

**CITY OF LA MARQUE
INVITATION TO BID
LM #03-23**

Notice is hereby given that the City of La Marque will receive sealed bids for the following bid invitation until at 10:00 a.m. Wednesday, August 24, 2022, for:

“COLD MIX COLD LAY (CMCL) - SECTION I”

Bids will be received at the Office of the City Clerk, 1111 Bayou Road, La Marque, Texas, 77568 until Wednesday, August 24, 2022 at 10:00 a.m. at which time all bids will be opened and publicly read.

Please identify on the outside of your submitted bid packet the LM # and the name of the product or service you are submitting the bid for. Any bids received after the aforesaid time will be returned unopened. The City of La Marque **DOES NOT** accept **FAXED** or **EMAILED BIDS**.

Specifications and bidding documents and packets for all LM's are available on the City's website at: www.cityoflamarque.org

Any Questions on: LM #03-23 please contact Venisha Henderson at: v.henderson@cityoflamarque.org or 409-938-9282.

The City of La Marque reserves the right to accept only those proposals that are deemed to be in the best interest of the City of La Marque, and to accept or reject any or all proposals.

Robin Eldridge, TRMC
City Clerk

TERMS AND CONDITIONS
LM #03-23
COLD MIX CLAY (CMCL) - Section I

1. Specifications and bidding documents may be secured from the Public Works Facility, 4916 Texas Avenue, Bldg. C, La Marque, Texas 77568 or by contacting Venisha Henderson at 409-938-9280 or v.henderson@cityoflamarque.org or from the City of La Marque website at: www.cityoflamarque.org
2. The City reserves the right to reject any or all bids and to waive informalities in bidding. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to consider the most advantageous thereof, or to reject the bid. The award will be made to the responsible bidder submitting the lowest acceptable bid.
3. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the City of La Marque, or for any employee or former employee of the City of La Marque to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before the City of La Marque.
4. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for The City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
5. Before submitting a bid, each bidder must (a) examine the contract document thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with this bid packet.
6. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
7. Bids will be rejected if:
 - A. The envelope is not properly marked in a manner that clearly identifies it as a bid.

- B. It is received after the advertised closing date and time for receipt of bids.
- C. It is submitted on a bid proposal form other than that provided by the city; is not completely filled in, is incomplete, conditional, or obscure or that contains any additions not called for in the specifications.
- D. Bid Proposal Forms provided are not manually signed by the person authorized to enter their company into a contract giving their title or authority, company name, address, and phone number.

- 8. PRICE OF MATERIALS AND SALES TAX:** This contract is issued by an organization which qualifies for exemption pursuant to the provision of Article 20.04 (f) of the Texas Limited Sales, Excise, and the use tax act. The contractor performing this contract may purchase, rent, or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with the State Comptroller's Ruling No. 95-0.07. Any such exemption shall be subject to the provisions of the State Comptroller's Ruling Number 95-0.09 as amended to be effective October 2, 1968.
9. The City reserves the right to revise or amend the specifications prior to the date set for opening bids. Such revisions or amendments if any will be announced by addenda or addendum to these specifications. Copies of such addenda so issued will be furnished to all prospective bidders.
10. Unit price should reflect all charges, i.e., bid unit price, quantity specified and the total charges. In case of errors in the extension, the **unit price will govern the bid.**
11. No payment will be made to the contractor until all material is approved and accepted to the satisfaction of the city, payment on invoice will then be net 30 days.
12. Bids cannot be altered or amended after the opening time. Any alterations made before opening time must be initialed by the bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable explanation.
13. A catalog, brand name or manufacturers referenced used in the bid invitation is **DESCRIPTIVE NOT RESTRICTIVE**, it is to indicate type and quality desired. Bids on brand of like nature will be considered. If bidding on other than referenced specifications, bidder must show manufacture, brand or trade name, lot number, etc., of the article offered.
14. **CONTRACT TERM:** This contract will be for a period of one (1) year beginning **October 1, 2022**. The city must obtain prices early in order to prepare for the upcoming fiscal year budget.

15. The vendor hereby assigns to purchaser any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A., ¶ 1, et. Seq. (1973).
16. The City of La Marque reserves the right to award all sections to a single bidder or separate bidders.
17. Bids received after the closing time will be returned unopened.
18. All shipping and delivery charges to be paid by supplier. FOB City of La Marque, 1111 Bayou Road, La Marque, Texas 77568, or another designated site.
19. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor for any contract for the City of La Marque, or any person associated therewith, as an inducement for the award of a subcontract or order.
20. The responder shall not accept or offer gifts or anything of value nor enter any business arrangement with any employee, official, or agent of the City of La Marque.

