



**Invitation to Bid #24-BID-002  
Wise County, Texas**

**Bid Title:** Bridge Building and Reconstruction with and without Materials

**Sealed Bids Will Be Received Until:** 10:00 a.m. central time, Thursday, August 3, 2023

**Return Bids To:**

Wise County Asset Control Office  
400 W Walnut, Decatur, or  
P.O. Box 952, Decatur, TX 76234

All bids must be submitted in a sealed envelope on the enclosed bid form and received on or before the time specified above. The bid envelope must have a return address in the upper left hand corner and the bid name and number in the lower left hand corner.

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**Scope**

Wise County is now accepting formal sealed bids for a contract for the construction, removal, repair, and/or replacement of bridges in Wise County with materials or labor only.

This contract will be effective from October 1, 2023 through September 30, 2024.

This contract may be cancelled with a 30 day written notice by either party to the other.

**Specifications**

It is the intent of these specifications to describe the materials/labor necessary to construct, remove, repair, and/or replace bridges in Wise County.

Any catalog, brand name, or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Bidders must state exactly what they intend to furnish. If bidder takes no exception to specifications or reference data, he will be required to furnish items as specified in the bid.

Pricing should be given for labor only and then labor plus materials. The labor plus materials must include all materials required for the job. **It is agreed and understood that the vendor shall furnish all material under the pricing with materials. Under the pricing Labor only, the county shall furnish all material.**

**Timeliness and availability to do the work is a factor on this bid.**

**All materials and design are general and not detailed or designed to each specific bridge. Any change orders from below specifications including design change, unforeseen circumstances, or County request must be submitted in writing to the County Engineer and approved in writing prior to construction of the bridge.**

**Final work must be approved by County Engineer prior to payment.**

**1. Deck:**

Reinforced 7-1/2 inch thick concrete deck, as detailed in Attachment A.

The concrete for the slab shall be Class S with minimum 28-day compressive strength of 4,000 PSI. The reinforcing steel shall be grade 40. Testing shall be provided by the contractor.

The deck should be secured to the beams with stud connectors at 4-foot centers, as detailed in Attachment B, for compression flange bracing, and to ensure that the deck does not shift laterally. In lieu of studs, 7-inch channel-section connectors may be used.

**2. Beams:**

Wide flange W 36 x 130 Beams at 5-foot centers.

The beams should be interconnected with end diaphragms over each abutment and with interior diaphragms at the mid-span, as shown in Attachment B. However, the interior diaphragm detail should be moved up as close to the place of the compression (top) flange as practical (clear the radius) to provide additional torsional bracing. Also, the vertical stiffeners should be extended to attach to the top flange.

Bridge Building and Reconstruction

**3. Header Walls:**

Header walls will be constructed of 1/4-inch plate welded to the outside of the 24-foot abutment **and extended at least 10 feet at 45-degree angles to the approach roadway. The sideslope shall be 3:1, and 2:1 slope underneath the bridge. The abutment and header walls shall be backfilled with 2-sack flowable concrete that conforms to TXDOT specification Item 401. Flowable Backfill.**

**4. Metal Beam Guard Fence(MBGF):**

Metal Beam Guard Fence shall be installed in accordance with the associated TXDOT standard sheets.

## **Substructure**

### **Abutment (each)**

Cap Beam: W 36 x 130 with  $\frac{3}{4}$  thick bearing plates.

Piling: 10  $\frac{3}{4}$  OD pipe at 8 foot centers, and braced at 10-foot intervals above the ground.

The cap beam may be reinforced over each pile with vertical stiffeners to increase resistance to web crippling, as shown in Attachment C.

The piling should be driven in accordance with the Department Standard Specifications (Item 404-Driving Piling) explained in Attachment D. Each pile should attain bearing resistance of at least 150 kips, as determined by the hammer formula. Also, each pile should be driven through hard materials to a sufficient depth to eliminate the danger of failure due to scouring. In general, each pile should penetrate not less than 10 feet into hard material. Additionally, unless refusal is encountered, each pile should penetrate not less than  $\frac{1}{3}$  the unsupported length of the pile. Where the depth to dense material or rock is less than 10 feet, spread footing should be considered.

Decking will be in such a way as to embed top flange of stringers into deck slab.

These specifications may vary according to the Commissioner's discretion. For technical assistance contact the Commissioner in the Precinct the work is to be done.

## **Insurance**

Successful bidder shall provide Wise County with a certificate of insurance evidencing general liability coverage of no less than \$100,000.00.

All insurance requirements in accordance with the Texas Labor Code, Sec. 406.096 must be met.

Before commencing work, the successful bidder shall be required, at his own expense, to furnish Wise County within ten days of notification of award, evidence showing general liability and Worker's Compensation insurance coverage to be in force throughout the term of this contract in accordance with State Territorial Worker's Compensation Laws.

Inability to provide proof of either insurance will result in non-payment and termination of contract.

## **Estimated Quantities**

Because Wise County's needs are seasonal in nature, it is not feasible to offer prospective bidders estimated quantities needed during the year. Wise County will in no way be bound to purchase any predetermined amounts under this contract. All purchases will be based on the County's actual needs.

