

# Tex-Sun

**Window Tinting**  
Proposal

830-315-2120

NAME <u>Tony Lombardi</u>	DATE <u>10-31-23</u>
ADDRESS <u>191 Airport Rd.</u>	
CITY, STATE, ZIP <u>Fredericksburg, TX</u>	
DESCRIPTION: <u>Window Tint Estimate</u> <u>for office windows (20 panes)</u> <u>plus front lobby</u>	
FILM INFORMATION: <u>Madico DL20</u>	
PRICE:	
TAX:	
TOTAL:	<u>\$2,460.00</u>

Proposal Valid for 30 Days  
Deposit of 30% required at agreement of proposal

Customer X \_\_\_\_\_ Date 10-31-23

Tex-Sun X Brett + Angie Rodriguez



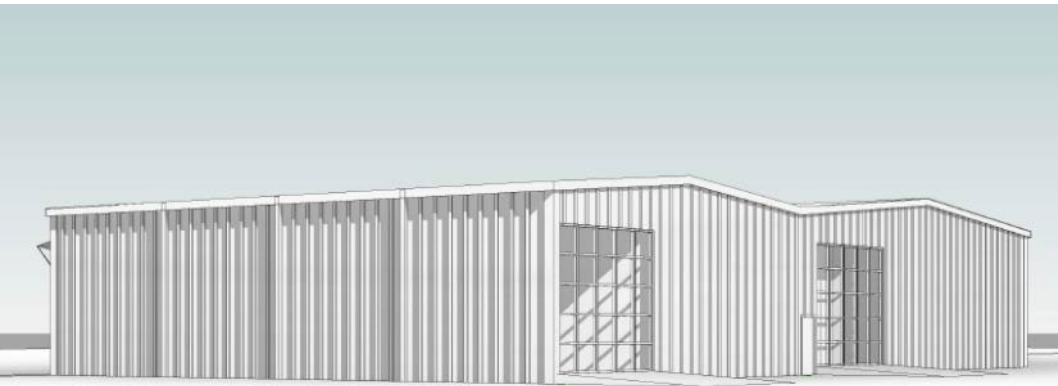
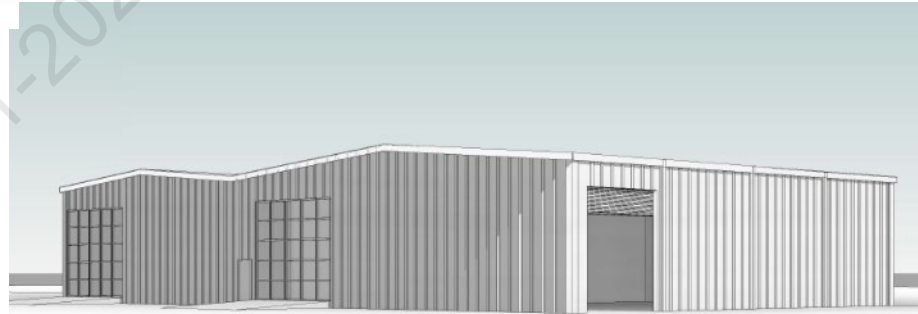
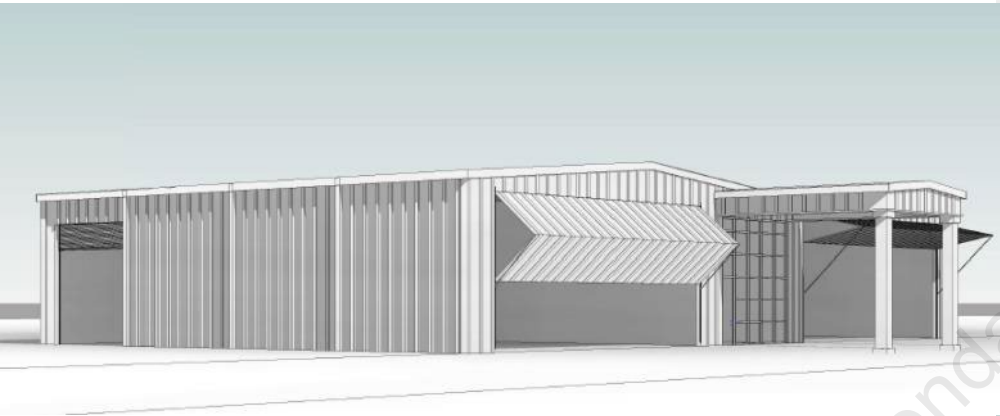
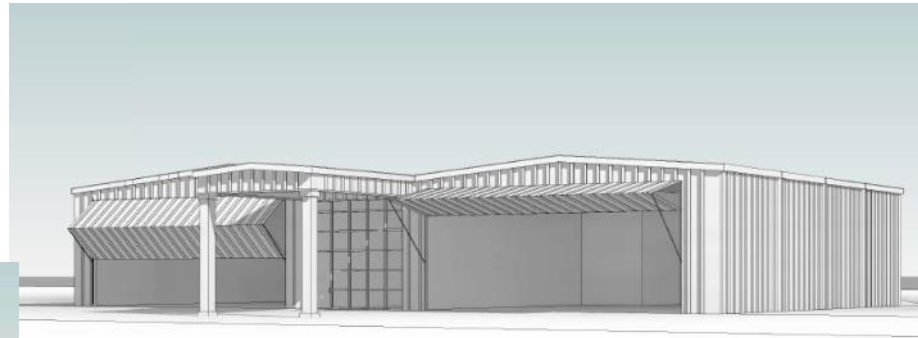
# Tac Aero's request to modify exterior



**The primary objective is to enhance the visual appeal of the building through these enhancements.**



# 3D Renderings



Public Agenda Packet  
12-11-2023







# Tac Aero Comments

- Furthermore, aside from addressing the coverings and entrances, our proposal includes:
  - Installing of parking lines to designate parking spaces.
  - Installing a privacy screen designed to conceal the existing propane tanks and A/C units.
  - Repainting the exterior

**Variance Request for 216 Hamilton Lane (PID 180639)**

**Requestor:**

Trey Garrett  
Realtor | Auctioneer  
580.369.8689

**Request:**

Request for variance to Gillespie Subdivision and Manufactured Home Rental Community Regulation Article 4, Section 4.1(L)(4)(d)(ii) regarding minimum lot size.

*"...(ii) Minimum lot sizes are established as follows: (1) three (3) acres for lots where individual water wells are planned to be the primary source of potable water..."*

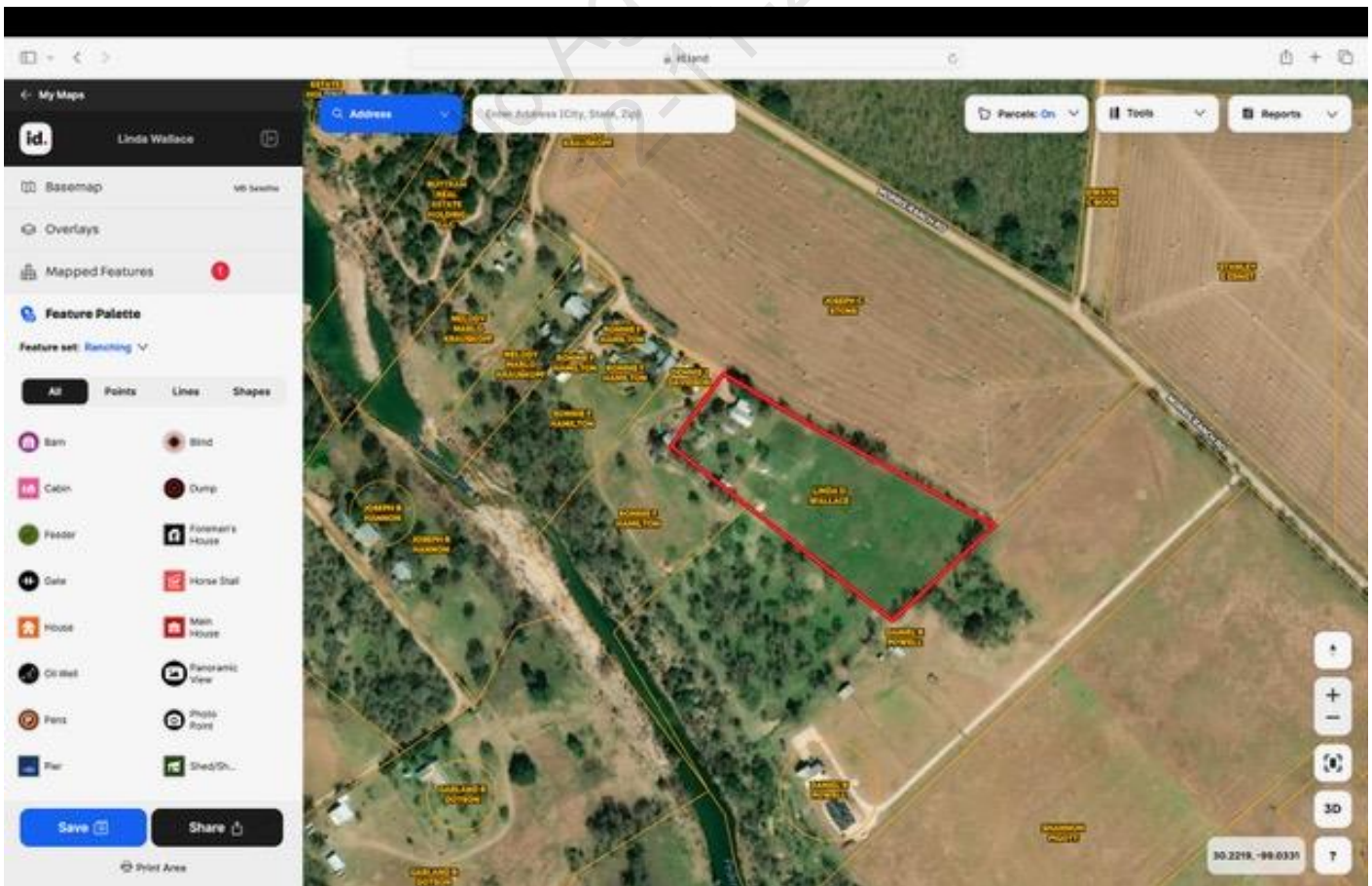
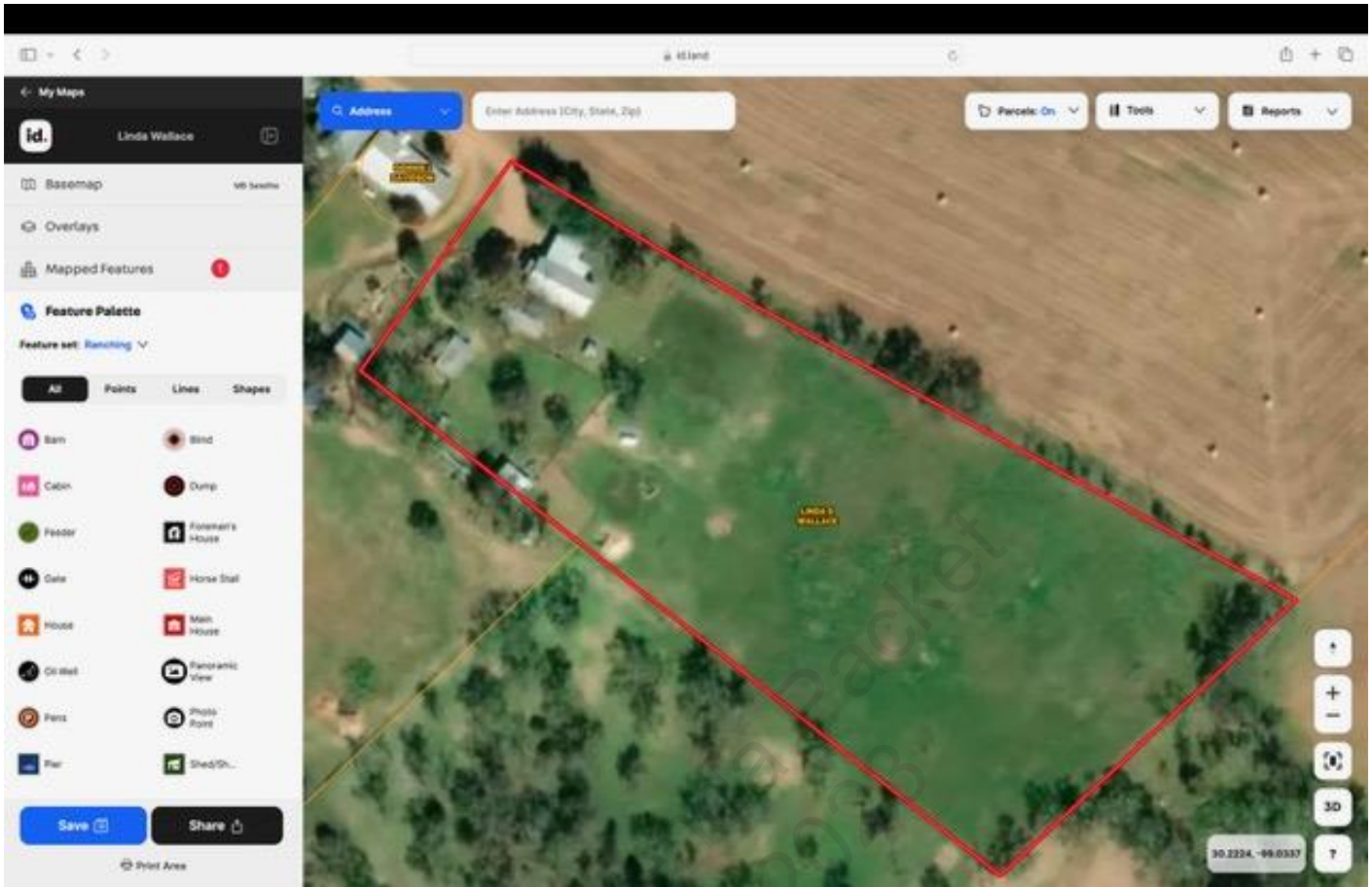
**Justification:**

We would like to request a variance from the county ordinance to be able to split off approximately 3 acres from the existing 4.27 acre tract to be sold to the adjoining neighbor. This would leave approximately 1.18 acres with the 1996 mobile home.

