



KRISTEN KUBECKA
COUNTY AUDITOR
MATAGORDA COUNTY
2200 SEVENTH STREET, ROOM 208
BAY CITY, TEXAS 77414
979-241-0120

To: All Vendors

From: Donna Barrett
Accounting Clerk
Matagorda County Auditor's Office

Date: October 1, 2018

Re: Invitation to Bid

Matagorda County is now accepting bids for the 2019 Road Material (Bid #18-0005) and Road Construction with equipment (Bid #18-0006). **The deadline to bid is Thursday, November 8, 2018 at 2:00 p.m. Please sign and initial pages of contract and send in your Certificate of Insurance. Also, a new House Bill (Certificate of Interested Parties Texas Ethics Commission – HB 1295) effected January 2016 requiring each vendor to complete the HB 1295 form. This form is included with the bid packet and will also need to be completed before purchases can be made.**

The bid packets are on our County web page @www.co.matagorda.tx.us under Public Documents. Also, please note that our address and phone number has changed see above. On the Road Material bid please note that the Blessing stockpile location has changed to El Maton. If you should have any questions please give us a call at 979-241-0120.

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

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE:	OF:
11-8-18	18-0006	10-1-18	1	11

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

2019 ROAD CONSTRUCTION WITH EQUIPMENT

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, NOVEMBER 8, 2018

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 #
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COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
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SIGNATURE	DATE
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SIGNER'S TYPED NAME	TITLE
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EMAIL ADDRESS

II. GENERAL CONDITIONS

Matagorda County will receive bids up to **2:00 p.m. Thursday, November 8, 2018**. **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.

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.

Commissioners shall have the right to reject, at any time, any material that is undesirable or is not suitable for to perform job requested by the Commissioner.

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 reject all bids.

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 or 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 at 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. Prices for each item listed shall include equipment used to execute job (see page 5 Bid Form for prices).
2. 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 right to stop construction at anytime due to weather, road conditions and machinery breakdowns.
3. A unit price adjustment will be allowed on Monday of each week after bids are accepted, on changes to the open market posted price of West Texas Intermediate Crude as identified in the Houston Chronicle or the Victoria Advocate under Light sweet crude. The baseline price shall be the price posted on November 5, 2018.
4. The allowable percent change shall be calculated by taking the difference between the baseline price and the price posted as identified above and dividing the results by the baseline price. This will give you the allowable percent change. The allowable percent change will be rounded to the one-hundredth of one-percent. Multiply the baseline price by the percent change allowed. This results in the allowable percent change increase or decrease.
5. Bidder must be able to furnish bid item under terms of these specifications if bidder is awarded bid.
6. Invoices **must** list quantities of service or product at unit bid price (sq. yd, ton or gallon).
7. 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. Certificate of Interested Parties Texas Ethics Commission (Form 1295)

IV. BID FORM

**MATAGORDA COUNTY ROAD CONSTRUCTION
W/EQUIPMENT INCLUDED**

PRICES

- 1. Blade Mixing (per sq. yd.) \$ _____
- 2. Finish Blade (per sq. yd) \$ _____
- 3. Hot Mix, Laid w/equip. & labor \$ _____
 (per ton)

	FREIGHT & MATERIAL /APPLICATION	<u>TOTAL</u>
4. Seal Coat w/ Coverstone (per sq. yd)	\$ _____ / _____	_____
5. Seal Coat w/o Coverstone (per sq. yd)	\$ _____ / _____	_____
6. One Coarse w/ Coverstone W/Primer (per sq.yd)	\$ _____ / _____	_____
7. One Coarse w/o Coverstone W/Primer (per sq. yd)	\$ _____ / _____	_____
8. Two Coarse w/ Coverstone W/Primer (per sq. yd)	\$ _____ / _____	_____
9. Two Coarse w/o Coverstone W/Primer (per sq. yd)	\$ _____ / _____	_____
10. AC-5 Applied (per gallon)	\$ _____ / _____	_____
11. MC30-Applied (per gallon)	\$ _____ / _____	_____
12. Prime Oil -Applied (per gal.)	\$ _____ / _____	_____

