

# 14,044

**METRO-REPRO, INC.**  
8906 Chancellor Row, Dallas, Texas 75247  
**SERVICE CONTRACT**

Sign & Return

Metro-Repro, Inc. agrees to perform maintenance service on the equipment listed by model and serial number for the prepaid fees shown, includes and/or is subject to the following:

1. Each service call shall include a complete mechanical inspection, during which essential cleaning, lubrication, labor for replacing worn or broken parts, and mechanical adjustments to accommodate new parts or to compensate for wear, will be performed. This service call shall also include any necessary suggestions, recommendations, or warnings to the customer regarding the equipment and/or its operation.
2. This service contract does not include service coverage related to issues attributed to the *customer's network*, nor does it cover *installing equipment print drivers*, or operational software. *These services are billable services at normal rates* post installation.
3. At the customer's request, Metro-Repro will provide equipment maintenance and repair, including the replacement of parts which Metro-Repro determines to be unserviceable and directly contributing to the equipment's operational problems. No consumable supplies (including media, developer, print heads, ink cartridges, toner, maintenance kits, etc.) are included. Consumable costs are the responsibility of the customer. All parts replaced become the property of Metro-Repro.
4. This agreement includes mechanical service calls requested by the customer and found to be necessary by the service representative to return and/or keep the equipment in good operating condition. Travel time and labor are included in the annual contract price.
5. This agreement does not cover labor, parts, or other expense necessary to repair damage (intentional, accidental, or otherwise) caused by customer negligence, unauthorized movement or relocation of equipment, fire, water, acts of God, etc. Should repair be necessary due to such causes, a written estimate of charges associated with the equipment's repair will be provided for approval before work is started.
6. This agreement does not cover Xerox embedded controllers with serial numbers of *F5Y, N5T, EV4, or CNG*. *Xerox 6204 embedded controllers will not be covered*. While Metro-Repro will make every effort to repair this part; there is no longer a source for this item and therefore Metro-Repro cannot guarantee a fix or replacement for it. If a replacement controller is required, Metro-Repro will provide a written quote on any replacement options available. Controller replacement will be at the customer's expense.
7. If the listed equipment is altered by the customer, or has devices attached to the equipment by the customer, or the customer utilizes supply items which - in the judgment of Metro-Repro - increases the cost of maintenance to be performed, or contributes to any necessary equipment repairs and/or the general demise of the equipment - Metro-Repro will indicate such infractions to this service agreement and request/recommend such action as to remedy the situation. If the customer should choose not to comply with such recommended actions, the customer shall be considered in default of its obligations under this agreement as of such date and any necessary maintenance or repair will be billed at regular hourly service rates, plus parts.
8. The Customer is responsible for providing Metro-Repro meter readings upon request. Two attempts will be made by Metro-Repro to obtain a meter reading for the machine. After these attempts if no meter has been submitted, Metro-Repro will bill the meter based upon an average of the customer's meter history.
9. All service under this agreement will be performed on the customer's premises during regular business hours (8am-5pm CST). If service outside of such hours is requested, service will be rendered at Metro-Repro's regular hourly rates plus 50%, subject to availability of service personnel.
10. It is understood that the equipment covered by the agreement must be in good working condition on the date this agreement becomes effective.
11. No service will be performed until the contract is signed by both parties. All contracts are for a period of 12 months in which you agree to pay the full amount of this contract regardless of the billing option selected. If any option other than the annual payment is selected there will be an additional administrative fee of \$10 a month for the monthly or \$25 per quarter for the quarterly and a credit card will be required to secure payment. Upon signing this contract you agree to all terms and conditions. Receipt of payment is acceptance of contract.

MODEL & SERIAL NO.	EQUIPMENT LOCATION	BILLING OPTION	ANNUAL FEES
510SYN MDH-003719	2500 Lee Street Rm 104 Greenville, TX 75401	Annual	2,436.00 includes 5000SF month Overage billed at 0.0275F
Company: <b>Metro-Repro, Inc.</b>		Customer Name: <b>Hunt County Clerk</b>	
By: <b>John Edwards</b>		By: <i>Jennifer Lindenzweig</i>	
Title: <b>Service Manager</b>		Title: <i>Hunt County Clerk</i>	
Signature: <i>[Signature]</i>		Signed By Customer: <i>[Signature]</i>	
Effective Date: <b>04/01/16-03/31/17</b>		Date Signed By Customer: <i>March 22, 2016</i>	

FILED FOR RECORD  
 at 12:22 o'clock  
 MAR 22 2016

JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, TX  
 By: *[Signature]*

#14,045

FILED FOR RECORD  
at 12:20 o'clock P M

MAR 22 2016

JENNIFER LINDENZWEIG  
By County Clerk Hunt County TX

**Proclamation:  
Child Abuse Awareness and Prevention Month, April 2016**

**WHEREAS**, in Federal fiscal year 2015, the Texas Department of Family and Protective Services served a total of 334,108 children who, by no fault of their own, became involved with the Department due to allegations and confirmed cases of child abuse or neglect.

**WHEREAS**, in Hunt County, DFPS's Child Protection Services worked with an average of 182 children and their families each and every month of 2015.

**WHEREAS**, Court Appointed Special Advocates® – CASA volunteers – are assigned by the court to speak up for a child's best interest and be a voice for that child in the courts; and last year in Texas, 8,476 CASA volunteers spoke up for the best interest of 25,947 children;

**WHEREAS**, in Hunt County, CASA volunteers advocated for 310 children last year, serving 100 percent of the children who were placed into the care and custody of the state;

**WHEREAS**, Children's Advocacy Center – CAC – is the front door for the child abuse investigation process to provide a collaborative response to children impacted by abuse; last year in Texas 69 Children's Advocacy Centers across the state served 40,000 children in 2015;

**WHEREAS**, every child through the CAC has a chance for their voice to be heard and the healing process to begin; in Hunt County, CAC staff and volunteers served 459 children last year;

**WHEREAS**, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

**WHEREAS**, our children are our most valuable resources and will shape the future of Texas; and

**WHEREAS**, child abuse can have long-term psychological, emotional, and physical effects that can have lifelong consequences for victims of abuse; and

**WHEREAS**, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

**WHEREAS**, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community- and faith-based organizations, businesses and law enforcement agencies; and

**WHEREAS**, communities must make every effort to promote programs and activities that benefit children and their families;

**WHEREAS**, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment.

**WHEREAS**, prevention remains the best defense for our children and families;

**WHEREAS**, the impact of abuse and neglect has long-term personal, economic and social costs; therefore, hurting Texas' future;

**WHEREAS**, CASA for Hunt County, Hunt County Children's Advocacy Center, Hunt County's Child Protective Services, foster parents, teachers, counselors, attorneys, judges and others work to ensure that children in our community have the opportunity to grow up in safe, loving permanent homes;

**NOW, THEREFORE**, the Commissioner's Court of Hunt County, Texas, do hereby proclaim April 2016 as NATIONAL CHILD ABUSE PREVENTION MONTH in Hunt County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

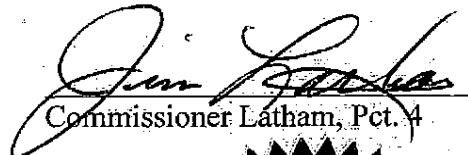
*Signed this 22<sup>nd</sup> day of March, 2016.*

  
John L. Horn, County Judge

  
Commissioner Evans, Pct. 1

  
Commissioner McMahan, Pct. 2

  
Commissioner Martin, Pct. 3

  
Commissioner Latham, Pct. 4

Attest:  County Clerk



# 14,051

OFFICE LEASE AGREEMENT  
THIRD ADDENDUM

FILED FOR RECORD  
at 12:52 o'clock P M

MAR 22 2016

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

**Date:** March 1, 2016

This Office Lease Agreement Third Addendum (the "3rd Addendum") is made as of March 1, 2016 between Hunt County ("the County"), successor in interest to the City of Greenville, Texas, a home-rule municipality and municipal corporation of the State of Texas (the "City") and the North Central Texas Council of Governments ("NCTCOG").

Recitals

A. The County and NCTCOG are parties to the Office Lease Agreement dated January 2003 (the "Agreement") a copy of which is attached hereto as Exhibit "A," the First Addendum dated March 10, 2003, attached hereto as Exhibit "B", and the Second Addendum dated March 28, 2013, attached hereto as Exhibit "C".

B. The County and NCTCOG desire to amend the Agreement as further set forth in this 3rd Addendum.

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the County and NCTCOG agree as follows:

A. Amendments. The Agreement is hereby amended as follows:

1. The "Escalation Clause(100%)" is hereby deleted.
2. The "Commencement Date" shall be defined as "June 1, 2016".
3. The "Rental Beginning Date" shall be defined as "June 1, 2016".
4. The "Termination Date" shall be defined as "May 31, 2023".
5. Base Rent (payable monthly) shall be \$17.00 per rentable square foot with a 2% annual increase.
6. Landlord will agree to deliver the Premises with all mechanical, electrical, plumbing & HVAC systems in good and working order upon lease commencement.