The variance would provide the sellers with a prompt sale of the property to the neighbor that joins them and allow him to expand his property lines. This would also allow us to market the remainder of the land with the double wide at a lower price making it more appealing to a single family type buyer. Selling the home to a single family buyer would have minimal impact on the single lane access to the property that multiple neighbors travel down daily as well. Regarding the access to the property the concerns are safety, maintenance, and traffic.

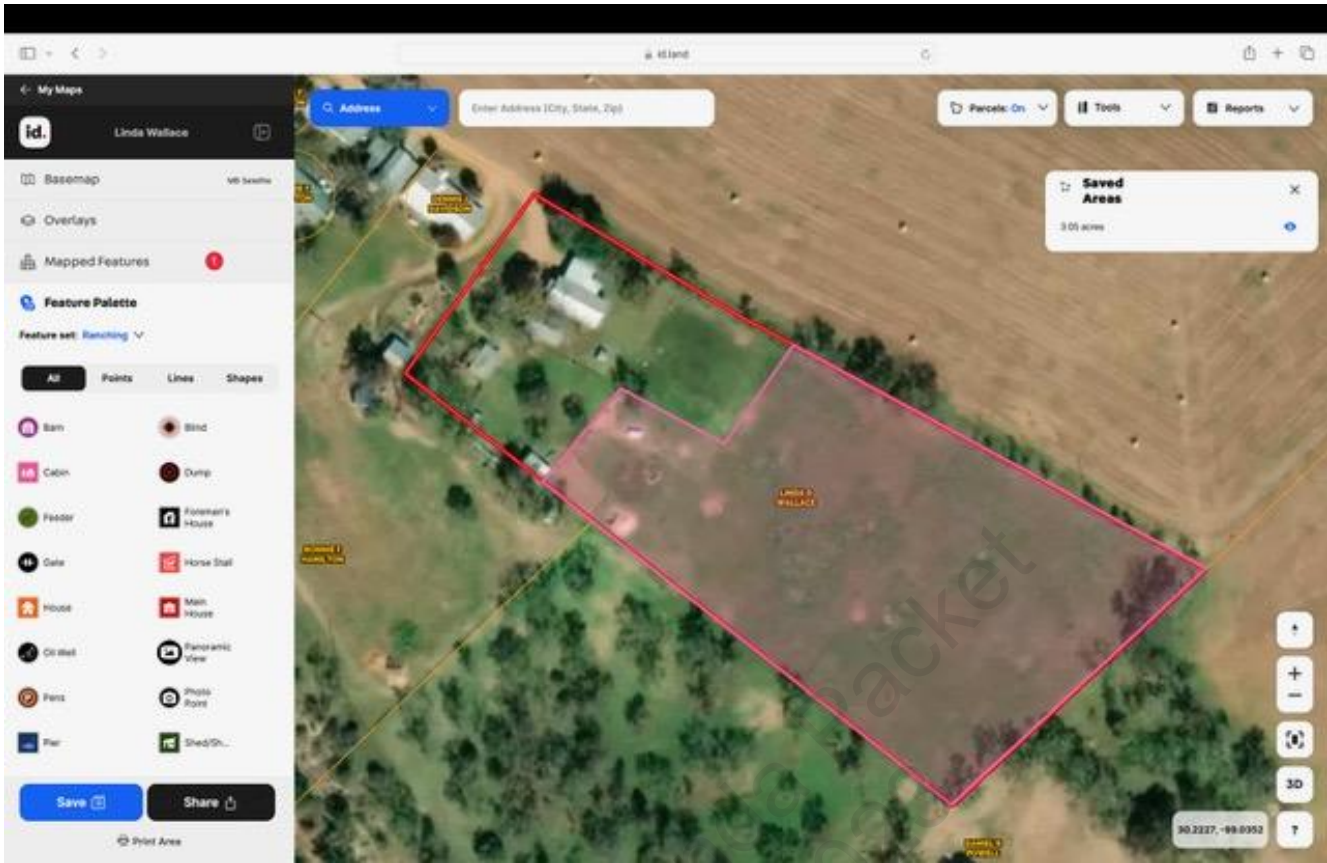
The drain field for the septic system will not be cut off by the new property lines and the water well would be 92 feet away from the new property lines.

Existing Property Lines:

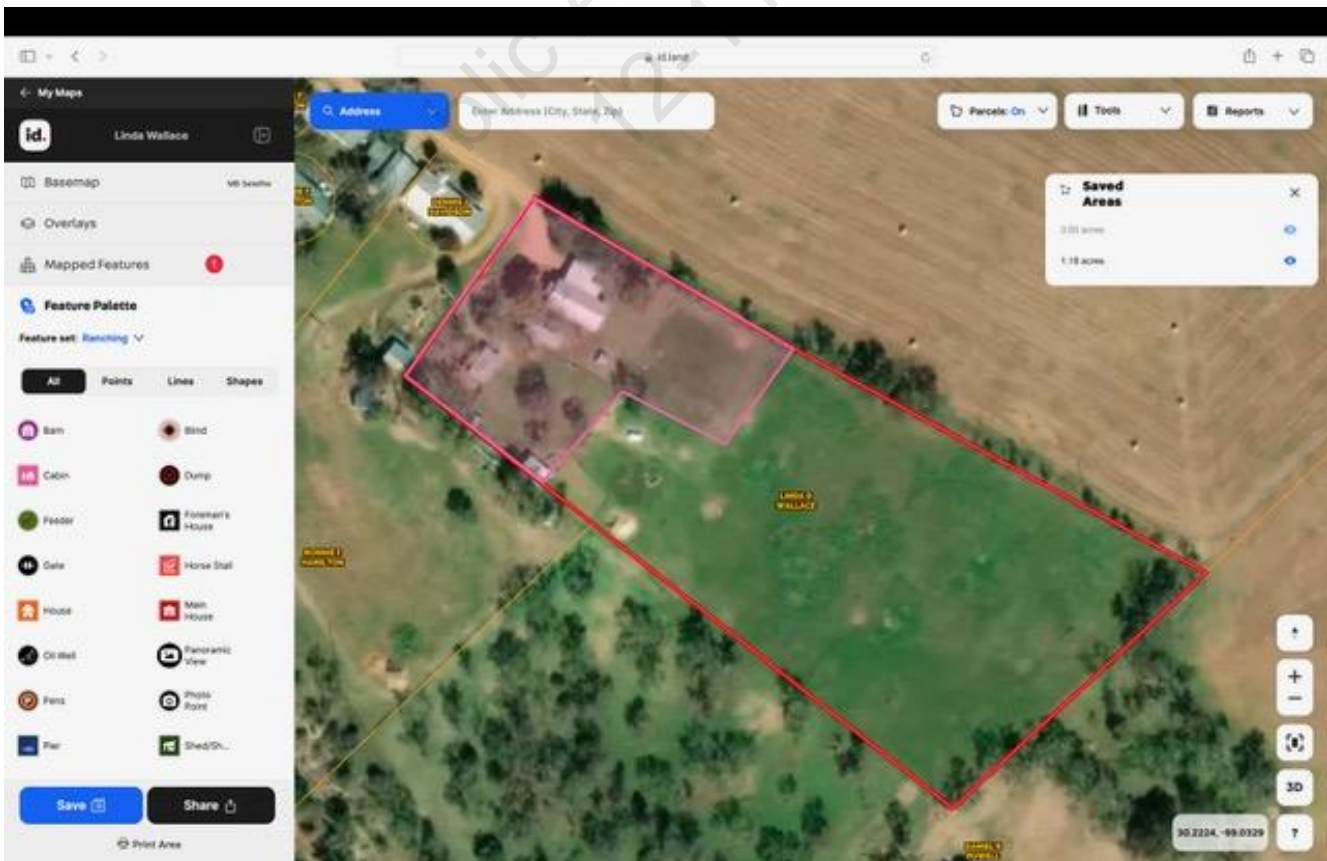




New property lines shown in pink that Mr. Shepard intends on buying. Approximately 3.05 acres.



Property lines shaded in pink showing the remaining acreage approximately 1.18 acres. The sellers would intend on marketing and selling the remaining acreage as well.



# Memo

**To:** Commissioners Court  
**From:** Kelli Olfers  
**cc:** Clinton Bailey  
**Date:** December 4, 2023  
**Re:** Gillespie County Health Board Appointments

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**Summary:**

Currently there are two positions that need to be filled on the Gillespie County Health Board. These two positions start in January 2024 and expire in December 2026.

**Recommendation:**

It is recommended that Commissioners Court approves Stephanie Oris, Wesley Health Nurse, and reappoint Amy Montgomery, RN for another term.

**Background / Analysis:**

The Gillespie County Health Board is a county board that advises the City Council and Commissioners Court on items dealing with the general health and safety of Gillespie County residents.

## City of Fredericksburg Boards and Commissions Requirements

*If you are interested in serving on a Board or Commission with requirements, please check those requirements that pertain to you and submit this form along with your application.*

### 1. Board of Adjustments

No special requirements.

### 2. Economic Development Commission

No special requirements.

### 3. Fredericksburg Convention and Visitor Bureau

No special requirements.

### 4. Gillespie County Public Health Board

Resident of Gillespie County or have worked in Gillespie County for at least one year prior to selection.

### 5. Historic Review Board

A resident of the City who is qualified to vote in the City elections.

A resident of Gillespie County, Texas, who owns real property located within the City's historic district or which is designated a historic landmark, and who is qualified to vote in Gillespie County elections.

Gillespie County Historical Society or Gillespie County Historical Commission member.

Reside in or own a historical landmark, or reside in or own property within the historic district.

License, degree, or professional experience in the field of architecture, architectural history, history, historic preservation or historic restoration.

### 6. Market Square Redevelopment Commission

City resident

### 7. Planning and Zoning Commission

City resident

Taxpayer

Qualified voter of the City

### Additional Requirements:

In addition to participating in monthly meetings, members will complete training annually on open meetings and ethics.

Prior to meetings, members should prepare by reviewing the agenda packet, visiting affected properties if needed, and researching the project or ordinance. This will take approximately 1 to 2 hours per month.

To: Commissioner Keith Kramer, Pct. 2

From: L. Wayne Wells, P.E.

Date: November 28, 2023

Reference: Release of Surety for Grading, Paving and Drainage in Loma Vista  
Subdivision, Phase 3

I performed a Final Inspection of the paving, grading, and drainage on the above improvements. These items have been satisfactorily completed for this phase. It is, therefore, my recommendation that the bond, # 0814611, furnished by the Developer for Loma Vista Subdivision, Phase 3 paving, grading and drainage for the project, be released.

If you have any questions, please feel free to contact me on my cell at (830) 998-0163.

Respectfully,

*L. Wayne Wells, P.E.*



L. Wayne Wells, P. E.

Gillespie County Subdivision Compliance Inspector

Gillespie County Contract Consultant

dba: L. Wayne Wells, P.E., Consulting Civil Engineer, Firm # F-7498

## ADVERTISEMENT FOR BID

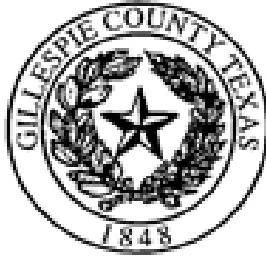
Sealed Bids for supply of (1) Aggregate and Flexible Base, (2) Emulsified Asphalt, (3) Cold Mix Lay Asphalt, (4) Concrete, (5) Fuel with Bobtail Delivery, and (6) Transportation and Delivery Services (Product from Other Entity) will be received by the Gillespie County Engineering Department, Attention: Melissa Eckert, at 101 W Main Street, Fredericksburg, TX 78624 until **2:00pm local time on Wednesday, January 17, 2024**, at which time the Bids received will be publicly opened and read aloud. Bids received after this time will be returned unopened.

Bidders may examine the Bid Documents at the Gillespie County Courthouse M-F between 9am – 3pm. Bid Documents may also be viewed or downloaded free of charge from [https://www.gillespiecounty.org/page/BID\\_Information](https://www.gillespiecounty.org/page/BID_Information) or <https://www.civcastusa.com>, **Project ID “2024 Gillespie County Road Material Supplies”**. It is the bidder’s responsibility to determine that a complete set of documents is received. Gillespie County is not responsible for full or partial sets of Bidding Documents, including Addenda, obtained from other sources.

Gillespie County reserves the right to reject any or all bids or waive any informalities in the bidding.

All technical questions shall be submitted via <https://www.civcastusa.com>. The deadline for questions is 5:00pm local time on Friday, January 12, 2024. Answers to all written questions received prior to the deadline will be posted to <https://www.civcastusa.com> on Tuesday, January 16, 2024.

Publish on:  
December 20, 2023  
January 3, 2023  
January 10, 2023



# GILLESPIE COUNTY, TEXAS

## BID PACKAGE FOR AGGREGATE AND FLEXIBLE BASE MATERIAL

January 2024

Gillespie County Engineering Department  
Gillespie County Courthouse  
Room 106B  
101 W Main Street  
Fredericksburg, TX 78624  
(830) 307 – 6196

GILLESPIE COUNTY  
 PROJECT: AGGREGATE AND FLEXIBLE BASE MATERIAL 2024

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GILLESPIE COUNTY  
PROJECT: AGGREGATE AND FLEXIBLE BASE MATERIAL 2024

**INSTRUCTIONS/TERMS OF CONTRACT**

The Commissioner's Court will receive bids for AGGREGATE AND FLEXIBLE BASE MATERIAL.

TO PROVIDE an annual contract for the time period January 2024 – December 2024.

IT IS UNDERSTOOD that the Commissioner's Court of Gillespie County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services as covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Gillespie County.

BIDS MUST BE submitted on the attached forms. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract. Each bid shall be marked clearly on the outside of the envelope "PROJECT: AGGREGATE AND FLEXIBLE BASE MATERIAL." Facsimile transmittals shall not be accepted.

