage
 - iii. Workers Compensation and/or Employer's Liability: \$100,000/\$500,000/\$100,000

26. **HB 1295** - Vendor must complete Form 1295 online with the Texas Ethics Commission ("TEC"). The TEC website can be accessed at <http://www.ethics.state.tx.us/file/>. Business entities **MUST** complete Form 1295 online prior to contracting with Trinity County.

- a. Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "Certificate Number" that is stamped in the upper right-hand corner of the form.
- b. The business entity must then execute a hard copy of the form and submit it to Trinity County with the submitted bid documents. **Failure to submit Form 1295 with bid documents will result in disqualification.**
- c. Example form attached as Addendum A

27. **HB 89** - Beginning September 1, 2017 a new state law prohibits contracts with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. Form attached as Addendum B

28. **Conflict of Interest Questionnaire** - Beginning January 1, 2006, a new state law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict of Interest Questionnaires by individuals and businesses. The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Trinity County Commissioners' Court members and other elected/appointed officials.

a. The law applies to:

- i. Businesses and individuals who contract with Trinity County,
- ii. Businesses and individuals who seek to contract with Trinity County, (regardless of whether a bidder is awarded the contract), and
- iii. Agents who represent such businesses in their business dealings with Trinity County.
- iv. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.
- v. This form can be accessed at <https://www.ethics.state.tx.us/forms/CIQ> and must be returned with the submitted bid documents. Form attached as Addendum C

29. **Request for Taxpayer Identification Number and Certification** - Vendor must complete a W-9 Form as attached with bid documents. Form attached as Addendum D

“I verify this bid to be in accordance with the Notice and the Instructions to Bidders, that I have read the foregoing information and specification and that I shall carry out all requirements detailed within the same”.

Authorized Signature of Bidder:

(Contractor/Bidder

Printed Name

Title

Date

TRINITY COUNTY, TEXAS
162 W 1ST ST, GROVETON, TX 75845
(936) 642-2233 fax (936) 642-0432
DANNY MARTIN, COUNTY JUDGE

CONTRACT

STATE OF TEXAS

COUNTY OF TRINITY

WHEREAS, the attached "Bid Package" which includes the **Invitation to Bid, General Conditions / Instructions, Specifications, Proposal, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the **Trinity County Commissioners Court as the governing body of Trinity County did on May 13th, 2025 award a contract to**

(Contractor/Bidder)

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Contractor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate purchase orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

PRIOR AGREEMENTS SUPERSEDED

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This contract along with the Bid Package shall be considered a "Contract associated with an accepted bid" as referenced in the Bid Package.

AMENDMENT

No amendment, modification or alteration of the terms of this contract shall be binding, unless same is in writing, dated subsequent to the date of this contract, and duly executed by an authorized representative of each party.

CONTRACTOR/BIDDER'S AFFIRMATION

Contractor/Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Pursuant to 262.0276 of the Texas Local Government Code, Contractor/Bidder hereby affirms that Contractor/Bidder is not indebted to Trinity County.

IN TESTIMONY WHEREOF: Witness our hands at Trinity County, Texas, effective as of the date awarded above, if any.

By Danny Martin, County Judge

Attest: _____
Shasta Bergman, County Clerk

CONTRACTOR

Name of Contracting Company Contact Name

Title

Mailing Address

City

State

Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone: _____ Fax: _____ E-mail address _____

**Failure to sign the contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court and signed by both parties.

ADDENDUMS:

(to be included in Bid Package)

Addendum "A" – Form 1295 (1 page)

Addendum "B" – House Bill 89 (1 page)

Addendum "C" – Conflict of Interest Questionnaire (2 pages)

Addendum "D" – Form W-9 (1 page)