

**NEWTON COUNTY, TEXAS
INVITATION TO BID
COVER SHEET**

ITB# 2020-04 PRECINCT 4 COUNTY ROAD REPAIRS – CR 4212

The enclosed INVITATION TO BID (ITB) and accompanying documents are for your convenience in submitting a bid for the enclosed referenced products and/or services for NEWTON COUNTY.

Sealed bids shall be received no later than:

Friday, March 27, 2020 at 4:00 p.m., local time

PLEASE MARK ENVELOPE:

“ITB # 2020-04 PRECINCT 4 COUNTY ROAD REPAIRS-CR 4212”

Bidder shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

RETURN OFFER TO:

County Clerk
Newton County
115 Court Street
Newton, TX 75966

Newton County appreciates your time and effort in preparing this offer. Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

Newton County is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any “No Offer” response, any requirement of this ITB which may have influenced your decision to “No Offer”. If your response to this ITB is a “No Bid” response, please complete the Statement of No Bid in this ITB and submit.

Any prospective bidder/offerer desiring any explanation or interpretation of the solicitation must make a written request at least (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to the County Clerk, at the address stated above. Any information given to a prospective bidder/offerer concerning this solicitation will be furnished promptly to all other known prospective bidders/offerers as a written amendment/addendum to the solicitation. Newton County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offerers responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/offerers and will be available at the Newton County Auditor’s Office at 110 Court Street, Room 308, Newton, Texas, telephone 409-379-5755.

**NEWTON COUNTY, TEXAS
BIDDER CERTIFICATION**

ITB# 2020-04 PRECINCT 4 COUNTY ROAD REPAIRS – CR 4212

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FAX NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Newton County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

**NEWTON COUNTY, TEXAS
CONTRACT SHEET**

**THE STATE OF TEXAS
COUNTY OF NEWTON**

This memorandum of agreement made and entered into on the _____ day of _____, 2020, by and between Newton County in the State of Texas (hereinafter designated County), acting herein by the Newton County Judge, by virtue of an order of Newton County Commissioners' Court, and _____ (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the Specifications/Statement of Work, other requirements, as well as, the Standard Terms and Conditions for ITB# 2020-04 PRECINCT 4 COUNTY ROAD REPAIRS – CR 4212, are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Newton, Texas this _____ day of _____, 2020

By: _____
Kenneth Weeks, Newton County Judge

By: _____
Signature of Contractor

By: _____
Printed Name and Title of Contractor

NEWTON COUNTY, TEXAS
SPECIFICATIONS/STATEMENT OF WORK
ITB# 2020-04 PRECINCT 4 COUNTY ROAD REPAIRS – CR 4212

The following requirements and specifications shall be in addition to other requirements contained herein and shall supersede the other requirements where applicable.

1.0 GENERAL

The purpose of this Invitation to Bid is County Road Repairs, Precinct 4, in Deweyville, Texas from an experienced and qualified construction contractor according to specifications described in FEMA 4332DR-TX (Harvey) Project # 33476, as follows.

Flood Damage Repair

County Road 4212: (30.26852, -93.74384; 30.26852, -93.43844)

Two Areas: 1) 220' long x 20' wide
2) 60' long x 20' wide

- A) Mill and remove in both areas:
220' x 20' wide x 12" deep and 60' x 20' wide x 12" deep unsuitable material
- B) Haul to site designated by Commissioner Thompson
- C) Furnish and install 10" asphalt stabilized base on both areas.
 - (1) 220' 20' x 10" deep
 - (2) 60' x 20' x 10" deep
- D) Cap both areas with 2" hot mix type D asphalt surface.

A map is attached at the end of this ITB for reference.

2.0 INFORMATION/QUESTIONS

Requests for information regarding matters related to this bid package should be directed to: Newton County Auditor, 110 Court Street, Room 308, Newton, Texas 75966, (409)379-5755, or Commissioner Wesley Thompson, 409-746-3935.