## **General Contract Terms and Conditions**

The contract price must include all ancillary costs associated with that service.

The bidder reserves the right to change any price desired as long as it does not exceed the bid price.

All invoices will be paid on a net 30 basis. No late fees or interest charges are to be assessed against the county.

**All invoices and correspondence regarding any bridge must utilize the State's bridge number for that structure. No invoices or correspondence will be processed without this number. These numbers can be obtained from the State or the Commissioner of the precinct in which the bridge is located. Invoices must show the address and department where the service was required and the bid number. Each department/precinct must be invoiced separately.**

Invoices must be sent to:

Wise County Auditor's Office  
P.O. Box 899  
Decatur, TX 76234  
940-627-5744  
asstauditor@co.wise.tx.us

Funds for payment on this contract have been provided through the Wise County budget approved by Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligations 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 Wise County fiscal year shall be subject to budget approval. The fiscal year for the County extends from October 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> of the next calendar year.

The bidder must provide pricing (unit or lump sum) as requested on the bid form. Prices quoted shall remain firm for the period of the contract and shall include the cost of installation if required in the specifications, shipping, and delivery of item to the designated point unless pickup is required and stated in the bid and shall not include Federal or State of Texas sales, excise and use taxes.

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed and have satisfied themselves of matters that may be incidental to the work before submitting a bid.

Bidders must submit their bids on the attached forms and they must be originally signed.

Bids not submitted on these forms will be summarily disqualified. **No ring binders.**

**Faxed or emailed bids will not be accepted.**

By submitting and signing the attached bid forms, each bidder is indicating that he has read and understood the instructions, terms, conditions, specifications, and invitation to bid and agrees to comply with and be bound by its precepts. Submission of a bid form shall constitute an offer on such terms that shall remain open and irrevocable until such time as a bid submitted on same has been accepted by the Commissioners' Court of Wise County, Texas. Acceptance of same by the Court shall create a contract between the parties based upon the instructions, terms, conditions, specifications, invitation to bid, and the bid forms. Any additional terms and conditions submitted by bidders will be considered invalid. Only terms and conditions listed in the Wise County bid documents apply. Any changes to Wise County terms and conditions may result in disqualification of the bid.

**Award notice will include information on form 1295 disclosure that must be completed and returned prior to any bid award being considered final, contract being signed by Wise County, any Purchase Order being issued by Wise County, or any notice to proceed with work being issued by Wise County. Wise County cannot advise on the form 1295. If you have questions, the Texas Ethics Commission implemented the law and generated the form so we would suggest calling them at 512-463-5800 or <https://www.ethics.state.tx.us>.**

**By signing this document, your company will be providing the written verification if required by Texas Government Code Section 2270.002 that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

Continuing non-performance of the vendor in terms of specifications shall be basis for termination of the contract by Wise County. Wise County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. However, this shall in no way be construed as negating the basis for non-performance termination.

A Conflict of Interest Questionnaire and explanation has been included with this bid packet. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, or agent who is subject to the laws filing requirements. If you are required to file a Conflict of Interest Questionnaire, the original signed questionnaire should be filed with the County Clerk's Office. **Do not include this form with the bid packet. It will not be filed by Asset Control.**

Wise County Clerk  
P.O. Box 359  
200 N Trinity  
Decatur, TX 76234  
940-627-3351

The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, delivery time, and the overall cost to Wise County. Wise County reserves the right to consider deviations from these specifications. All bids meeting the intent of this invitation to bid 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 shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Wise County Commissioners' Court reserves the

right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Award, if any, will be made to the responsible bidder(s) submitting the lowest and/or best bid price(s) for the item(s) as specified and meeting all the requirements of the invitation to bid. All information required by the bid form must be furnished. To be determined will not be considered an answer. It should be understood by all bidders that Wise County reserves the right to award a contract to a qualified local bidder within three percent of the lowest bid. It should be understood by all bidders that Wise County reserves the right to reject bid submissions that do not meet the requirements of the invitation to bid and that do not contain all of the documentation detailed below.

1. Bid form completed in its entirety and originally signed
2. Affidavit

Wise County reserves the right to accept and/or reject any and all bids or proposals for any reason whatsoever.

All bids that have been submitted shall be available and open for public inspection after the contract is awarded except for trade secrets and confidential information contained in the bid and identified as such.

Any and all terms and conditions offered by Wise County in this document or as part of individual purchase orders issued in connection to this agreement shall supersede any and all terms and conditions of the vendor and shall in fact govern the contract and agreement. This contract is governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Wise County, Texas.

Wise County reserves the right to waive any minor technicalities.

All submittals become the property of Wise County.

### **Additional Notice to Bidders**

By resolution passed on February 23, 2004, the Wise County Commissioners' Court reserves the right to refuse to consider any bid submitted by any person or entity that is currently indebted to Wise County.

### **Applicable Dates and Times**

The bids will be received in the Wise County Asset Control Office at 400 W Walnut in Decatur, Texas, until 10:00 a.m. central time, Thursday, August 3, 2023.