Sealed bids shall be submitted to:

Gillespie County Engineering Department  
Attention: Melissa Eckert  
101 W Main Street  
Fredericksburg, TX 78624.

Sealed bids shall be received no later than **2:00pm local time on Wednesday, January 17, 2024**, at which time the Bids received will be publicly opened and read aloud. Bids received after this time will be returned unopened.

Public Agenda Packet  
12-11-2023



GILLESPIE COUNTY  
PROJECT: AGGREGATE AND FLEXIBLE BASE MATERIAL 2024

**GENERAL INFORMATION**

(A) GENERAL

Any questions concerning these bid documents shall be directed to the Engineer's office at (830) 307-6196.

(B) FUNDING

Funds for payment have been provided through the Gillespie County budget approved by the Commissioners' Court for this 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 Gillespie County fiscal year shall be subject to budget approval.

(C) LATE BIDS

Bids received in the County Engineer's office after the submission deadline stated in the instructions/terms of contract shall be returned unopened and will be considered void and unacceptable. Gillespie County is not responsible for lateness of mail, carrier, etc. Each bid received will be marked by the Engineer's office upon delivery with the official time/date of receipt.

(D) ALTERING BIDS

Bids cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity. Bids that are altered must be returned to the Engineer's office in accordance with the stated instructions/terms of contract.

(E) WITHDRAWAL OF BIDS

A bid may not be withdrawn or canceled by the bidder for a period of thirty (30) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

(F) SALES TAX

Gillespie County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

(G) BID AWARD

Gillespie County reserves the right to award the bid as a lump sum or unit price as it is deemed to be in the best interest of the County. Pursuant to Local Government Code Section 262.027(e), Gillespie County, in determining the lowest and best bid for a contract, will consider the cost incurred by the County to deliver or haul material from the bidder's pickup and delivery locations. Commissioners Court may, in the best interest of the County, award contracts to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

(H) CONTRACT

This bid, when properly accepted by Gillespie County, shall constitute a contract equally binding between the successful bidder and Gillespie County. No different or additional terms will become part of this contract unless a change order is executed by both parties.

GILLESPIE COUNTY  
PROJECT: AGGREGATE AND FLEXIBLE BASE MATERIAL 2024

(I) CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract shall be made in writing and coordinated with the Precinct Commissioner. A copy of the approved change order must be submitted to the County Auditor's office.

(J) DELIVERY

All delivery and freight charges are to be included in the bid price. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

The Bidder shall state the number of days required to place product at the County's designated location. Failure to state delivery time may cause bid to be rejected.

All orders must be confirmed in writing to the County on same day of order. Failure to confirm the order in writing may cause delivery to be rejected. Successful bidder shall give written notice to the Engineer's office immediately when the delivery schedule cannot be met.

(K) CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

(L) ETHICS

The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Gillespie County.

(M) EXCEPTIONS/SUBSTITUTIONS

All bids meeting the intent of these bidding documents 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 the County shall hold the bidder responsible to perform in strict accordance with the specifications of these bidding documents. Gillespie County Commissioners Court reserves the right to accept or reject any and/or all/none of the exception(s) or substitution(s) deemed to be in the best interest of the County.

(N) ADDENDA

Any interpretations, corrections or changes to these bidding documents will be made by addenda. The sole issuing authority of addenda shall be vested in the Gillespie County Engineer's office.

Addenda will be posted to the county's website at [https://www.gillespiecounty.org/page/BID\\_Information](https://www.gillespiecounty.org/page/BID_Information) and <https://www.civcastusa.com>. Bidders shall acknowledge receipt of all addenda.

(O) LAWS

The bid must comply with all federal, state, county and local laws.

GILLESPIE COUNTY  
PROJECT: AGGREGATE AND FLEXIBLE BASE MATERIAL 2024

(P) MATERIALS AND WORKMANSHIP

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

(Q) MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

A prospective bidder must affirmatively demonstrate their 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.

Gillespie County may request representation, references, and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

(R) DOCUMENTATION REQUIREMENT

The bidder shall provide with this bid response all documentation required by these bidding documents. Failure to provide this information may result in rejection of bid.

(S) INDEMNIFICATION

Successful bidder shall defend, indemnify and save harmless Gillespie 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 received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The successful bidder shall pay for any judgment with cost, which may be obtained against Gillespie County growing out of such injury or damages.

(T) TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, delivery/completion of work and/or services ordered is accepted, or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Gillespie County reserves the right to award the canceled contract to the next best bidder as it deems to be in the best interest of the County.

(U) TERMINATION FOR DEFAULT

Gillespie County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Gillespie County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) Meet delivery or completion schedules, or 2.) Otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

GILLESPIE COUNTY  
PROJECT: AGGREGATE AND FLEXIBLE BASE MATERIAL 2024

(V) TESTING

Testing may be performed at the request of Gillespie County, by an agent so designated, without expense to Gillespie County.

(W) PATENTS/COPYRIGHTS

The successful bidder agrees to protect Gillespie County from claims involving infringements of patents and/or copyrights.

(X) SHIPPING DOCUMENTS

Packing slips or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, and (c) descriptive information as to the product delivered, including product code, item number, quantity, number of containers, etc.

(Y) INVOICES

Invoices shall show all information as stated above and shall be mailed directly to the Gillespie County Auditor, 101 W. Main, Unit #4, Fredericksburg, TX 78624.

(Z) PAYMENTS

Payments will be made upon receipt of a valid and substantiated invoice, in accordance with the State of Texas Prompt Payment Act, Article 601fV.T.C.S. The successful bidder(s) is required to pay subcontractors within ten (10) days of receipt of their payment. Under the provisions of Section 154.045 of the Local Government Code, the County may not draw a warrant on a county fund if the payee of the warrant has an outstanding debt due the County. Therefore, the County may not pay successful bidder(s) unless all county taxes are in a current paid status.

(AA) PRODUCT

Aggregate and Flexible Base supplied under this contract shall be subject to the County's approval. Aggregate shall be washed and free of dust. Flexible Base shall be uncontaminated and of uniform quality. All material shall be of the same quality that is provided to TxDOT under "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges", Texas Department of Transportation, Item 247 and Item 302, (2014). **Material found defective or not meeting specifications shall be picked up and replaced by the successful bidder within 5 business days after notification at no expense to the County. If the material is not picked up within 5 business days, the material will become a donation to the County.**

(BB) SAMPLES

When requested, samples shall be furnished free of expense to Gillespie County.

(CC) WARRANTY

The successful bidder shall warrant that all products 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.

GILLESPIE COUNTY  
PROJECT: AGGREGATE AND FLEXIBLE BASE MATERIAL 2024

(DD) REMEDIES

The successful bidder and Gillespie County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

(EE) VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Gillespie County.

(FF) ASSIGNMENT

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Gillespie County.

(GG) SILENCE OF SPECIFICATION

The apparent silence of these specifications as to any detail, or the apparent omission from it, 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.

(HH) INSURANCE

The bidder shall provide insurance certificates with the bid submission showing evidence of the following coverage that would be in force throughout the term of the contract.

1. Workers' Compensation in accordance with State Territorial Workers' Compensation Laws;
2. Employers' Liability Insurance;
3. Public liability and property damage insurance including independent contractor's liability, covering but not limited to, the liability assumed in the indemnification provisions (as specified in these bidding documents) fully insuring contractor's and/or subcontractor's liability for injury to, or death of county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined coverage for each occurrence of \$500,000.
4. Comprehensive automobile and truck liability insurance to include coverage of owned, hired and non-owned vehicles with minimum limits of \$300,000 each occurrence for bodily injury and \$100,000 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

**The successful bidder shall furnish an endorsement to each policy prior to starting work.** A notice shall be given to Gillespie County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

GILLESPIE COUNTY  
PROJECT: AGGREGATE AND FLEXIBLE BASE MATERIAL 2024

**SPECIFICATIONS**

(A) GENERAL

Gillespie County has a need for aggregate and flexible base meeting the standards as set forth below:

- Aggregate, Type A and B, Grade 3, Grade 4S, and Grade 5S
- Flexible Base, Type A, Grade 1-2, and Grade 5

Aggregate and Flexible Base shall be in accordance with Item #247 and Item #302 of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014 Edition, Texas Department of Transportation.

(B) DELIVERY LOCATION

Delivery is to be made to the location designated at the time of order. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

(C) PRODUCT LOCATION

The proximity of the pit to construction sites will be considered in determining the successful bidder. The bidder shall state the location of the pits used.

(D) APPROXIMATE USAGE

It is anticipated that Gillespie County will order approximately 10,900 tons of aggregate and 8,700 tons of flexible base during the contract period. Approximate usage does not constitute an order, but only implies the probable quantity the County will require. Gillespie County may order more or less than the estimated usage and it shall be furnished at the same bid price. Aggregate and flexible base will be ordered on an as needed basis.

GILLESPIE COUNTY  
PROJECT: AGGREGATE AND FLEXIBLE BASE MATERIAL 2024

**BID SHEETS**

1. Aggregate and Flexible Base shall be in accordance with Item #247 and Item #302 of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014 Edition, Texas Department of Transportation.
2. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.
3. Price for flex base shall be in \$/Ton based on dry weight. Weight of moisture in material shall be deducted at the time of weighing from the gross weight of the material.

**NO DELIVERY – COUNTY PICK UP AT BIDDERS PIT**

Bid Item	\$/Ton *see note 3*	
	Type A	Type B
Aggregate, Grade 3	\$	\$
Aggregate, Grade 4S	\$	\$
Aggregate, Grade 5S	\$	\$
Flex Base, Grade 1-2	\$	
Flex Base, Grade 5	\$	

**ADDITIONAL COST FOR DELIVERY WITHIN GILLESPIE COUNTY – AGGREGATE DELIVERY**

Delivery of Bid Item	\$/Ton/Mile				
	0-30 mi	31-50 mi	51-70 mi	71-90 mi	91-120 mi
Aggregate, Grade 3	\$	\$	\$	\$	\$
Aggregate, Grade 4S	\$	\$	\$	\$	\$
Aggregate, Grade 5S	\$	\$	\$	\$	\$

**ADDITIONAL COST FOR DELIVERY WITHIN GILLESPIE COUNTY – FLEXIBLE BASE ROADWAY DELIVERY**

Roadway Delivery of Bid Item	\$/Ton/Mile				
	0-30 mi	31-50 mi	51-70 mi	71-90 mi	91-120 mi
Flex Base, Grade 1-2	\$	\$	\$	\$	\$
Flex Base, Grade 5	\$	\$	\$	\$	\$

**ADDITIONAL COST FOR DELIVERY WITHIN GILLESPIE COUNTY – FLEXIBLE BASE STOCKPILE DELIVERY**

Stockpile Delivery of Bid Item	\$/Ton/Mile				
	0-30 mi	31-50 mi	51-70 mi	71-90 mi	91-120 mi
Flex Base, Grade 1-2	\$	\$	\$	\$	\$
Flex Base, Grade 5	\$	\$	\$	\$	\$

GILLESPIE COUNTY  
PROJECT: AGGREGATE AND FLEXIBLE BASE MATERIAL 2024

**PROVIDE THE MILES FROM THE PIT TO THE FOLLOWING DELIVERY LOCATIONS (BASED ON THE SHORTEST ROUTE)**

Location	Miles
2254 N US Highway 87, Fredericksburg, TX	
125 S. Ranch Road 783, Harper, TX	
2501 E. Ranch Road 1323, Fredericksburg, TX	
15194 E. US Highway 290, Stonewall, TX	
658 Cave Creek Road, Fredericksburg, TX	
3435 Highway 16 South, Fredericksburg, TX	
841 Keese Road, Fredericksburg, TX	
6359 White Oak Road, Harper, TX	
11273 W US Highway 290, Fredericksburg, TX	
2935 Cherry Spring Road, Fredericksburg, TX	
3188 Langes Mill Road, Doss, TX	
4365 Old Mason Road, Fredericksburg, TX	

**BIDDER ACKNOWLEDGEMENTS:**

Does the bidder meet all specifications?	<input type="checkbox"/> YES <input type="checkbox"/> NO
--	--

**BIDDER RECEIVED THE ADDENDA DATED:**

\_\_\_\_\_

\_\_\_\_\_

**PIT LOCATIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXCEPTIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



GILLESPIE COUNTY  
PROJECT: AGGREGATE AND FLEXIBLE BASE MATERIAL 2024

Bidder Name:	_____
Bidder Address:	_____
By:	_____
Title:	_____
Phone:	_____
Email:	_____
Signature:	_____

**BIDDER MUST SIGN THE AFFIDAVIT ON THE NEXT PAGE AS PART OF THIS BID. RETURN ALL PAGES OF THIS BID PACKAGE AND ALL DOCUMENTATION REQUIRED BY THESE BIDDING DOCUMENTS.**

Public Agenda Packet  
12-11-2023

GILLESPIE COUNTY  
PROJECT: AGGREGATE AND FLEXIBLE BASE MATERIAL 2024

**BID AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon conditions contained in the specifications of the Invitation for Bid.

The period of acceptance of this bid will be 30 calendar days from the date of the bid opening.

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who appeared after being by me duly sworn, did depose and say: "I, \_\_\_\_\_, am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing on behalf of the said \_\_\_\_\_. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the last six (6) months, directly or indirectly concerned in any pool or agreement of combination, to control the price of services/commodities bid on, or to influence any persons to bid or not to bid thereon."

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

SWORN AND SUBSCRIBED before me by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

[seal]



# GILLESPIE COUNTY, TEXAS

## BID PACKAGE FOR COLD MIX LAY ASPHALT MATERIAL

January 2024

Gillespie County Engineering Department  
Gillespie County Courthouse  
Room 106B  
101 W Main Street  
Fredericksburg, TX 78624  
(830) 307 – 6196

GILLESPIE COUNTY  
PROJECT: COLD MIX LAY ASPHALT MATERIAL 2024

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GILLESPIE COUNTY  
PROJECT: COLD MIX LAY ASPHALT MATERIAL 2024

**INSTRUCTIONS/TERMS OF CONTRACT**

The Commissioner's Court will receive bids for COLD MIX LAY ASPHALT MATERIAL.

