



INVITATION TO BID NO. 17-600-008
Wise County, Texas

BID TITLE: *Road Repair*

SEALED BIDS WILL BE RECEIVED UNTIL: *10:00 a.m. central time, Thursday, August 4, 2016*

RETURN BIDS TO:

*Wise County Asset Control Office
400 W Walnut, Decatur, or
P.O. Box 952, Decatur, TX 76234*

All bids must be submitted in a sealed envelope on the enclosed bid form and received on or before the time specified above. The bid envelope must have a return address in the upper left hand corner and the bid name and number in the lower left hand corner.

SCOPE

Wise County is now accepting formal sealed bids for a contract for Road Repairs as detailed below.

This contract will be effective from October 1, 2016 through September 30, 2017.

This contract may be canceled with 30 days written notification by either party to the other.

SPECIFICATIONS

It is the intent of these specifications to describe materials, equipment, and labor suitable for road repair of cracks on county roads throughout Wise County. County reserves the option to supply materials.

Any catalog, brand name, or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Bidders must state exactly what they intend to furnish. If bidder takes no exception to specifications or reference data, he will be required to furnish items as specified in the bid.

Vendor will provide necessary hot liquid asphalt product, equipment, and labor necessary to seal cracks on the county roads. County reserves the option to supply hot liquid asphalt product.

CLEANING AND SEALING JOINTS AND CRACKS(ASPHALT CONCRETE)

Clean and seal joints and cracks in asphalt concrete roadway surfaces.

Materials: Furnish sealant materials in accordance with TXDOT Item 300, "Asphalts, Oils, and Emulsions." Furnish an approved fine aggregate.

Equipment: Furnish equipment, tools, and machinery for proper prosecution of the work.

Hot Applied Sealants. Heat in a double-jacketed heater using a heat transfer oil so that no direct flame comes in contact with the shell of the vessel containing the sealing compound. Provide a heater capable of circulating and agitating the sealant during the heating process to achieve a uniform temperature rise and to maintain the desired temperature. Provide gauges to monitor the temperature of the vessel contents and to avoid overheating the material. Provide a heater equipped with a gear-driven asphalt pump with adequate pressure to dispense the sealant.

Work Methods. Clean and seal joints and cracks that are 1/16 in. or greater in width. When required, rout joints and cracks to the configuration shown on the plans. Clean joints and cracks with air blast cleaning or other acceptable methods to a depth of least twice the joint or crack width. Joints and cracks must be free of moisture before sealing. Dispose of materials removed as directed or approved. Apply sealing material with a pressure nozzle. Completely fill cracks and joints. Squeegee material to no more than 3 in. wide and 1/8 in. above the pavement surface. Prevent tracking with an application of fine aggregate as directed.

Measurement. This Item will be measured by the linear foot (of roadway), or gallon,

NOTE: This item is to repair cracks and is NOT intended to repair base failures. Any base failures will be reported to the Wise County Commissioner or his designated representative.

All work will be done at the direction of the Commissioner or his designee.

Bills should be computed daily and invoices turned in at least weekly showing hours worked, location of job and any other information requested by the County. All invoices must be detailed to include Precinct, County Road, and Dates/Hours worked.

ESTIMATED QUANTITIES

Because Wise County's needs are seasonal in nature, it is not feasible to offer prospective bidders estimated quantities needed during the year. Wise County will in no way be bound to purchase any predetermined amounts under this contract. All purchases will be based on the county's actual needs.

INSURANCE

A certificate of insurance shall be filed with Wise County prior to commencement of any work under this contract, naming Wise County as an additional insured with regard to this contract and evidencing insurance coverage of limits not less than the following (equivalent to Devon Energy requirements):

General Liability- 100,000-300,000 each accident

Property Damage-100,000 each person-100,000 each accident

Insurance Limits Disclosure: SPECIAL NOTE: See Exhibit A for Texas Worker's Compensation statement.

A certificate of insurance shall be filed with Wise County Asset Control prior to commencement of any work under this contract, naming Wise County as an additional insured with regard to this contract and evidencing insurance coverage of limits not less than the following:

Worker's Compensation - Providing for payment for benefits as specified by the Worker's Compensation Law of the State of Texas.

