

# ***INSTRUCTIONS TO BIDDERS***

Sealed bids addressed to the Commissioners Court of Chambers County will be received at the office of the County Judge until 2:00 P.M., Tuesday, June 21, 2022 for the purpose of:

## ***"2022 ROAD CONSTRUCTION MATERIALS"***

Bids shall be sealed and marked "**2022 ROAD CONSTRUCTION MATERIALS**" and delivered to: County Judge Jimmy Sylvia, Chambers County Courthouse, Post Office Box 939, Anahuac, Texas 77514 or 404 Washington Ave., Anahuac, Texas, 77514. **No faxed or emailed bids will be accepted.**

Sealed bids in duplicate will be received in the office of the County Judge, on the 2<sup>nd</sup> floor of the County Courthouse at 404 Washington Ave/P.O. Box 939, Anahuac, TX, 77514-0939 **until 2:00 PM on 06/21/2022**. Bids delivered after this time will be returned unopened. **All bids must have a notarized non-collusion affidavit or the bid will not be accepted.**

Submitted bids will be publicly opened on Thursday, 06/21/2022 @ 2:00 PM in the County Judge's Courtroom located on the 2<sup>nd</sup> floor at 404 Washington Ave, Anahuac, TX 77514.

**All bids must be marked on the outside of the envelope: "2022 Road Materials" along with Bidder's name and return address.**

All correspondence and communications regarding this solicitation including packet with specifications of bid, contact the County Purchasing Agent, George Barrera, 2122 SH 61, Anahuac, TX 77514 by email at: [gbarrera@chamberstx.gov](mailto:gbarrera@chamberstx.gov) or by phone: 409-267-2448.

**NOTE: BIDS NOT ACCOMPANIED BY THE NON-COLLUSION AFFIDAVIT WILL NOT BE CONSIDERED.**

Chambers County Road Department

P. O. Drawer H

Anahuac, TX 77 514

File No. 021-002

## GENERAL CONDITIONS

### "ROAD CONSTRUCTION MATERIALS"

Submit in duplicate on forms provided in a sealed envelope marked "**2022 ROAD CONSTRUCTION MATERIALS**".

Enclosed are the specifications of the various road construction material that Chambers County intends to buy in 2022.

The quantities shown on the bid form are the approximate quantities the County intends to purchase.

THERE IS NO OBLIGATION ON THE PART OF CHAMBERS COUNTY TO PURCHASE THE AMOUNTS SPECIFIED IF 2022 'S REQUIREMENTS DO NOT MEET THEM. WEATHER CONDITIONS AS WELL AS FUNDS AVAILABLE DETERMINE HOW MUCH ROAD CONSTRUCTION MATERIAL WILL ACTUALLY BE PURCHASED DURING THE BUDGET YEAR.

**CHAMBERS COUNTY** reserves the right to reject the bid of any bidder who does not have "certified scales" (or access to "certified scales") as herein defined. By submission of a bid, the bidder grants to **CHAMBERS COUNTY** the right to inspect its scales for certification. If **CHAMBERS COUNTY** is refused the right to inspect the scales during regular business hours, such bidder's bid shall be summarily rejected.

The successful bidder shall keep its scales certified throughout the life of the contract so awarded, and lapse of such certification shall, at the option of **CHAMBERS COUNTY**, immediately terminate the contract. Throughout the life of this contract, **CHAMBERS COUNTY** reserves the right to inspect said scales for certifications at any time during regular business hours, and refusal of the bidder/contractor to allow such inspection shall terminate **CHAMBERS COUNTY'S** obligation under this contract.

The term "certified scales" means that the scale shall be certified by the Weights and Measure Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material shall be weighed on certified scales. No payment shall be made unless the procedure herein specified is followed.

It shall be understood that random laboratory tests and analysis by an independent laboratory may be required if deemed necessary by the County. If testing is deemed necessary, the following conditions shall prevail.

- a) Independent laboratory test shall be made from samples taken at destination and the testing laboratory used shall be of the County's choice.
- b) If results of such tests and analysis reveal that the samples submitted meet the stated specifications, **CHAMBERS COUNTY** will bear the cost of such tests and analysis.
- c) If results of such tests and analysis reveal that the samples submitted do not meet the stated specifications, the successful bidder shall bear the cost of such tests and analysis and agree to make satisfactory adjustment(s) for all products delivered which do not meet specifications.
- d) The results of the foregoing tests and analysis shall be furnished in writing to the successful bidder and **CHAMBERS COUNTY**.

