

FILED 8/23 20 22
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY Amber Deza DEPUTY
@ 9:50am

**Agreement Between
Webb County and Martin Asphalt Company
For Flexible Base Road Construction Materials**

WHEREAS, at a Webb County Commissioner's Court Meeting held on May 23, 2022, the Court approved and awarded Bid No. 2022-013, entitled "Contract for Road Construction Materials" to Martin Asphalt Company.

NOW, THEREFORE, IT IS AGREED between the **County of Webb**, acting by and through its Commissioners Court, hereinafter referred to as "County" and **Martin Asphalt Company**, a Texas Corporation, 3 Riverway, Suite 400, Houston, Texas 77056, hereinafter referred to as "Vendor" that Vendor shall provide "County" with the products/goods as more particularly described and attached herein as Exhibit A Bid Pricing.

Effective Date and Termination Date of Annual Contract:

The effective date of this Agreement is June 1, 2022, and shall terminate September 30, 2023.

1. Vendor

It is hereby covenanted and agreed by the parties that the products/goods to be provided to County by the Vendor, as awarded under Bid No. 2022-013, entitled Contract for Flexible Base Road Construction Materials and listed in the attached "Exhibit A Bid Pricing", incorporated herein by reference for all intents and purposes, shall be new and unused, unless otherwise specified. County of Webb reserves the right to test the material provided for specification compliance.

2. Contract Documents

The Contract Documents are:

- (a) This Agreement;
- (b) The bid specifications (ITB 2022-13 entitled "Contract for Road Construction Materials")
- (c) Vendor's Bid; and
- (d) Addendum to Bid Specification dated April 28, 2022

3. Price Matching

If the Purchasing Agent is able to identify a significantly lower price of any product/good provided by Vendor and determines that it's in the best interest of Webb County; the Purchasing Agent shall first notify the Vendor either in writing or via email and provide Vendor with the opportunity to match the lower price of any product/good that County is seeking. In the event that the Vendor is not able to match the lower price Vendor shall notify the Purchasing Agent either in writing or via email no later than next working day. Once notification is received within the required timeline specified in this section the Purchasing Agent is authorized to go outside of the annual contract to obtain the product/good in accordance with the Webb County Purchasing manual rules and regulations.

4. Compensation

The County of Webb shall pay the Vendor for products/goods provided which have been authorized by an Official Purchase Order signed by the Webb County Purchasing Agent. The County Auditor will only authorize payment for the goods/services described on the Official Purchase Order unless otherwise permitted by law or the Webb County Purchasing Policy.

Further, compensation for unauthorized change orders will not be paid by Webb County. Only change orders authorized by the Purchasing Agent through an Official Purchase Order will be paid once all goods are received and/or services completed. No other County Official, employee, officer or Elected Official is authorized to approve purchases and/or changes to purchase orders unless approved by the Webb County Purchasing Agent. Further, payment by County of Webb County does not imply that the material invoiced meets applicable specifications.

5. Billing Address

All invoices must be submitted to the Webb County Business Office in electronic format and/or delivered to the following address:

Webb County
1110 Washington Street, Ste. 203
Laredo, Texas 78040 Attn:
Business Office

Or email to: apinvoices@webbcountytexas.gov

ALL invoices must reference a Purchase Order Number.

6. Vendor

In supplying products/goods required of the Vendor whether one or more, under this Agreement, it is mutually understood, and agreed, that Vendor is, at all times, acting and performing as an independent contractor. Webb County's sole interest is to assure that the Vendor shall supply products/goods in a competent, efficient, and satisfactory manner. The Vendor hereby agrees to supply the products/goods in a timely efficient manner and which comply with County's expectation, or reasonable commercial expectation, of the product supplied.

6. Warranties

- (a) Vendor Warrants that:
 - (1) All materials will be paid in accord with the terms for the purchase of the materials from Vendor's provider and that the material will be free of the rightful claim of any provider or other third person;
 - (2) The material will meet or exceed the requirements of this Contract including all applicable statutes, regulations, industry standards, and applicable codes;
 - (3) The material will be merchantable with respect to good of the kind as defined by §2.314, Texas Business & Commerce Code; and
 - (4) The material will be suitable and fit for its intended purpose in compliance with §2.315, Texas Business & Commerce Code.
- (b) Vendor warrants its materials for the period and under the terms required by the bid documents.
- (c) Vendor hereby assigns to County of Webb any warranty for any material provided by the manufacturer and/or provider of such material, which assignment is in addition to Vendor warranties set forth herein.
- (d) These warranties are in addition to warranties provided by Vendor. These warranties prevail over any warranty disclaimer by Vendor and over any warranty Vendor inconsistent with these

warranties.

7. Ethical Standards

Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

8. No Conflicts

Vendor represents and warrants that contractor has no actual or potential conflicts of interest in providing services to County under this contract and the contractor's provision of services under this contract would not reasonably create an appearance of impropriety.

9. Additional Services and Expenses

Any and all additional services, parts, costs, fees or expenses, not included in this agreement, shall require both a written request by the Vendor to the County and prior formal approval by a quorum of the Webb County Commissioner's Court at either a regular, special and/or emergency called meeting of the "County". The County shall not be responsible for and/or shall not compensate the Vendor for these costs without both a written request and prior approval by the County.

10. Terms and Conditions

The Vendor certifies, and affirms, that he/she/company is not legally, or professionally, disqualified from the performance of the duties under this Agreement. Vendor shall advise the County, in writing, of any change in status of the Vendor which may materially affect the ability of Vendor to legally, or professionally, carry out the duties herein.

11. Access to Criminal History Record and Termination of Contract or Disqualification of Bid for Cause

Please be advised that Webb County is entitled to obtain the criminal history information of any person and/or business owner who contracts with the County in accordance with Section 411.1295 of the Texas Government Code. In the event that any criminal history of a person or business owner who contracts with Webb County is discovered, then in that event, Webb County at its sole discretion reserves the exclusive right and shall be entitled to immediate termination of the contract and/or immediate disqualification of bid submittal in the event that such criminal history is discovered, by providing notice to the person and/or business owner of such termination and/or disqualification of bid submittal in accordance with the Notice provisions set forth in Section 13 herein-below.

12. Termination for Convenience

Termination for convenience, also known as a no-fault termination, allows the County to terminate any contract, in whole or in part, at any time in its sole discretion, if it is determined that the termination is in the best interest of the County. As notified by the Purchasing Agent through a 15-day written notice/via email of such intent to terminate contract for convenience.

Purchasing provides the Vendor a written notice specifying the extent of termination and the effective date, providing as much notice as possible. The Vendor is generally paid for allowable costs incurred up to the effective date of termination. The County is not liable for payment to the

Vendor related to the terminated portion of the work or any work performed or costs incurred after the effective date of the termination.