The successful contractor shall indemnify and save harmless Wise County, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage loss of expense (a) is attributable to bodily injury to or destruction of tangible property including the loss of use resulting there from, and

(b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder.

Any and all such claims against any party indemnified hereunder by any employee of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

Please see exhibit A

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 01, 1994 and **this does affect your bid on this project.**

The TWCC has stated that it is aware that statutory requirements for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. **This affects both of us on this contract.**

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. **This affects your subcontractors.**

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the Law does not establish".

Therefore, the County should not experience any increase in cost because of the Need to comply with the Texas Workers' Compensation laws.

Additional questions may be addressed to the Texas Workers' Compensation Commission, Southfield Building, 4000 S. IH-35, Austin, Texas, 78704, 512-440-3618.

Successful bidder **MUST** provide the Wise County Asset Control with certificates of insurance; as such certificates become available, certifying that necessary coverage's are kept in force throughout the life of this contract. **Failure to comply with this stipulation will result in immediate cancellation of this contract. IF CLAIMING SOLE PROPRIETOR EXEMPTION FOR WORKERS COMPENSATION, STATEMENT OF SUCH MUST BE SUBMITTED IN LIEU OF INSURANCE.** Statement must include legal reference for the exemption and be signed by the bidder.

The successful contractor shall indemnify and save harmless Wise County, its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of and resulting from the performance of the work provided that any such claim, damage, loss of expenses. (a) attributable to bodily injury to or destruction of tangible property, including the loss of use, resulting there from. (b) The contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder.

Any and all such claims against any party indemnified hereunder by any employee of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The indemnification obligation herein provided shall not be limited in any way by any benefits payable by or for the contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. Successful bidder (s) MUST provide Wise County with certificates of insurance; as such certificates become available, certifying that necessary coverage is kept in force throughout the life of this contract. Failure to comply with this stipulation will result in immediate cancellation of this contract.

GENERAL CONTRACT TERMS AND CONDITIONS

The contract price for this service must include all ancillary costs associated with the service.

The bidder reserves the right to charge any price desired as long as it does not exceed the bid price.

All invoices will be paid on a net 30 basis. No late fees or interest charges are to be assessed against the county.

Invoices must show the address and department where the service was required and the bid number. Each department/precinct must be invoiced separately.

Invoices must be sent to:

Wise County Auditor's Office
P.O. Box 899
Decatur, TX 76234
940-627-5744

Funds for payment on this contract have been provided through the Wise County budget approved by Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligations 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 Wise County fiscal year shall be subject to budget approval. The fiscal year for the County extends from October 1st of each calendar year to September 30th of the next calendar year.

The bidder must provide unit prices and if a conflict between the unit price and total price exist, the unit price shall govern. Unit prices quoted shall remain firm for the period of the contract and shall include the cost of installation, shipping, and delivery of item to the designated point unless pickup is required and stated in the bid and shall not include Federal or State of Texas sales, excise and use taxes.

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed and have satisfied themselves of matters that may be incidental to the work before submitting a bid.

Bidders must submit their bids on the attached forms and they must be originally signed.

Bids not submitted on these forms will be summarily disqualified. **NO 3 RING BINDERS**

Faxed or emailed bids will not be accepted.

By submitting and signing the attached bid forms, each bidder is indicating that he has read and understood the instructions, terms, conditions, specifications, and invitation to bid and agrees to comply with and be bound by its precepts. Submission of a bid form shall constitute an offer on such terms that shall remain open and irrevocable until such time as a bid submitted on same has been accepted by the Commissioners' Court of Wise County, Texas. Acceptance of same by the Court shall create a contract between the parties based upon the instructions, terms, conditions, specifications, invitation to bid, and the bid forms. **Award notice will include information on form 1295 disclosure that must be completed and returned prior to any bid award being considered final, contract being signed by Wise County, any Purchase Order being issued by Wise County, or any notice to proceed with work being issued by Wise County. Wise County cannot advise on the form 1295. As this is a new law and form, if you have questions, the Texas Ethics Commission implemented the law and generated the form so we would suggest calling them at 512-463-5800 or <https://www.ethics.state.tx.us>.**

Continuing non-performance of the vendor in terms of specifications shall be basis for termination of the contract by Wise County. Wise County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. However, this shall in no way be construed as negating the basis for non-performance termination.