Bidder shall indicate Plant location(s) for items bid.

## **PRICING AND AJUSTMENTS**

Pricing must remain firm for ninety (90) day increments. This specification provides for a price increase or decrease every ninety (90) days, if needed, based upon price changes the Vendor receives for the established price of the product to be furnished. Each price change shall be made known by a letter addressed to the Chambers County Engineer, P.O. Drawer H, Anahuac, TX 77 514, stating the price change and the effective date. If a price increases from the amount bid, Chambers County may elect to terminate this contract if the County is able to purchase, from another source on similar terms, a product of like grade and quality, and in like amount at a lower price than the increased price, and successful Vendor declines to meet such lower price.

## **FUEL SURCHARGE**

Vendor may add fuel surcharge to invoice price, which will be the bid price of the product and freight, plus fuel surcharge at the time of delivery. Fuel Surcharge shall be based upon information from the Energy Information Administration's Gulf Coast Region (PADDIII), Gulf Coast OPIS (Oil Price Information Service)/Petrosat Net Price, or an authorized agency monitoring fuel prices. The applicable fuel surcharge shall be determined on a bi-weekly basis according to the results of the survey for diesel fuel pricing conducted every Monday by the Department of Energy-Energy Information Administration for the previous week's actual prices. The fuel surcharge shall be computed and stated separately on each freight bill or invoice. Chambers County may request documentation from Vendor detailing pricing for the fuel surcharge.

**File No. 021-002**

## **SPECIFICATIONS**

**"ROAD CONSTRUCTION MATERIALS"**

### ***CRUSHED CONCRETE - ITEM 7***

This material shall conform to the Texas Department of Transportation 2004 Standard Specifications Item 247, Flexible Base, for Type D, Grade 2 Materials or better.

### ***HOT MIX-COLD LAID ASPHALT- ITEM 11 & 12***

- Type B, TxDOT Item 9202
- Type D, TxDOT Item 9202

### ***ASPPM GRADE IV HIGH PERFORMANCE COLD MIX - ITEM 30***

### ***POLYPROPYLENE CORRUGATED PLASTIC PIPE - ITEM NO 33***

2500 ft. of 18" – 20 ft. pipe sections Corrugated Black Polypropylene dual wall pipe with smooth inner wall & annular exterior corrugations meeting standard for ASTM F2881 and AASHTO M330 Pipe shall have integral bell and spigot joint shall be water tight according to ASTM D3212. Spigots shall have gaskets meeting ASTM F477

## **COUNTY STOCKPILES**

### ***WINNIE STOCKPILE - 331 COOK ROAD***

From IH-10, Exit 828, follow State Highway 124 south to LeBlanc Road, turn left; follow LeBlanc east to Campbell Road, turn right; follow Campbell south to Cook Road, turn left; follow Cook east 4 blocks to stockpile on the left.

### ***ANAHUAC STOCKPILE - 201 AIRPORT ROAD***

From IH-10, Exit 810, follow F.M. 563 south to State Highway 61, turn left; follow State Highway 61 east 1/2 mile to Airport Road, turn right; follow Airport Road south to stockpile on the left.

### ***MONT BELVIEU STOCKPILE -10610 EAGLE DRIVE***

From IH-10, Exit 800, follow F.M. 3180 (Eagle Drive) north 1 mile to county stockpile on the right.

**Office of the County Engineer  
Department of Road and Bridge**

CERTIFICATE OF INTERESTED PARTIES FORM 1295

Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

All vendors entering into a contract that is approved by Commissioners Court must complete a Form 1295.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which

will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with County Purchasing Agent.

**PLEASE MAKE SURE TO RETURN THE 1295 FORM TO THIS OFFICE WITHIN 30 DAYS OF THIS NOTICE. THANKS**

George Barrera  
Chambers County  
Purchasing Agent

409-267-2448

**NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED.**

NON-COLLUSION  
AFFIDAVIT

STATE OF TEXAS }

COUNTY }

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the following, who, upon oath, says:

I am the Manager, Secretary or other agent of officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED BEFOR ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, Texas

Name of Bidder \_\_\_\_\_

Signed by \_\_\_\_\_  
(Sign Name in Writing) (Title)

Address: \_\_\_\_\_  
(Zip Code)

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_