TO PROVIDE an annual contract for the time period January 2024 – December 2024.

IT IS UNDERSTOOD that the Commissioner's Court of Gillespie County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services as covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Gillespie County.

BIDS MUST BE submitted on the attached forms. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract. Each bid shall be marked clearly on the outside of the envelope "PROJECT: COLD MIX LAY ASPHALT MATERIAL." Facsimile transmittals shall not be accepted.

Sealed bids shall be submitted to:

Gillespie County Engineering Department  
Attention: Melissa Eckert  
101 W Main Street  
Fredericksburg, TX 78624.

Sealed bids shall be received no later than **2:00pm local time on Wednesday, January 17, 2024**, at which time the Bids received will be publicly opened and read aloud. Bids received after this time will be returned unopened.

Public Agency Packet  
12-11-2023

GILLESPIE COUNTY  
PROJECT: COLD MIX LAY ASPHALT MATERIAL 2024

**GENERAL INFORMATION**

(A) GENERAL

Any questions concerning these bid documents shall be directed to the Engineer's office at (830) 307-6196.

(B) FUNDING

Funds for payment have been provided through the Gillespie County budget approved by the Commissioners' Court for this 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 Gillespie County fiscal year shall be subject to budget approval.

(C) LATE BIDS

Bids received in the County Engineer's office after the submission deadline stated in the instructions/terms of contract shall be returned unopened and will be considered void and unacceptable. Gillespie County is not responsible for lateness of mail, carrier, etc. Each bid received will be marked by the Engineer's office upon delivery with the official time/date of receipt.

(D) ALTERING BIDS

Bids cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity. Bids that are altered must be returned to the Engineer's office in accordance with the stated instructions/terms of contract.

(E) WITHDRAWAL OF BIDS

A bid may not be withdrawn or canceled by the bidder for a period of thirty (30) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

(F) SALES TAX

Gillespie County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

(G) BID AWARD

Gillespie County reserves the right to award the bid as a lump sum or unit price as it is deemed to be in the best interest of the County. Pursuant to Local Government Code Section 262.027(e), Gillespie County, in determining the lowest and best bid for a contract, will consider the cost incurred by the County to deliver or haul material from the bidder's pickup and delivery locations. Commissioners Court may, in the best interest of the County, award contracts to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

(H) CONTRACT

This bid, when properly accepted by Gillespie County, shall constitute a contract equally binding between the successful bidder and Gillespie County. No different or additional terms will become part of this contract unless a change order is executed by both parties.

GILLESPIE COUNTY  
PROJECT: COLD MIX LAY ASPHALT MATERIAL 2024

(I) CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract shall be made in writing and coordinated with the Precinct Commissioner. A copy of the approved change order must be submitted to the County Auditor's office.

(J) DELIVERY

All delivery and freight charges are to be included in the bid price. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

The Bidder shall state the number of days required to place product at the County's designated location. Failure to state delivery time may cause bid to be rejected.

All orders must be confirmed in writing to the County on same day of order. Failure to confirm the order in writing may cause delivery to be rejected. Successful bidder shall give written notice to the Engineer's office immediately when the delivery schedule cannot be met.

(K) CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

(L) ETHICS

The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Gillespie County.

(M) EXCEPTIONS/SUBSTITUTIONS

All bids meeting the intent of these bidding documents 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 the County shall hold the bidder responsible to perform in strict accordance with the specifications of these bidding documents. Gillespie County Commissioners Court reserves the right to accept or reject any and/or all/none of the exception(s) or substitution(s) deemed to be in the best interest of the County.

(N) ADDENDA

Any interpretations, corrections or changes to these bidding documents will be made by addenda. The sole issuing authority of addenda shall be vested in the Gillespie County Engineer's office.

Addenda will be posted to the county's website at [https://www.gillespiecounty.org/page/BID\\_Information](https://www.gillespiecounty.org/page/BID_Information) and <https://www.civcastusa.com>. Bidders shall acknowledge receipt of all addenda.

(O) LAWS

The bid must comply with all federal, state, county and local laws.

GILLESPIE COUNTY  
PROJECT: COLD MIX LAY ASPHALT MATERIAL 2024

(P) MATERIALS AND WORKMANSHIP

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

(Q) MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

A prospective bidder must affirmatively demonstrate their 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.

Gillespie County may request representation, references, and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

(R) DOCUMENTATION REQUIREMENT

The bidder shall provide with this bid response all documentation required by these bidding documents. Failure to provide this information may result in rejection of bid.

(S) INDEMNIFICATION

Successful bidder shall defend, indemnify and save harmless Gillespie 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 received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The successful bidder shall pay for any judgment with cost, which may be obtained against Gillespie County growing out of such injury or damages.

(T) TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, delivery/completion of work and/or services ordered is accepted, or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Gillespie County reserves the right to award the canceled contract to the next best bidder as it deems to be in the best interest of the County.

(U) TERMINATION FOR DEFAULT

Gillespie County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Gillespie County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) Meet delivery or completion schedules, or 2.) Otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.



GILLESPIE COUNTY  
PROJECT: COLD MIX LAY ASPHALT MATERIAL 2024

(V) TESTING

Testing may be performed at the request of Gillespie County, by an agent so designated, without expense to Gillespie County.

(W) PATENTS/COPYRIGHTS

The successful bidder agrees to protect Gillespie County from claims involving infringements of patents and/or copyrights.

(X) SHIPPING DOCUMENTS

Packing slips or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, and (c) descriptive information as to the product delivered, including product code, item number, quantity, number of containers, etc.

(Y) INVOICES

Invoices shall show all information as stated above and shall be mailed directly to the Gillespie County Auditor, 101 W. Main, Unit #4, Fredericksburg, TX 78624.

(Z) PAYMENTS

Payments will be made upon receipt of a valid and substantiated invoice, in accordance with the State of Texas Prompt Payment Act, Article 601fV.T.C.S. The successful bidder(s) is required to pay subcontractors within ten (10) days of receipt of their payment. Under the provisions of Section 154.045 of the Local Government Code, the County may not draw a warrant on a county fund if the payee of the warrant has an outstanding debt due the County. Therefore, the County may not pay successful bidder(s) unless all county taxes are in a current paid status.

(AA) PRODUCT

Cold Mix Lay Asphalt supplied under this contract shall be subject to the County's approval. Material shall be of the same quality that is provided to TxDOT under "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges", Texas Department of Transportation, Item 330, (2014); fresh and moist; without large clumps or trash. **Material found defective or not meeting specifications shall be picked up and replaced by the successful bidder within 5 business days after notification at no expense to the County. If the material is not picked up within 5 business days, the material will become a donation to the County.**

(BB) SAMPLES

When requested, samples shall be furnished free of expense to Gillespie County.

(CC) WARRANTY

The successful bidder shall warrant that all products 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.

GILLESPIE COUNTY  
PROJECT: COLD MIX LAY ASPHALT MATERIAL 2024

(DD) REMEDIES

The successful bidder and Gillespie County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

(EE) VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Gillespie County.

(FF) ASSIGNMENT

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Gillespie County.

(GG) SILENCE OF SPECIFICATION

The apparent silence of these specifications as to any detail, or the apparent omission from it, 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.

(HH) INSURANCE

The bidder shall provide insurance certificates with the bid submission showing evidence of the following coverage that would be in force throughout the term of the contract.

1. Workers' Compensation in accordance with State Territorial Workers' Compensation Laws;
2. Employers' Liability Insurance;
3. Public liability and property damage insurance including independent contractor's liability, covering but not limited to, the liability assumed in the indemnification provisions (as specified in these bidding documents) fully insuring contractor's and/or subcontractor's liability for injury to, or death of county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined coverage for each occurrence of \$500,000.
4. Comprehensive automobile and truck liability insurance to include coverage of owned, hired and non-owned vehicles with minimum limits of \$300,000 each occurrence for bodily injury and \$100,000 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

**The successful bidder shall furnish an endorsement to each policy prior to starting work.** A notice shall be given to Gillespie County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

GILLESPIE COUNTY  
PROJECT: COLD MIX LAY ASPHALT MATERIAL 2024

**SPECIFICATIONS**

(A) GENERAL

Gillespie County has a need for cold mix lay asphalt meeting the standards as set forth below:

- Type I, Grade C, Grade CC, Grade CC Plus, Grade D rock asphalt premix
- Type I, Grade A, Grade AA, and Grade AA Plus coated base

Cold mix lay asphalt shall be in accordance with Item #330 of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014 Edition, Texas Department of Transportation.

(B) DELIVERY LOCATION

Unless otherwise indicated when ordered, all cold mix lay asphalt is to be delivered directly to the County Yard (2254 N US Highway 87, Fredericksburg, TX) or the Harper County Yard (125 S. Ranch Road 783, Harper, TX). The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

(C) DELIVERY TIME

Delivery time is an important consideration in the evaluation of the lowest and best bid. Delivery must be made within 48 hours of receiving an order. A confirmation fax of each order must be sent to the County at 830-992-2654. On the bid sheet, the Bidder shall state whether it can meet the delivery time requirement. Failure to meet the delivery requirement may cause bid to be rejected.

(D) APPROXIMATE USAGE

It is anticipated that Gillespie County will order approximately 2,100 tons of cold mix lay asphalt during the contract period. Approximate usage does not constitute an order, but only implies the probable quantity the County will require. Gillespie County may order more or less than the estimated usage and it shall be furnished at the same bid price. Cold mix lay asphalt will be ordered on an as needed basis.

GILLESPIE COUNTY  
PROJECT: COLD MIX LAY ASPHALT MATERIAL 2024

**BID SHEETS**

1. Cold mix lay asphalt shall be in accordance with Item #330 of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014 Edition, Texas Department of Transportation.
2. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

**NO DELIVERY – COUNTY PICK UP AT BIDDERS PLANT**

Bid Item	\$/Ton
Type 1, Grade "C"	\$
Type 1, Grade "CC"	\$
Type 1, Grade "CC Plus"	\$
Type 1, Grade "D"	\$
Type 1, Grade "A"	\$
Type 1, Grade "AA"	\$
Type 1, Grade "AA Plus"	\$

**ADDITIONAL COST FOR DELIVERY WITHIN GILLESPIE COUNTY**

Delivery of Bid Item	\$/Ton/Mile				
	0-30 mi	31-50 mi	51-70 mi	71-90 mi	91-120 mi
Type 1, Grade "C"	\$	\$	\$	\$	\$
Type 1, Grade "CC"	\$	\$	\$	\$	\$
Type 1, Grade "CC Plus"	\$	\$	\$	\$	\$
Type 1, Grade "D"	\$	\$	\$	\$	\$
Type 1, Grade "A"	\$	\$	\$	\$	\$
Type 1, Grade "AA"	\$	\$	\$	\$	\$
Type 1, Grade "AA Plus"	\$	\$	\$	\$	\$

GILLESPIE COUNTY  
PROJECT: COLD MIX LAY ASPHALT MATERIAL 2024

**PROVIDE THE MILES FROM THE PIT TO THE FOLLOWING DELIVERY LOCATIONS (BASED ON THE SHORTEST ROUTE)**

Location	Miles
2254 N US Highway 87, Fredericksburg, TX	
125 S. Ranch Road 783, Harper, TX	
2501 E. Ranch Road 1323, Fredericksburg, TX	
15194 E. US Highway 290, Stonewall, TX	
658 Cave Creek Road, Fredericksburg, TX	
3435 Highway 16 South, Fredericksburg, TX	
841 Keese Road, Fredericksburg, TX	
6359 White Oak Road, Harper, TX	
11273 W US Highway 290, Fredericksburg, TX	
2935 Cherry Spring Road, Fredericksburg, TX	
3188 Langes Mill Road, Doss, TX	
4365 Old Mason Road, Fredericksburg, TX	

**BIDDER ACKNOWLEDGEMENTS:**

Delivery must be made within 48 hours of receiving an order and a confirmation fax of each order must be sent to the County at 830-992-2654. <b>Can the bidder meet this delivery time requirement?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the bidder meet all specifications?	<input type="checkbox"/> YES <input type="checkbox"/> NO

**BIDDER RECEIVED THE ADDENDA DATED:**

\_\_\_\_\_

\_\_\_\_\_

**PLANT SITE LOCATIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

GILLESPIE COUNTY  
PROJECT: COLD MIX LAY ASPHALT MATERIAL 2024

**EXCEPTIONS:**

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Bidder Name:	_____
Bidder Address:	_____
By:	_____
Title:	_____
Phone:	_____
Email:	_____
Signature:	_____

**BIDDER MUST SIGN THE AFFIDAVIT ON THE NEXT PAGE AS PART OF THIS BID. RETURN ALL PAGES OF THIS BID PACKAGE AND ALL DOCUMENTATION REQUIRED BY THESE BIDDING DOCUMENTS.**

GILLESPIE COUNTY  
PROJECT: COLD MIX LAY ASPHALT MATERIAL 2024

**BID AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon conditions contained in the specifications of the Invitation for Bid.

The period of acceptance of this bid will be 30 calendar days from the date of the bid opening.

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who appeared after being by me duly sworn, did depose and say: "I, \_\_\_\_\_, am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing on behalf of the said \_\_\_\_\_. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the last six (6) months, directly or indirectly concerned in any pool or agreement of combination, to control the price of services/commodities bid on, or to influence any persons to bid or not to bid thereon."

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

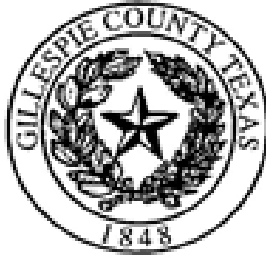
STATE OF TEXAS

COUNTY OF \_\_\_\_\_

SWORN AND SUBSCRIBED before me by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

[seal]



# GILLESPIE COUNTY, TEXAS

## BID PACKAGE FOR CONCRETE MATERIAL

January 2024

Gillespie County Engineering Department  
Gillespie County Courthouse  
Room 106B  
101 W Main Street  
Fredericksburg, TX 78624  
(830) 307 – 6196



GILLESPIE COUNTY  
PROJECT: CONCRETE MATERIAL 2024

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GILLESPIE COUNTY  
PROJECT: CONCRETE MATERIAL 2024

**INSTRUCTIONS/TERMS OF CONTRACT**

The Commissioner's Court will receive bids for CONCRETE MATERIAL.

