

**TERMS AND CONDITIONS**  
**LM #04-23**  
**LIMESTONE**

1. Specifications and bidding documents may be secured from the City of La Marque website at: [www.bids.cityoflamarque.org](http://www.bids.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. It is received after the advertised closing date and time for receipt of bids.
  - B. 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.
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 one (1) estimated order of 1,200 tons to be delivered between **October 1, 2022, and September 30, 2023.** 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, 4916 Texas Avenue, Bldg. C, 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 into 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 price 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.**

DRAFT

**SPECIFICATIONS**  
**LM #04-23**  
**LIMESTONE**

1. Limestone shall be crushed and shall consist of durable particles of stone mixed with approved binding material. The processed limestone, when properly slaked and tested by standard Texas Highway Department Laboratory methods, shall meet the following requirements of the Texas Highway Department, **1982 Standard Specifications for Construction of Highways, Streets and Bridges, Item 248**: Type A, Grade 1 (Triaxle Class 1) minimum compressive strength, PSI: 45 at 0 PSI lateral pressure and 175 at 15 PSI lateral pressure.

Retained on 1 3/4" Sieve-----	0%
Retained on 7/8" Sieve-----	10% - 35%
Retained on 3/8" Sieve-----	30% - 50%
Retained on No. 4 Sieve-----	45% - 65%
Retained on No. 40 Sieve-----	70% - 80%

Material passing the No. 40 Sieve shall be known as "Soil Binder" and shall meet the following requirements when prepared in accordance with Test Method TEX-101-E Procedure:

- The liquid limit shall not exceed 35%
- The plasticity index shall not exceed 10%

The material shall have a wet ball mill value not exceeding 40 when tested in accordance with the Texas; Highway Department Standard Laboratory Test TEX-116-E. The increase in soil binder shall not exceed 20%

2. The quality of material purchased is critical to the City of La Marque and therefore the supplier will be expected to have Southwestern Laboratories in Texas City to test conformance with the above specifications at the supplier's expense. This test will be required with every 500 tons purchased.
3. The City of La Marque generally will order a minimum of 500 tons at a time.
4. The price quoted shall include delivery to the City of La Marque Field Office at 1500 Municipal Drive, La Marque, Texas 77568 or any job site within the City limits of La Marque.

**PROPOSAL  
LM #04-23  
LIMESTONE**

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.

<b>Estimated Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total (Based on Est. Quantity)</b>
1,200 Tons	Limestone flexible base material as per specifications		
	<b>TOTAL COST</b>		<b>\$</b>

F.O.B. will be to the City of La Marque Field Office located at 1500 Municipal Drive, La Marque, Texas 77568, or any other designated city location.

DRAFT

**SIGNATURE PAGE**  
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**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\_\_\_\_\_