3.0 AWARD

The award of the contract shall be made to the lowest responsive and responsible bidder who best meets the qualifications of the scope of work and in which the award is in the best interest to Newton County.

4.0 INVOICES

4.1 Invoices shall be mailed directly to:
Newton County Auditor's Office
P.O. Box 296
Newton, TX 75966

4.2 Invoices shall show:

- 4.2.1** Name and address of successful offerer;
- 4.2.2** Detailed and specific as to progress of the project; and
- 4.2.3** Purchase Order Number and Contract Number.

4.3 Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

5.0 REQUIRED INFORMATION

Bidder must provide the following information, or a response with regard to same, with their bid.

5.1 REFERENCES

Bidders shall submit a reference list containing a minimum of three (3) companies or government agencies where like services for similar projects have been performed by their firm. Such list shall include company name, address, contact name, and telephone number.

5.2 PRICING

The Bid/Offer Sheet should contain all fees and other costs that may be incurred for said services (including all materials, labor, equipment, transportation, insurance, and hourly rates for each person to be involved with contract). All fees shall remain firm throughout the term of this contract.

5.3 STAFF QUALIFICATIONS/EXPERIENCE/CREDENTIALS

Bidder shall provide a description of experience and qualifications of staff assigned to the project. Provide headquarters and managing office for the projects stated herein and length of time in business. Include any experience with counties or other government entities in the State of Texas.

5.4 SITE INSPECTION

Newton County may inspect site premises and operations at any time during the project.

5.5 INSURANCE REQUIREMENTS

Before commencing work, the successful bidder shall be required, at his own expense, to furnish the Newton County Auditor's Office within ten (10) days of notification of award, evidence showing the following insurance coverage to be in force throughout the terms of the contract.

- 5.5.1 Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employer's Liability Insurance.
- 5.5.2 Comprehensive Automobile and Truck liability insurance to include coverage of owned, hired, and non-owned vehicles. Such insurance is to include coverage for loading and unloading hazards.
- 5.5.3 Public liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions fully insuring contractor's and/or subcontractor's liability for injury to, or death, or County employees and third parties, extended to include personal injury liability coverage, and damage to property of third parties.

6.0 EXCEPTIONS

Bidder shall state in writing any exceptions taken to this Scope of Work. Bidder is allowed to bid "equal" services. Equal services will be considered, provided the Bidder clearly describes these services and they meet the requirements of this scope of work. Where reasonable doubt exists as to the quality, function, and/or qualifications of an "equal" service, the Bidder may be required to demonstrate "equal" service.

NEWTON COUNTY, TEXAS
BID/OFFER SHEET
ITB# 2020-04 PRECINCT 4 COUNTY ROAD REPAIRS – CR 4212

Precinct 4 County Road Repairs as described herein:

Scope of Work	Materials	\$ _____
	Labor	\$ _____
	Other Costs	\$ _____
	TOTAL PROPOSED COST	\$ _____

GENERAL:

Total proposed price above shall constitute the total cost to Newton County for this bid per the scope of work contained herein.

Bid prices shall be valid for a minimum of thirty (30) days from date of bid open. Upon award, prices shall be firm for the term of the contract.

Newton County reserves the right to accept or reject any or all bids and waive all technicalities.

The undersigned bidder has carefully examined the Request for Offer and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he agrees to enter into a contract with Newton County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____ Tel: _____

Availability of Product _____

Shipment can be made in _____ days after receipt of order.

Construction/installation can occur within _____ days after receipt of order.

**NEWTON COUNTY, TEXAS
STATEMENT OF NO BID**

ITB# 2020-04 PRECINCT 4 COUNTY ROAD REPAIRS – CR 4212

If bidder is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to:
Newton County Courthouse, Auditor's Office, P.O. Box 296, Newton, TX 75966.



Name of Firm: _____

Address: _____

Signature: _____

Telephone: _____ Date: _____



The above has declined to submit a bid response for the following reason(s) [please check all that apply]:

- Specifications too "restrictive".
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the ITB.
- Our schedule would not permit us to perform.
- Cannot meet insurance requirements.