TO PROVIDE an annual contract for the time period January 2024 – December 2024.

IT IS UNDERSTOOD that the Commissioner's Court of Gillespie County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services as covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Gillespie County.

BIDS MUST BE submitted on the attached forms. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract. Each bid shall be marked clearly on the outside of the envelope "PROJECT: CONCRETE MATERIAL." Facsimile transmittals shall not be accepted.

Sealed bids shall be submitted to:

Gillespie County Engineering Department  
Attention: Melissa Eckert  
101 W Main Street  
Fredericksburg, TX 78624.

Sealed bids shall be received no later than **2:00pm local time on Wednesday, January 17, 2024**, at which time the Bids received will be publicly opened and read aloud. Bids received after this time will be returned unopened.

Public Agenda Packet  
12-11-2023

GILLESPIE COUNTY  
PROJECT: CONCRETE MATERIAL 2024

**GENERAL INFORMATION**

(A) GENERAL

Any questions concerning these bid documents shall be directed to the Engineer's office at (830) 307-6196.

(B) FUNDING

Funds for payment have been provided through the Gillespie County budget approved by the Commissioners' Court for this 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 Gillespie County fiscal year shall be subject to budget approval.

(C) LATE BIDS

Bids received in the County Engineer's office after the submission deadline stated in the instructions/terms of contract shall be returned unopened and will be considered void and unacceptable. Gillespie County is not responsible for lateness of mail, carrier, etc. Each bid received will be marked by the Engineer's office upon delivery with the official time/date of receipt.

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A bid may not be withdrawn or canceled by the bidder for a period of thirty (30) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

(F) SALES TAX

Gillespie County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

(G) BID AWARD

Gillespie County reserves the right to award the bid as a lump sum or unit price as it is deemed to be in the best interest of the County. Pursuant to Local Government Code Section 262.027(e), Gillespie County, in determining the lowest and best bid for a contract, will consider the cost incurred by the County to deliver or haul material from the bidder's pickup and delivery locations. Commissioners Court may, in the best interest of the County, award contracts to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

(H) CONTRACT

This bid, when properly accepted by Gillespie County, shall constitute a contract equally binding between the successful bidder and Gillespie County. No different or additional terms will become part of this contract unless a change order is executed by both parties.

GILLESPIE COUNTY  
PROJECT: CONCRETE MATERIAL 2024

(I) CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract shall be made in writing and coordinated with the Precinct Commissioner. A copy of the approved change order must be submitted to the County Auditor's office.

(J) DELIVERY

All delivery and freight charges are to be included in the bid price. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

The Bidder shall state the number of days required to place product at the County's designated location. Failure to state delivery time may cause bid to be rejected.

All orders must be confirmed in writing to the County on same day of order. Failure to confirm the order in writing may cause delivery to be rejected. Successful bidder shall give written notice to the Engineer's office immediately when the delivery schedule cannot be met.

(K) CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

(L) ETHICS

The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Gillespie County.

(M) EXCEPTIONS/SUBSTITUTIONS

All bids meeting the intent of these bidding documents 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 the County shall hold the bidder responsible to perform in strict accordance with the specifications of these bidding documents. Gillespie County Commissioners Court reserves the right to accept or reject any and/or all/none of the exception(s) or substitution(s) deemed to be in the best interest of the County.

(N) ADDENDA

Any interpretations, corrections or changes to these bidding documents will be made by addenda. The sole issuing authority of addenda shall be vested in the Gillespie County Engineer's office.

Addenda will be posted to the county's website at [https://www.gillespiecounty.org/page/BID\\_Information](https://www.gillespiecounty.org/page/BID_Information) and <https://www.civcastusa.com>. Bidders shall acknowledge receipt of all addenda.

(O) LAWS

The bid must comply with all federal, state, county and local laws.

GILLESPIE COUNTY  
PROJECT: CONCRETE MATERIAL 2024

(P) MATERIALS AND WORKMANSHIP

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

(Q) MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

A prospective bidder must affirmatively demonstrate their 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.

Gillespie County may request representation, references, and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

(R) DOCUMENTATION REQUIREMENT

The bidder shall provide with this bid response all documentation required by these bidding documents. Failure to provide this information may result in rejection of bid.

(S) INDEMNIFICATION

Successful bidder shall defend, indemnify and save harmless Gillespie 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 received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The successful bidder shall pay for any judgment with cost, which may be obtained against Gillespie County growing out of such injury or damages.

(T) TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, delivery/completion of work and/or services ordered is accepted, or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Gillespie County reserves the right to award the canceled contract to the next best bidder as it deems to be in the best interest of the County.

(U) TERMINATION FOR DEFAULT

Gillespie County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Gillespie County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) Meet delivery or completion schedules, or 2.) Otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

GILLESPIE COUNTY  
PROJECT: CONCRETE MATERIAL 2024

(V) TESTING

Testing may be performed at the request of Gillespie County, by an agent so designated, without expense to Gillespie County.

(W) PATENTS/COPYRIGHTS

The successful bidder agrees to protect Gillespie County from claims involving infringements of patents and/or copyrights.

(X) SHIPPING DOCUMENTS

Packing slips or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, and (c) descriptive information as to the product delivered, including product code, item number, quantity, number of containers, etc.

(Y) INVOICES

Invoices shall show all information as stated above and shall be mailed directly to the Gillespie County Auditor, 101 W. Main, Unit #4, Fredericksburg, TX 78624.

(Z) PAYMENTS

Payments will be made upon receipt of a valid and substantiated invoice, in accordance with the State of Texas Prompt Payment Act, Article 601fV.T.C.S. The successful bidder(s) is required to pay subcontractors within ten (10) days of receipt of their payment. Under the provisions of Section 154.045 of the Local Government Code, the County may not draw a warrant on a county fund if the payee of the warrant has an outstanding debt due the County. Therefore, the County may not pay successful bidder(s) unless all county taxes are in a current paid status.

(AA) PRODUCT

Concrete supplied under this contract shall be subject to the County's approval. Concrete found defective or not meeting these specifications will not be accepted by the County.

(BB) SAMPLES

When requested, samples shall be furnished free of expense to Gillespie County.

(CC) WARRANTY

The successful bidder shall warrant that all products 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.

(DD) REMEDIES

The successful bidder and Gillespie County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

(EE) VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Gillespie County.

GILLESPIE COUNTY  
PROJECT: CONCRETE MATERIAL 2024

(FF) ASSIGNMENT

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Gillespie County.

(GG) SILENCE OF SPECIFICATION

The apparent silence of these specifications as to any detail, or the apparent omission from it, 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.

(HH) INSURANCE

The bidder shall provide insurance certificates with the bid submission showing evidence of the following coverage that would be in force throughout the term of the contract.

1. Workers' Compensation in accordance with State Territorial Workers' Compensation Laws;
2. Employers' Liability Insurance;
3. Public liability and property damage insurance including independent contractor's liability, covering but not limited to, the liability assumed in the indemnification provisions (as specified in these bidding documents) fully insuring contractor's and/or subcontractor's liability for injury to, or death of county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined coverage for each occurrence of \$500,000.
4. Comprehensive automobile and truck liability insurance to include coverage of owned, hired and non-owned vehicles with minimum limits of \$300,000 each occurrence for bodily injury and \$100,000 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

**The successful bidder shall furnish an endorsement to each policy prior to starting work.** A notice shall be given to Gillespie County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

**SPECIFICATIONS**

(A) GENERAL

This specification shall govern the materials, proportions, and strengths of Portland Cement Concrete delivered to specified sites by use of transit mix trucks. The concrete shall be composed of Portland Cement, aggregates (fine and coarse), admixtures if desired or required, and water. Accelerating admixtures are not permitted unless requested by the County.

(B) MATERIALS

**Cement** shall be Type 1 Portland Cement conforming with the requirements of ASTM C150.

**Coarse aggregate** shall consist of gravel, crushed gravel, crushed stone, air-cooled blast furnace slag, or crushed hydraulic-cement concrete, or a combination thereof, and conform to the requirements of ASTM C33. The gradation shall be nominal size 1½ inch unless otherwise specified.

**Fine aggregate** shall consist of natural sand, manufactured sand, or a combination thereof, and conform to the requirements of ASTM C33. Fine aggregate shall be free of injurious amounts of organic impurities.

**Water** for use in concrete shall be potable water.

**Admixtures** shall conform to ASTM C260 and C494.

(C) STORAGE AND MEASUREMENT

The method of handling and storing concrete aggregates shall prevent contamination with foreign materials.

The measurement of materials except water, used in batches of concrete shall be by weight. The concrete supplier shall be prepared to furnish evidence of recent calibration of scales or meters if requested.

(D) MIX DESIGN AND CLASSIFICATION

The concrete supplier shall be responsible for furnishing an acceptable mix design based on a recognized method of solid volume design.

The slump of delivered concrete shall be as directed but in no case shall the slump exceed 6 inches.

The water-cement ratio of delivered concrete shall not exceed 0.53 by weight.

<b>Class</b>	<b>Cement Sacks/CY Concrete (min)</b>	<b>Compressive Strength at 28 days (min)</b>
A	5	3,000 psi
B	4	2,000 psi
Grout	6	----



GILLESPIE COUNTY  
PROJECT: CONCRETE MATERIAL 2024

(E) DELIVERY LOCATION, TIMING, AND DOCUMENTATION

Delivery is to be made to the location designated at the time of order. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

The delivery time to construction sites will be considered in determining the successful bidder. The bidder shall provide the number of days required to place concrete at the designated location.

The maximum time between addition of cement to the batch and placing shall not exceed 1 hour unless otherwise approved by the Precinct Commissioner.

All deliveries of concrete shall be accompanied with a delivery ticket showing:

- Batch weights of aggregates and cement
- Quantity of water added to the batch in gallons
- Admixtures added and quantity
- Time that water was added to the cement

(F) APPROXIMATE USAGE

It is anticipated that Gillespie County will order approximately 6,750 CY of concrete during the contract period. Approximate usage does not constitute an order, but only implies the probable quantity the County will require. Gillespie County may order more or less than the estimated usage and it shall be furnished at the same bid price. Concrete will be ordered on an as needed basis.

Public Agenda Packet  
12-11-2023

GILLESPIE COUNTY  
PROJECT: CONCRETE MATERIAL 2024

**BID SHEETS**

1. Concrete shall be in accordance with the Specifications defined in these bidding documents.
2. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

**BID ITEMS WITH DELIVERY**

<b>Bid Item w/ delivery</b>	<b>\$/CY (including delivery)</b>
Class A (5 sack) Concrete	\$
Class B (4 sack) Concrete	\$
Grout (6 sack) Concrete	\$
Short Load (1-2 yards) Class A (5 sack) Concrete	\$
Short Load (1-2 yards) Class B (4 sack) Concrete	\$
Short Load (1-2 yards) Grout (6 sack) Concrete	\$

**DELIVERY TIME**

Delivery time after receipt of order: (in hours or days, ASAP is not an acceptable response)	
--	--

**BIDDER ACKNOWLEDGEMENTS:**

Does the bidder meet all specifications?	<input type="checkbox"/> YES <input type="checkbox"/> NO
--	--

**BIDDER RECEIVED THE ADDENDA DATED:**

\_\_\_\_\_  
\_\_\_\_\_

**PLANT LOCATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXCEPTIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GILLESPIE COUNTY  
PROJECT: CONCRETE MATERIAL 2024

Bidder Name:	_____
Bidder Address:	_____
By:	_____
Title:	_____
Phone:	_____
Email:	_____
Signature:	_____

**BIDDER MUST SIGN THE AFFIDAVIT ON THE NEXT PAGE AS PART OF THIS BID. RETURN ALL PAGES OF THIS BID PACKAGE AND ALL DOCUMENTATION REQUIRED BY THESE BIDDING DOCUMENTS.**

Public Agenda Packet  
12-11-2023

GILLESPIE COUNTY  
PROJECT: CONCRETE MATERIAL 2024

**BID AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon conditions contained in the specifications of the Invitation for Bid.

The period of acceptance of this bid will be 30 calendar days from the date of the bid opening.

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who appeared after being by me duly sworn, did depose and say: "I, \_\_\_\_\_, am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing on behalf of the said \_\_\_\_\_. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the last six (6) months, directly or indirectly concerned in any pool or agreement of combination, to control the price of services/commodities bid on, or to influence any persons to bid or not to bid thereon."

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

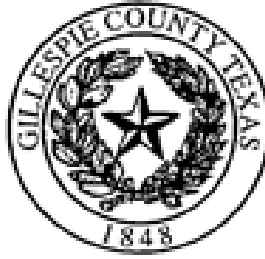
STATE OF TEXAS

COUNTY OF \_\_\_\_\_

SWORN AND SUBSCRIBED before me by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

[seal]



# GILLESPIE COUNTY, TEXAS

## BID PACKAGE FOR EMULSIFIED ASPHALT MATERIAL

January 2024

Gillespie County Engineering Department  
Gillespie County Courthouse  
Room 106B  
101 W Main Street  
Fredericksburg, TX 78624  
(830) 307 – 6196

GILLESPIE COUNTY  
PROJECT: EMULSIFIED ASPHALT MATERIAL 2024

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GILLESPIE COUNTY  
PROJECT: EMULSIFIED ASPHALT MATERIAL 2024

**INSTRUCTIONS/TERMS OF CONTRACT**

The Commissioner's Court will receive bids for EMULSIFIED ASPHALT MATERIAL.

TO PROVIDE an annual contract for the time period January 2024 – December 2024.

IT IS UNDERSTOOD that the Commissioner's Court of Gillespie County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services as covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Gillespie County.

