



**CORYELL COUNTY**  
**ROAD AND BRIDGE DEPARTMENT**  
**Justin Latham, Road Administrator**  
3701 US Hwy 84 W, Gatesville, Texas 76528  
Phone: (254)865-5021 Fax: (254)865-6729  
Email: [Justin.Latham@CoryellCountytx.gov](mailto:Justin.Latham@CoryellCountytx.gov)

## INVITATION TO BID

**ITEM: PAVING AGGREGATE**  
**BID NUMBER: CCRB 2024-03**

**Date of Opening: February 9, 2024 @ 9:00 am**  
**Location: Coryell County Main St. Annex**  
800 East Main St. Suite A, Gatesville, TX 76528

**Date of Award: February 13, 2024 @ 9:00 am**  
**Location: Coryell County Commissioners' Court Room**  
801 East Leon St., Gatesville, TX 76528

**Period of Contract: February 13, 2024 thru February 10, 2025**

## GENERAL CONDITIONS/INSTRUCTIONS

1. Bids are solicited for furnishing the materials set forth in this invitation to bid. Completed bid proposals must be received in the **Coryell County Judge's Office, 800 East Main St., Suite A, Gatesville, Tx 76528** by the deadline stated above. *All bids must be in a sealed envelope clearly marked with the bid number and opening date on the outside of the envelope.*
2. Bids received in the Coryell County Judge's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Coryell County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt. **No fax bids will be accepted.**
3. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Coryell County road administrator and the approval of the Commissioners Court.
4. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under federal and state laws.

5. Invoices shall be sent directly to the Coryell County Road & Bridge Department, Road Administrator, 3701 US Hwy 84 W, Gatesville, TX. 76528. Payments will be processed after confirmation that all materials have been received satisfactorily and no unauthorized materials have been received.
6. Coryell County terms of invoice are net thirty (30) days from statement date.
7. The County may extend the contract associated with an accepted bid provided that all terms and conditions of the contract remain unchanged and in full force and effect. Exceptions to this section shall be made for extensions of the contract period and adjustment of any price cited in the contract. The County's option to renew shall be in writing and shall be signed by both parties prior to the expiration of this contract. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of original contract period plus (2) years.
8. If this bid is accepted and approved by the Commissioners Court then this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract unless agreed upon by both parties.
9. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.



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## **CONTRACT**

**STATE OF TEXAS**  
**COUNTY OF CORYELL**

WHEREAS, The attached "Bid Package" which includes the **Invitation to Bid, General Conditions/Instructions, Specifications, Proposal, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the **Coryell County Commissioners Court** as the governing body of Coryell County did on \_\_\_\_\_, 20\_\_ award a contract to \_\_\_\_\_ (Contractor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; and

THEREFORE, knowing all men by these present, that this contract is entered into by Coryell County, Texas (hereinafter called "County") and the undersigned Contractor (hereinafter called "Contractor" or "Bidder").

### **WITNESSETH**

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Contractor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate purchase orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

### **Prior Agreements Superseded**

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This contract along with the Bid Package shall be considered a "Contract associated with an accepted bid" as referenced in the Bid Package.

**Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by an authorized representative of each party.

IN TESTIMONY WHEREOF: Witness our hands at Coryell County, Texas, effective as of the date awarded above, if any.

**CONTRACTOR**

**CORYELL COUNTY**

BY: \_\_\_\_\_  
AUTHORIZED AGENT

BY \_\_\_\_\_  
County Judge

ATTEST: \_\_\_\_\_  
Coryell County Clerk

**\*\*Failure to sign the contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court and signed by both parties.**



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## SPECIFICATIONS

**Bid Purchase:** The County reserves the right to purchase materials from another supplier if the successful bidder cannot fill an order when needed. Destinations are approximate and exact locations are to be determined.

2022 PROPOSAL FOR PAVING AGGREGATE						
ITEM	<i>All prices to be listed on a per ton basis.</i>					
	<i>Pit Location</i>	<i>f.o.b. Pit</i>	<i>f.o.b. R&amp;B Yard</i>	<i>f.o.b. Evant Area</i>	<i>f.o.b. Turnersville Area</i>	<i>f.o.b. Gatesville Area</i>
<b>TOPPING ROCK</b>						
3/8 <sup>th</sup> Inch Pea Gravel Washed						
Grade 3						
Grade 4						
D rock						
	<i>f.o.b. Copperas Cove Yard</i>	<i>f.o.b. King Country Yard</i>	<i>f.o.b. Grove Area</i>	<i>f.o.b. Coryell City Area</i>	<i>f.o.b. Oglesby Area</i>	
<b>TOPPING ROCK</b>						
3/8 <sup>th</sup> Inch Pea Gravel Washed						
Grade 3						
Grade 4						
D rock						

*Submitted by:*

Company Name: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Fax Number: \_\_\_\_\_

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

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.