13. Termination for Default

A contract may be terminated for default when (a) the County concludes that the Vendor fails to perform, make progress, or in any way breaches the contract and continues to do so after receiving written notice/email notice of such default/issues and fails to cure such default/issues within 10 working days (b) Termination for default should be used as the last resort. The County should do everything practicable to assist the Vendor in curing a default. Factors to consider before making a decision to terminate for default include: (1) The provisions of the contract and applicable regulations, (2) The specific contractual failure(s) and the explanation provided for the failures, (3) The urgency of the need for the contracted supplies or services, (4) Actions the County may have taken that aggravated the problems, (4) The availability of the supplies or services from other sources and the time required to obtain them, and (5) Availability of funds or resources to re-purchase if the costs cannot be recovered from the defaulting Vendor.

14. Indemnification

(A) VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY OF WEBB, THEIR COMMISSIONERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, OR EXPENSES ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE WORK TO BE PERFORMED OR MATERIALS DELIVERS THAT IS:

(1) ATTRIBUTABLE TO ANY BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON;

(2) ATTRIBUTABLE TO ANY DAMAGE OR INJURY TO OR DESTRUCTION OF REAL PROPERTY INCLUDING THE LOSS OF USE THEREOF THEREOF; AND

(3) CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE, STRICT LIABILITY, OR OTHER ACT OR OMISSION OF:

(a) VENDOR AND ANY SUPPLIER OR THEIR RESPECTIVE AGENTS, REPRESENTATIVES, EMPLOYEES AND/OR

(b) THE COUNTY OF WEBB AND THEIR COMMISSIONERS, OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, AGENTS, AND REPRESENTATIVES OR ANY OTHER PARTY FOR WHOM THEY MAY BE LIABLE REGARDLESS OF WHETHER SUCH LIABILITY IS CAUSED IN WHOLE OR PART OF THE NEGLIGENCE, STRICT LIABILITY, OR OTHER ACT OR OMISSION OF THE PARTIES SO INDEMNIFIED.

(B) THIS INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER ANY WORKERS' COMPENSATION ACT, LIABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

15. Notices

All notices called for, or contemplated, hereunder shall be in writing, and shall be deemed to have been duly given, when personally delivered and/or via e-mail, or seventy-two (72) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

Any notices required to be sent hereunder shall be sent as follows:

TO: Vendor

Martin Asphalt Company
3 Riverway, Suite 400
Houston, TX 77056
(713) 350-6852

E-Mail: Victoria.espino@martinmlp.com

TO: Webb County

Jose Angel Lopez III, CTPM Webb County Purchasing Agent

1110 Washington Street, Ste. 101
Laredo, Texas 78040
(956) 534-4125
E-Mail: joel@webbcountytexas.gov

16. Severability

Each paragraph, and provision, hereof is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

17. Prohibitions against Assignment.

No assignment or transfer of this Agreement can be made without written consent of both parties, hereto.

18. Insurance

Vendor is responsible for procuring and maintain insurance coverage, during the contract term, for the following:

- (a) Claims for workers' compensation, which will be in the amount required by the laws of the state of Texas including employer's liability coverage at minimum \$1,000,000 each occurrence, each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate;
- (b) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include: products and completed operations
- (c) Commercial automobile liability insurance at a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, including non-owned and hired are coverage and owned vehicle if any are owned.

With reference to the foregoing insurance requirements, Vendor shall specifically endorse applicable

insurance policies as follows:

1. Webb County shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the workers compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of Webb County shall be contained in all policies.
4. All insurance policies shall be endorsed to the effect that Webb County will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
5. The additional insured coverage in the CGL policy in favor of Webb County must apply to the ongoing operations of Contractor.
6. Required limits may be satisfied by any combination of primary and umbrella/excess liability insurances.
7. Contractor may maintain reasonable and customary deductibles, subject to approval by Webb County.
8. Insurance must be purchased from insurers that are financially acceptable to Webb County with a minimum *A.M. Best* financial rating of A-:VII.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to Webb County within five (5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

- Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- Shall specifically set forth the notice-of-cancellation or termination provisions to Webb County.
- Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the Webb County to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish Webb County with certified copies of all insurance policies.

19. Venue/Laws of Texas

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and the exclusive venue for any and all legal disputes between the parties shall be enforced and shall lie in the Webb County, Texas.

20. Entire Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties herein concerning the subject matter hereof; and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement, or understandings, verbal or otherwise, of the parties, or their agents, shall be valid, or enforceable, unless signed by both parties, and attached hereto, and/or embodied herein.

21. Amendment

This Agreement may be modified, only in writing, executed by both parties, and approved by a majority of a quorum of the Webb County Commissioner's Court.

22. Confidentiality

Any confidential information provided to, or developed by, Vendor in the performance of the Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual, or organization without the prior approval of COUNTY. All work products, whether in draft or final form is the sole property of Webb County and may not be used by VENDOR for any purpose without written consent of COUNTY.

23. Headings

The headings used herein are for convenience only, and shall not constitute a part hereof, or affect the construction or interpretation hereof.

24. Counterparts

This Agreement may be executed in any number or, and by, the different parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute but one and the same document.

25. Terminology and Definitions

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

26. Execution of Other Instruments

The Parties hereto agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate this Agreement.

27. Parties and Successor Bound

This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, as may be applicable.

28. Effective Date

This Agreement becomes effective on June 1, 2022.

Bid 2022-013	Martin Asphalt Company
Contract for Road Construction Material	c/o Victoria Espino
	3 Riverway #400
	Houston, TX 77056
	(713) 350-6852
Contract Term:	victoria.espino@martinmjp.com
June 1, 2022 to September 30, 2023	
ITEM DESCRIPTION	Price
Item I - Type E TxDOT Approved Flexible Base	No Bid
per cubic yard when weekly Diesel price per gallon is \$2.500 - 3.499	
per cubic yard when weekly Diesel price per gallon is \$3.500 - 4.499	
per cubic yard when weekly Diesel price per gallon is \$4.500 ≥	
Item II - Type A Grade 1-2 TxDOT Approved	No Bid
per cubic yard when weekly Diesel price per gallon is \$2.500 - 3.499	
per cubic yard when weekly Diesel price per gallon is \$3.500 - 4.499	
per cubic yard when weekly Diesel price per gallon is \$4.500 ≥	
Item III - Type F Pit Run Caliche	No Bid
per cubic yard when weekly Diesel price per gallon is \$2.500 - 3.499	
per cubic yard when weekly Diesel price per gallon is \$3.500 - 4.499	
per cubic yard when weekly Diesel price per gallon is \$4.500 ≥	
Item IV - Fill Dirt	No Bid
per cubic yard when weekly Diesel price per gallon is \$2.500 - 3.499	
per cubic yard when weekly Diesel price per gallon is \$3.500 - 4.499	
per cubic yard when weekly Diesel price per gallon is \$4.500 ≥	
Item V - LRA Premix Type D Cold Mix	
price per ton delivered to locations	No Bid
Item VI - MS-2 (5600 gallons per order)	
per gallon when weekly Diesel price per gallon is \$2.500 - 3.499	\$2.94
per gallon when weekly Diesel price per gallon is \$3.500 - 4.499	\$2.94
per gallon when weekly Diesel price per gallon is \$4.500 ≥	\$3.04
Item VII - Water 130 BBLS	
per 130 BBLS when weekly Diesel price per gallon is \$2.500 - 3.499	No Bid
per 130 BBLS when weekly Diesel price per gallon is \$3.500 - 4.499	No Bid
per 130 BBLS when weekly Diesel price per gallon is \$4.500 ≥	No Bid
	No Bid
Geographic Location:	
Name of Ranch	