PRICE REVISION CLAUSE:

Whenever possible, the City desires firm prices for the full contract period. It is recognized by the City that qualified bidders may be unwilling to guarantee each category of unit prices during the entire period of this contract because of price changes from the bidder's source of supply.

In such instances, an asterisk (*) must be placed by the item or items which the bidder is unwilling to guarantee the price for the full contract period, and the partial period of the contract price should be noted on a separate sheet. Such items will be subject to price changes due to increases or decreases in cost from the bidder source of supply during the term of the contract.

INCREASES: Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the bidder's source of supply. It will ordinarily be the policy of the City to accept prices increases which have been noted in the bid proposal when the amount of such increase is reasonable and does not exceed the limit set out in the preceding sentence. However, the city reserves the right to obtain a different source of items which have been increased in price.

DECREASES: If a vendor does take advantage of this "price revision clause", the City will expect any decreases in cost from the bidder's source of supply during the term of the contract to lower the City's price for such item or items.

NOTE: The City must have thirty (30) days written notice prior to any increase or decrease in existing prices.

A bid will not be considered where there is not price information offered, nor can bids be considered where prices in effect at the time of shipment are offered.

SPECIFICATIONS
LM #03-23
COLD MIX COLD LAY (CMCL) - Section I

1. Scope:

This section covers Cold Patch Mix. Cold patch is a special material that is designed for the use of cold patch applications of asphalt concrete. This material can be used in the repair of potholes and larger areas where this type of material is applicable. The design gradation of Cold Mix Patch must comply with the 1982 Texas Highway Department Standard Specifications, Item #350, Type "D".

2. Design Job Mix Formula:

| Sieve Size | Independent Percent Retained | Item #350 Specifications |
|------------|------------------------------|--------------------------|
| 1/2" | 0 | 0 |
| 3/8" | 3.4 | 0 - 15 |
| #4 | 33.3 | 21 - 53 |
| #10 | 26.0 | 11 - 32 |
| + #10 | 62.7 | 54 - 74 |
| #40 | 10.7 | 6 - 32 |
| #80 | 18.8 | 4 - 27 |
| #200 | 6.4 | 3 - 27 |
| -200 | 4.7 | 1 - 8 |
| % binder | 4.7 | 4.0 - 8.0 |

3. Production Data:

| Description | Minimum Temp. | Maximum Temp. |
|-----------------------------------|---------------|---------------|
| Mixing Temperature (°F) * | 220 | 290 |
| Specific Gravity of Binder @ 60°F | 0.987 | |
| Flash Point of Binder (°F) | 500 + | |

* Aggregate should be surface dried.

4. Stockpile Date:

Normal Stockpile Height----- 8 -Feet (8') Maximum

Normal Stockpile Life----- 3 - 5 Months

* Material should be turned weekly to prevent crusting.

5. Mixture Stripping:

The aggregate combination in this project as shown to have less than 5% stripping in stockpile.

**PROPOSAL
LM #03-23
COLD MIX COLD LAY (CMCL) - SECTION I**

The quantities listed below are estimates based on prior year's usage and are for acquainting the bidder with probable quantity to be expected. These estimates are not intended to set forth minimum or maximum quantities for this contract. The vendor shall furnish quantities to the City as needed.

| Estimated Quantity | Description | Unit Price | Total (Based on Est. Quantity) |
|---------------------------|--|-------------------|---------------------------------------|
| 350 Tons | CMCL Cold Mix as per specifications, F.O.B. to designated City Street. | \$ _____/ton | \$ _____ |
| | TOTAL COST | | \$ _____ — |

SIGNATURE PAGE
LM #03-23
COLD MIX COLD LAY (CMCL) - SECTION I

BY SIGNATURE HEREON AFFIXED, the bidder certifies neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for firm, corporation, or the institution has violated the Antitrust Laws and Commerce Code, or the Federal Antitrust, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Total amount of Bid: \$_____

Company Name

Signature

Printed Name & Title

Address

City, State & Zip

Phone

E-Mail

Date

Acknowledgement of any and all addendums received:

Addendum #1_____

Addendum #2_____

Addendum #3_____