Remarks: _____

**NEWTON COUNTY, TEXAS
INVITATION TO BID
PACKAGE CHECKLIST**

ITB# 2020-04 PRECINCT 4 COUNTY ROAD REPAIRS – CR 4212

Items checked below represent components, which comprise this bid/offer package. If the item IS NOT checked, it is NOT APPLICABLE to this bid/offer. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Newton County Clerk's office immediately.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet.

- 1. Cover Sheet
- 2. Bidder/Offeror Certification
- 3. Contract Sheet
- 4. Package Checklist
- 5. Standard Terms and Conditions
- 6. Special Requirements
- 7. Bidder/Offerer's Affirmation and SDNs/Blocked Persons Affirmation
- 8. Attachments: The documents marked below are hereby attached and made a part of this package.
 - a. Specifications/Statement of Work
 - b. Bid/Offer Sheet
 - c. Equipment, Hardware, and/or Software Requirements
 - d. Insurance requirements
 - e. Travel Policy
 - f. Offerer Data Sheet
 - g. Bid Bond Requirements
 - h. Performance Bond Requirements
 - i. Payment Bond Requirements
 - j. Non-Disclosure Agreement
 - k. Local Opportunity Plan
 - l. Federal Labor Standards Provisions
 - m. Federal Wage Rate
 - n. Building/Construction Workers' Compensation Requirements

**NEWTON COUNTY, TEXAS
SPECIAL REQUIREMENTS**

ITB# 2020-04 PRECINCT 4 COUNTY ROAD REPAIRS – CR 4212

BIDDER INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

All bids inclusive of pricing shall remain firm for acceptance for a period of thirty (30) days from opening date unless otherwise specified by Newton County.

Prices bid shall reflect the full Specifications/Statement of Work as defined per the ITB documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Bidder must include all incidental costs in his pricing. Newton County will not provide or allow for parking or travel reimbursements for the bidder's employees. Bidder's offices, administration and/or place of business will not be on Newton County premises and will be the bidder's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Newton County, resulting from this Invitation to Bid, shall be and remain employees of the contractor, not Newton County. It is understood and agreed that the bidder is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the bidder's employees and/or equipment during the course of the Contract.

All correspondence relating to this ITB, from receipt to award shall be sent to the Newton County Auditor's Office.

No award or acquisition can be made until Commissioners' Court approves such action.

This Invitation to Bid in no manner obligates Newton County or any of its agencies to the eventual purchase of any goods and/or services described, implies or which may be bid, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Newton County and may be terminated at any time prior to the signing of a Contract.

Newton County will not be liable for any costs incurred by the bidder in preparing a response to this ITB. Newton County makes no guarantee that any goods and/or services will be purchased as a result of this Invitation to Bid, and reserves the right to reject any and all bids. All bids and their accompanying documentation will become the property of Newton County.

The bidder is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at bidder's risk.

ITB Form Completion

Bidder shall fill out, SIGN, and return to the Newton County Clerk's Office **one (1) original and four (4) copies** of the complete ITB form. An authorized representative of the bidder **MUST** sign the Contract Sheet. The Contract will be binding only when signed by the Newton County Judge and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of ITB. If an error is made, bidder **MUST** draw a line through the error and initial each change. **PLEASE NOTE:** Unless otherwise specified, ALL ITBs are to be F.O.B. Destination, Net Thirty (3) Days.

Exceptions

Bidder/Offerer must provide any and all warranty terms and conditions. Bidder/Offerer Terms & Conditions are subject to the review and approval of Newton County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Bidder/Offerer must clearly identify any conflict with terms and conditions by denoting them on the same page where the conflicting terms and conditions appear.