7. Landlord to provide a \$54,846 cash allowance upon the Commencement Date for upgrades to the current conditions and other soft costs as defined below. Landlord will approve in writing any improvements proposed by Tenant that fall outside the scope of cosmetic enhancements.

The Allowance may be used inter-changeably at Tenant's option for refurbishment of the Premises including but not limited to:

- a. Purchase and installation of telephone and data cabling and equipment;
- b. Purchase and installation of signage, furniture, fixtures or equipment;
- c. Tenant Improvements;
- d. Space planning, engineering and design costs;
- e. Project Management costs payable to Tenant's selected Project Management firm;
- f. Security system upgrades;
- g. Permit fees, power upgrades, or any other necessary improvements needed for Tenant's continued occupancy.;

8. Paragraph F: Special Provisions shall include the following:

#### First Right of Refusal

If the ground floor (1st Floor) in the building in which the premises are located becomes vacant and available for occupancy during the lease term, Tenant will have the first option to rent all of this space, subject to all the terms of this Lease, at a price to be negotiated at that time. Tenant may exercise this option only if Tenant is in possession and occupancy of the premises and is not in default under the lease. This option may be exercised as follows:

- a. Landlord will notify Tenant of the vacancy or pending vacancy of the additional space 60 days before the vacancy or, if Landlord is unaware of the pending vacancy 60 days before the vacancy, as soon as Landlord becomes aware of the vacancy or pending vacancy. This notice should state the date on which the additional space is expected to become vacant or that the space is already vacant. Tenant will have 30 days after receiving the notice within which to notify Landlord of its intention to exercise the option granted by this section. All notices required by this section must be in writing and sent to the Hunt County Judge (Landlord) or the Executive Director (Tenant).

b. If Tenant exercises the option granted by this provision, Landlord will use reasonable diligence to make the additional space available to Tenant. Landlord will not be liable to Tenant for any failure to deliver possession of the additional space within this time period if this failure is caused by the other tenant's unlawfully holding over or retaining the additional space. Nor will any failure to deliver possession within this time period invalidate this lease or the exercise of this option or extend the lease term.

c. The terms and conditions for the additional space will be at the prevailing market rate ("Market Rate") or other amount as approved by both parties. "Market Rate" shall be defined as comparable space in comparable office buildings within the Greenville, TX market and including a new base year expense stop for the year the lease term occurs. "Market Rate" will also take in to account concessions, finish allowances, and real estate commissions being offered at that time, as well as the quality of construction and finish of the Building, the ease of accessibility to the Building and the visibility of the Building from major thoroughfares, and the availability of free parking associated with the Building, at the commencement of each such extended term.

d. If Tenant and Landlord consummate a lease of the ground floor pursuant to this Right of First Refusal, Tenant shall be entitled, but not required, to terminate this Lease without penalty.

9. Paragraph 23. Renewal Option shall state the following:

Tenant will require options to extend its Initial Lease Term for one (1) additional period of five (5) years, with no less than six (6) months prior written notice to Landlord. The renewal rate shall be at 95% of the then prevailing market rate, based upon transactions being completed in similar class buildings in the Greenville, TX area. Definition of market rate to include concessions, real estate commissions and finish allowances offered at that time, as well as a new base year expense stop for the year renewal occurs. If Tenant and Landlord cannot mutually agree upon the prevailing market rate, then both parties will use a "Baseball" arbitration process with mutually acceptable experienced Real Estate Brokers.

10. Remainder of Agreement Unchanged. Except as amended by this 3rd Addendum the Agreement remains unchanged.

11. Commission to Avison Young-Dallas LLC – Upon execution of this 3rd Addendum, Avison Young- Dallas LLC shall be paid a 4.5% cash-out commission.

12. Section 26. "Increased Operating Costs." is hereby deleted.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed as of the day and year first above written.

COUNTY OF HUNT, TEXAS

By: 

Name: John Horn

Title: Judge

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_

Name: Monte Mercer

Title: Deputy Executive Director

**HUNT COUNTY  
 BID AWARD  
 FORMAL BID NO. 137-16, STEEL CULVERTS  
 Effective 4/23/16 through 4/22/18**

#14,052  
 FILED FOR RECORD  
 at 12:20 o'clock P M

MAR 22 2016

JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, TX  
 By *Jennifer Lindenzweig*

Culvert or Metal Sheet Required			VENDOR			
Diameter Inches	Corrugation	Gauge	Contech* Price per LF	Contech* Band Price	Wilson** Price per LF	Wilson** Band Price
12 inch	2 2/3" x 1/2"	16 gauge	\$5.90	\$8.85	\$5.85	\$8.78
15 inch	2 2/3" x 1/2"	16 gauge	\$7.08	\$10.62	\$7.31	\$10.97
18 inch	2 2/3" x 1/2"	16 gauge	\$10.05	\$15.08	\$8.74	\$13.11
24 inch	2 2/3" x 1/2"	16 gauge	\$12.73	\$19.10	\$11.63	\$17.45
30 inch	2 2/3" x 1/2"	16 gauge	\$14.40	\$21.60	\$14.57	\$21.86
36 inch	2 2/3" x 1/2"	16 gauge	\$17.40	\$26.10	\$17.62	\$26.43
42 inch	2 2/3" x 1/2"	16 gauge	\$20.40	\$30.60	\$20.37	\$30.56
48 inch	3" x 1"	16 gauge	\$26.40	\$39.60	\$27.99	\$41.99
60 inch	3" x 1"	16 gauge	\$33.00	\$49.50	\$34.59	\$51.89
72 inch	3" x 1"	16 gauge	\$39.60	\$59.40	\$41.50	\$62.25
84 inch	3" x 1"	14 gauge	\$56.40	\$84.60	\$57.58	\$86.37
96 inch	3" x 1"	14 gauge	\$64.20	\$96.30	\$65.64	\$98.46

**ADDITIONAL PRICING**

**Contech Engineered Solutions** \* \$2,000.00 min. order or \$300.00 drop charge will apply

**Wilson Culverts** \*\* 1' Wide Bands are the same as 1.5' of Culvert Pipe and 2' Wide Bands

are the same as 3' of Culvert Pipe

A 5" x 1" Corrugation is also available in 48", 60", 72", 84" & 96" diameters for the same

price per foot as the 3" x 1" Corrugation. In some instances, the acceptance of a 5" x 1"

corrugation, instead of 3" x 1", could expedite the delivery of an order

The Purchasing Department recommends award to the lowest and best vendors as indicated above



**PRICE AND DELIVERY FORM**

**FORMAL BID # 137-16; STEEL CULVERTS CONTRACT TWENTY-FOUR (24) MONTHS**

Galvanized Steel Corrugated Metal Culverts					
All prices bid must include freight to Hunt County Precincts					
All bidders must be capable of delivering 40 (forty) foot length culverts					
Diameter Inches	Corrugation	Gauge	Price per LF	Band Price	Delivery After Receipt of Order
12 inch	2 2/3" x 1/2"	16 gauge	5.90	8.85	4 to 7 bus days
15 inch	2 2/3" x 1/2"	16 gauge	7.08	10.62	
18 inch	2 2/3" x 1/2"	16 gauge	10.05	15.08	
24 inch	2 2/3" x 1/2"	16 gauge	12.73	19.10	
30 inch	2 2/3" x 1/2"	16 gauge	14.40	21.60	
36 inch	2 2/3" x 1/2"	16 gauge	17.40	26.10	
42 inch	2 2/3" x 1/2"	16 gauge	20.40	30.60	7 to 15 bus days
48 inch	3" x 1" <sup>5/8"</sup>	16 gauge	26.40	39.60	
60 inch	3" x 1"	16 gauge	33.00	49.50	
72 inch	3" x 1"	16 gauge	39.60	59.40	
84 inch	3" x 1"	14 gauge	56.40	84.60	
96 inch	3" x 1"	14 gauge	64.20	96.30	
All prices bid to include grinding, beveling and painting.					

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

2000.00 min order or a 300.00 drop charge will apply

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**PRICE AND DELIVERY FORM**

**FORMAL BID #137-16; STEEL CULVERTS CONTRACT TWENTY-FOUR (24) MONTHS**

**COMMENTS or EXCEPTIONS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Terms: 5% - 10 days / Net 30

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:**

\_\_\_\_\_ YES                      X NO

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

CONTECH ENGINEERED SOLUTION  
Company Name

  
Authorized Signature

2201 W. ROYAL LN STE 260  
Address

ROB HAMILTON  
Name (Printed or Typed)

IRVING, TX 75063  
City, State, Zip

CUSTOMER SOLUTIONS COORDINATOR  
Title

972-590-2000  
Phone

3-3-14  
Date

972-590-2039  
Fax

RHAMILTON@CONTECHES.COM  
E-Mail

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

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.