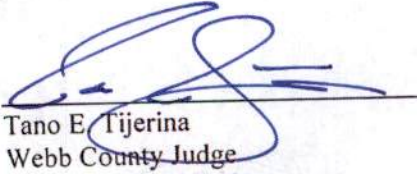
All TxDOT approved flexible base material must meet testing requirements as per standard specifications under Item 247 in the TxDOT Manual

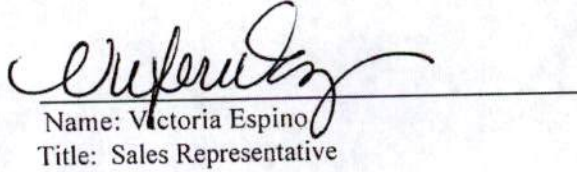
Vendors are required to provide Webb County lab testing results on all flexible base material (non DOT approved upon request).

Exhibit A
Bid Pricing
Emperor Services, LLC
Page 1 of 1

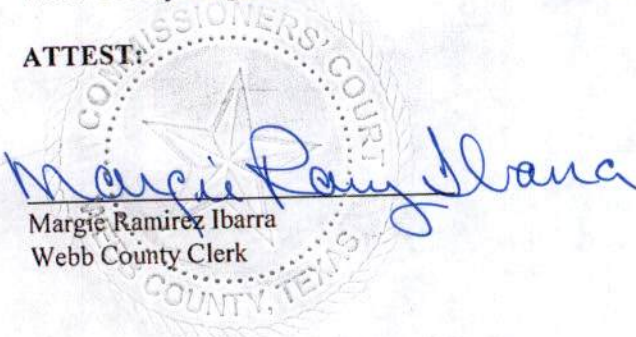
WEBB COUNTY

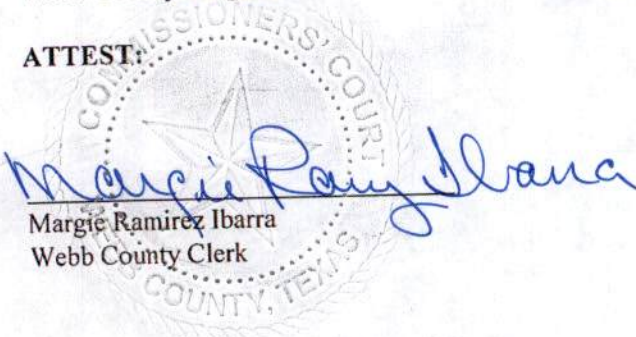
VENDOR
Martin Asphalt Company


Tano E. Tijerina
Webb County Judge

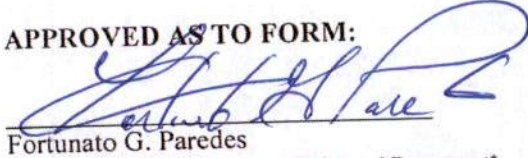

Name: Victoria Espino
Title: Sales Representative

ATTEST:


Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Fortunato G. Paredes
Webb County Chief Assistant for Civil Legal Department*

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Bid 2022-013	Martin Asphalt Company
Contract for Road Construction Material	c/o Victoria Espino
	3 Riverway #400
	Houston, TX 77056
	(713) 350-6852
Contract Term: June 1, 2022 to September 30, 2023	victoria.espino@martinmlp.com
ITEM DESCRIPTION	Price
Item I - Type E TxDot Approved Flexible Base	No Bid
per cubic yard when weekly Diesel price per gallon is \$2.500 - 3.499	
per cubic yard when weekly Diesel price per gallon is \$3.500 - 4.499	
per cubic yard when weekly Diesel price per gallon is \$4.500 ≥	
Item II - Type A Grade 1-2 TxDOT Approved	No Bid
per cubic yard when weekly Diesel price per gallon is \$2.500 - 3.499	
per cubic yard when weekly Diesel price per gallon is \$3.500 - 4.499	
per cubic yard when weekly Diesel price per gallon is \$4.500 ≥	
Item III - Type F Pit Run Caliche	No Bid
per cubic yard when weekly Diesel price per gallon is \$2.500 - 3.499	
per cubic yard when weekly Diesel price per gallon is \$3.500 - 4.499	
per cubic yard when weekly Diesel price per gallon is \$4.500 ≥	
Item IV - Fill Dirt	No Bid
per cubic yard when weekly Diesel price per gallon is \$2.500 - 3.499	
per cubic yard when weekly Diesel price per gallon is \$3.500 - 4.499	
per cubic yard when weekly Diesel price per gallon is \$4.500 ≥	
Item V - LRA Premix Type D Cold Mix	No Bid
price per ton delivered to locations	
Item VI - MS-2 (5600 gallons per order)	
per gallon when weekly Diesel price per gallon is \$2.500 - 3.499	\$2.94
per gallon when weekly Diesel price per gallon is \$3.500 - 4.499	\$2.94
per gallon when weekly Diesel price per gallon is \$4.500 ≥	\$3.04
Item VII - Water 130 BBLS	No Bid
per 130 BBLS when weekly Diesel price per gallon is \$2.500 - 3.499	No Bid
per 130 BBLS when weekly Diesel price per gallon is \$3.500 - 4.499	No Bid
per 130 BBLS when weekly Diesel price per gallon is \$4.500 ≥	No Bid
Geographic Location:	
Name of Ranch	

All TxDOT approved flexible base material must meet testing requirements as per standard specifications under Item 247 in the TxDOT Manual

Vendors are required to provide Webb County lab testing results on all flexible base material (non DOT approved upon request).

