



**GRIMES COUNTY, TEXAS
INVITATION TO BID
INSTRUCTIONS/TERMS AND CONDITIONS/BID DOCUMENTS**

ITEM: BRIDGE CONSTRUCTION – CR 132

In Accordance with the Texas Local Government Code §262.023, sealed bids for BRIDGE CONSTRUCTION – CR 132 will be accepted by the Grimes County Auditor’s Office until 3:00 pm on February 22, 2018

Date of Opening: February 22, 2018 at 3:00 pm
Location: Grimes County Courthouse Annex
114 West Buffington, Anderson, TX

Date of Award: February 28, 2018 at 9:00 am
Location: Grimes County Courthouse Annex
114 West Buffington, Anderson, TX
Note: Date of Award subject to possible delay due to potential complications in evaluating bids, or receiving proper documentation.

Period of Contract: 60 Calendar days, after notice to proceed.

GENERAL CONDITIONS

Bids are solicited for furnishing the materials and services set forth in this invitation to bid. Completed bid proposals must be received in the Grimes County Auditor's Office by the deadline stated above. All bids must be in a sealed envelope clearly marked with the bid description and opening date on the outside of the envelope.

Bids received in the Grimes County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Grimes 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.

BIDS MAY NOT BE FAXED OR EMAILED

- Bids may be withdrawn at any time prior to the official opening.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 After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Road & Bridge Administrator/Engineer and the approval of the Commissioners' Court.
- **SALES TAX**
Grimes County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, **the bid price shall not include taxes.** Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by state. Grimes County will furnish, upon request, sales tax exemption forms to the bidder that is awarded.
- The bidder agrees if this bid is accepted, to furnish any and all services and materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the **BID SPECIFICATIONS.**
- Invoices shall be sent directly to the Grimes County Road & Bridge Office at P.O. Box 593, Anderson, Texas 77830. Payments will be processed after confirmation that all services were performed satisfactorily no unauthorized services were billed to the County.
- 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 materials or services, which are unsatisfactory. The County may give the vendor a reasonable opportunity to correct the deficiencies before termination. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.
- The bid award shall be based on, but not necessarily limited to the following factors:
 - Total price, including Base Bid and Alternates, if any
 - Special needs and requirements of Grimes County,

- Grimes County’s evaluation of Vendor’s ability, Vendor’s past performance record with any Texas county, and
- Provide a minimum of 5 years of County experience with references from County work.

- 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 with the exception of a change arising with terms agreed to, in writing, by the vendor and the County.

- The vendor shall make himself familiar with and at all times shall observe and comply with all Federal, State, and Local Laws, ordinances and regulations that, in any manner, affect the conduct of the work.

- All insurance requirements, including workman’s 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.

- The parties herein agree that the contract associated with an accepted bid shall be enforceable in Grimes County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Grimes County, Texas.

- 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.

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- **THE VENDOR 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 VENDOR’S OFFICERS, AGENTS OR EMPLOYEES.**

- 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.

- If the vendor 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.
- By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

ALL BIDS IN ORDER TO BE IN COMPLIANCE WITH TEXAS STATUTES SHOULD INCLUDE THE FOLLOWING BONDS, IF BID PRICE EXCEEDS MONETARY THRESHOLD.

- **Bid Bond:** If the contract amount bid exceeds \$100,000.00, the contractor shall execute a bid bond with a surety company authorized to do business in this state in the amount of five percent (5%) of the total contract price.
- **Performance Bond:** If the amount of the contract is in excess of \$50,000.00, the contractor shall provide a performance bond as follows:
 - Solely for the protection of Grimes County;
 - In the amount of the contract; and
 - Conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

The bond must be executed by a corporate surety in accordance with Article 7.19-1, Texas Insurance Code.

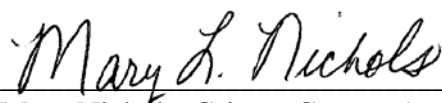
If the amount of the contract is \$50,000.00 or less, no money will be paid to the contractor until completion and acceptance of the work or fulfillment of the purchase obligation to the County.

- **Payment Bond:** If the amount of the contract is in excess of \$25,000.00, the contractor shall provide a payment bond as follows:

Solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the contractor or a subcontractor who provides labor or material; and in the amount of the contract.

The payment bond must be executed by a corporate surety in accordance with Article 7.19-1, Texas Insurance Code.