NA

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.

NA

\_\_\_\_\_  
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.

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

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

NA

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 of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Rob He

# 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:  
2016-28985

Date Filed:  
03/21/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Contech Engineered Solutions  
Irving, TX United States

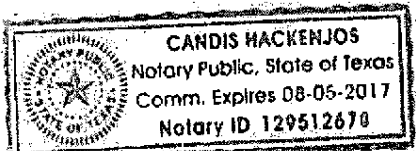
**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hunt County

**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 goods or services to be provided under the contract.**  
137-16  
Steel Culverts

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Contech Engineered Solutions	Irving, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Robert Hamilton*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said ROBERT HAMILTON, this the 21<sup>ST</sup> day of MARCH, 2016, to certify which, witness my hand and seal of office.

*Candis Hackenjos*      CANDIS HACKENJOS      ADMIN ASST.  
\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# 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.**  
Contech Engineered Solutions  
Irving , TX United States

**Certificate Number:**  
2016-28985

**Date Filed:**  
03/21/2016

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

**Date Acknowledged:**  
03/21/2016

**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 goods or services to be provided under the contract.**  
137-16  
Steel Culverts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Contech Engineered Solutions	Irving , TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**PRICE AND DELIVERY FORM**

**FORMAL BID # 137-16; STEEL CULVERTS CONTRACT TWENTY-FOUR (24) MONTHS**

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24 inch	2 2/3" x 1/2"	16 gauge	11.63	17.45	
30 inch	2 2/3" x 1/2"	16 gauge	14.57	21.86	
36 inch	2 2/3" x 1/2"	16 gauge	17.62	26.43	
42 inch	2 2/3" x 1/2"	16 gauge	20.37	30.56	
48 inch	3" x 1"	16 gauge	27.99	41.99	
60 inch	3" x 1"	16 gauge	34.59	51.89	
72 inch	3" x 1"	16 gauge	41.50	62.25	
84 inch	3" x 1"	14 gauge	57.58	86.37	
96 inch	3" x 1"	14 gauge	65.64	98.46	

All prices bid to include grinding, beveling and painting.

*1' wide Bands are the same as 1.5' of pipe  
2' wide Bands are the same as 3' of pipe*

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

*A 5x1 Corrugation is also available in 48", 60", 72", 84" & 96" diameters for the same price for foot as 3x1 corrugation. In some instances, the acceptance of 5x1 corrugation, instead of 3x1, could expedite delivery of order.*

PRICE AND DELIVERY FORM

FORMAL BID #137-16; STEEL CULVERTS CONTRACT TWENTY-FOUR (24) MONTHS

COMMENTS or EXCEPTIONS

Arching Fees: 15"-42" Diameter add \$1.00 per foot, 48" and above add \$1.50 per foot  
max length on 15" is 32' all others are 40'

Payment Terms: Net 30

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:

Government entities within Hunt County Only  YES  NO

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

Wilson Culverts Inc  
Company Name

PO Box 940  
Address

Elkhart, TX 75839  
City, State, Zip

800 234-0084  
Phone

903-764-2740  
Fax

Terry D. Huffines  
Authorized Signature

TERRY B HUFFINES  
Name (Printed or Typed)

President of Plant Operations  
Title

2-29-16  
Date

wilsonculverts@hotmail.com  
E-Mail

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

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.

Wilson Culverts Inc

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.

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

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 Lenny D. Hoffman  
Signature of vendor doing business with the governmental entity

2-29-16  
Date



# 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:  
2016-20765

Date Filed:  
03/02/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Wilson Culverts, Inc.  
Elkhart, 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.**  
Hunt 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 goods or services to be provided under the contract.**

RFB #137-16  
Steel Culverts

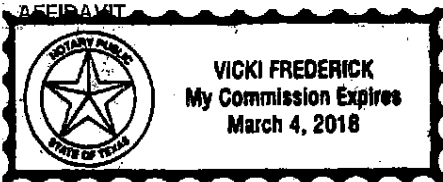
4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 AFFIRMATION**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Jeep Huffines*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jeep Huffines, this the 2nd day of March, 2016, to certify which, witness my hand and seal of office.

*Vicki Frederick*  
Signature of officer administering oath

Vicki Frederick  
Printed name of officer administering oath

*Notary*  
Title of officer administering oath

# 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:  
2016-20765

Date Filed:  
03/02/2016

Date Acknowledged:  
03/10/2016

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

Wilson Culverts, Inc.  
Elkhart, 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.

Hunt 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 goods or services to be provided under the contract.

RFB #137-16  
Steel Culverts

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 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**HUNT COUNTY**  
**BID AWARD**  
**FORMAL BID NO. 138-16, PREMIX OIL AND SAND**  
 Effective 4/13/16 through 4/12/17

# 14,053  
 FILED FOR RECORD  
 at 12:20 o'clock P M

**MAR 22 2016**  
 JENNIFER LINDENZWEIG  
 County Clerk Hunt County TX  
 By *[Signature]*

PRECINCT	VENDOR	PRICE PER TON DELIVERED	PRICE PER TON UNDELIVERED	Pick - Up Point
One	APAC-Texas Inc.	\$71.50	\$59.00	320 Ironhorse Dr, Terrell, TX
One	Richard Drake Const	\$75.80	\$64.25	County Road 12530, Paris, TX
One	RK Hall, LLP	NO BID	NO BID	
One	Heartland Asphalt	NO BID	NO BID	
Two	APAC-Texas Inc.	\$69.00	\$59.00	320 Ironhorse Dr, Terrell, TX
Two	Richard Drake Const	\$75.90	\$64.25	County Road 12530, Paris, TX
Two	RK Hall, LLP	NO BID	NO BID	
Two	Heartland Asphalt	NO BID	NO BID	
Three	APAC-Texas Inc.	\$69.00	\$59.00	320 Ironhorse Dr, Terrell, TX
Three	Richard Drake Const	\$74.90	\$64.25	County Road 12530, Paris, TX
Three	RK Hall, LLP	NO BID	NO BID	
Three	Heartland Asphalt	NO BID	NO BID	
Four	APAC-Texas Inc.	\$72.00	\$59.00	320 Ironhorse Dr, Terrell, TX
Four	Richard Drake Const	\$72.40	\$64.25	County Road 12530, Paris, TX
Four	RK Hall, LLP	NO BID	NO BID	
Four	Heartland Asphalt	NO BID	NO BID	

**The Purchasing Department recommends award of this bid to all bidders in accordance**

**with Local Government Code §262.027 (e)**

**HUNT COUNTY**  
**BID AWARD**  
**FORMAL BID NO. 139-16, CLEAR SPAN CONCRETE BRIDGES AND BOX CULVERTS**  
 Effective 4/14/16 through 4/13/17

BRIDGE VENDOR	TWENTY FOOT BRIDGE	THIRTY FOOT BRIDGE	FORTY FOOT BRIDGE	FIFTY FOOT BRIDGE	PROOF OF INSURANCE PROVIDED
Structural Assurance, LLC*	\$305,000.00	\$315,000.00	\$325,000.00	\$335,000.00	On File
Yoder Bridge	\$42,000.00	\$51,650.00	\$59,200.00	\$73,200.00	On File
BOX CULVERT VENDOR	7 x 10 x 24 Single	7 x 10 x 24 Double	9 x 10 x 24 Double	10 x 10 x 24 Triple	PROOF OF INSURANCE PROVIDED
Structural Assurance, LLC*	\$290,000.00	\$330,000.00	\$370,000.00	\$440,000.00	On File
Yoder Bridge	\$35,150.00	\$44,200.00	\$49,600.00	\$65,150.00	On File
*Structural Assurance, LLC - Add'l pricing is \$85,000.00 for Mobilization of bridges & culverts					
The Hunt County Purchasing Department recommends award of this bid to Yoder Bridge					
the lowest and best bidder					

AS  
 HUNT COUNTY PURCHASING DEPARTMENT  
 MAR 27 2016  
 #14,054

**PRICE AND DELIVERY FORM**

**FORMAL BID #139-16; CLEAR SPAN CONCRETE BRIDGE AND BOX CULVERT CONTRACT  
TWELVE (12) MONTHS**

**20 (twenty-foot) Clear Span Concrete Bridge constructed on site in accordance with Hunt County Specifications**

Estimated use for twelve months: 1 - 2

Firm Fixed Price for 20 foot bridge: \$ 42,000.00 per installation

State your estimated time to complete each project after Notice to Proceed is received:

