



GILLESPIE COUNTY, TEXAS

BID PACKAGE FOR EMULSIFIED ASPHALT MATERIAL

November 2025

Gillespie County Engineering Department
Gillespie County Courthouse
Room 105B
101 W Main Street
Fredericksburg, TX 78624
(830) 307 – 6196
engineering@gillespiecounty.org

GILLESPIE COUNTY
PROJECT: EMULSIFIED ASPHALT MATERIAL 2026

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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 2026 – December 2026.

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: Engineering Department
101 W Main Street
Room 105B
Fredericksburg, TX 78624.

Sealed bids shall be received no later than **2:00pm local time on November 20, 2025**, at which time the Bids received will be publicly opened and read aloud. Bids received after this time will be returned unopened.

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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.

All contracts will be awarded in accordance with applicable laws and regulations, including Title VII of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), or national origin.

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(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.

(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 the delivery time may cause the bid to be rejected.

All orders must be confirmed in writing to the County on the 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 an 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. Bidders shall acknowledge receipt of all addenda.

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(O) LAWS

The bid must comply with all federal, state, county and local laws. The bidder agrees to comply with all applicable equal opportunity laws, including Title VII of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, religion, sex (including sexual orientation and gender identity), or national origin. The bidder will ensure equal opportunity in all employment practices related to this contract and may be disqualified for noncompliance.

(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 the 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 is deemed to be in the best interest of the County.

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(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.

(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 comply with TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Item #300, (2014) or shall be a TxDOT-approved material or meet equivalent performance criteria. **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.**

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(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.

(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.

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SPECIFICATIONS

(A) GENERAL

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

- | | |
|----------|------------------------|
| • CRS-2 | • ROC |
| • CRS-2P | • CWE |
| • CSS-1 | • P2RTU |
| • MC30 | • P2 Prime Concentrate |

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, or shall be a TxDOT-approved material or meet equivalent performance criteria.

(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.

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, or shall be a TxDOT-approved material or meet equivalent performance criteria.
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

[illegible]

BIDDER ACKNOWLEDGEMENTS:

Does the bidder meet all specifications?	☐ YES ☐ NO
--	--

BIDDER RECEIVED THE ADDENDA DATED:

_____	_____
_____	_____

PLANT SITE LOCATIONS:

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.

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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]