Exhibit A
Bid Pricing
Emperor Services, LLC
Page 1 of 1



Invitation to Bid

ITB 2022-013

"Contract for Road Construction Materials"

Due: May 4, 2022 at/or before 2 pm

Notice is hereby given that Webb County is currently accepting sealed Bids for a Contract term of sixteen months effective June 1, 2022 and terminating September 30, 2023 for Road Construction Materials. *This solicitation will comply with the Texas Local Government Code, Sub-Chapter C. (Competitive Bidding in General).*

The accompanying ITB with its terms, conditions, attachments and all other forms in this ITB package are due by or before 2 p.m. (Central Time) on, May 4, 2022. ***ITB received after the due date and time will not be accepted.*** All ITB meeting the required deadline will be read publicly at the following location in accordance with Webb County Purchasing Policies and Procedures:

Webb County Purchasing Department
1110 Washington St., Ste. 101
Laredo, Texas 78040

This ITB solicitation can be viewed at the following online address. Interested firms may submit their proposals by registering on Webb County's eBid site and uploading their file to our "Response Attachments" Tab. Should anyone need assistance please contact Mr. Juan Guerrero, Contract Administrator at (956) 523-4125.

<https://webbcountyebid.ionwave.net/Login.aspx>



Webb County reserves the right to reject any and all ITB, to waive informalities in the ITB process, or to terminate the ITB process at any time, if deemed in the best interest for Webb County.

THIS FORM MUST BE INCLUDED WITH ITB PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH ITB PACKAGE AND SIGN BELOW TO CONFIRM SUBMITTAL OF EACH REQUIRED ITEM.

ITB # 2022-013
“Contract for Road Construction Materials”

- Bidder Information

- A minimum of five (5) references

- Bid sheet “Form A”

- Conflict of Interest form (Form CIQ)

- Certification regarding Debarment (Form H2048)

- Certification regarding Federal lobbying (Form 2049)

- Code of Ethics Affidavit

- Bonding Information

- Proof of No Delinquent Tax Owed to Webb County

Signature of person completing Bid

Date

Table of Contents

1. Introduction	pg. 4
2. Bid Preparation Cost	pg. 4
3. Term of Agreement	pg. 4
4. Instructions to Bidders	pg. 4
5. Terms & Conditions.....	pg. 4,5
6. Conflict & Interest	pg. 5
7. Texas Ethics Commission Requirement Notification	pg. 5
8. Code of Ethics	pg. 5
9. General Conditions	pg. 6
10. Bond Information	pg. 6
11. ITB Schedule.....	pg. 7
12. Special Accommodations.....	pg. 7
13. Proposer Information.....	pg. 8
14. References.....	pg. 9
15. Form "A" Price Schedule.....	pg. 10-13

1. Introduction

Notice is hereby given that Webb County is seeking to award a contract with a successful bidder(s) for an Construction Materials for the Road and Bridge Department. *This solicitation will comply with the Texas Local Government Code, Sub-Chapter C. (Competitive Bidding in General).*

2. Bid Preparation Cost

The County will not reimburse any bidder for any costs involved in the preparation and submission of bids, amendments or other relevant documents associated with the ITB.

3. Instructions to Bidders

- a) Your Bid should be concise, specific, and complete and should demonstrate a thorough understanding of the terms and conditions.
- b) Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete offer are not desired. Legibility, clarity, and completeness are much more important.
- c) Your Bid must be signed by an official authorized to bind your company or as an individual contractually and must be accompanied by a statement to the effect that your offer is firm for a period of not less than 60 calendar days after the closing date of the ITB.
- d) Bidder must provide all information required by "Form A" attached to include all corresponding documents required by Webb County Purchasing Agent.

5. Terms and Conditions

Term of contract shall be for Sixteen (16) months effective June 1, 2022 – September 30, 2023.

Purchase Orders: Vendor must have a purchase order before making a delivery. Purchase Orders will be issued for each department authorized to place an order for Road Materials authorized by contract. The Purchase Order will list the individual items and or services along with the price approved by Commissioners Court.

Invoices: All Original invoices must include invoice number, invoice date, purchase order#, and corresponding department. All items must show a clear description of items purchased, and quantities ordered.

To ensure prompt payment all ORIGINAL invoices must be mailed or hand delivered by the vendor to the following address to include proof of weekly diesel pricing as required by this formal solicitation:

**Webb County Business Office
1110 Washington, Suite 203
Laredo, TX 78040**

Invoices may also be emailed to the following email address: apinvoices@webbcountytx.gov

Pricing: Pricing provided in the Bid by the vendor must remain constant for the duration of the contract term and all prices must be rounded to the nearest cent. All charges, surcharges, fees, and all costs associated with shipping must be reflected in the price. Webb County will not pay charges that are not stipulated in the executed contracts authorized by Commissioners Court.

Webb County reserves the right to reject any and all bids, to waive defects and formalities in such bids, and to award a contract to the vendor which it considers has submitted the bid with the overall best value.

Webb County reserves the right to select a primary and secondary vendor, and or to select multiple vendors for this contract.

6. Conflict of Interest

The contract or contracts in this solicitation are subject to Texas Govt. Code Sec. 2261.252(b), which prohibits the Webb County from entering into contracts with certain private vendors in which certain Webb County officers and employees have a financial interest. Each respondent shall include in its proposal a statement that it is not prohibited from entering into a contract with Webb County as a result of a financial interest as defined under Texas Govt. Code Sec. 2261.252(b).

A conflict of interest may involve conflicting incentives with regard to the firm as a whole, or any employee. The conflict may arise between the provider's work under a contract entered as a result of this solicitation and a relationship involving Webb County, a construction contractor, another engineering firm, a materials testing firm, a third party affected by the project, a sub provider for any other consultant or contractor, or any other entity with an interest in a project on which work is performed under a contract entered as a result of this solicitation.

7. Texas Ethics Commission Requirement Notification:

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

A signed and notarized Form 1295 shall be tendered to Webb County by providers selected to receive a contract prior to contract execution. Webb County will not evaluate the information provided, or respond to any questions on how to interpret the Texas Ethics Commission's rules.

For additional information, please reference the Texas Ethics Commission webpage at: <https://www.ethics.state.tx.us/tec/1295-Info.htm>

8. Webb County Purchasing Code of Ethics Policy

The County of Webb will ensure that it will promote and enforce proper ethical conduct by all Vendors, Procurement Officials, Elected Officials and County employees directly or indirectly involved in the procurement process. All vendors wishing to participate in any solicitation must sign and notarize the affidavit form included as part of this solicitation package and upload with your electronic submission. Failure to submit form will disqualify your bid or proposal package from being considered. The Ethics Policy can be viewed at the Webb County Purchasing Agents website for vendors to read prior to signing and submitting the affidavit form.

When responding to an Active Solicitation, Vendors shall be required to disclose donations and campaign contributions by the Vendor or any individual or entity acting on the Vendor's behalf to the Purchasing Agent or his designee made within six (6) months prior to the date of the Active Solicitation. Failure by a Vendor to accurately disclose such contributions may result in the Vendor's disqualification, debarment, or contract voidance as per Section 18 of the Ethics Policy.

The Webb County Purchasing Board approved the Code of Ethics policy on April 19, 2018 and adopted by the Webb County Commissioners Court on May 14, 2018.