2 weeks

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

---

\*\*\*\*\*

**30 (thirty-foot) Clear Span Concrete Bridge constructed on site in accordance with Hunt County Specifications**

Estimated use for twelve months: 1 - 2

Firm Fixed Price for 30 foot bridge: \$ 51,650.00 per installation

State your estimated time to complete each project after Notice to Proceed is received:

2 weeks

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

---

**PRICE AND DELIVERY FORM**

**FORMAL BID # 139-16; CLEAR SPAN CONCRETE BRIDGE AND BOX CULVERT CONTRACT**  
**TWELVE (12) MONTHS**

**40 (forty-foot) Clear Span Concrete Bridge constructed on site in accordance with Hunt County Specifications**

Estimated use for twelve months: 1

Firm Fixed Price for 40 foot bridge: \$ 59,200.00 per installation

State your estimated time to complete each project after Notice to Proceed is received:

2 weeks

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

---

\*\*\*\*\*

**50 (fifty-foot) Clear Span Concrete Bridge constructed on site in accordance with Hunt County Specifications**

Estimated use for twelve months: 1

Firm Fixed Price for 50 foot bridge: \$ 73,200.00 per installation

State your estimated time to complete each project after Notice to Proceed is received:

2 weeks

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

---

**PRICE AND DELIVERY FORM**

**FORMAL BID # 139-16; CLEAR SPAN CONCRETE BRIDGE AND BOX CULVERT CONTRACT  
TWELVE (12) MONTHS**

**7 x 10 x 24 Single Box Culvert less dirt work**

Estimated use for twelve months: 2 - 3

Firm Fixed Price for 7 x 10 x 24 Single Culvert: \$ 35,150.00 per installation

State your estimated time to complete each project after Notice to Proceed is received:

2 weeks

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

---

\*\*\*\*\*

**7 x 10 x 24 Double Box Culvert less dirt work**

Estimated use for twelve months: 1 - 2

Firm Fixed Price for 7 x 10 x 24 Double Culvert: \$ 44,200.00 per installation

State your estimated time to complete each project after Notice to Proceed is received:

2 weeks

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

---

**PRICE AND DELIVERY FORM**

**FORMAL BID # 139-16; CLEAR SPAN CONCRETE BRIDGE AND BOX CULVERT CONTRACT  
TWELVE (12) MONTHS**

**9 x 10 x 24 Double Box Culvert less dirt work**

Estimated use for twelve months: 1

Firm Fixed Price for 9 x 10 x 24 Double Culvert: \$ 49,600.00 per installation

State your estimated time to complete each project after Notice to Proceed is received:

2 weeks

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

---

\*\*\*\*\*

**10 x 10 x 24 Triple Box Culvert less dirt work**

Estimated use for twelve months: 1

Firm Fixed Price for 10 x 10 x 24 Triple Culvert: \$ 65,150.00 per installation

State your estimated time to complete each project after Notice to Proceed is received:

2 weeks

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

---

**NOTE:**

1. The contractor shall remove old bridge or culvert to be replaced.
2. The contractor shall insure that all trash and debris are removed from the site at completion of construction.
3. Where the creeks cross the road at an angle, the culverts will be built at an angle to line up with the creek.



PRICE AND DELIVERY FORM

FORMAL BID # 139-16; CLEAR SPAN CONCRETE BRIDGE AND BOX CULVERT  
CONTRACT TWELVE (12) MONTHS

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:

✓ YES                      \_\_\_\_\_ NO

COMMENTS or EXCEPTIONS

Payment Terms: \_\_\_\_\_

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

Yoder Bridge  
Company Name

Toby Yoder  
Authorized Signature

1418 19th St. NW  
Address

Toby Yoder  
Name (Printed or Typed)

Paris Tx 75460  
City, State, Zip

owner  
Title

903-905-4473  
Phone

2-22-16  
Date

903-905-4479  
Fax

yoderbridge@yahoo.com  
E-Mail

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

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.

*None*

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.

\_\_\_\_\_  
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.

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

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 *Sally Mader*  
Signature of vendor doing business with the governmental entity

*2-22-16*  
Date

# 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:  
2016-16364

Date Filed:  
02/22/2016

Date Acknowledged:

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

Yoder Bridge  
Paris, 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.

Hunt County TX

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 goods or services to be provided under the contract.

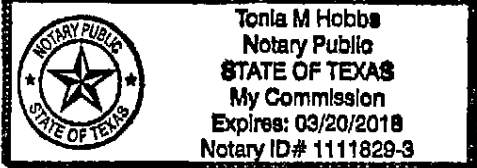
RFB 139-16  
construction of concrete bridges and box culverts

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Yoder, Toby	Paris, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Toby Yoder*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Toby Yoder, this the 22 day of February, 2016, to certify which, witness my hand and seal of office.

*Tonia M. Hobbs*

Signature of officer administering oath

Tonia M. Hobbs

Printed name of officer administering oath

Notary

Title of officer administering oath

# 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.  
 Yoder Bridge  
 Paris, TX United States

Certificate Number:  
 2016-16364

Date Filed:  
 02/22/2016

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

Date Acknowledged:  
 03/10/2016

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 goods or services to be provided under the contract.  
 RFB 139-16  
 construction of concrete bridges and box culverts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yoder, Toby	Paris, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**HUNT COUNTY  
 BID AWARD  
 FORMAL BID NO. 140-16, ROAD OIL and EMULSION FOR SEAL COAT  
 Effective 4/23/16 through 4/22/17**

VENDOR	APAC	APAC	Bryan & Bryan	Bryan & Bryan	Ergon Asphalt & Emulsions	Ergon Asphalt & Emulsions	P2 Emulsion Plants, LLC	P2 Emulsion Plants, LLC	Western Emulsions	Western Emulsions
PRODUCT	PRICE per Ton Delivered to all Precincts	PRICE per Ton Picked Up for all Precincts	PRICE per Ton Delivered to all Precincts	PRICE per Ton Picked Up for all Precincts	PRICE per Barrel Delivered	PRICE per Barrel Picked Up	PRICE per Tote Delivered	PRICE per Tote Picked Up	PRICE per Barrel Delivered	PRICE per Barrel Picked Up
Road Oil	\$575.00	\$550.00	\$595.00	\$590.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pick-up Point	5509 Old Jacksonville Hwy Tyler, TX	5509 Old Jacksonville Hwy Tyler, TX		8612 FM 2276 North Henderson						
Proof of Insurance	Yes		Yes		Yes		Yes		Yes	
VENDOR	APAC	APAC	Bryan & Bryan	Bryan & Bryan	Ergon Asphalt & Emulsions	Ergon Asphalt & Emulsions	P2 Emulsion Plants, LLC*	P2 Emulsion Plants, LLC*	Western Emulsions	Western Emulsions
PRODUCT	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up
CRS-1P, Pct 1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2.99	\$2.74	\$1.93	\$1.73
CRS-1P, Pct 2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2.99	\$2.74	\$1.93	\$1.73
CRS-1P, Pct 3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2.99	\$2.74	\$1.93	\$1.73
CRS-1P, Pct 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$2.99	\$2.74	\$1.93	\$1.73
CRS-2P, Pct. 1	No Bid	No Bid	No Bid	No Bid	\$1.8270	\$1.70	No Bid	No Bid	\$1.87	\$1.67
CRS-2P, Pct. 2	No Bid	No Bid	No Bid	No Bid	\$1.8270	\$1.70	No Bid	No Bid	\$1.87	\$1.67
CRS-2P, Pct. 3	No Bid	No Bid	No Bid	No Bid	\$1.8245	\$1.70	No Bid	No Bid	\$1.87	\$1.67
CRS-2P, Pct. 4	No Bid	No Bid	No Bid	No Bid	\$1.8220	\$1.70	No Bid	No Bid	\$1.87	\$1.67

SEALING  
 by  
 at  
 MAR 22 2016  
 FILED FOR RECORD  
 at  
 M

# 14,055

**HUNT COUNTY  
 BID AWARD  
 FORMAL BID NO. 140-16, ROAD OIL and EMULSION FOR SEAL COAT  
 Effective 4/23/16 through 4/22/17**