BIDS MUST BE submitted on the attached forms. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract. Each bid shall be marked clearly on the outside of the envelope "PROJECT: EMULSIFIED ASPHALT MATERIAL." Facsimile transmittals shall not be accepted.

Sealed bids shall be submitted to:

Gillespie County Engineering Department  
Attention: Melissa Eckert  
101 W Main Street  
Fredericksburg, TX 78624.

Sealed bids shall be received no later than **2:00pm local time on Wednesday, January 17, 2024**, at which time the Bids received will be publicly opened and read aloud. Bids received after this time will be returned unopened.

Public Agency Packet  
12-11-2023

GILLESPIE COUNTY  
PROJECT: EMULSIFIED ASPHALT MATERIAL 2024

**GENERAL INFORMATION**

(A) GENERAL

Any questions concerning these bid documents shall be directed to the Engineer's office at (830) 307-6196.

(B) FUNDING

Funds for payment have been provided through the Gillespie County budget approved by the Commissioners' Court for this 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 Gillespie County fiscal year shall be subject to budget approval.

(C) LATE BIDS

Bids received in the County Engineer's office after the submission deadline stated in the instructions/terms of contract shall be returned unopened and will be considered void and unacceptable. Gillespie County is not responsible for lateness of mail, carrier, etc. Each bid received will be marked by the Engineer's office upon delivery with the official time/date of receipt.

(D) ALTERING BIDS

Bids cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity. Bids that are altered must be returned to the Engineer's office in accordance with the stated instructions/terms of contract.

(E) WITHDRAWAL OF BIDS

A bid may not be withdrawn or canceled by the bidder for a period of thirty (30) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

(F) SALES TAX

Gillespie County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

(G) BID AWARD

Gillespie County reserves the right to award the bid as a lump sum or unit price as it is deemed to be in the best interest of the County. Pursuant to Local Government Code Section 262.027(e), Gillespie County, in determining the lowest and best bid for a contract, will consider the cost incurred by the County to deliver or haul material from the bidder's pickup and delivery locations. Commissioners Court may, in the best interest of the County, award contracts to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

(H) CONTRACT

This bid, when properly accepted by Gillespie County, shall constitute a contract equally binding between the successful bidder and Gillespie County. No different or additional terms will become part of this contract unless a change order is executed by both parties.



GILLESPIE COUNTY  
PROJECT: EMULSIFIED ASPHALT MATERIAL 2024

(I) CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract shall be made in writing and coordinated with the Precinct Commissioner. A copy of the approved change order must be submitted to the County Auditor's office.

(J) DELIVERY

All delivery and freight charges are to be included in the bid price. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

The Bidder shall state the number of days required to place product at the County's designated location. Failure to state delivery time may cause bid to be rejected.

All orders must be confirmed in writing to the County on same day of order. Failure to confirm the order in writing may cause delivery to be rejected. Successful bidder shall give written notice to the Engineer's office immediately when the delivery schedule cannot be met.

(K) CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

(L) ETHICS

The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Gillespie County.

(M) EXCEPTIONS/SUBSTITUTIONS

All bids meeting the intent of these bidding documents 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 the County shall hold the bidder responsible to perform in strict accordance with the specifications of these bidding documents. Gillespie County Commissioners Court reserves the right to accept or reject any and/or all/none of the exception(s) or substitution(s) deemed to be in the best interest of the County.

(N) ADDENDA

Any interpretations, corrections or changes to these bidding documents will be made by addenda. The sole issuing authority of addenda shall be vested in the Gillespie County Engineer's office.

Addenda will be posted to the county's website at [https://www.gillespiecounty.org/page/BID\\_Information](https://www.gillespiecounty.org/page/BID_Information) and <https://www.civcastusa.com>. Bidders shall acknowledge receipt of all addenda.

(O) LAWS

The bid must comply with all federal, state, county and local laws.

GILLESPIE COUNTY  
PROJECT: EMULSIFIED ASPHALT MATERIAL 2024

(P) MATERIALS AND WORKMANSHIP

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

(Q) MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

A prospective bidder must affirmatively demonstrate their 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.

Gillespie County may request representation, references, and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

(R) DOCUMENTATION REQUIREMENT

The bidder shall provide with this bid response all documentation required by these bidding documents. Failure to provide this information may result in rejection of bid.

(S) INDEMNIFICATION

Successful bidder shall defend, indemnify and save harmless Gillespie 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 received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The successful bidder shall pay for any judgment with cost, which may be obtained against Gillespie County growing out of such injury or damages.

(T) TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, delivery/completion of work and/or services ordered is accepted, or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Gillespie County reserves the right to award the canceled contract to the next best bidder as it deems to be in the best interest of the County.

(U) TERMINATION FOR DEFAULT

Gillespie County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Gillespie County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) Meet delivery or completion schedules, or 2.) Otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

GILLESPIE COUNTY  
PROJECT: EMULSIFIED ASPHALT MATERIAL 2024

(V) TESTING

Testing may be performed at the request of Gillespie County, by an agent so designated, without expense to Gillespie County.

(W) PATENTS/COPYRIGHTS

The successful bidder agrees to protect Gillespie County from claims involving infringements of patents and/or copyrights.

(X) SHIPPING DOCUMENTS

Packing slips or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, and (c) descriptive information as to the product delivered, including product code, item number, quantity, number of containers, etc.

(Y) INVOICES

Invoices shall show all information as stated above and shall be mailed directly to the Gillespie County Auditor, 101 W. Main, Unit #4, Fredericksburg, TX 78624.

(Z) PAYMENTS

Payments will be made upon receipt of a valid and substantiated invoice, in accordance with the State of Texas Prompt Payment Act, Article 601fV.T.C.S. The successful bidder(s) is required to pay subcontractors within ten (10) days of receipt of their payment. Under the provisions of Section 154.045 of the Local Government Code, the County may not draw a warrant on a county fund if the payee of the warrant has an outstanding debt due the County. Therefore, the County may not pay successful bidder(s) unless all county taxes are in a current paid status.

(AA) PRODUCT

Emulsified Asphalt supplied under this contract shall be subject to the County's approval. All material shall be of the same quality that is provided to TxDOT under "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges", Texas Department of Transportation, Item 300, (2014). **Material found defective or not meeting specifications shall be picked up and replaced by the successful bidder within 5 business days after notification at no expense to the County. If the material is not picked up within 5 business days, the material will become a donation to the County.**

(BB) SAMPLES

When requested, samples shall be furnished free of expense to Gillespie County.

(CC) WARRANTY

The successful bidder shall warrant that all products 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.

GILLESPIE COUNTY  
PROJECT: EMULSIFIED ASPHALT MATERIAL 2024

(DD) REMEDIES

The successful bidder and Gillespie County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

(EE) VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Gillespie County.

(FF) ASSIGNMENT

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Gillespie County.

(GG) SILENCE OF SPECIFICATION

The apparent silence of these specifications as to any detail, or the apparent omission from it, 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.

(HH) INSURANCE

The bidder shall provide insurance certificates with the bid submission showing evidence of the following coverage that would be in force throughout the term of the contract.

1. Workers' Compensation in accordance with State Territorial Workers' Compensation Laws;
2. Employers' Liability Insurance;
3. Public liability and property damage insurance including independent contractor's liability, covering but not limited to, the liability assumed in the indemnification provisions (as specified in these bidding documents) fully insuring contractor's and/or subcontractor's liability for injury to, or death of county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined coverage for each occurrence of \$500,000.
4. Comprehensive automobile and truck liability insurance to include coverage of owned, hired and non-owned vehicles with minimum limits of \$300,000 each occurrence for bodily injury and \$100,000 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

**The successful bidder shall furnish an endorsement to each policy prior to starting work.** A notice shall be given to Gillespie County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

GILLESPIE COUNTY  
PROJECT: EMULSIFIED ASPHALT MATERIAL 2024

**SPECIFICATIONS**

(A) GENERAL

Gillespie County has a need for Emulsified Asphalt meeting the standards as set forth below:

- CRS-2P
- HFRS-2P
- CHFRS-2P

Emulsified Asphalt shall be in accordance with Item #300 of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014 Edition, Texas Department of Transportation.

(B) DELIVERY LOCATION AND TIMING

Delivery is to be made to the location designated at the time of order. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

Delivery time is an important consideration in the evaluation of the lowest and best bid. Bidder shall state number of days required to place emulsion at the County's designated location.

(C) ESCALATION

The bid award is made on a firm price basis, the bid price will stand for the full contract period unless the bidder proves to the County's satisfaction that price of feed stock as set by the major oil companies caused a change in the price bid during the contract period. Bidder shall notify Gillespie County immediately in writing of any such change and shall verify the increase or decrease with proper documentation from the oil company. This will be the only allowable increase. Gillespie County reserves the right to accept or reject any increases.

(D) APPROXIMATE USAGE

It is anticipated that Gillespie County will order approximately 300,000 gallons of emulsified asphalt during the contract period. Approximate usage does not constitute an order, but only implies the probable quantity the County will require. Gillespie County may order more or less than the estimated usage and it shall be furnished at the same bid price. Emulsified Asphalt will be ordered on an as needed basis.

GILLESPIE COUNTY  
PROJECT: EMULSIFIED ASPHALT MATERIAL 2024

**BID SHEETS**

1. Emulsified Asphalt shall be in accordance with Item #300 of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014 Edition, Texas Department of Transportation.
2. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

**BID ITEMS WITH DELIVERY**

	CRS-2P	HFRS-2P	CHFRS-2P
Firm \$/gallon (including delivery)	\$	\$	\$
Firm \$/ton (including delivery)	\$	\$	\$
Delivery time after receipt of order	days	days	days
Time included in delivery for demurrage	hours	hours	hours
\$/hr for additional demurrage	\$	\$	\$
Pump charge per truck load	\$	\$	\$
Heat charge per ton	\$	\$	\$
Distance from plant site to Fredericksburg, TX	miles	miles	miles

**BIDDER ACKNOWLEDGEMENTS:**

Does the bidder meet all specifications?	<input type="checkbox"/> YES <input type="checkbox"/> NO
--	--

**BIDDER RECEIVED THE ADDENDA DATED:**

\_\_\_\_\_

\_\_\_\_\_

**PLANT SITE LOCATIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXCEPTIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

GILLESPIE COUNTY  
PROJECT: EMULSIFIED ASPHALT MATERIAL 2024

Bidder Name:	_____
Bidder Address:	_____
By:	_____
Title:	_____
Phone:	_____
Email:	_____
Signature:	_____

**BIDDER MUST SIGN THE AFFIDAVIT ON THE NEXT PAGE AS PART OF THIS BID. RETURN ALL PAGES OF THIS BID PACKAGE AND ALL DOCUMENTATION REQUIRED BY THESE BIDDING DOCUMENTS.**

Public Agenda Packet  
12-11-2023

GILLESPIE COUNTY  
PROJECT: EMULSIFIED ASPHALT MATERIAL 2024

**BID AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon conditions contained in the specifications of the Invitation for Bid.

The period of acceptance of this bid will be 30 calendar days from the date of the bid opening.

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who appeared after being by me duly sworn, did depose and say: "I, \_\_\_\_\_, am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing on behalf of the said \_\_\_\_\_. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the last six (6) months, directly or indirectly concerned in any pool or agreement of combination, to control the price of services/commodities bid on, or to influence any persons to bid or not to bid thereon."

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

SWORN AND SUBSCRIBED before me by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

[seal]





# GILLESPIE COUNTY, TEXAS

## BID PACKAGE FOR FUEL WITH BOBTAIL DELIVERY

January 2024

Gillespie County Engineering Department  
Gillespie County Courthouse  
Room 106B  
101 W Main Street  
Fredericksburg, TX 78624  
(830) 307 – 6196

GILLESPIE COUNTY  
PROJECT: FUEL WITH BOBTAIL DELIVERY 2024

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GILLESPIE COUNTY  
PROJECT: FUEL WITH BOBTAIL DELIVERY 2024

**INSTRUCTIONS/TERMS OF CONTRACT**

The Commissioner's Court will receive bids for FUEL WITH BOBTAIL DELIVERY.

TO PROVIDE an annual contract for the time period January 2024 – December 2024.

IT IS UNDERSTOOD that the Commissioner's Court of Gillespie County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services as covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Gillespie County.

BIDS MUST BE submitted on the attached forms. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract. Each bid shall be marked clearly on the outside of the envelope "PROJECT: FUEL WITH BOBTAIL DELIVERY." Facsimile transmittals shall not be accepted.

Sealed bids shall be submitted to:

Gillespie County Engineering Department  
Attention: Melissa Eckert  
101 W Main Street  
Fredericksburg, TX 78624.

Sealed bids shall be received no later than **2:00pm local time on Wednesday, January 17, 2024**, at which time the Bids received will be publicly opened and read aloud. Bids received after this time will be returned unopened.

Public Agency Packet  
12-11-2023

GILLESPIE COUNTY  
PROJECT: FUEL WITH BOBTAIL DELIVERY 2024

**GENERAL INFORMATION**

(A) GENERAL

Any questions concerning these bid documents shall be directed to the Engineer's office at (830) 307-6196.

(B) FUNDING

Funds for payment have been provided through the Gillespie County budget approved by the Commissioners' Court for this 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 Gillespie County fiscal year shall be subject to budget approval.

(C) LATE BIDS

Bids received in the County Engineer's office after the submission deadline stated in the instructions/terms of contract shall be returned unopened and will be considered void and unacceptable. Gillespie County is not responsible for lateness of mail, carrier, etc. Each bid received will be marked by the Engineer's office upon delivery with the official time/date of receipt.

(D) ALTERING BIDS

Bids cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity. Bids that are altered must be returned to the Engineer's office in accordance with the stated instructions/terms of contract.

(E) WITHDRAWAL OF BIDS

A bid may not be withdrawn or canceled by the bidder for a period of thirty (30) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

(F) SALES TAX

Gillespie County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

(G) BID AWARD

Gillespie County reserves the right to award the bid as a lump sum or unit price as it is deemed to be in the best interest of the County. Pursuant to Local Government Code Section 262.027(e), Gillespie County, in determining the lowest and best bid for a contract, will consider the cost incurred by the County to deliver or haul material from the bidder's pickup and delivery locations. Commissioners Court may, in the best interest of the County, award contracts to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

(H) CONTRACT

This bid, when properly accepted by Gillespie County, shall constitute a contract equally binding between the successful bidder and Gillespie County. No different or additional terms will become part of this contract unless a change order is executed by both parties.