9. General Conditions

Interested bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the bidder's responsibility to obtain any additional information it deems necessary to submit in its ITB proposal, as well as in the performance of the contract. Information contained in this document should not be considered all-inclusive.

10. Bond Information (If Applicable)

PAYMENT AND PERFORMANCE BONDS: ***PLEASE BE ADVISED THAT THIS CONTRACT MAY REQUIRE BOTH A PAYMENT AND/OR A PERFORMANCE BOND FROM THE CONTRACTED VENDOR***

A Performance Bond is required for construction work if the contract is in excess of \$50,000 and a **Payment Bond is required** if a construction contract is in excess of \$25,000 in statutory compliance with applicable provisions of the Texas Local and Government Code.

Contractor shall supply the required Performance/Payment bonds to the Webb County Civil Legal Department within Seven (7) days of execution of the Construction Agreement or not later than Two (2) working days prior the date of the scheduled pre-construction meeting which shall be the "DEADLINE" for compliance and which both parties have mutually agreed to as an "Express Condition Precedent" to Webb County's contractual terms and conditions.

Bonds must be issued by companies authorized and admitted to do business in the State of Texas and rated B+ or better by A.M. Best Company (Best's Key Rating Guide, current Edition, and as amended) and/or otherwise acceptable to the Owner.

*** THE NOTICE TO PROCEED SHALL NOT BE ISSUED TO THE CONTRACTOR BY WEBB COUNTY WITHOUT THE DELIVERY OF ALL STATUTORILY REQUIRED PERFORMANCE AND/OR PAYMENT BONDS AND/OR PROOF OF ALL REQUIRED INSURANCE POLICIES TO WEBB COUNTY BY CONTRACTOR NOT LATER THAN TWO (2) WORKING DAYS PRIOR THE DATE OF THE SCHEDULED PRE-CONSTRUCTION MEETING "DEADLINE". IF THE**

CONTRACTOR FAILS TO PROVIDE SAID BONDS OR INSURANCE POLICIES BY THE DEADLINE SHALL CONSTITUTE A DEFAULT OF YOUR CONTRACT AND WEBB COUNTY SHALL AT THEIR SOLE OPTION AWARD THE CONTRACT TO THE NEXT LOWEST BIDDER OR RE-ADVERTISE THIS PROJECT FOR NEW BIDS/PROPOSALS.**

11. ITB SCHEDULE

Activity	Time	Date	Responsible Party
Public Notice/newspaper	n/a	Apr 22 nd , Apr 29 th	Webb Co. Purchasing Dept.
ITB on Website	n/a	Apr 19 th - Until Award	Webb Co. Purchasing Dept.
Sealed Bids Due	2 pm	May 4 th	Proposer/Contractor
Evaluation of Bids	TBD	May 4 th – 6 th	Webb Co. Purchasing Dept.
Award of Contract	TBD	TBD	Governing Body
Finalization of Contract Doc	TBD	TBD	Webb County/Contractor
Commencement of Service	TBD	TBD	Webb County/Contractor

Footnote: County reserves the right to adjust time and dates on above projected schedule if it's in the best interest for Webb County.

12. Special Accommodations:

To request special accommodations pursuant to the Americans with Disabilities Act (ADA), please notify the contact shown below, a minimum of 48 hours prior to a scheduled meeting.

Mr. Juan Guerrero, Contract Administrator at 956) 523-4125 or email at juguerrero@webbcountytx.gov



Proposer Information

Name of Company: _____

Address: _____

City and State _____

Phone: _____

Email Address: _____

Signature of Person Authorized to Sign:

Signature

Print Name

Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

(Date)

Note:

All submissions relative to these ITB shall become the property of Webb County and are nonreturnable.

If any further information is required, please call the Webb County Contract Administrator, Juan Guerrero, at (956)523-4125.

References

Name of Local / State government or private company	Address	Phone	Name of Contact	Contract Active, if not when did it expire (If applicable)

“Form A”

The County of Webb is soliciting bids for Construction Materials in different geographic locations within Webb County to facilitate the delivery or pick-up of the construction materials for certain County projects.

If you are interested in participating in this Bid, please read and complete the information below.

1. Description: These specifications shall govern for the material which shall be used for a foundation course, for a surface course or for other base courses, and which shall be composed of either caliche or stone materials crushed or un-crushed as necessary to meet the requirements hereinafter specified.
2. Materials: The materials shall consist of argillaceous, calcareous or calcareous clay particles with or without stone, conglomerate, gravel, sand or other granular materials. The material shall be Type “E” TxDOT approved & Type “F” (Pit run caliche) conforming State Department of Highways and Public Transportation specifications.
3. Testing and Inspection: Sampling and testing procedures shall conform to the requirements of the appropriate designation of the American Association of State Highway Officials or the American society for Testing Materials. **The source of material shall be approved by the Webb County Road & Bridge Superintendent.**

Testing to determine the suitability of material will be necessary.

Testing for the Atterberg Limits, Gradation, etc. shall be performed by an independent testing laboratory designated by the Webb County Road & Bridge Superintendent. One copy of the test report shall be submitted to the Webb County Road & Bridge Superintendent and one to the Purchasing Department.

4. Cause for Termination of Contract: This construction materials contract may be terminated for any of the following reasons: The material supplied, continuously fail to meet the specifications as included herein and as determined by Webb County Road & Bridge Superintendent, County Engineer or the designated Testing Laboratory.

Price Schedule Form

Bids shall be based on per unit of material listed and shall include dollar amounts for each specific unit listed. Price per cubic yard of material shall remain firm during the extent of the contract.

Delivery of material is to be made to:

Road & Bridge Department 7210 E. Saunders, Laredo, TX 78041

- **Type "E" TxDOT Approved**

a) Price per cubic yard **loaded and delivered** for the county by vendor or supplier:

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$3.500 – \$4.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$4.500 ≥

- **Type "A" Grade 1-2 TxDOT Approved**

a) Price per cubic yard **loaded and delivered** for the county by vendor or supplier:

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$3.500 – \$4.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$4.500 ≥

All TxDOT approved flexible base material must meet testing requirements as per standard specification under Item 247 in the TxDOT Manual (see attached)

Vendors are required to provide Webb County lab testing results on all flexible base material.

*****Lab Testing must be coordinated with Road & Bridge Superintendent**

- **Type "F" Pit Run Caliche**

a) Price per cubic yard **loaded and delivered** for the county by vendor or supplier:

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$3.500 – \$4.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$4.500 ≥

- **Fill Dirt**

a) Price per cubic yard **loaded and delivered** for the county by vendor or supplier:

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$3.500 – \$4.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$4.500 ≥

****Applicable to all pricing submitted****

Awarded vendor will be required to submit a copy of the U.S. Energy Information Administration weekly retail Diesel prices with bill/invoice.

Diesel (On-Highway) – All Types

All TxDOT approved flexible base material must meet testing requirements as per standard specification under Item 247 in the TxDOT Manual (see attached)

Vendors are required to provide Webb County lab testing results on all flexible base material.