EQUIPMENT USED BY ROAD CONSTRUCTION CONTRACTOR

<u>Model & Type</u>	<u>Price/Per Hr</u>	<u>Model & Type</u>	<u>Price/Per Hr</u>
Roller	\$ _____	Reclaimer/Stabilizer	\$ _____
	\$ _____		\$ _____
	\$ _____		\$ _____
	\$ _____		\$ _____
	\$ _____	Maintainer	\$ _____
	\$ _____		\$ _____
	\$ _____		\$ _____
Water Pump	\$ _____		
	\$ _____		
	\$ _____		

<u>Model & Type</u>	<u>Price/Per Hr</u>	<u>Model & Type</u>	<u>Price/Per Hr</u>
Water Truck	\$ _____	14 C.Y. Dump Truck	\$ _____
Front End Loader	\$ _____	Labor	\$ _____
Chip Spreader	\$ _____	Rotary Broom	\$ _____
Hot-Mix Lay Down Machine	\$ _____	Haul Truck w/ Low-Boy Trailer	\$ _____
Crew Pickup	\$ _____	Vibrating Drum	\$ _____
Distributor Truck	\$ _____		
Other	\$ _____		
	\$ _____		
	\$ _____		

V. CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2019 by, and between the County of Matagorda (hereinafter called "County") and _____ (hereinafter called "Contractor/Hauler").

WITNESSETH:

WHEREAS, the Contractor/Hauler did on _____, 2018, 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 _____, 2019.

COUNTY OF MATAGORDA COUNTY

ATTEST:

By: _____

Its: County Judge _____

Matagorda County Clerk Signature

Print Name: _____

Contractor Signature

Its: _____



KRISTEN E. KUBECKA
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MATAGORDA COUNTY
2200 SEVENTH STREET, ROOM 208
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Certificate of Interested Parties Texas Ethics Commission (Form 1295)

Your contract is being recommended to the Matagorda County Commissioner's Court for approval as a future agenda item.

As you may, or may not be aware, the Texas Legislature passed HB 1295 in their last legislative session which added section 2252.908 to the Texas Government Code that now requires that a governmental entity receive a **Certificate of Interested Parties Texas Ethics Commission (Form 1295)** before entering into a contract (new, amended, extended or renewed) that

- 1) requires an action or vote by the Commissioner's Court before the contract may be signed, or
- 2) has a value of at least \$1 million

Accordingly, we are needing assistance in complying with the new Form 1295 requirements.

Note: Contract with Matagorda County require approval by the Commissioner's Court, therefore this form is required in order to approve and execute your contract.

As of January 1, 2016, Vendors are responsible for complying with this law.

Per the direction of the Texas Legislature, the Texas Ethics Commission made available on its website a new filing process that must be used to file Form 1295.

Information regarding how to use the filing process is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Vendor must:

- 1) use the online application to process the required information on Form 1295
- 2) print a copy of the form which will contain a unique certification number
- 3) an authorized agent of the Vendor must sign the printed copy of the form
- 4) and have the form **notarized**
- 5) the completed Form 1295 and certification of filing must be filed (scanning and emailing the form is sufficient) with Matagorda County before the signed contract is submitted for Commissioner's Court approval

If you haven't already done so, your first step in completing Form 1295 will be to create an account. For assistance on how to register and how to complete Form 1295, we would highly encourage you to watch the short "Logging In the First Time- Business User" and "How to Create a Certificate" videos that are posted on the website noted above. In addition there are several other links on the website posted above that may be helpful to you in understanding and completing Form 1295.

Matagorda County's guidance in completing Form 1295 is as follows (Please note this is not legal advice):

- 1) Who is the contract with – click "Other Governmental Entity"
- 2) Agency/Entity Name – Matagorda County, Texas
- 3) Contract ID Number – enter the Contract # specified at the top of this letter
- 4) Who is the Signature of officer administering oath (the entire bottom line of the form)
- the Notary

With regards to listing your entity's Interested Parties, the Ethics Commission defines the terms controlling interest and intermediary interest is as follows:

"Controlling interest" means:

- 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most high compensated by a business entity that has more than four officers...

"Intermediary interest" means: a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- 1) receives compensation from the business entity for the person's participation;
- 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- 3) is not an employee of the business entity

Your help is appreciated in completing and returning Form 1295 at your earliest convenience. Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Matagorda County will not proceed with the approval and/or award of the contract.