CRS-2/2H, Pct. 1	No Bid	No Bid	No Bid	No Bid	\$1.4270	\$1.30	\$2.99	\$2.74	\$1.44	\$1.24
CRS-2/2H, Pct. 2	No Bid	No Bid	No Bid	No Bid	\$1.4270	\$1.30	\$2.99	\$2.74	\$1.44	\$1.24
CRS-2/2H, Pct. 3	No Bid	No Bid	No Bid	No Bid	\$1.4245	\$1.30	\$2.99	\$2.74	\$1.44	\$1.24
CRS-2/2H, Pct. 4	No Bid	No Bid	No Bid	No Bid	\$1.4220	\$1.30	\$2.99	\$2.74	\$1.44	\$1.24
CSS-1, Pct. 1	No Bid	No Bid	No Bid	No Bid	\$1.9985	\$1.30	\$1.45	\$1.20	\$1.64	\$1.44
CSS-1, Pct. 2	No Bid	No Bid	No Bid	No Bid	\$1.9985	\$1.30	\$1.45	\$1.20	\$1.64	\$1.44
CSS-1, Pct. 3	No Bid	No Bid	No Bid	No Bid	\$1.9848	\$1.30	\$1.45	\$1.20	\$1.64	\$1.44
CSS-1, Pct. 4	No Bid	No Bid	No Bid	No Bid	\$1.9710	\$1.30	\$1.45	\$1.20	\$1.64	\$1.44
AE-P, Pct. 1	No Bid	No Bid	No Bid	No Bid	\$2.0702	\$1.90	No Bid	No Bid	\$2.87	\$2.67
AE-P, Pct. 2	No Bid	No Bid	No Bid	No Bid	\$2.0448	\$1.90	No Bid	No Bid	\$2.87	\$2.67
AE-P, Pct. 3	No Bid	No Bid	No Bid	No Bid	\$2.0474	\$1.90	No Bid	No Bid	\$2.87	\$2.67
AE-P, Pct. 4	No Bid	No Bid	No Bid	No Bid	\$2.0702	\$1.90	No Bid	No Bid	\$2.87	\$2.67
Pick Up Point	No Bid	No Bid			209 Robert Nance Rd Mount Pleasant, TX		516 S. McLennan Elm Mett, TX 76640		Temple, Texas	
Envirotac II, Pct.1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Envirotac II, Pct.2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Envirotac II, Pct.3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Envirotac II, Pct.4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pick Up Point										

HUNT COUNTY  
BID AWARD  
FORMAL BID NO. 140-16, ROAD OIL and EMULSION FOR SEAL COAT  
Effective 4/23/16 through 4/22/17

APAC - Partial Loads, add \$15.00 per gallon

APAC - Demurrage rate is \$95.00 per hour after 1 hour

Ergon- Adds Federal Env Fee \$0.4424/ton asphalt & polymers \$0.00133 Gal Emulsions

Ergon - Delivered load price is based on full transport loads, approximately 5,500 gallons

Ergon - Demurrage rate is \$80.00 per hour after 2 hours. Pump & Hose chg \$ 80.00 per load

Ergon - Freight is based on full transport load, even if full load of material is not ordered

Ergon - Return freight is one-half of the outgoing tariff

Ergon - For AE-P the pickup point is: 1820 HWY 6 East, Waco, TX

P2 Emulsions - Partial Loads add .25 per gallon short of 5,000 gallon transport

P2 Emulsions - Demurrage rate is \$80.00 per hour after 2 hours

P2 Emulsions\* - Bid CWE-2 (equivalent or superior) in place of CRS-1P

P2 Emulsion\* - Bid CWE-2 (equivalent or superior) in place of CRS-2/2H

P2 Emulsion\* - Bid Lucky 7 Primer in place of CSS-1

Western Emulsions - Demurrage rate is \$65.00 per hour after 2 hours.

Western Emulsions - Pump & Hose Charge \$95.00 per load

The Purchasing Department recommends award of this bid to all bidders in accordance with Local Government Code §262.027 ((e))

# PRICE AND DELIVERY FORM

## FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS

### ROAD OIL

Road Oil (cracked fuel oil) equal to or meeting the State Department of Highways 1993 standard specification item #300.

Asphalt content of 100 penetration at 77F:	
Minimum 73%	Maximum 80%
Paraffin content	0.0
Flash Point, C.O.C.	Minimum 250 Degrees F
Kinematic Viscosity	Maximum 550 cst. at 140 F
Loss at 212F, 20g 5 hrs.	Maximum 2%
Water and Sediments	Maximum 0%
Delivery Temperature	Minimum 220F, Maximum 250F

Estimated annual use: 4,000 barrels.

Firm Fixed Price per Barrel Delivered to Precinct 1:	\$	<u>575.00</u>	per <del>barrel</del> <sup>TON</sup>
Firm Fixed Price per Barrel Delivered to Precinct 2:	\$	<u>575.00</u>	per <del>barrel</del> <sup>TON</sup>
Firm Fixed Price per Barrel Delivered to Precinct 3:	\$	<u>575.00</u>	per <del>barrel</del> <sup>TON</sup>
Firm Fixed Price per Barrel Delivered to Precinct 4:	\$	<u>575.00</u>	per <del>barrel</del> <sup>TON</sup>
Firm Fixed Price per Barrel Picked-up:	\$	<u>550.00</u>	per <del>barrel</del> <sup>TON</sup>

State your pick up point: TYLER

### ADDITIONAL PRICING

Describe any additional pricing (if any) of your company:

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**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**EMULSION for SEAL COATING**

**CRS-1P** (Estimated annual use: 4,000 gal)

- F.O.B. Plant
- Pct 1 Delivered
- Pct 2 Delivered
- Pct 3 Delivered
- Pct 4 Delivered

\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal

**CRS-2P:** (Estimated annual use: 12,000 gal)

- F.O.B. Plant
- Pct 1 Delivered
- Pct 2 Delivered
- Pct 3 Delivered
- Pct 4 Delivered

\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal

**CRS-2/2H:** (Estimated annual use: 8,000 gal)

- F.O.B. Plant
- Pct 1 Delivered
- Pct 2 Delivered
- Pct 3 Delivered
- Pct 4 Delivered

\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal

**CSS-1:** (Estimated annual use: 1,000 gal)

- F.O.B. Plant
- Pct 1 Delivered
- Pct 2 Delivered
- Pct 3 Delivered
- Pct 4 Delivered

\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal

**AE-P:** (Estimated annual use: N/A)

- F.O.B. Plant
- Pct 1 Delivered
- Pct 2 Delivered
- Pct 3 Delivered
- Pct 4 Delivered

\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal
\$	<del>_____</del>	Gal

*NO Bid*

For partial loads, add \$15.00 per gallon

Demurrage rate: \$95.00 per hour after one hours

State your pick up point: Tyler 5509 Old Jacksonville  
Tyler, TX 75703

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**Envirotac II**

**Envirotac II (Texas Road Glue) soil stabilizer equal to or meeting the specifications listed below.**

<u>Component</u>	<u>Concentration</u>
Acrylic polymer(s)	28.0 – 43.0%
Residual monomers	<0.01%
Aqua Ammonia	<1.0%
Formaldehyde	<0.1%
Water	57.0 – 61.0%
Form	Liquid Milky
Colour	White
pH	5.0 -9.5

**Estimated annual use: 250 totes (275 gallon totes) minimum order one (1) truckload.**

**Firm Fixed Price per Tote Delivered to Precinct 1:** \$ \_\_\_\_\_ per tote  
**Firm Fixed Price per Tote Delivered to Precinct 2:** \$ \_\_\_\_\_ per tote  
**Firm Fixed Price per Tote Delivered to Precinct 3:** \$ \_\_\_\_\_ per tote  
**Firm Fixed Price per Tote Delivered to Precinct 4:** \$ \_\_\_\_\_ per tote  
**Firm Fixed Price per Tote Picked-up:** \$ \_\_\_\_\_ per tote

State your pick up point: \_\_\_\_\_

*No Bid*

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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**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.

<b>OFFICE USE ONLY</b>
Date Received

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

**NO RELATIONSHIPS**

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.

\_\_\_\_\_  
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.

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

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 of vendor doing business with the governmental entity

3/7/16  
Date



# 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:  
 2016-23907

Date Filed:  
 03/09/2016

Date Acknowledged:  
 03/15/2016

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.  
 Apac Texas  
 Tyler, 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.  
 Hunt 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 goods or services to be provided under the contract.  
 140-16  
 Road Oil and Oil Sand

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 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# County of Hunt

STATE OF TEXAS

PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, Texas 75401-1097



PHONE: (903) 468-4148  
FAX: (903) 468-4242  
clowry@huntcounty.net

**Clarification on  
FORMAL BID #140-16, Road Oil & Seal Coat Emulsions (12) Twelve Month Contract  
for Hunt County  
Effective April 13, 2016 through April 12, 2017**

The following information is being provided to clarify the bid requirements as of this date:  
March 18, 2016

**RFB Clarifications/Revisions:**

1. Hunt County is asking for clarification of each of the responding vendors that they respond to clarify their unit quantity for each of the commodities that they bid since the bid solicitation had errors in the units that are required.

