# INVITATION TO BID PAVEMENT SURFACE REPAIR ANNUAL CONTRACT

#### **KENDALL COUNTY AUDITOR’S OFFICE**

201 E. San Antonio Avenue, Suite 113 Bid # 2024-03

Boerne, Texas 78006 Page 1 of 12 Pages

### Telephone (830) 249-9343

### Bids will be received by Corinna Speer, Kendall County Auditor at the Kendall County Courthouse 201 E. San Antonio Avenue, Suite 113, Boerne, Texas 78006 until **Wednesday, December 20, 2023 at 10:00 am** at which time bids will be publicly opened and read aloud by Corinna Speer, Kendall County Auditor, in the 3rd Floor Assembly Room of the Kendall County Courthouse.

# SCOPE OF BID

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request for a period beginning **January 8, 2024** and ending on **September 30, 2024** in accordance with the following Conditions of Bidding.

# CONDITIONS OF BIDDING

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Kendall County Purchasing Office, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

1. Definitions: In order to simplify the language throughout this bid, the following definitions shall apply:

 a. **KENDALL COUNTY** - Same as County.

 b. **COMMISSIONERS' COURT** - The elected officials of Kendall County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.

 c. **CONTRACT** - An agreement between the County and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

 d. **CONTRACTOR** - The successful Bidder(s) of this bid request.

 e. **COUNTY** - The government of Kendall County, Texas and its authorized representative.

f. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

 g. **SUPPLIER** - Same as Contractor.

 h. **TxDOT SPECIFICATIONS** – Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, November 2014.

 2. Upon acceptance and approval by the Commissioners Court, this bid effects a working contract between Kendall County and the successful bidder for the period designated.

 3. Bids must be received by the Auditor’s Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must have the bid actually delivered.

 4. The County reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the County.

 5. Kendall County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.

 6. Kendall County reserves the right to reject any bid that does not fully respond to each specified item.

 7. Bidder must include Employer Identification Number for the bid to be valid.

 8. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable and may not be reassigned by either party.

 9. The County may cancel this contract at any time for any reason, provided a thirty-day written notice is given.

 10. The bid award shall be based on, but not necessarily limited to, the following factors:

 a. Unit price

 b. Special needs and requirements of Kendall County

 d. Results of testing samples (if required by Kendall County)

 e. Delivery

 f. References

 g. Kendall County's experience with products bid

 h. Vendor's past performance record with Kendall County.

 11. Although the cost of products to be provided is an essential part of the Bid, Kendall County is not obligated to award a contract on the sole basis of cost but will award to vendor considered to be the best value to Kendall County.

1. Acceptance of merchandise, work, and/or equipment provided shall be made

by the County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.

1. Title and Risk of Loss of the goods shall not pass to Kendall County until the County actually accepts and takes possession of the goods at the point or points of delivery.

 14. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

15. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.

16. Bids must specify the number of consecutive calendar days required to deliver the commodities under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within a reasonable time of the specified delivery in the bid, the entire order or contract may be canceled and the bidder barred from quoting in future bids.

17. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.

18. Bids must be submitted on this form and returned in a sealed envelope clearly marked with Vendor Name and Bid Number to ensure proper recognition upon its arrival. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids received after the expressed date and time listed in this bid will be returned unopened to the vendor. Bids submitted to any other person or department other than the Kendall County Auditor’s Office will not be accepted.

19. If vendor in receipt of notice is unable to bid, the bid should be submitted as a “No Bid” and returned to the Auditor’s Office before opening time. This is necessary if vendor wants to remain on vendor list and receive future bid notifications.

20. Bids must show full firm name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature shall appear in each space provided.

21. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.