***** Lab Testing must be coordinated with Road & Bridge Superintendent**

- **Water - 130 BBLs (5640 gallons) - price per load \$ _____**

\$ _____ per cubic yard when weekly Diesel Fuel price range is \$2.500 – 3.499

\$ _____ per cubic yard when weekly Diesel Fuel price range is \$3.500 – 4.499

\$ _____ per cubic yard when weekly Diesel Fuel price range is \$4.500 – 5.499

Fee to spray water at location \$ _____

- **LRA Premix Type D Cold Mix - price per ton delivered \$ _____**

\$ _____ per ton when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per ton when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per ton when weekly Diesel Fuel price range per gallon is \$4.500 ≥

- **MS-2 (approximately 5600 gallons per order)**

\$ _____ per 5600 gallons when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per 5600 gallons when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per 5600 gallons when weekly Diesel Fuel price range per gallon is \$4.500 ≥



Proposer Information

Name of Company: Martin Asphalt Company
Address: 3 Riverway Drive 400
City and State: Houston TX 77056
Phone: 713-350-6852
Email Address: VICTORIA.espino@martinmlp.com

Signature of Person Authorized to Sign:


Signature
Victoria Espino
Print Name
Sales Rep.
Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

Corporation
5/3/2022
(Date)

Note:

All submissions relative to these ITB shall become the property of Webb County and are nonreturnable.

If any further information is required, please call the Webb County Contract Administrator, Juan Guerrero, at (956)523-4125.

THIS FORM MUST BE INCLUDED WITH ITB PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH ITB PACKAGE AND SIGN BELOW TO CONFIRM SUBMITTAL OF EACH REQUIRED ITEM.

ITB # 2022-013

"Contract for Road Construction Materials"

- Bidder Information
- A minimum of five (5) references
- Bid sheet "Form A"
- Conflict of Interest form (Form CIQ)
- Certification regarding Debarment (Form H2048)
- Certification regarding Federal lobbying (Form 2049)
- Code of Ethics Affidavit
- Bonding Information
- Proof of No Delinquent Tax Owed to Webb County


Signature of person completing Bid

5/5/2022
Date

“Form A”

The County of Webb is soliciting bids for Construction Materials in different geographic locations within Webb County to facilitate the delivery or pick-up of the construction materials for certain County projects.

If you are interested in participating in this Bid, please read and complete the information below.

1. Description: These specifications shall govern for the material which shall be used for a foundation course, for a surface course or for other base courses, and which shall be composed of either caliche or stone materials crushed or un-crushed as necessary to meet the requirements hereinafter specified.
2. Materials: The materials shall consist of argillaceous, calcareous or calcareous clay particles with or without stone, conglomerate, gravel, sand or other granular materials. The material shall be Type “E” TxDOT approved & Type “F” (Pit run caliche) conforming State Department of Highways and Public Transportation specifications.
3. Testing and Inspection: Sampling and testing procedures shall conform to the requirements of the appropriate designation of the American Association of State Highway Officials or the American society for Testing Materials. **The source of material shall be approved by the Webb County Road & Bridge Superintendent.**

Testing to determine the suitability of material will be necessary.

Testing for the Atterberg Limits, Gradation, etc. shall be performed by an independent testing laboratory designated by the Webb County Road & Bridge Superintendent. One copy of the test report shall be submitted to the Webb County Road & Bridge Superintendent and one to the Purchasing Department.

4. Cause for Termination of Contract: This construction materials contract may be terminated for any of the following reasons: The material supplied, continuously fail to meet the specifications as included herein and as determined by Webb County Road & Bridge Superintendent, County Engineer or the designated Testing Laboratory.

Price Schedule Form

Bids shall be based on per unit of material listed and shall include dollar amounts for each specific unit listed. Price per cubic yard of material shall remain firm during the extent of the contract.

Delivery of material is to be made to:

Road & Bridge Department 7210 E. Saunders, Laredo, TX 78041

- **Type "E" TxDOT Approved**

a) Price per cubic yard **loaded and delivered** for the county by vendor or supplier:

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$3.500 – \$4.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$4.500 ≥

- **Type "A" Grade 1-2 TxDOT Approved**

a) Price per cubic yard **loaded and delivered** for the county by vendor or supplier:

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$3.500 – \$4.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$4.500 ≥

All TxDOT approved flexible base material must meet testing requirements as per standard specification under Item 247 in the TxDOT Manual (see attached)

Vendors are required to provide Webb County lab testing results on all flexible base material.

*****Lab Testing must be coordinated with Road & Bridge Superintendent**

- **Type "F" Pit Run Caliche**

a) Price per cubic yard **loaded and delivered** for the county by vendor or supplier:

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$3.500 – \$4.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$4.500 ≥

- **Fill Dirt**

a) Price per cubic yard **loaded and delivered** for the county by vendor or supplier:

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$3.500 – \$4.499

\$ _____ per cubic yard when weekly Diesel Fuel price range per gallon is \$4.500 ≥

****Applicable to all pricing submitted****

Awarded vendor will be required to submit a copy of the U.S. Energy Information Administration weekly retail Diesel prices with bill/invoice.

Diesel (On-Highway) – All Types

All TxDOT approved flexible base material must meet testing requirements as per standard specification under Item 247 in the TxDOT Manual (see attached)

Vendors are required to provide Webb County lab testing results on all flexible base material.

*****Lab Testing must be coordinated with Road & Bridge Superintendent**

- **Water - 130 BBLS (5640 gallons) - price per load \$ _____**

\$ _____ per cubic yard when weekly Diesel Fuel price range is \$2.500 – 3.499

\$ _____ per cubic yard when weekly Diesel Fuel price range is \$3.500 – 4.499

\$ _____ per cubic yard when weekly Diesel Fuel price range is \$4.500 – 5.499

Fee to spray water at location \$ _____

- **LRA Premix Type D Cold Mix - price per ton delivered \$ _____**

\$ _____ per ton when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per ton when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per ton when weekly Diesel Fuel price range per gallon is \$4.500 ≥

- **MS-2 (approximately 5600 gallons per order)**

\$ 2.94 per 5600 gallons when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ 2.94 per 5600 gallons when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ 3.04 per 5600 gallons when weekly Diesel Fuel price range per gallon is \$4.500 ≥

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Addendum Date: April 28, 2022

BID DOCUMENT NUMBER ITB 2022-013
"ROAD CONSTRUCTION MATERIALS"

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **BIDDERS MUST SIGN THE ADDENDUM AND SUBMIT IT WITH THEIR BIDS/PROPOSALS.**

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

1. Form A - #3 Testing and Inspections is modified as follows:

Testing and Inspection: Sampling and testing procedures shall conform to the requirements of the Texas Department of Transportation – Flexible Base Selection and Information Guide (Materials & Tests Division – Soils & Aggregates Section).