On the Road Oil please acknowledge how the Road Oil Delivered will be priced by unit: TON

If partial loads of Road Oil are requested please acknowledge how the additional units will be priced per unit: FOB PRICE @ \$50 /TON + \$400/LOAD DELIVERY.

All vendors are required to sign and return a copy of this clarification for the bid consideration.

Company Name: APAC TEXAS

Print Name: LUKE WARNER

Signature: [Handwritten Signature]

Date: 3-18-16



# PRICE AND DELIVERY FORM

## FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS

### ROAD OIL

Road Oil (cracked fuel oil) equal to or meeting the State Department of Highways 1993 standard specification item #300.

Asphalt content of 100 penetration at 77 F:	
Minimum 73%	Maximum 80%
Paraffin content	0.0
Flash Point, C.O.C.	Minimum 250 Degrees F
Kinematic Viscosity	Maximum 550 cst. at 140 F
Loss at 212 F, 20 g 5 hrs.	Maximum 2%
Water and Sediments	Maximum 0%
Delivery Temperature	Minimum 220 F, Maximum 250 F

Estimated annual use: ~~4,000 barrels.~~ 750 tons

Firm Fixed Price per $\frac{\text{Ton}}{\text{Barrel}}$ Delivered to Precinct 1:	\$ <u>595.00</u>	per $\frac{\text{Ton}}{\text{barrel}}$
Firm Fixed Price per $\frac{\text{Ton}}{\text{Barrel}}$ Delivered to Precinct 2:	\$ <u>595.00</u>	per $\frac{\text{Ton}}{\text{barrel}}$
Firm Fixed Price per $\frac{\text{Ton}}{\text{Barrel}}$ Delivered to Precinct 3:	\$ <u>595.00</u>	per $\frac{\text{Ton}}{\text{barrel}}$
Firm Fixed Price per $\frac{\text{Ton}}{\text{Barrel}}$ Delivered to Precinct 4:	\$ <u>595.00</u>	per $\frac{\text{Ton}}{\text{barrel}}$
Firm Fixed Price per $\frac{\text{Ton}}{\text{Barrel}}$ Picked-up;	\$ <u>590.00</u>	per $\frac{\text{Ton}}{\text{barrel}}$

State your pick up point: Trinity Asphalt, Ltd.; Henderson, TX 75652

### ADDITIONAL PRICING

Describe any additional pricing (if any) of your company:

no minimum order - no restocking fee - no demurrage - no pump/hose charge

This bid is based on current posted prices; any increase or decrease in posted prices shall be passed along to the County by same.

**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**EMULSION for SEAL COATING**

CRS-1P (Estimated annual use: 4,000 gal)

F.O.B. Plant	<u>\$ NO BID</u>	Gal
Pct 1 Delivered	<u>\$ NO BID</u>	Gal
Pct 2 Delivered	<u>\$ NO BID</u>	Gal
Pct 3 Delivered	<u>\$ NO BID</u>	Gal
Pct 4 Delivered	<u>\$ NO BID</u>	Gal

CRS-2P: (Estimated annual use: 12,000 gal)

F.O.B. Plant	<u>\$ NO BID</u>	Gal
Pct 1 Delivered	<u>\$ NO BID</u>	Gal
Pct 2 Delivered	<u>\$ NO BID</u>	Gal
Pct 3 Delivered	<u>\$ NO BID</u>	Gal
Pct 4 Delivered	<u>\$ NO BID</u>	Gal

CRS-2/2H: (Estimated annual use: 8,000 gal)

F.O.B. Plant	<u>\$ NO BID</u>	Gal
Pct 1 Delivered	<u>\$ NO BID</u>	Gal
Pct 2 Delivered	<u>\$ NO BID</u>	Gal
Pct 3 Delivered	<u>\$ NO BID</u>	Gal
Pct 4 Delivered	<u>\$ NO BID</u>	Gal

CSS-1: (Estimated annual use: 1,000 gal)

F.O.B. Plant	<u>\$ NO BID</u>	Gal
Pct 1 Delivered	<u>\$ NO BID</u>	Gal
Pct 2 Delivered	<u>\$ NO BID</u>	Gal
Pct 3 Delivered	<u>\$ NO BID</u>	Gal
Pct 4 Delivered	<u>\$ NO BID</u>	Gal

AE-P: (Estimated annual use: N/A)

F.O.B. Plant	<u>\$ NO BID</u>	Gal
Pct 1 Delivered	<u>\$ NO BID</u>	Gal
Pct 2 Delivered	<u>\$ NO BID</u>	Gal
Pct 3 Delivered	<u>\$ NO BID</u>	Gal
Pct 4 Delivered	<u>\$ NO BID</u>	Gal

For partial loads, add NO BID per gallon

Demurrage rate: NO BID per hour after NO BID hours

State your pick up point: NO BID

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

NO BID  

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PRICE AND DELIVERY FORM

FORMAL BID # 140-16., ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS

Envirotac 11

**Envirotac II (Texas Road Glue) soil stabilizer equal to or meeting the specifications listed below.**

<u>Component</u>	<u>Concentration</u>
Acrylic polymer(s)	28.0-43.0%
Residual monomers	<0.01%
Aqua Ammonia	<1.0%
Formaldehyde	<0.1%
Water	57.0-61.0%
Form	Liquid Milky
Colour	White
pH	5.0-9.5

**Estimated annual use: 250 totes (275 gallon totes) minimum order one (1) truckload.**

**Firm Fixed Price per Tote Delivered to Precinct 1:** \$ NO BID per tote

**Firm Fixed Price per Tote Delivered to Precinct 2:** \$ NO BID per tote

**Firm Fixed Price per Tote Delivered to Precinct 3:** \$ NO BID per tote

**Firm Fixed Price per Tote Delivered to Precinct 4:** \$ NO BID per tote

**Firm Fixed Price per Tote Picked-up:** \$ NO BID per tote

State your pick up point: NO BID

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

NO BID

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**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**COMMENTS or EXCEPTIONS**

no minimum order - no restocking fee - no demurrage - no pump/hose charge.

This bid is based on current posted prices; any increase or decrease in posted prices shall be passed along to the County by same.

Payment Terms: NET 30

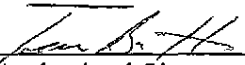
**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:**

      x       YES                                         NO

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

Bryan & Bryan Asphalt Road Oil, LTD  
Company Name

  
Authorized Signature

P.O. BOX 625  
Address

Tim Brittain  
Name (Printed or Typed)

Henderson, TX 75653  
City, State, Zip

Vice President  
Title

(903) 657-2391  
Phone

2/29/2016  
Date

(903) 655-0061  
Fax

TBrittain@bryanasphalt.net  
E-Mail

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIO

This questionnaire reflects changes made to the law by H.B. 23, 64th Log., 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.

NONE!

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.

NONE!

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 CIO 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

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)(13), excluding gifts described in Section 176.003(a-1).

7 *Tim B. H.*  
Signature of vendor doing business with the governmental entity

2/29/2016  
Date

# 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.  
BRYAN & BRYAN ASPHALT ROAD OIL, LTD  
HENDERSON, TX United States

Certificate Number:  
2016-24567

Date Filed:  
03/10/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
COUNTY OF HUNT, STATE OF TEXAS, PURCHASING DEPARTMENT

Date Acknowledged:

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 goods or services to be provided under the contract.  
#140-16  
ROAD OIL (CRACKED FUEL OIL)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
BRYAN, BILLY	HENDERSON, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Patrick L. McElhenny*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL AND SIGNATURE ABOVE

Sworn to and subscribed before me, by the said *Patrick L. McElhenny*, this the 10<sup>th</sup> day of MARCH, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# 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.	<b>OFFICE USE ONLY</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> BRYAN & BRYAN ASPHALT ROAD OIL, LTD HENDERSON, TX United States	<b>CERTIFICATION OF FILING</b>  Certificate Number: 2016-24567  Date Filed: 03/10/2016
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> COUNTY OF HUNT, STATE OF TEXAS, PURCHASING DEPARTMENT	Date Acknowledged: 03/15/2016

**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 goods or services to be provided under the contract.**  
 #140-16  
 ROAD OIL (CRACKED FUEL OIL)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
BRYAN, BILLY	HENDERSON, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath



# County of Hunt

STATE OF TEXAS

PURCHASING DEPARTMENT  
2507 Lee Street, Room 104  
Greenville, Texas 75401-1097



PHONE: (903) 408-4148  
FAX: (903) 408-4242  
clowry@huntcounty.net

## Clarification on FORMAL BID #140-16, Road Oil & Seal Coat Emulsions (12) Twelve Month Contract for Hunt County Effective April 13, 2016 through April 12, 2017

The following information is being provided to clarify the bid requirements as of this date:  
March 18, 2016

### RFB Clarifications/Revisions:

1. Hunt County is asking for clarification of each of the responding vendors that they respond to clarify their unit quantity for each of the commodities that they bid since the bid solicitation had errors in the units that are required.