ITB Returns

Bidders must return all completed bids to the Newton County Clerk's Office, at the address below **no later than 4:00 p.m.** on the date specified. Late ITBs will not be accepted. ITBs must be submitted in a sealed envelope and addressed as follows:

County Clerk's Office
Newton County
115 Court Street
Newton, TX 75966

ITB# 2020-04 PRECINCT 4 COUNTY ROAD REPAIRS – CR 4212**Preparation of Bid/Offers**

Bid/Offers must be submitted on the forms provided in this package, in ink or typewritten. The bid/offer price sheet(s), the Certification sheet and the Contract sheet must be manually signed by an officer of the company having the authority to bind the firm into a contract. These sheets, together with any addendum receipt forms which may have been issued, must be enclosed in a sealed envelope marked with the bidder's company name, the bid/offer name, number and due date.

Items to be Furnished as Part of the Bid/Offer

1. Signed certification
2. Signed contact sheet
3. Signed and initialed bid/offer sheet
4. Initialed pages of special requirements and terms and conditions
5. Signed Bidder/Offerers Affirmation
6. Signed Bidder/Offerers SDNs/Blocked Persons Affirmation
7. Certificate of Insurance
8. Vendor Data Sheet
9. Addendum receipt forms (if applicable)
10. Samples, if required by Technical Specifications
11. References when required by Technical Specifications

Failure to provide these items may result in rejection of bid/offer.

Late Bid/Offers

Bids/Offers received in the County Clerk's Office after submission deadline will be considered void and unacceptable. Newton County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the County Clerk's Office shall be the official time of receipt.

Altering Bids/Offers

Bids/Offers cannot be altered or amended after submission deadline. Any interlineation, alterations or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Bid/Offer

Bidders offering substitutions shall state these by attachment as part of the bid/offer. Newton County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Bid/Offer

A bid/offer may not be withdrawn or canceled by the bidder without the permission of Newton County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and bidder so agrees upon submittal of their bid/offer.

Description

Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive not restrictive. It is used to indicate the type and quality desired. Bids/Offer on items of like quality will be considered. Bid must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be Net Thirty (30) Days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be bid. Invoices for installed equipment and software will not be paid prior to complete acceptance by Newton County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expenses or penalty) to delay a portion of the payment until the equipment is installed and functioning properly.

Contract Term

Award will be made to the lowest and best bid meeting specifications. Award of contract shall be as specified in Specifications/Statement of Work herein.

Pricing/Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Newton County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the bid/proposal. Bidder will incur any costs not explicitly included in the bid/proposal and/or mutually agreed to in writing by Newton County.

Reduction in Price

If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Newton County.

Price Increase

A price redetermination may be considered by Newton County only after six (6) months of the contract period has elapsed, and request for same shall be substantiated in writing addressed to the County Auditor. Awarded vendor must provide supporting documentation (i.e., increase in manufacturers direct cost, etc.) with request for price increase. Newton County reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

Contract Obligations

This bid, submitted documents and any negotiations, when properly accepted by Newton County, shall constitute a Contract equally binding between the successful bidder and Newton County. The selected bidder will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any contracts.

The bidder's response may be incorporated into any Contract which results from this ITB, therefore, bidders are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure by the bidder to meet such claims will result in a requirement that the bidder provide resources necessary to meet submitted claims and/or breach of Contract.

NEWTON COUNTY, TEXAS STANDARD TERMS AND CONDITIONS

FUNDING

Funds for payment have been provided through the Newton County budget approved by the Commissioners' Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Newton County fiscal year shall be subject to budget approval.

DELIVERY

Items ordered from this bid/offer may require delivery to various locations throughout Newton County, as may be specified in this bid/offer or at time of order. All delivery and freight charges (F.O.B. Newton County designated location) are to be included in the bid/offer price except as noted herein.

AWARD OF CONTRACT

Newton County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Newton County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.

Newton County hereby notifies Bidder/Offerer that pursuant to Texas Local Government Code §262.0276 Newton County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners' Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this contract may be terminated and payment withheld if awarded Bidder/Offerer becomes indebted to the County during the term of the Contract.

EQUAL EMPLOYMENT

All contracts will be awarded by Newton County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.