Respectfully,


Mary Nichols, Grimes County Auditor

GRIMES COUNTY
BRIDGE CONSTRUCTION CR 132
BID SPECIFICATIONS/SCOPE OF WORK

Concrete and steel, 50' clear span, 28' wide, concrete and steel Bridge, as per attached plans, to include **labor and materials** to provide for the replacement of an existing wooden bridge along CR 132. **Total Bid Amount of Bid is to be all inclusive.** Attach a breakdown to bid packet.

Scope of Work:

1. **MUST** notify all utility services before construction.
2. Remove existing bridge structure. Contractor to load scrap materials and dispose of all scrap, wood and metal materials legally.
3. Drill/Install pilings.
4. Install abutments and wingwalls.
5. Install structural steel.
6. Sandblast and inorganic zinc coat structure.
7. Prepare and pour reinforced concrete deck 7 in. minimum.
8. Apply two coats of concrete sealant.
9. Install bridge rails, signs, and related items.
10. Regrade approaches to bridge.
11. Restore site to the satisfaction of the R & B Engineer or his representative.

Specifications:

1. Concrete deck - 3600 psi at 28 days, as per ASTM C-33
2. Pile Driving - as per TX DOT Item 404
3. Structural Steel - ASTM A-36
4. Paint- TX DOT System IV or better (primer-inorganic zinc, 3.0 mils; appearance coat - 2.0 mils approved color)

Alternate Bids:

Bidder may submit alternates for consideration. Detail alternate design or material components and list additive or deductive amounts separately from the Base Bid. List cost of each alternate item separately.

All bids should include the Base Bid amount as per the scope of work, plans and specifications. Alternates will be evaluated in consideration of the best value to the County.

**GRIMES COUNTY
BRIDGE CONSTRUCTION CR 132
BID FORM**

TOTAL BID: _____

*Please include a breakdown of this amount with your Bid Response

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

Authorized Signature

Printed name

Title

SUBMITTING BIDS:

Sealed bids should be mailed to:

Jessica Herrera
Grimes County Auditor's Office
PO Box 510
Anderson, Texas 77830

or hand delivered to:

Grimes County Auditor's Office
Courthouse Annex
114 West Buffington
Anderson, Texas 77830

CONTRACT

**STATE OF TEXAS
COUNTY OF GRIMES**

WHEREAS, the attached “Bid Package” which includes any **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 Grimes County Commissioners’ Court as the governing body of Grimes County did on _____ award a contract to _____ for the complete construction of **CR 132 Bridge in the amount set forth in the above-attached Bid Package; namely:**

BRIDGE CONSTRUCTION CR 132

Total Amount of Award: _____

THEREFORE, Knowing all men by these present, that this contract is entered into by Grimes County, Texas (hereinafter called “County”) and the undersigned Vendor (hereinafter called “Vendor” or “bidder”).

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Vendor 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) such conforming to requisite standards, (2) such being delivered (if applicable), and (3) such 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

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations, no amendments, modifications or alterations 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.

Binding

This Contract shall bind and inure to the benefit of the respective parties, their representatives, successors, and assigns.

Term

The term of this contract is **60 calendar days** from the date of notice to proceed

Attorney’s Fees, Costs

If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney’s fees, and costs.

Venue/Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, and venue of any legal action filed by either party shall be in Grimes County, Texas.

IN TESTIMONY WHEREOF, witness our hands at Grimes County, Texas, effective as of the date awarded above, if any.

VENDOR

GRIMES COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
COUNTY JUDGE

ATTEST: _____
David Pasket
Grimes County Clerk

****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.**

Vendor/Bidder’s Affirmation

Vendor/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.

Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ **Does not own taxable property in Grimes County.**

_____ **Does not owe any ad valorem taxes to Grimes County or is not otherwise indebted to Grimes County.**

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

Conflict of Interest Disclosure

Beginning January 1, 2016, State Law, Government Code §2252.908 requires the electronic filing of Disclosure of Interested Parties for individuals and businesses.

Below is the website to file your disclosure. A copy of the form must be submitted to the County prior to approval of contract. Please submit with bid packet.

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

The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Grimes County Commissioners' Court members and other elected/appointed officials.

The law applies to:

Businesses and individuals who contract with Grimes County;

Businesses and individuals who seek to contract with Grimes County, (regardless of whether a bidder is awarded the contract); and

Agents who represent such businesses in their business dealings with Grimes County.

The forms for reporting are available at

www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

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.

If you are required to file a Conflict of Interest Questionnaire, you should file with the Grimes County Clerk by mailing the completed form to:

Grimes County Clerk
P.O. Box 209
Anderson, TX 77830.