On the Road Oil please acknowledge how the Road Oil Delivered will be priced by unit: TON

If partial loads of Road Oil are requested please acknowledge how the additional units will be priced per unit: NO CHARGE

All vendors are required to sign and return a copy of this clarification for the bid consideration.

Company Name: BRYAN & BRYAN ASPHALT ROAD OIL, LTD

Print Name: Billy Todd Bryan

Signature: Billy Todd Bryan

Date: 3/18/2016

**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**ROAD OIL**

Road Oil (cracked fuel oil) equal to or meeting the State Department of Highways 1993 standard specification item #300.

Asphalt content of 100 penetration at 77F:	
Minimum 73%	Maximum 80%
Paraffin content	0.0
Flash Point, C.O.C.	Minimum 250 Degrees F
Kinematic Viscosity	Maximum 550 cst. at 140 F
Loss at 212F, 20g 5 hrs.	Maximum 2%
Water and Sediments	Maximum 0%
Delivery Temperature	Minimum 220F, Maximum 250F

Estimated annual use: 4,000 barrels.

Firm Fixed Price per Barrel Delivered to Precinct 1: \$ NO BID per barrel

Firm Fixed Price per Barrel Delivered to Precinct 2: \$ NO BID per barrel

Firm Fixed Price per Barrel Delivered to Precinct 3: \$ NO BID per barrel

Firm Fixed Price per Barrel Delivered to Precinct 4: \$ NO BID per barrel

Firm Fixed Price per Barrel Picked-up: \$ NO BID per barrel

State your pick up point: \_\_\_\_\_

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**EMULSION for SEAL COATING**

**CRS-1P** (Estimated annual use: 4,000 gal)

F.O.B. Plant	\$ NO BID	Gal
Pct 1 Delivered	\$ NO BID	Gal
Pct 2 Delivered	\$ NO BID	Gal
Pct 3 Delivered	\$ NO BID	Gal
Pct 4 Delivered	\$ NO BID	Gal

**CRS-2P:** (Estimated annual use: 12,000 gal)

F.O.B. Plant	\$ 1.70	Gal
Pct 1 Delivered	\$ 1.8270	Gal
Pct 2 Delivered	\$ 1.8270	Gal
Pct 3 Delivered	\$ 1.8245	Gal
Pct 4 Delivered	\$ 1.8220	Gal

**CRS-2/2H:** (Estimated annual use: 8,000 gal)

F.O.B. Plant	\$ 1.30	Gal
Pct 1 Delivered	\$ 1.4270	Gal
Pct 2 Delivered	\$ 1.4270	Gal
Pct 3 Delivered	\$ 1.4245	Gal
Pct 4 Delivered	\$ 1.4220	Gal

**CSS-1:** (Estimated annual use: 1,000 gal)

F.O.B. Plant	\$ 1.30	Gal
Pct 1 Delivered	\$ 1.9985	Gal
Pct 2 Delivered	\$ 1.9985	Gal
Pct 3 Delivered	\$ 1.9848	Gal
Pct 4 Delivered	\$ 1.9710	Gal

**AE-P:** (Estimated annual use: N/A)

F.O.B. Plant	\$ 1.90	Gal
Pct 1 Delivered	\$ 2.0702	Gal
Pct 2 Delivered	\$ 2.0448	Gal
Pct 3 Delivered	\$ 2.0474	Gal
Pct 4 Delivered	\$ 2.0702	Gal

Federal Environmental Fee will be added to above prices  
at rate of \$.4424/ton for asphalt & polymer loads  
or \$.00133/gal for emulsion loads.

FIGURED IN  
For partial loads, add FREIGHT RATES per gallon

Demurrage rate: \$80.00 per hour after 2 hours

State your pick up point: FOR AE-P: 1820 HIGHWAY 6 EAST, WACO, TEXAS 76705  
ALL OTHERS: 209 ROBERT NANCE ROAD, MT. PLEASANT, TEXAS 75455

### ADDITIONAL PRICING

Describe any additional pricing (if any) of your company:

PUMP AND HOSE CHARGE IS \$80.00 PER LOAD.

RETURN FREIGHT IS ONE-HALF OF THE OUTGOING TARIFF.

THIS BID IS FOR FULL TRANSPORT LOADS OF 5,500 GALLONS. FREIGHT IS BASED ON A FULL TRANSPORT LOAD, EVEN IF A FULL LOAD OF MATERIAL IS NOT ORDERED.

**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**Envirotac II**

Envirotac II (Texas Road Glue) soil stabilizer equal to or meeting the specifications listed below.

<u>Component</u>	<u>Concentration</u>
Acrylic polymer(s)	28.0 – 43.0%
Residual monomers	<0.01%
Aqua Ammonia	<1.0%
Formaldehyde	<0.1%
Water	57.0 – 61.0%
Form	Liquid Milky
Colour	White
pH	5.0 -9.5

Estimated annual use: 250 totes (275 gallon totes) minimum order one (1) truckload.

Firm Fixed Price per Tote Delivered to Precinct 1: \$ NO BID per tote

Firm Fixed Price per Tote Delivered to Precinct 2: \$ NO BID per tote

Firm Fixed Price per Tote Delivered to Precinct 3: \$ NO BID per tote

Firm Fixed Price per Tote Delivered to Precinct 4: \$ NO BID per tote

Firm Fixed Price per Tote Picked-up: \$ NO BID per tote

State your pick up point: \_\_\_\_\_

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**COMMENTS or EXCEPTIONS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Terms: NET 30 DAYS

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:**

X  YES   NO

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

ERGON ASPHALT & EMULSIONS, INC.

Company Name

11612 RM 2244

BUILDING 1, SUITE 250

Address

AUSTIN, TEXAS 78738

City, State, Zip

(512) 469-9292

Phone

(512) 469-0391

Fax

*David Stroud*  
Authorized Signature

DAVID STROUD  
Name (Printed or Typed)

TEXAS REGIONAL MANAGER  
Title

MARCH 4, 2016  
Date

david.stroud@ergon.com OR karen.sellers@ergon.com  
E-Mail

**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.  
 DAVID STROUD / ERGON ASPHALT & EMULSIONS, INC.

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.) N/A

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.

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

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.  
 N/A

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). N/A

7 David Stroud 03/04/2016  
 Signature of vendor doing business with the governmental entity Date  
 DAVID STROUD

# 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:  
2016-20652

Date Filed:  
03/02/2016

Date Acknowledged:

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

Ergon Asphalt & Emulsions, Inc.  
Austin, 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.

Hunt 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 goods or services to be provided under the contract.

RFB #140-16  
Road Oil & Seal Coat Emulsions

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 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*David Stroud*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP

Sworn to and subscribed before me, by the said David Stroud, this the 4th day of March, 2016, to certify which, witness my hand and seal of office.

*Elizabeth K. Roe*  
Signature of officer administering oath

Elizabeth K. Roe  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath



# 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.		<b>OFFICE USE ONLY CERTIFICATION OF FILING</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Ergon Asphalt & Emulsions, Inc. Austin, TX United States		Certificate Number: 2016-20652	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Hunt County		Date Filed: 03/02/2016	
		Date Acknowledged: 03/15/2016	

**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 goods or services to be provided under the contract.**

RFB #140-16  
 Road Oil & Seal Coat Emulsions

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 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**ROAD OIL**

Road Oil (cracked fuel oil) equal to or meeting the State Department of Highways 1993 standard specification item #300.

Asphalt content of 100 penetration at 77F:	
Minimum 73%	Maximum 80%
Paraffin content	0.0
Flash Point, C.O.C.	Minimum 250 Degrees F
Kinematic Viscosity	Maximum 550 cst. at 140 F
Loss at 212F, 20g 5 hrs.	Maximum 2%
Water and Sediments	Maximum 0%
Delivery Temperature	Minimum 220F, Maximum 250F

Estimated annual use: 4,000 barrels.