CONTRACT

The bid/offer, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by Newton County, shall constitute a Contract equally binding between the successful bidder and Newton County. No invoices will be paid prior to acceptance of Contract by Newton County. No different or additional terms will become a part of this Contract.

INTERLOCAL PARTICIPATION

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an interlocal agreement with Newton County.

It is further understood, that any other governmental entity that elects to use a Newton County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

DEFAULT OF BIDDER

If successful bidder defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next lowest bidder upon the approval of Commissioners' Court.

Bidder, in submitting this bid/offer, agrees that Newton County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

ADDENDA

Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Newton County Auditor's Office. Addenda will be mailed to all that are known to have received a copy of the bid/offer package and/or Contract. Bidders shall acknowledge receipt of all addenda.

SALES TAX

Newton County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

ETHICAL CONDUCT

The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or agent of Newton County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The bidder affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

A prospective bidder must affirmatively, demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Newton County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES

During an analysis of all bids/offers, Newton County may request bidder to supply a list of three (3) references to which like services or materials have been supplied by bidder. If requested, references should include name of firm, address, telephone number and name of representative.

INSURANCE

Prior to acceptance of contract by Newton County, the successful bidder must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

SILENCE OF SPECIFICATIONS

The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

INDEMNIFICATION

The successful bidder (herein after referred to as contractor), shall defend, indemnify, and save harmless Newton County and all its officers, agents, and employees from all suits actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law ordinance, order, or decree; or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

Further, Contractor indemnifies and will indemnify and save harmless Newton County from liability, claim or demand on their part, their agents, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Newton County growing out of such injury or damages.

Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

THIRD PARTY BENEFICIARY CLAUSE

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third-party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

PURCHASE ORDERS REQUIRED

All orders for materials or work must be authenticated by a purchase order issued by the Newton County Auditor's Office. Invoices not bearing a purchase order number will not be paid.

TESTING

All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the Newton County Auditor, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Newton County. The County reserves the right to immediately cancel any Contract found not to be in compliance with governing specifications as a result of testing by the County.

WAGES

Contractor shall pay or cause to be paid, without cost or expense to Newton County, all Social Security, Unemployment and Federal Income Withholding taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

TERMINATION OF CONTRACT

This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the Newton County Auditor. Newton County reserves the right to award cancelled Contract to next lowest and best bidder as it deems to be in the best interest of the County.

In the event of breach or default of this Contract, Newton County reserves the right to enforce the performance of this Contract in any manner described by law or deemed to be in the best interest of the County.

In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Newton County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.

DELIVERY OF NOTICES

Any notice provided by this Contract (or required by law) to be given to the Contractor by Newton county shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

DELIVERY TICKETS

Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Newton County purchase order number and descriptive information as to item and quantity delivered.

HAZARDOUS SUBSTANCES

State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDA must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

PAYMENT

Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of item(s) ordered, and receipt of a valid invoice in accordance with Article 601f Texas Revised Civil Statutes Annotated. Contractor is required to pay subcontractors within ten (10) days.

CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

DEFECTIVE MATERIALS

Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

WARRANTY

Contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached.

ASSIGNMENT

Contractor shall not sell, assign, transfer, or convey this Contract, in whole or in part, without the prior written consent of Newton County.

GOVERNING LAW

Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Newton County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Newton County District Attorney concerning any portion of these requirements.

DRAWINGS

All plans and specifications are hereby attached and made a part of this Contract.

RIGHT TO AUDIT

At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Newton County, and/or other Federal, State and local agencies which may have jurisdiction over this Contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful bidder's expense within two (2) weeks of written request.