A Conflict of Interest Questionnaire and explanation has been included with this bid packet. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, or agent who is subject to the laws filing requirements. If you are required to file a Conflict of Interest Questionnaire, the original signed questionnaire should be filed with the County Clerk's Office. **DO NOT INCLUDE THIS FORM WITH THE BID PACKET. IT WILL NOT BE FILED BY ASSET CONTROL.**

Wise County Clerk
P.O. Box 359
200 N Trinity
Decatur, TX 76234
940-627-3351

The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, delivery time, and the overall cost to Wise County. Wise County reserves the right to consider deviations from these specifications. All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Wise County Commissioners' Court reserves the

right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Award, if any, will be made to the responsible bidder(s) submitting the lowest and/or best bid price(s) for the item(s) as specified and meeting all the requirements of the invitation to bid. All information required by the bid form must be furnished. To be determined will not be considered an answer. It should be understood by all bidders that Wise County reserves the right to reject bid submissions that do not meet the requirements of the invitation to bid and that do not contain all of the documentation detailed below.

1. Bid form completed in its entirety and originally signed
2. Affidavit

Wise County reserves the right to accept and/or reject any and all bids or proposals for any reason whatsoever.

Wise County reserves the right to waive any minor technicalities.

ADDITIONAL NOTICE TO BIDDERS

BY RESOLUTION PASSED ON FEBRUARY 23, 2004, THE WISE COUNTY COMMISSIONERS' COURT RESERVES THE RIGHT TO REFUSE TO CONSIDER ANY BID SUBMITTED BY ANY PERSON OR ENTITY THAT IS CURRENTLY INDEBTED TO WISE COUNTY.

APPLICABLE DATES AND TIMES

The bids will be received in the Wise County Asset Control Office at 400 W Walnut in Decatur, Texas, until 10:00 a.m. central time, Thursday, August 4, 2016.

The Wise County Asset Control Office will date and time receive stamp all bids upon their receipt.

The County assumes no responsibility for the timely delivery of any bid by anyone or any entity.

Those bids that come in after the above mentioned time will be summarily disqualified and will be left unopened unless it is necessary to open the bid envelope to return a bid bond or check.

No modifications may be made to bids after the time set for the bid opening. Bids may be withdrawn up to, but not after, the time set for bid opening.

The bids will be opened and publicly read in the County Asset Control Office at 10:00 a.m. central time, Thursday, August 4, 2016.

Bids will be considered for award in Wise County Commissioners' Court at the next regularly scheduled Commissioners' Court at the location posted on the agenda. All bidders are encouraged to be present at the bid opening and the bid awarding to defend and answer questions about their bid.

If due to inclement weather or any reason beyond our control the Asset Control Office is closed on the scheduled bid opening date or time, the bid opening date and time will be the same time on the first day the office is reopened for business. Should this be after the original Commissioners' Court date set for award, the award will be considered in the next scheduled Commissioners' Court after the opening.

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an addendum of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Receipt of all addenda must be acknowledged by the bidder by signing and returning the addenda with the bid. All addenda will be bound with and made a part of the contract documents. Oral explanations or instructions given before the award of the contract will not be binding. Written requests shall be emailed to: Diana Alexander at Diana.alexander@co.wise.tx.us.

TITLE

The bid must be submitted in a sealed envelope with the following written on the outside lower left-hand corner of the envelope

“ROAD REPAIR, BID NO. 17-600-008”

The bid envelope must also have the bidder's complete return address in the upper left-hand corner of the outside of the envelope.

WISE COUNTY, TEXAS
ROAD REPAIR
BID NO. 17-600-008

Bidder's Name: SPI Asphalt, LLC.

Address: 8565 Thompson Rd. Justin, TX 76247

Mailing Address: 8565 Thompson Rd.