1. Kendall County reserves the right to extend this contract annually for a maximum of three (3) additional one (1) year periods (October 1 – September 30) with no changes in the terms or conditions of this contract, if agreed upon by both parties.
2. The successful Bidder agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Kendall County.
3. If sample testing is required, Kendall County will perform test through a third party. Vendor will be required to allow the third-party access to the facilities in order to acquire samples for testing. Failure to submit requested testing may disqualify bid.
4. Three (3) references are to be provided by bidder. Failure to submit references may result in disqualification of bid.
5. Contractor shall observe and comply with all federal, state and local laws, safety, and health regulations, ordinances, and all regulations which in any manner effect conduct of the work or services being performed.
6. In order to ensure the safety of the public, the Contractor shall coordinate all work or deliveries with the Road and Bridge Department.
7. Any Subcontracting must be approved prior to commencement of the contract by the Kendall County Road and Bridge Supervisor.
8. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.
9. Any brand name, or manufacturer’s reference used is considered to be descriptive – not restrictive – and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered only if it is noted in the bid documents and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredients in the same percentages of the items listed in the bid. If notation of substitution in not made, it is assumed the vendor is bidding the item specified.
10. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.
11. In the event the Supplier is unable to furnish any item within a reasonable time after order is placed due to strikes, war or any reason beyond the Supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be canceled.
12. The successful vendor shall submit itemized invoices with clearly marked remittance copies to the following address;

Kendall County Auditor

201 E. San Antonio Avenue, Suite 113

Boerne, Texas 78006

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the successful vendor only, and shall not include sub-contractors, assignees, or any other party.

1. As a governmental subdivision, Kendall County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such costs must not be included in bid prices. Tax Exemption Certificates can be obtained upon request by contacting the Kendall County Auditor’s Office - (830) 249-9343.
2. Upon acceptance of a purchase order for any commodity or materials purchased by Kendall County, the vendor agrees to protect the county from any claim involving patent right infringement, copyright infringement, sales franchise disputes.
3. Unless otherwise specified, all items ordered from the successful vendor must be new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper container so as to facilitate storage and handling.
4. Potential Vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of $250.00 given to any employee of the County, County Official or to the County Official’s family members or employment of any employee of the County, County Official or the County Official’s family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Kendall County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.
5. Bidder understands that Kendall County is a government subject to Texas State and Federal public information statutes. Bidder hereby waives any obligation to the release to the public of any documents submitted in accordance with this bid.
6. **SPECIAL PROVISIONS**
	1. All deliveries are to be made F.O.B. Kendall County Road and Bridge Department, during regular working days, and between the hours of 7:30 A.M. and 5:00 P.M. Monday through Thursday, unless otherwise requested by the County and loaded into County trucks by the Supplier; or loaded and hauled and delivered anywhere in the County by the Supplier during the mentioned working days and hours.
	2. Vendor will be required to notify the County Road and Bridge Department Office in the event of unforeseen delay arising in the delivery of a specified shipment. In the event a shipment will not arrive at the job site within two (2) hours of designated time Kendall County shall have the right to refuse acceptance of the order.
	3. Vendor will be required to deliver to Kendall County Road and Bridge Department or job site in Kendall County when and where requested and remain on the job with truck and operator as long as required to completely place load.
	4. Kendall County reserves the right to test any materials delivered at the requested site for compliance with specifications. The Bidder will remove immediately from the job site or right of way any materials that are deemed unsatisfactory.
	5. Material Safety Data Sheets and Placards must be furnished at the time of delivery as specified by State and Federal Regulations (IF APPLICABLE).
	6. Any Vendor vehicles traveling on County roads will not exceed its legal gross weight.
	7. A **non-mandatory** Pre-Bid Conference will be held on **Wednesday, December 13, 2023 at 9:00 a.m**., #3 Old Comfort Rd. Comfort, Texas 78013. Bidders are encouraged to attend any non-mandatory Pre-Bid Conference to ensure their understanding of Owner's bidding and contracting requirements. The Bidder must arrive and sign-in fifteen (15) minutes before the scheduled start time of the meeting.

# INSURANCE REQUIREMENTS

* 1. The Bidder shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. Please note that such Certificates of Insurance and any required bonds must be issued and then approved by the Kendall County Auditor. The Certificate of Insurance must be approved by the Auditor before any deliveries can be made.
	2. The Bidder shall furnish and keep in full force the following insurance during the term of this Contract:
		1. Statutory Workmen's Compensation and Employer's Liability Insurance with waiver of subrogation.
		2. General Liability *with* limits for bodily injury and for property damages of not less than $1,000,000 CSL with Kendall County named as an additional insured.
		3. Comprehensive Automotive Liability with single limits of $1,000,000 for Bodily Injury and Property Damage Liability.
		4. Cargo Insurance to sufficiently cover materials transported.
	3. All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Bidder receives notification of award.
	4. The Vendor agrees to hold harmless Kendall County from any and all claims and liability due to the acts of the Vendor's employees and the operation of his equipment. The Vendor also agrees to hold harmless Kendall County from any and all expenses, including attorney fees, incurred by Kendall County in litigation or otherwise resisting such claims or liabilities as a result of the Vendor's employees' activities. Further, the Vendor agrees to protect, indemnify and hold harmless Kendall County from and against all claims, demands and causes of action of every kind and character brought by any employees of the Vendor against Kendall County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the vendor or Kendall County.
1. **REFERENCES**