BID BOND

When applicable, all offerers must submit, with bid/proposal, a cashier's check or certified check for at least five percent (5%) of the total bid/proposal price, if the bid/proposal exceeds \$100,000 in contract price or if the contract includes construction of public work. Such cashier's check shall be payable to the order of Newton County, or a Bid/Proposal Bond in the same amount issued by a surety, acceptable to Newton County, authorized to do business in the State of Texas, as a guaranty that the offerer will enter into a contract with Newton County (as outlined in the Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required. (See Package Checklist)

PERFORMANCE AND PAYMENT BONDS (Public Works Contract or as Required by Commissioner's Court)

In the event the total accepted bid/proposal price exceeds \$25,000 the successful offerer must provide to the office of the Newton County Auditor, a payment bond, and if the price exceeds \$100,000 the successful offerer must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Newton County reserves the right to accept or reject any surety company proposed by the offerer. In the event Newton County rejects the proposed surety company, the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Newton County. (See Package Checklist.)

APPLICABLE LAW

All applicable laws and regulations of the State of Texas and ordinances and regulations of Newton County shall apply.

COMPLIANCE WITH APPLICABLE LAWS

Offerer shall at all times observe and comply with all Federal, State, local and municipal ordinances, rules, regulations, relating to the provisions of the services contracted to be provided by offerer hereunder or which in any manner affect this Contract.

FORCE MAJEURE

Neither the County nor the successful offerer shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulations, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

SEVERABILITY

If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

QUANTITIES

Newton County requests purchase prices for the items identified in this bid/offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid/offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

Newton County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

PURCHASE FROM OTHER SOURCES

Newton County reserves the right to purchase goods and/or services specified herein, of equal or like kind, through contracts established by other governmental agencies or through separate procurement actions due to the unique or special needs of Newton County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the offerer and such action shall not invalidate in whole or in part this Contract or any rights or remedies Newton County may have hereunder.

**NEWTON COUNTY, TEXAS
BIDDER/OFFERER'S AFFIRMATION**

ITB# 2020-04 PRECINCT 4 COUNTY ROAD REPAIRS – CR 4212

This sheet must be completed, signed, and returned by Bidder/Offerer

Note: Failure to sign and return this form within ten (10) days of award may result in the termination of any resulting purchase order contract.

1. Bidder/Offerer affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer 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/offer.

2. Bidder/Offerer 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 15.1, et seq.

3. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offerer hereby affirms that Bidder/Offerer:
(Please check all that apply)

Does not own taxable property in Newton County.

Does not owe any ad valorem taxes to Newton County or is not otherwise indebted to Newton County.

If any additional information is required regarding these requirements, please contact the Newton County Auditor's Office PRIOR to execution.

Bidder/Offerer Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information

Where Incorporated _____ Charter Number _____

**NEWTON COUNTY, TEXAS
BIDDER/OFFERER'S SDNs/BLOCKED PERSONS
AFFIRMATION**

ITB# 2020-04 PRECINCT 4 COUNTY ROAD REPAIRS – CR 4212

This sheet must be completed, signed, and returned by Bidder/Offerer

Note: Failure to sign and return this form within ten (10) days of award may result in the termination of any resulting purchase order contract.

1. Pursuant to §2155.077 of the Texas Local Government Code, Bidder/Offerer hereby affirms that Bidder/Offerer:
(Please check all that apply)

Is not excluded from doing business at the Federal Level.

Is not listed as Specially Designated National (SDN)/Blocked Persons (individuals and companies owned or controlled by acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

If any additional information is required regarding these requirements, please contact the Newton County Auditor's Office PRIOR to execution.

Bidder/Offerer Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information

Where Incorporated _____ Charter Number _____

PROJECT # 33476

DESCRIPTION OF SCOPE OF WORK:

Flood Damage Repair

County Road 4212: (30.26852, -93.74384 30.26852, -93.43844)

Two Areas: 1) 220' x 20' Wide
 2) 60' x 20' Wide

A) Mill and Remove in both areas:

220' x 20' Wide x 12" depth and 60' x 20' Wide x 12" depth unsuitable material

B) Haul to site designated by Commissioner Thompson.

C) Furnish and install 10" asphalt stabilized base on both areas.

(1) 220' x 20' x 10" depth; (2) 60' x 20' x 10" depth

D) Cap both areas with 2" Hot mix type D Asphalt surface