After official award by Commissioner Court but prior to execution of contract, awarded Vendor(s) will be required to submit a Proctor Test with the minimum of the following three major conclusive tests as follows: 1.) Atterberg Limits 2.) Sieve Analysis and 3.) Wet Ball Mill test for all flexible or aggregate base materials as requested by this formal solicitation. Testing will be performed by an independent testing laboratory designated by the Webb County Purchasing Agent or his designee. Vendors will be required to notify and coordinate with the Webb County Road and Bridge Director or his designee when testing of any / all construction materials so both parties are on site / pit location during the sampling by independent testing laboratory personnel. One copy of the proctor test report shall be submitted to the Webb County Road & Bridge Superintendent and one to the Purchasing Agent.

Webb County through its Road and Bride Director reserves the right to test flexible base and aggregate base material of all types during the term of the contract to be conducted as "surprise spot checks" without notice and Webb County shall be provided access to enter property where construction materials are located/pit location with independent testing laboratory personnel to retrieve samples for testing at County's expense. Negative test results may be grounds to terminate contract, if not rectified immediately, at the discretion of Commissioner's Court through official action.

2. Correction to **Price Schedule form** language for both Water and LRA Premix Type D Cold Mix is modified as follows:

- Water - 130 BBLs (5640 gallons)

\$ _____ per 130 BBLs when weekly Diesel Fuel price range is \$2.500 – 3.499

\$ _____ per 130 BBLs when weekly Diesel Fuel price range is \$3.500 – 4.499

\$ _____ per 130 BBLs when weekly Diesel Fuel price range is \$4.500 ≥

- LRA Premix Type D Cold Mix

\$ _____ per ton when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

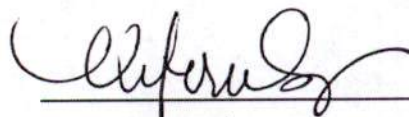
\$ _____ per ton when weekly Diesel Fuel price range per gallon is \$2.500 – \$3.499

\$ _____ per ton when weekly Diesel Fuel price range per gallon is \$4.500 ≥

3. Bidders must provide geographic location of Pit/quarry where construction materials are stored/extracted for delivery to the Webb County Road and Bridge Department located at 7210 E. Saunders, Laredo, Texas 78041, to include the distance in miles from Pit to the Road and Bridge Department.

4. Deadline to submit bid proposal has been extended from Wednesday May 4th to **Friday May 6th at 2 pm.**

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM(s):

Company Name Martin Asphalt Company
Contact Person Victoria Espino
Signature 
Date 5/3/22

THIS CONCLUDES ADDENDUM NO. 1 IN ITS ENTIRETY.

This Addendum is being transmitted electronically via our E-Bid site @ <https://webbcountyebid.ionwave.net/Login.aspx> . If you have any questions, please direct them to; Juan Guerrero Jr. (956) 523-4149 or email at juguerrero@webbcountytexas.gov .

References

Name of Local / State government or private company	Address	Phone	Name of Contact	Contract Active, if not when did it expire (If applicable)
Victoria County	115 N Bridge Victoria, TX	361-525 8481	Pete	Yes, yearly
Dewitt County	307 N. Gonzales Cuero, TX	361-215 - 0924	Carrre Rae	Yes, yearly
Burlison Co.	100 W. Buck Caldwell, TX	979-567 - 2333	David Hildebrand	Yes, yearly
Calhoun Co.	202 S Ann St Lavaca	361-553 4610	Peverittall	Yes yearly
Guadalupe Co.	212 W. Nulte Seguin TX	830-305 2948	Mark Green	Yes yearly

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Martin Asphalt Company

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *[Signature]*
Signature of vendor doing business with the governmental entity

5/3/20
Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
Mankin Asphalt Co.	75-2081053	

Victoria Espino
Signature of Authorized Representative

5/3/22
Date

Victoria Espino, Sales Rep.
Printed/Typed Name and Title of Authorized Representative

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

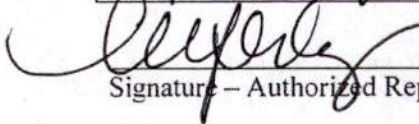
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
 No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
MARTIN Asphalt Co.	75-2081053	

Name of Authorized Representative	Title
Victoria Espino	Sales Rep


Signature - Authorized Representative

3/2/22
Date

**WEBB COUNTY PURCHASING DEPT.
QUALIFIED PARTICIPATING VENDOR CODE OF ETHICS
AFFIDAVIT FORM**

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

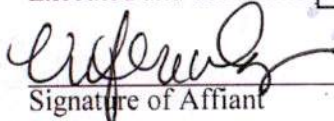
COUNTY OF WEBB *

BEFORE ME the undersigned Notary Public, appeared VICTORIA ESPINO, the herein-named "Affiant", who is a resident of HARRIS County, State of TEXAS and upon his/her respective oath, either individually and/or behalf of their respective company/entity, do hereby state that I have personal knowledge of the following facts, statements, matters, and/or other matters set forth herein are true and correct to the best of my knowledge.

I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby confirm that I have reviewed and agree to fully comply with all the terms, duties, ethical policy obligations and/or conditions as required to be a qualified participating vendor with Webb County, Texas as set forth in the Webb County Purchasing Code of Ethics Policy posted at the following address: <http://www.webbcountytexas.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf>

I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby further acknowledge, agree and understand that as a participating vendor with Webb County, Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to comply with the Code of Ethics policy may result in my and/or my company/entity disqualification, debarment or make void my contract awarded to me, my company/entity by Webb County. I agree to communicate with the Purchasing Agent or his designees should I have questions or concerns regarding this policy to ensure full compliance by contacting the Webb County Purchasing Dept. via telephone at (956) 523-4125 or e-mail to the Webb County Purchasing Agent to joel@webbcountytexas.gov.

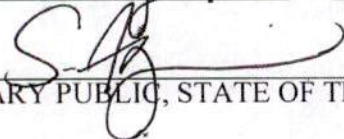
Executed and dated this 3rd day of MAY, 2022


Signature of Affiant

Victoria Espino
Printed Name of Affiant/Company/Entity



SWORN to and subscribed before me, this 3rd day May, 2022


NOTARY PUBLIC, STATE OF TEXAS

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name Martin Product Sales owes no delinquent property taxes to Webb County.

Martin Asphalt Co. owes no property taxes as a business in Webb County.
(Business Name)

Martin Asphalt Co owes no property taxes as a resident of Webb County.
(Business Owner)

Lynn Nance
Person who can attest to the above information

*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas
County of Webb

Before me, a Notary Public, on this day personally appeared Lynn Nance, know to me (or proved to me on the oath of N/A) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 5th day of May 2022

Notary Public, State of Texas

Leslie Michelle Murray

(Print name of Notary Public here)

My commission expires the 2th day of March 2024



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

Certificate Number:
 2022-882000

Date Filed:
 05/04/2022

Date Acknowledged:

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

MARTIN ASPHALT
 SOUTH HOUSTON, TX United States

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

WEBB 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.