GILLESPIE COUNTY  
PROJECT: FUEL WITH BOBTAIL DELIVERY 2024

(I) CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract shall be made in writing and coordinated with the Precinct Commissioner. A copy of the approved change order must be submitted to the County Auditor's office.

(J) DELIVERY

All delivery and freight charges are to be included in the bid price. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

The Bidder shall state the number of days required to place product at the County's designated location. Failure to state delivery time may cause bid to be rejected.

All orders must be confirmed in writing to the County on same day of order. Failure to confirm the order in writing may cause delivery to be rejected. Successful bidder shall give written notice to the Engineer's office immediately when the delivery schedule cannot be met.

(K) CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

(L) ETHICS

The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Gillespie County.

(M) EXCEPTIONS/SUBSTITUTIONS

All bids meeting the intent of these bidding documents 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 the County shall hold the bidder responsible to perform in strict accordance with the specifications of these bidding documents. Gillespie County Commissioners Court reserves the right to accept or reject any and/or all/none of the exception(s) or substitution(s) deemed to be in the best interest of the County.

(N) ADDENDA

Any interpretations, corrections or changes to these bidding documents will be made by addenda. The sole issuing authority of addenda shall be vested in the Gillespie County Engineer's office.

Addenda will be posted to the county's website at [https://www.gillespiecounty.org/page/BID\\_Information](https://www.gillespiecounty.org/page/BID_Information) and <https://www.civcastusa.com>. Bidders shall acknowledge receipt of all addenda.

(O) LAWS

The bid must comply with all federal, state, county and local laws.

GILLESPIE COUNTY  
PROJECT: FUEL WITH BOBTAIL DELIVERY 2024

(P) MATERIALS AND WORKMANSHIP

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

(Q) MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

A prospective bidder must affirmatively demonstrate their 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.

Gillespie County may request representation, references, and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

(R) DOCUMENTATION REQUIREMENT

The bidder shall provide with this bid response all documentation required by these bidding documents. Failure to provide this information may result in rejection of bid.

(S) INDEMNIFICATION

Successful bidder shall defend, indemnify and save harmless Gillespie 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 received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The successful bidder shall pay for any judgment with cost, which may be obtained against Gillespie County growing out of such injury or damages.

(T) TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, delivery/completion of work and/or services ordered is accepted, or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Gillespie County reserves the right to award the canceled contract to the next best bidder as it deems to be in the best interest of the County.

(U) TERMINATION FOR DEFAULT

Gillespie County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Gillespie County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) Meet delivery or completion schedules, or 2.) Otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

GILLESPIE COUNTY  
PROJECT: FUEL WITH BOBTAIL DELIVERY 2024

(V) TESTING

Testing may be performed at the request of Gillespie County, by an agent so designated, without expense to Gillespie County.

(W) PATENTS/COPYRIGHTS

The successful bidder agrees to protect Gillespie County from claims involving infringements of patents and/or copyrights.

(X) SHIPPING DOCUMENTS

Packing slips or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, and (c) descriptive information as to the product delivered, including product code, item number, quantity, number of containers, etc.

(Y) INVOICES

Invoices shall show all information as stated above and shall be mailed directly to the Gillespie County Auditor, 101 W. Main, Unit #4, Fredericksburg, TX 78624.

(Z) PAYMENTS

Payments will be made upon receipt of a valid and substantiated invoice, in accordance with the State of Texas Prompt Payment Act, Article 601fV.T.C.S. The successful bidder(s) is required to pay subcontractors within ten (10) days of receipt of their payment. Under the provisions of Section 154.045 of the Local Government Code, the County may not draw a warrant on a county fund if the payee of the warrant has an outstanding debt due the County. Therefore, the County may not pay successful bidder(s) unless all county taxes are in a current paid status.

(AA) WARRANTY

The successful bidder shall warrant that all products 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.

(BB) REMEDIES

The successful bidder and Gillespie County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

(CC) VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Gillespie County.

(DD) ASSIGNMENT

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Gillespie County.

(EE) SILENCE OF SPECIFICATION

The apparent silence of these specifications as to any detail, or the apparent omission from it, of a detailed description concerning any point shall be regarded as meaning that only the best

GILLESPIE COUNTY  
PROJECT: FUEL WITH BOBTAIL DELIVERY 2024

commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

(FF) INSURANCE

The bidder shall provide insurance certificates with the bid submission showing evidence of the following coverage that would be in force throughout the term of the contract.

1. Workers' Compensation in accordance with State Territorial Workers' Compensation Laws;
2. Employers' Liability Insurance;
3. Public liability and property damage insurance including independent contractor's liability, covering but not limited to, the liability assumed in the indemnification provisions (as specified in these bidding documents) fully insuring contractor's and/or subcontractor's liability for injury to, or death of county employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined coverage for each occurrence of \$500,000.
4. Comprehensive automobile and truck liability insurance to include coverage of owned, hired and non-owned vehicles with minimum limits of \$300,000 each occurrence for bodily injury and \$100,000 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

**The successful bidder shall furnish an endorsement to each policy prior to starting work.** A notice shall be given to Gillespie County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Public Agency Project  
12-11-2023



GILLESPIE COUNTY  
PROJECT: FUEL WITH BOBTAIL DELIVERY 2024

**SPECIFICATIONS**

(A) GENERAL

Gillespie County has a need for fuel with bobtail delivery meeting the standards as set forth below:

- Gasoline – Unleaded (86 Octane)
- Clear Diesel - #2 Fuel (Meeting ASTM D 975 Specifications)
- Dyed Diesel - #2 Fuel (Meeting ASTM D 975 Specifications)

(B) DELIVERY LOCATION

Fuel is to be delivered to the County Yard in Fredericksburg, Texas (2254 N US Highway 87, Fredericksburg, TX) and the County Yard in Harper, Texas (125 S. Ranch Road 783, Harper, TX). All delivery, freight charges and HB 1588 fees are to be included in the bid price. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

(C) DELIVERY TIMING

Delivery time is an important consideration in the evaluation of the lowest and best bid. The bidder shall state the number of days required to place fuel at the County's designated location.

(D) ORDER SIZE

The tanks at the County Yard in Harper, Texas and other equipment limitations will require delivered loads of 500 gallons or less. The bidder shall bid include any markups based on this information.

(E) ESCALATION

It is understood that the rack price as set by the major oil companies is a factor beyond the control of the bidder and may affect the price bid during the contract period. The Bidder shall notify Gillespie County immediately in writing of any such change and shall verify increase or decrease with proper documentation from the oil company. This will be the only allowable increase. Gillespie County reserves the right to accept or reject any increases.

(F) FIXED MARKUP

All bids for each type of fuel will be based on a fixed markup. Since, historically, most major oil companies rack prices, the bid will be awarded to the bidder with the lowest and best fixed markup (fuel markup and delivery combined).

(G) APPROXIMATE USAGE

It is anticipated that Gillespie County will order approximately 2,000 gallons of gasoline and 2,500 gallons of diesel during the contract period. Approximate usage does not constitute an order, but only implies the probable quantity the County will require. Gillespie County may order more or less than the estimated usage and it shall be furnished at the same bid price. Fuel will be ordered on an as needed basis.

GILLESPIE COUNTY  
PROJECT: FUEL WITH BOBTAIL DELIVERY 2024

**BID SHEETS**

1. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

**BID ITEMS WITH BOBTAIL DELIVERY TO 2254 N US HIGHWAY 87, FREDERICKSBURG, TX**

Bid Item	Fixed markup per gallon	Delivery time after receipt of order	Brand
Gasoline – Unleaded (86 Octane)	\$	days	
Clear Diesel - #2 Fuel	\$	days	
Dyed Diesel - #2 Fuel	\$	days	

**BID ITEMS WITH BOBTAIL DELIVERY TO 125 S. RANCH ROAD 783, HARPER, TX**

Bid Item	Fixed markup per gallon	Delivery time after receipt of order	Brand
Gasoline – Unleaded (86 Octane)	\$	days	
Clear Diesel - #2 Fuel	\$	days	
Dyed Diesel - #2 Fuel	\$	days	

**BIDDER ACKNOWLEDGEMENTS:**

Does the bidder meet all specifications?	<input type="checkbox"/> YES <input type="checkbox"/> NO
--	--

**BIDDER RECEIVED THE ADDENDA DATED:**

\_\_\_\_\_

\_\_\_\_\_

**PLANT SITE LOCATIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXCEPTIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

GILLESPIE COUNTY  
PROJECT: FUEL WITH BOBTAIL DELIVERY 2024

Bidder Name:	_____
Bidder Address:	_____
By:	_____
Title:	_____
Phone:	_____
Email:	_____
Signature:	_____

**BIDDER MUST SIGN THE AFFIDAVIT ON THE NEXT PAGE AS PART OF THIS BID. RETURN ALL PAGES OF THIS BID PACKAGE AND ALL DOCUMENTATION REQUIRED BY THESE BIDDING DOCUMENTS.**

Public Agenda Packet  
12-11-2023

GILLESPIE COUNTY  
PROJECT: FUEL WITH BOBTAIL DELIVERY 2024

**BID AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon conditions contained in the specifications of the Invitation for Bid.

The period of acceptance of this bid will be 30 calendar days from the date of the bid opening.

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who appeared after being by me duly sworn, did depose and say: "I, \_\_\_\_\_, am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing on behalf of the said \_\_\_\_\_. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the last six (6) months, directly or indirectly concerned in any pool or agreement of combination, to control the price of services/commodities bid on, or to influence any persons to bid or not to bid thereon."

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

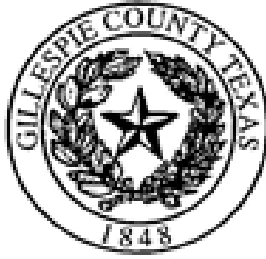
STATE OF TEXAS

COUNTY OF \_\_\_\_\_

SWORN AND SUBSCRIBED before me by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

[seal]



# GILLESPIE COUNTY, TEXAS

## BID PACKAGE FOR TRANSPORTATION AND DELIVERY SERVICES (PRODUCT FROM OTHER ENTITY)

January 2024

Gillespie County Engineering Department  
Gillespie County Courthouse  
Room 106B  
101 W Main Street  
Fredericksburg, TX 78624  
(830) 307 – 6196

GILLESPIE COUNTY  
PROJECT: TRANSPORTATION AND DELIVERY SERVICES (PRODUCT FROM OTHER ENTITY) 2024

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GILLESPIE COUNTY  
PROJECT: TRANSPORTATION AND DELIVERY SERVICES (PRODUCT FROM OTHER ENTITY) 2024

**INSTRUCTIONS/TERMS OF CONTRACT**

The Commissioner's Court will receive bids for TRANSPORTATION AND DELIVERY SERVICES (PRODUCT FROM OTHER ENTITY).

TO PROVIDE an annual contract for the time period January 2024 – December 2024.

IT IS UNDERSTOOD that the Commissioner's Court of Gillespie County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services as covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Gillespie County.

BIDS MUST BE submitted on the attached forms. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract. Each bid shall be marked clearly on the outside of the envelope "PROJECT: TRANSPORTATION AND DELIVERY SERVICES (PRODUCT FROM OTHER ENTITY)." Facsimile transmittals shall not be accepted.

Sealed bids shall be submitted to:

Gillespie County Engineering Department  
Attention: Melissa Eckert  
101 W Main Street  
Fredericksburg, TX 78624.

Sealed bids shall be received no later than **2:00pm local time on Wednesday, January 17, 2024**, at which time the Bids received will be publicly opened and read aloud. Bids received after this time will be returned unopened.

**GENERAL INFORMATION**

(A) GENERAL

Any questions concerning these bid documents shall be directed to the Engineer's office at (830) 307-6196.

(B) FUNDING

Funds for payment have been provided through the Gillespie County budget approved by the Commissioners' Court for this 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 Gillespie County fiscal year shall be subject to budget approval.

(C) LATE BIDS

Bids received in the County Engineer's office after the submission deadline stated in the instructions/terms of contract shall be returned unopened and will be considered void and unacceptable. Gillespie County is not responsible for lateness of mail, carrier, etc. Each bid received will be marked by the Engineer's office upon delivery with the official time/date of receipt.

(D) ALTERING BIDS

Bids cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity. Bids that are altered must be returned to the Engineer's office in accordance with the stated instructions/terms of contract.

(E) WITHDRAWAL OF BIDS

A bid may not be withdrawn or canceled by the bidder for a period of thirty (30) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

(F) SALES TAX

Gillespie County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

(G) BID AWARD

Gillespie County reserves the right to award the bid as a lump sum or unit price as it is deemed to be in the best interest of the County. Pursuant to Local Government Code Section 262.027(e), Gillespie County, in determining the lowest and best bid for a contract, will consider the cost incurred by the County to deliver or haul material from the bidder's pickup and delivery locations. Commissioners Court may, in the best interest of the County, award contracts to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

(H) CONTRACT

This bid, when properly accepted by Gillespie County, shall constitute a contract equally binding between the successful bidder and Gillespie County. No different or additional terms will become part of this contract unless a change order is executed by both parties.



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PROJECT: TRANSPORTATION AND DELIVERY SERVICES (PRODUCT FROM OTHER ENTITY) 2024

(I) CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract shall be made in writing and coordinated with the Precinct Commissioner. A copy of the approved change order must be submitted to the County Auditor's office.

(J) DELIVERY

All delivery and freight charges are to be included in the bid price. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

The Bidder shall state the number of days required to place product at the County's designated location. Failure to state delivery time may cause bid to be rejected.

All orders must be confirmed in writing to the County on same day of order. Failure to confirm the order in writing may cause delivery to be rejected. Successful bidder shall give written notice to the Engineer's office immediately when the delivery schedule cannot be met.