Vendors shall provide a list of at least three (3) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the names, phone number and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid. Kendall County can not be listed as a reference.

Company/Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **SPECIFICATIONS**
	1. All work methods and materials shall conform to TxDOT Specifications of "Texas Standard Specifications" as provided with the bid package. This is to include all work zone safety precautions as set forth by TxDOT.
	2. Equipment used in the work provided must be an AMZ TURBO JET T-250 or Dura Patcher equivalent spray patching unit. Unit shall be the spray injection method to repair cracks, potholes, broad distressed areas and shoulders at a minimum. The unit shall be capable of blowing water, dust or debris from the pothole or surface to be repaired. A tack coat of hot emulsion shall be applied by the unit on the cleaned area. Emulsion-coated aggregate must be injected into the repair area.
	3. Compaction equipment (roller, plate compactor) may be required on patches or skin level ups ten (10) square feet or larger.
	4. Materials, Construction, Measurement, and Payment will be in accordance to TxDOT:
		1. Item 300 "Asphalts, Oils and Emulsions" and TxDOT Item 302 "Aggregates for Surface Treatments".
		2. Item 300 shall be either CRS-2 OR HFRS-2 emulsion for road patching.
		3. Item 302 shall be Grade 5 Type B or PB double washed limestone.
		4. 712 Cleaning and Sealing Joints and Cracks (Asphalt Concrete)
	5. Surface Repair examples may be of the following:

Potholes, level-ups, skin patches, sunk areas, broken shoulders, utility cuts, tack coating and patching shoulders with forms to contain material, crack sealing.

* 1. All repairs shall be pre-approved by the County Road Supervisor, the contractor will be given a request for work by e-mail with the type of work and address or mileage of said work, the contractor shall complete work within 48 hours of notification of said work. If work cannot be completed within the 48-hour allotted time, the contractor shall contact Kendall County Road Supervisor and explain the unforeseen delay.
	2. Contractor may patrol in assisting Kendall County Road and Bridge in scouting for defects of road surface, and report their findings, prior to any repairs, to be approved by the County Road Supervisor.
	3. Contractor shall supply customer, by e-mail, worksheets of completed work prior to invoicing, worksheets shall include addresses or mileage and quantity of material used at each site, and work sheets will be supplied by the customer.
	4. Invoice shall include sites worked by address or mileage and quantity used at each location of repair and delivered to the customer by e-mail.
	5. Contractor shall warranty their work for one (1) year period following the billing cycle.
	6. Bid shall be based on one-ton unit cost, in place turnkey.
	7. For estimating purposes, the rate of oil to rock shall be:

 100 gallons oil to 5 yards rock = 1 ton.

**G. CERTIFICATION OF BID**

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other vendor, and that the contents of this bid have not been communicated to any other vendor prior to the official opening of this bid.

Signed By:

Typed Name: Title:

Company Name:

Phone:

Mailing Address: P.O. Box or Street

 City State Zip

Email Address:

Vendor Identification Number:

**CORPORATE SEAL IF SUBMITTED BY A CORPORATION**

**END OF BID REQUEST # 2024-03**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

By signing below, Kendall County agrees that this bid, **2024-03**, will be awarded as dictated on the associated bid tabulation sheet, to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By:

Kendall County Commissioner’s Court:

Date: Attest:

Kendall County Clerk:

 Kendall County, Texas

 Bid Sheet

 Pavement Surface Repair Bid # 2024-03

 **Unit Price**

 **Pavement Surface**

1. Unit cost, cast in place turnkey (1 ton) @ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Item 712 Cleaning and Sealing Joints and Cracks (Asphalt Concrete)**

1. Unit cost, cast in place turnkey (1 ton) @ $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_