ITB # 2022-013
 CONTRACT FOR ROAD CONSTRUCTION MATERIALS

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.



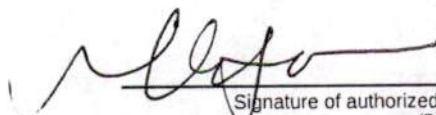
6 UNSWORN DECLARATION

My name is Victoria Espino, and my date of birth is 10/17/89.

My address is 11814 Vikery (street), Houston (city), TX (state), 77059 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 4th day of May, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
 (Declarant)



CERTIFICATE OF LIABILITY INSURANCE

5/1/2023

DATE (MM/DD/YYYY)

4/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ACE American Insurance Company	22667
		INSURER B : Westchester Fire Insurance Company	10030
		INSURER C : See Attached	
		INSURER D : Gemini Insurance Company	10833
		INSURER E : Hamilton Insurance Designated Activity Company	
		INSURER F :	

COVERAGES * CERTIFICATE NUMBER: 17672564 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIABILITY <input checked="" type="checkbox"/> \$1M-SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	XSLG72485531	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Not Applicable PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	ISAH25561478	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	G27550277008 ENGXSHI224845	5/1/2022 5/1/2022	5/1/2023 5/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	See Attached	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EXCESS AUTOMOBILE LIABILITY	N	N	GVE100124709	5/1/2022	5/1/2023	LIMIT \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

17672564
Webb County
1110 Washington, Suite 203
Laredo TX 78040

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Producer:

Lockton Companies
2100 Ross Avenue, Suite 1400
Dallas, TX 75201

WORKERS' COMPENSATION POLICIES

OTHER STATES

Policy Number: WLR C68919368

Insurer: Indemnity Insurance Company of North America

Arizona

Policy Number: WLR C6891940A

Insurer: Ace American Insurance Company

NAMED INSUREDS

MARTIN RESOURCE MANAGEMENT CORPORATION, MARTIN MIDSTREAM PARTNERS L.P. AND/OR ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES AND INTERRELATED COMPANIES

AMERICAN SENTERFITT INSURANCE COMPANY, LTD.
ASPIRE AMERICA, INC.
BERRY PETROLEUM COMPANY
CENTRAL OIL CO., INC.
CROSS OIL REFINING & MARKETING, INC.
CROSS OIL REFINING & MARKETING, INC. DBA CROSS OIL PACKAGING
INTERNATIONAL GAS CONSULTING LLC
L & L OIL AND GAS SERVICES, L.L.C.
MARTIN ENERGY SERVICES LLC
MARTIN GAS SALES LLC
MARTIN INTEGRATED SULFUR SYSTEMS LLC
MARTIN OPERATING PARTNERSHIP L.P. DBA MARTIN LUBRICANTS
MARTIN MARINE
MARTIN MIDSTREAM GP LLC
MARTIN NATURAL GAS STORAGE CONSULTING LLC
MARTIN NATURAL GAS STORAGE CONSULTING LLC DBA INTERNATIONAL GAS CONSULTING
MARTIN OPERATING GP LLC
MARTIN OPERATING PARTNERSHIP L.P.
MARTIN OPERATING PARTNERSHIP L.P. DBA MEGA LUBRICANTS
MARTIN PRODUCT SALES LLC
MARTIN PRODUCT SALES LLC DBA ADVANTAGE FLUID PRODUCTS
MARTIN PRODUCT SALES LLC DBA GULF STATES ASPHALT CO.
MARTIN PRODUCT SALES LLC DBA MARTIN ASPHALT COMPANY
MARTIN PRODUCT SALES LLC DBA MONARCH OIL COMPANY
MARTIN RESOURCE LLC
MARTIN TRANSPORT, INC.
MARTIN UNDERGROUND STORAGE, INC.
MEH SOUTH TEXAS TERMINALS LLC
MIDSTREAM FUEL SERVICE LLC
MIDSTREAM FUEL SERVICE LLC DBA PETROLEUM ENERGY PRODUCTS COMPANY (PEPCO)
PRISM GAS SYSTEMS GP, L.L.C.
PRISM GAS SYSTEMS I L.P.
PRISM GAS SYSTEMS, INC.
PRISM GULF COAST SYSTEMS, L.L.C.
TRANSMAR, INC.
TALEN'S MARINE & FUEL LLC
MARTIN MIDSTREAM FINANCE CORP.
REDBIRD GAS STORAGE LLC
MOP MIDSTREAM HOLDINGS LLC
MARTIN ENERGY TRADING LLC
MARTIN MIDSTREAM NGL HOLDINGS, LLC
MARTIN MIDSTREAM NGL HOLDINGS II, LLC
MEH TERMINALS
MARTIN PRODUCT SALES LLC D/B/A PARASTIM

**WEBB COUNTY PURCHASING DEPARTMENT
1110 WASHINGTON STREET, SUITE 101
LAREDO, TEXAS 78040
(956) 523-4125 - MAIN LINE
(956) 523-5010 - FAX**

****NOTICE OF AWARD****

Ms. Victoria Espino
Martin Asphalt Company
3 Riverway Ste. 400
Houston, TX 77056
(713) 350-6852

May 31, 2022

Solicitation No: ITB 2022-013
Project Name: Contract for Road Construction Materials
Issued Date: 04/19/2021, 05:00 PM (CT)
Closed Date: 05/06/2022, 02:00 PM (CT)

I am pleased to inform you that Martin Asphalt Company has been awarded Invitation to Bid No. 2022-013 "Contract for Road Construction Materials" submitted by your company on May 5, 2022. The formal award was approved by the Webb County Commissioners Court during the regular scheduled meeting dated May 23, 2022, item 22.

Please be advised that the term of this contract will be effective June 1, 2022 and will terminate on September 30, 2023. Martin Asphalt Company should contact our Civil Legal Department to start the process of executing an Independent Contractor Agreement between Webb County and Martin Asphalt Company. Please contact our Civil Legal department at (956) 523-4615 or you may email Mr. Fortunato Paredes, Chief Assistant Civil Legal Division at foparedes@webbcountytx.gov for further instructions.

Please ensure that the Purchase Order number is reflected on ALL invoices as you bill the County. Billing instructions are listed on the Purchase Order document for your reference and on the contractual agreement. Should you have any questions regarding this Notice of Award, feel free to contact me at (956) 523-4125 or email me at joel@webbcountytx.gov

Respectfully,



Jose Angel Lopez III, CTPM
Webb County Purchasing Agent

CC: *Nathan Bratton, Civil Legal Director /General Counsel*
Lalo Uribe, Executive Administrator to the County Judge
Leroy Medford, Eecutive Administrator to Commissioners Court