City/State/Zip: Justin, TX 76247

Phone Number: () (940) 393-3829 Fax Number: () _____

Person to Contact: Anthony Hogan

Email andy@spipaving.com

Labor and Equipment:

Price per hour \$150.00 Price per 8 hr day \$1200.00 Price per 10 hr day \$1650.00

Minimum hours to be billed per day 4

Price per hour includes only labor and equipment. Materials to be billed separately if provided by vendor.

Materials(Hot Liquid Asphalt)

Price per gallon \$3.00

Minimum gallons 500

Price per gallon includes only materials. County reserves the option to provide the materials.

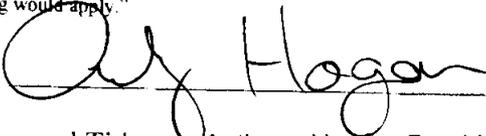
Purchase Price must include any and all charges. Any extraneous fees or charges that will or may be invoiced to the County must be disclosed on this form. This includes, but is not limited to freight, fuel or travel surcharges, overtime rate, etc.

Should other Governmental Entities located within Wise County decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes No

If you, the Bidder, checked yes, the following will apply:

"Governmental Entity's located within Wise County utilizing Inter-Governmental Contracts with Wise County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entity's other than Wise County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Wise County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/services as needed. The Vendor agrees that all terms, conditions, specifications, and pricing would apply."

Signature: 

Typed Name and Title: Anthony Hogan- President

Date: 8-1-2016

Bid: Road Repair, 17-600-008

STATE OF TEXAS (

COUNTY OF WISE (

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Anthony Hogan known to me to be the person whose name is subscribed to the following, who, after having first duly sworn, upon oath, did depose and say:

That the foregoing bid submitted by SPI Asphalt, LLC. hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. 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. The contents of this bid as to prices, 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.

I am the affiant in the above-mentioned bid. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

Name and Address of Bidder:

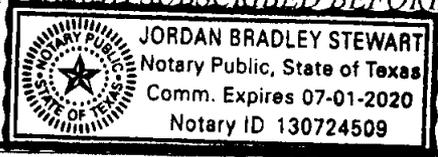
Bidder: SPI Asphalt, LLC.
Signed by: Anthony Hogan
Address: 8565 Thompson Rd. Justin, TX 76247
Telephone: (940) 393-3829 Date: 8-2-2016

Anthony Hogan
Affiant

Name: Anthony Hogan

Title: President

SWORN TO AND SUBSCRIBED BEFORE ME THIS 2nd day of August, 2016.



Jordan Stewart
Notary Public in and for the State of Texas

Exhibit A

TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entities employees providing services on a project for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by Wise County.

Persons providing services on the project ("subcontractor" in Section 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity, which furnishes persons to provide services on the project. "Services" does not include activities unrelated to the project such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

B. The contractor shall provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.

C. The contractor must provide a certificate of coverage to Wise County prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Wise County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to Wise County:

- (1) a certificate of coverage, prior to that person beginning work on a project, so Wise County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify Wise County in writing by certified mail or personal delivery within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project.

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(4) obtain from each other person with whom it contracts, and provide to the contractor:

a. a certificate of coverage, prior to the other person beginning work on the project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter.

(6) notify Wise County in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts to perform as required by paragraphs (1) through (7), with the certificates of coverage to be provided to the person for whom they are providing services

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Wise County that all employees of the contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles Wise County to declare void if the contractor does not remedy the breach within ten days after the receipt of notice of breach from Wise County.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-100782

Date Filed:
08/17/2016

Date Acknowledged:
8-29-16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SPI Asphalt, LLC
Justin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wise County

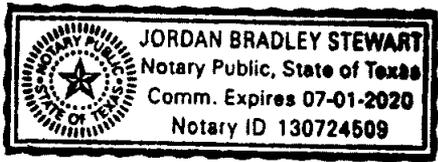
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

17-600-008
Asphalt repair services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Anthony Hogan
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Anthony Hogan, this the August day of 17, 2016, to certify which, witness my hand and seal of office.

Jordan Stewart Signature of officer administering oath
Jordan Stewart Printed name of officer administering oath
Secretary Title of officer administering oath