(K) CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

(L) ETHICS

The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Gillespie County.

(M) EXCEPTIONS/SUBSTITUTIONS

All bids meeting the intent of these bidding documents 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 the County shall hold the bidder responsible to perform in strict accordance with the specifications of these bidding documents. Gillespie County Commissioners Court reserves the right to accept or reject any and/or all/none of the exception(s) or substitution(s) deemed to be in the best interest of the County.

(N) ADDENDA

Any interpretations, corrections or changes to these bidding documents will be made by addenda. The sole issuing authority of addenda shall be vested in the Gillespie County Engineer's office.

Addenda will be posted to the county's website at [https://www.gillespiecounty.org/page/BID\\_Information](https://www.gillespiecounty.org/page/BID_Information) and <https://www.civcastusa.com>. Bidders shall acknowledge receipt of all addenda.

(O) LAWS

The bid must comply with all federal, state, county and local laws.

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(P) MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

A prospective bidder must affirmatively demonstrate their 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.

Gillespie County may request representation, references, and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

(Q) DOCUMENTATION REQUIREMENT

The bidder shall provide with this bid response all documentation required by these bidding documents. Failure to provide this information may result in rejection of bid.

(R) INDEMNIFICATION

Successful bidder shall defend, indemnify and save harmless Gillespie 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 received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The successful bidder shall pay for any judgment with cost, which may be obtained against Gillespie County growing out of such injury or damages.

(S) TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, delivery/completion of work and/or services ordered is accepted, or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Gillespie County reserves the right to award the canceled contract to the next best bidder as it deems to be in the best interest of the County.

(T) TERMINATION FOR DEFAULT

Gillespie County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Gillespie County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) Meet delivery or completion schedules, or 2.) Otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

(U) PATENTS/COPYRIGHTS

The successful bidder agrees to protect Gillespie County from claims involving infringements of patents and/or copyrights.

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(V) SHIPPING DOCUMENTS

Packing slips or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, and (c) descriptive information as to the product delivered, including product code, item number, quantity, number of containers, etc.

(W) INVOICES

Invoices shall show all information as stated above and shall be mailed directly to the Gillespie County Auditor, 101 W. Main, Unit #4, Fredericksburg, TX 78624.

(X) PAYMENTS

Payments will be made upon receipt of a valid and substantiated invoice, in accordance with the State of Texas Prompt Payment Act, Article 601fV.T.C.S. The successful bidder(s) is required to pay subcontractors within ten (10) days of receipt of their payment. Under the provisions of Section 154.045 of the Local Government Code, the County may not draw a warrant on a county fund if the payee of the warrant has an outstanding debt due the County. Therefore, the County may not pay successful bidder(s) unless all county taxes are in a current paid status.

(Y) REMEDIES

The successful bidder and Gillespie County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

(Z) VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Gillespie County.

(AA) ASSIGNMENT

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Gillespie County.

(BB) SILENCE OF SPECIFICATION

The apparent silence of these specifications as to any detail, or the apparent omission from it, 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.

(CC) INSURANCE

The bidder shall provide insurance certificates with the bid submission showing evidence of the following coverage that would be in force throughout the term of the contract.

1. Workers' Compensation in accordance with State Territorial Workers' Compensation Laws;
2. Employers' Liability Insurance;
3. Public liability and property damage insurance including independent contractor's liability, covering but not limited to, the liability assumed in the indemnification provisions (as specified in these bidding documents) fully insuring contractor's and/or subcontractor's liability for injury to, or death of county employees and third parties, extended to include

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- personal injury liability coverage, and for damage to property of third parties, with a combined coverage for each occurrence of \$500,000.
4. Comprehensive automobile and truck liability insurance to include coverage of owned, hired and non-owned vehicles with minimum limits of \$300,000 each occurrence for bodily injury and \$100,000 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

**The successful bidder shall furnish an endorsement to each policy prior to starting work.** A notice shall be given to Gillespie County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Public Agenda Packet  
12-11-2023

**SPECIFICATIONS**

(A) GENERAL

Gillespie County has a need for Transportation and Delivery Services (Product from Other Entity) for dry material, such as aggregate or flexible base, when the product supplier is unable to transport the product or the supplier's transportation price is higher than winning bids for this contract.

(B) DELIVERY LOCATION AND TIMING

Delivery is to be made to the location designated at the time of order. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

Delivery time is an important consideration in the evaluation of the lowest and best bid. The Bidder shall state the number of days required to place the product at the County's designated location.

(C) ESCALATION

It is understood that the Freight Commodity Tariff as set by the Texas Railroad Commission is a factor beyond the control of the bidder and may affect the price during the contract period. Bidder shall notify Gillespie County immediately in writing of any such change. This will be the only allowable increase. Gillespie County reserves the right to accept or reject any increases.

(D) APPROXIMATE USAGE

It is anticipated that Gillespie County will order approximately 20,000 tons of product during the contract period. Approximate usage does not constitute an order, but only implies the probable quantity the County will require. Gillespie County may order more or less than the estimated usage and it shall be furnished at the same bid price. Transportation of dry material will be ordered on an as needed basis.

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**BID SHEETS**

1. The bidder shall retain title and control of goods until they are delivered to the location designated by Gillespie County.

**COST FOR DELIVERY WITHIN GILLESPIE COUNTY**

\$/Ton/Mile					
0-30 mi	31-50 mi	51-70 mi	71-90 mi	91-120 mi	120-160 mi
\$	\$	\$	\$	\$	\$
\$	\$	\$	\$	\$	\$
\$	\$	\$	\$	\$	\$

**BIDDER RECEIVED THE ADDENDA DATED:**

\_\_\_\_\_  
\_\_\_\_\_

**EXCEPTIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder Name: _____
Bidder Address: _____
By: _____
Title: _____
Phone: _____
Email: _____
Signature: _____

**BIDDER MUST SIGN THE AFFIDAVIT ON THE NEXT PAGE AS PART OF THIS BID. RETURN ALL PAGES OF THIS BID PACKAGE AND ALL DOCUMENTATION REQUIRED BY THESE BIDDING DOCUMENTS.**

GILLESPIE COUNTY  
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**BID AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon conditions contained in the specifications of the Invitation for Bid.

The period of acceptance of this bid will be 30 calendar days from the date of the bid opening.

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who appeared after being by me duly sworn, did depose and say: "I, \_\_\_\_\_, am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing on behalf of the said \_\_\_\_\_. I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the last six (6) months, directly or indirectly concerned in any pool or agreement of combination, to control the price of services/commodities bid on, or to influence any persons to bid or not to bid thereon."

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

SWORN AND SUBSCRIBED before me by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

[seal]

 **Economy**

Economic Development

**Rural Law Enforcement Grants Senate Bill (SB) 22**

Senate Bill (SB) 22 was passed in the Texas 88th Regular Legislative Session. SB 22 establishes a grant program that will provide financial assistance to sheriff's departments, constable's offices and district and county attorney's offices in eligible counties to ensure professional law enforcement and legal representation of the people's interests throughout the state.

The new law provides supplemental salaries for different positions in rural areas. Eligible counties can apply for grant funds beginning Jan. 1, 2024, regardless of a particular county's fiscal start-date. Eligible counties may apply electronically using the Comptroller office's website beginning Jan. 1, 2024. In future years, counties and prosecutor's offices will apply according to the start of their fiscal year.

## ▼ Rules and Statutes

**Rules**

- 34 TAC §16.300: Definitions
- 34 TAC §16.301: Applications
- 34 TAC §16.302: Review by Comptroller
- 34 TAC §16.303: Awards; Grant Agreement
- 34 TAC §16.304: Authorized uses of grant funds; Limitations
- 34 TAC §16.305: Reporting and compliance
- 34 TAC §16.306: Provisions Applicable to Fiscal Year 2024

**Statutes**

- Rural Sheriff's Office Salary Assistance Grant Program
- Rural Constable's Office Salary Assistance Grant Program
- Rural Prosecutor's Office Salary Assistance Grant Program

**Eligibility**

SB 22 provides financial assistance to rural sheriff's offices and constable's offices in counties with populations of 300,000 or less. It also provides grants to rural prosecutor's offices that serve a



jurisdiction with an overall population of 300,000 or less. A qualified county or prosecutor's office means the office meets these standards provided by the law.

For constable's offices, if the constable is already making above the minimum annual salary of \$45,000, the county is not eligible for grant funding to increase the salary.

If a county already pays the minimum salary levels for the sheriff, deputies and jailers, as detailed in Local Govt. Code Section 130.911 (e)(1), the county may still apply for the grant funds for the uses prescribed in Local Govt. Code Sections 130.911(e)(2)-(4).

The Comptroller's office will use the federal decennial census as the source for the population counts (2020 census data). This will be clearly defined in the proposed rules.

## Available Funds

For sheriff's offices, a qualified county is eligible for the following grant amounts:

- \$250,000 if the county has a population of less than 10,000;
- \$350,000 if the county has a population of 10,000 or more and less than 50,000; or
- \$500,000 if the county has a population of 50,000 or more and 300,000 or less.

For constable's offices, a county with a population of 300,000 or less must provide an annual salary of \$45,000 to a qualified constable. The county must contribute at least 75 percent of the money required to meet the minimum annual salary. The other 25 percent will come from the grant money provided by SB 22.

For prosecutor's offices, the Comptroller's office will use the sum of the population in each county in the multi-county jurisdiction. A jurisdiction with a population of 300,000 or less is eligible for the following amounts for the prosecutor's office:

- \$100,000 if the jurisdiction has a population of less than 10,000;
- \$175,000 if the jurisdiction has a population of 10,000 or more and less than 50,000; or,
- \$275,000 if the jurisdiction has a population of 50,000 or more and 300,000 or less.

## Qualified Expenditures

### Sheriff's Office

Counties awarded money for sheriff's offices must use the grant funds to:

- provide a minimum annual salary of at least:
  - \$75,000 for a county sheriff;
  - \$45,000 for each deputy who makes motor vehicle stops in the routine performance of their duties;

- \$40,000 for each jailer whose duties include the safekeeping of prisoners and the security of a jail operated by the county;
- increase the salary of county sheriffs, deputies who make motor vehicle stops in the routine performance of their duties and jailers whose duties include the safekeeping of prisoners and the security of a jail operated by the county;
- hire additional deputies or staff for the sheriff 's office; and,
- purchase vehicles, firearms and safety equipment for the sheriff's office.

Before it can authorize the use of the grant money for the other allowable expenses, the county must first use the grant money to meet the minimum annual salaries of the county sheriff, deputies who make motor vehicle stops in the routine performance of their duties and jailers whose duties include the safekeeping of prisoners and the security of a jail operated by the county. Counties may use grant funds to increase salaries for those listed in Local Govt. Code Section 130.911 130.911(e)(1) above the established minimum amounts stated.

If a sheriff holds dual offices in the county, the portion of the salary attributable to the sheriff's duties must be increased to meet the minimum salary required in Local Government Code Section 130.911(e)(1).

If a sheriff's office employs part-time employees or pays its employees hourly rather than salary wages, the office must pay an hourly wage that would be the equivalent of the minimum annual salary as per Section 130.911(e) of the Local Government Code.

Additionally, if a county uses grant funds to increase the salary of the county sheriff, deputy sheriff, jailer or any additional staff hired under Local Government Code Sections 130.911(e)(1), (2) or (3), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

For the purposes of this section, the definition of jailer has the same meaning as "county jailer" under Texas Occupations Code, Section 1701.001(2).

## **Constable's Office**

Counties awarded money for constable's offices may only use the grant funds to increase a constable's salary to a minimum annual salary of \$45,000.

If a county uses grant funds to increase the salary of a constable under Local Government Code Section 130.912(e), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

## Prosecutor's Office

A prosecutor's office that is awarded grant funds from SB 22 must use the grant money to:

- increase the salary of an assistant attorney, an investigator or a victim assistance coordinator employed at the office; or,
- hire additional staff for the office.

If a rural prosecutor's office uses grant funds to increase the salary of an assistant attorney, investigator, a victim assistance coordinator or any additional staff hired under Local Government Code Sections 130.913(e)(1) or (2), grant funds may be spent for the associated benefits that are incremental to the increase in salary. Benefits that are not tied to the increase in salary, such as longevity pay, cannot be paid for with grant funding.

## Application Deadlines

According to SB 22, qualified counties and prosecutor's offices must apply not later than 30 days from the first day of their fiscal year. However, for only the first-year program implementation, all eligible counties will be eligible to apply for grant funds beginning Jan. 1, 2024, regardless of a particular county's fiscal start date. If a county has encumbered funds for fiscal 2024 salaries before the first application date of Jan. 1, 2024, the county will be able to backfill its budgeted funds over the months leading up to application using the grant funds. Therefore, it will be up to the county whether to adjust law enforcement salaries at the start of its fiscal year or to wait until grant funds are awarded to the county to adjust salaries. The fiscal 2024 deadline for all qualified counties and prosecutor's office, if their fiscal year starts before Jan. 1, 2024, is 30 days after the application is available on Jan. 1, 2024.

After the first year of the program, a qualified county or prosecutor's office must apply for the grant not more than 30 days after the first day of its fiscal year. If they fail to apply timely, by law the Comptroller's office cannot accept their application and the qualified county or prosecutor's office will have to wait until its next fiscal year to apply.

## Frequently Asked Questions

- ▶ Some counties are concerned with the timing between the rules and their budget deadlines for fiscal 2024 and fear missing out on the grant because it will be too late to apply when they submit their budgets. What guidance is available for these counties?
- ▶ When must the grant funds be spent?
- ▶ How will the Comptroller's office ensure offices are complying with the law?
- ▶ How will the funds be distributed?

**Contact us with questions about the SB22 program.** [mailto:SB22.grants@cpa.texas.gov]

## Need Help?

For additional information, contact the Data Analysis and Transparency Division

[[comptroller.texas.gov/economy/contact.php](https://comptroller.texas.gov/economy/contact.php)] via email [<mailto:econ.dev@cpa.texas.gov>] or at 844-519-5672.

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