The Wise County Asset Control Office will date and time receive stamp all bids upon their receipt. The County assumes no responsibility for the timely delivery of any bid by anyone or any entity.

Those bids that come in after the above mentioned time will be summarily disqualified and will be left unopened unless it is necessary to open the bid envelope to return a bid bond or check.

No modifications may be made to bids after the time set for the bid opening. Bids may be withdrawn up to, but not after, the time set for bid opening.

The bids will be opened and publicly read in the Wise County Asset Control Office at 10:00 a.m. central time, Thursday, August 3, 2023.

The bids will be considered for award in Wise County Commissioners' Court at the next regularly scheduled Commissioners' Court at the location posted on the agenda. All bidders are encouraged to be present at the bid opening and the bid awarding to defend and answer questions about their bid.

If due to inclement weather or any reason beyond our control the Asset Control Office is closed on the scheduled bid opening date or time, the bid opening date and time will be the same time on the first day the office is reopened for business. Should this be after the original Commissioners' Court date set for award, the award will be considered in the next scheduled Commissioners' Court after the opening.

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Any interpretation made will be in the form of an addendum of the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective bidders. Receipt of all addenda must be acknowledged by the bidder by signing and returning the addenda with the bid. All addenda will be bound with and made a part of the contract documents. Oral explanations or instructions given before the award of the contract will not be binding. Written requests shall be emailed to: Diana Allen at [Diana.allen@co.wise.tx.us](mailto:Diana.allen@co.wise.tx.us).

## **Title**

The bid must be submitted in a sealed envelope with the following written on the outside lower left hand corner:

**Bridge Building and Reconstruction with and without Materials, Bid #24-BID-002**

The bid envelope must also have the bidder's complete return address in the upper left hand corner of the outside envelope.

**Wise County, Texas**  
**Bridge Building and Reconstruction with and without Materials**  
**Bid #24-BID-002**

Bidder's Name: Horton Bridge & Piling  
Physical Address: 2238 Back Cemetery rd  
Mailing Address: 2238 Back Cemetery rd  
City/State/Zip: Perrin, TX 76486  
Phone Number: (817) 565-3345 Fax/Mobile: ( ) \_\_\_\_\_  
Email: hortonj42@yahoo.com  
Contact Person: John Horton

Price per linear foot labor only     \$ 1,975.00

Price per linear including materials     \$ 5,900.00

**Vendor is responsible for checking Wise County website [www.wisecountytexas.gov](http://www.wisecountytexas.gov) for any addendum.**

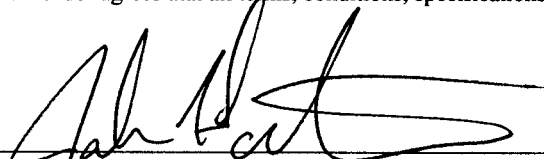
**Price must include any and all charges. Any extraneous fees or charges that will or may be invoiced to the County must be disclosed on this form. This includes, but is not limited to freight, fuel or travel surcharges, overtime rate, etc.**

Should other Governmental Entities located within Wise County decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes     No

If you, the Bidder, checked yes, the following will apply:

“Governmental Entity’s located within Wise County utilizing Inter-Governmental Contracts with Wise County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entity’s other than Wise County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Wise County will not be responsible for another Governmental Entity’s debts. Each Governmental Entity will order their own material/services as needed. The Vendor agrees that all terms, conditions, specifications, and pricing would apply.”

Signature: 

Typed Name and Title: John Horton Owner

Date: 8-3-23



**Bid: Bridge Building and Reconstruction with and without Materials, 24-BID-002**

State of Texas

County of Wise

Affidavit

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John Horton known to me to be the person whose name is subscribed to the following, who, after having first duly sworn, upon oath, did depose and say:

That the foregoing bid submitted by Horton Bridge & Paving hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I am the affiant in the above-mentioned bid. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

**Further Affiant Sayeth Naught.**

**Name and Address of Bidder:**

Bidder: John Horton  
Address: 2238 Beck Cemetery Rd.  
Telephone: 917-565-3348

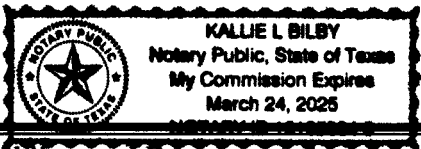
Affiant signature: [Handwritten Signature]

Printed Name: John Horton

Title: Owner

Date: 8-3-2023

Sworn to and Subscribed before me this 3 day of August, 2023.



[Handwritten Signature]  
Notary Public in and for the State of Texas

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Horton Bridge & Piling  
 Perrin, TX United States

Certificate Number:  
 2023-1070144

Date Filed:  
 09/11/2023

Date Acknowledged:  
 9-18-23

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wise county

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-BID-002  
 Bridge Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is John Horton, and my date of birth is 3-31-87.

My address is 2238 Back Cemetery Rd (street), Perrin (city), TX (state), 76486 (zip code), Tack (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tack County, State of TEXAS, on the 15 day of September 2023.  
 (month) (year)

  
 Signature of authorized agent of contracting business entity (Declarant)