Firm Fixed Price per Barrel Delivered to Precinct 1: \$ \_\_\_\_\_ per barrel

Firm Fixed Price per Barrel Delivered to Precinct 2: \$ \_\_\_\_\_ per barrel

Firm Fixed Price per Barrel Delivered to Precinct 3: \$ N/A per barrel

Firm Fixed Price per Barrel Delivered to Precinct 4: \$ \_\_\_\_\_ per barrel

Firm Fixed Price per Barrel Picked-up: \$ \_\_\_\_\_ per barrel

State your pick up point: \_\_\_\_\_

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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PRICE AND DELIVERY FORM

FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS

EMULSION for SEAL COATING

~~CRS-1P~~ (Estimated annual use: 4,000 gal)

CWE-2 Equivalant (superior)

F.O.B. Plant	\$ 2.74	Gal
Pct 1 Delivered	\$ 2.99	Gal
Pct 2 Delivered	\$ 2.99	Gal
Pct 3 Delivered	\$ 2.99	Gal
Pct 4 Delivered	\$ 2.99	Gal

CRS-2P: (Estimated annual use: 12,000 gal)

F.O.B. Plant	\$	Gal
Pct 1 Delivered	\$ No /	Gal
Pct 2 Delivered	\$ / BID	Gal
Pct 3 Delivered	\$	Gal
Pct 4 Delivered	\$	Gal

~~CRS-2ZH~~: (Estimated annual use: 8,000 gal)

CWE-2 Equivalant (superior)

F.O.B. Plant	\$ 2.74	Gal
Pct 1 Delivered	\$ 2.99	Gal
Pct 2 Delivered	\$ 2.99	Gal
Pct 3 Delivered	\$ 2.99	Gal
Pct 4 Delivered	\$ 2.99	Gal

~~CSS-1~~: (Estimated annual use: 1,000 gal)

Lucky 7 Primer

F.O.B. Plant	\$ 1.20	Gal
Pct 1 Delivered	\$ 1.45	Gal
Pct 2 Delivered	\$ 1.45	Gal
Pct 3 Delivered	\$ 1.45	Gal
Pct 4 Delivered	\$ 1.45	Gal

AE-P: (Estimated annual use: N/A)

F.O.B. Plant	\$	Gal
Pct 1 Delivered	\$ No /	Gal
Pct 2 Delivered	\$ / BID	Gal
Pct 3 Delivered	\$	Gal
Pct 4 Delivered	\$	Gal

For partial loads, add .25 per gallon short of 5<sup>k</sup> gallon transport

Demurrage rate: \$ 80<sup>00</sup> per hour after 2 hours

State your pick up point: 516 S. McLennan Elm Mott, Tx 76640

#### ADDITIONAL PRICING

Describe any additional pricing (if any) of your company:

\* Attached a Sale-Source Purchase Affidavit

\* Attached the 1295 Form required by State as of 1/1/2016

\* Conjunction with Tarrant County Co-op



# EMULSIONS

516 S. McLennan Loop  
Elm Mott, TX. 76640  
(254) 829-0330 FAX-0337  
p2emulsions@sbcglobal.net

## SOLE-SOURCE PURCHASE AFFIDAVIT

### KNOW ALL MEN BY THESE PRESENT THAT:

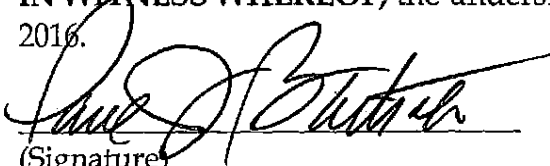
Before me, the undersigned authority duly authorized to take acknowledgements and administer oaths on this day personally appeared PAUL J. BARTSCH, on sworn oath stated the following:

My name is Paul J. Bartsch. My title is Corporate Operations Officer for P Squared Emulsions LLC. I am aware that Hunt County is required to comply with the competitive bidding requirements under Chapter 262 of the Texas Local Government Code. However, the **statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source.** Authority to purchase P2 Emulsions' proprietary products as Sole-Source may be found under Texas Local Government Code section 262.024(7)(A):

"Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment."

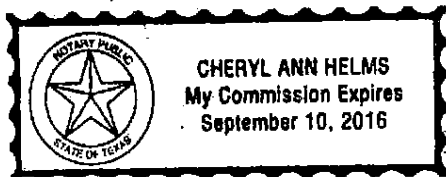
I represent and assert to the Purchasing Department of Hunt County and hereby warrant that P Squared Emulsions is the sole-source manufacturer and supplier of the following item(s): **The Stabilizer, Rejuvenator, ROC, CWE-2, CWP & all P2 Road Primes.** P2 qualifies as the sole-source supplier because: Each of our asphalt emulsion products is manufactured on site to my **proprietary formulas solely owned and manufactured by P2 Emulsions.** I further agree that if P2 Emulsions ever ceases being the sole-source supplier of these proprietary products, I shall immediately make a full disclosure in writing of all relevant facts and circumstances.


IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 18th day of February, 2016.

  
(Signature)

Paul J. Bartsch, C.O.O., P Squared Emulsions  
(Printed Name) (Title) (Company)

SWORN TO AND SUBSCRIBED before me on February 18, 2016, 2016 by  
PAUL J. BARTSCH.



  
Notary Public, State of Texas  
My Commission expires on 9/10/16

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# P<sup>2</sup> Emulsion Plants LLC

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516 S. McLennan Loop  
Elm Mott, Texas 76640  
(254) 829-0330 / FAX -0337

(972) 822-1372 Paul Leodabrand, CEO  
(214) 679-0310 Paul Bartsch, COO  
(214) 704-5906 Gwen Bartsch, CFO

Date: February 18, 2016  
To: Hunt County

This is written certification that our products below are Sole Source Proprietary Products which are manufactured by P2 Emulsions to exacting specifications according to our own proprietary formulations. And in response to your request, to offer this Letter of Certification directly to Hunt County, TX.

Proprietary products must fulfill the TGA formal definition of "a confidential formulation usually containing two or more ingredients and about which information is not in the public domain". P2 Emulsions is the only manufacturer and distributor of our proprietary products:

- **"The Stabilizer"**

Road Base Stabilizer: Asphalt-emulsion incorporated into native soil for road stabilization, strength and water resistance. Works without need for any other road base or aggregate to be hauled in and added to road.

- **"The Rejuvenator"**

Stabilize old asphalt roads and rejuvenate RAP & asphalt millings. This product is basically a re-stabilization road base product.

- **"ROC" (Road-Over-Coat Seal)**

Used over a chipseal for the purpose of sealing out water and locking down loose rock. Saves money because it replaces need for 2nd course chip seal. Also used over other roads to seal and "paint road black". Use on old zebra striped hot mix, chipseal, or oil roads to give road uniform black "new" look, and as safety feature, before re-striping so stripes show up.

- **"CWE-2" Cold Weather Chip Seal"**

Our "all weather" chip seal formulated NO BLEED in hot weather, and allows application into much cooler weather than all other chipseals currently on the market.

- **"CWP" Pothole Patch"**

Engineered especially for air-driven patch machines. Designed for application in all weather. No Bleed.

- **"Prime 11 Concentrate"**

Prime concentrate used as prime, tack, or dust control based on customer's choice of water dilution rate. May be used as prime for chip seal courses, as tack to bind overcoats over bare roads, or as exceptional dust control. ("Ready to Use" Products are also offered under "Lucky 7 RTU" and "Tack 41 RTU" & "P2 Dust Control".)

All of our products fulfill the formal requirements found in Texas Local Government Codes regarding County Purchasing, Section 262.024.7.A. (Copy of text available upon request.)

Unlike commodity products, P2 Emulsion proprietary products **DO NOT CONTAIN ANY VOCs** (Volatile-Organic-Chemicals), which means our products **ARE NOT EPA-restricted or illegal and DO NOT AFFECT WATER TABLES OR WILDLIFE.** We are fully T.C.E.Q. and E.P.A. compliant.

P2 Emulsions welcomes the opportunity to continue to do business with Hunt County..

Sincerely, Gwen Bartsch, CFO  
P SQUARED EMULSION PLANTS, LLC (aka: P2 EMULSIONS)

# LATHROP & GAGE<sup>LLP</sup>

DAVID R. BARNARD  
DIRECT LINE: 816.460.5869  
EMAIL: DBARNARD@LATHROPGAGE.COM  
WWW.LATHROPGAGE.COM

2345 GRAND BOULEVARD, SUITE 2200  
KANSAS CITY, MISSOURI 64108-2618  
PHONE: 816.292.2000  
FAX: 816.292.2001

June 26, 2014

## FEDERAL EXPRESS AND E-MAIL

Gwen Bartsch, CFO  
P Squared Emulsion Plants, LLC  
516 S. McLennan Loop  
Elm Mott, TX 76640

Re: P Squared Emulsion Plants, LLC's trade-secreted processes and products

As you know, P Squared Emulsion Plants, LLC (d.b.a. P2 Emulsions, herein "P2") manufactures and sells products for use in the building and repair of roads. P2's products include the P2 Road Over Coat ("ROC"), the P2 Cooler Weather Application Chipseal ("CWE-2"), the P2 Cooler Weather Pothole Patch ("CWP"), and the P2 Road Stabilizer (collectively, "P2 Products"). You, on P2's behalf, asked us to analyze whether the processes used by P2 to manufacture the P2 Products constitute trade secrets under Texas law. Based on the information you provided, it is our opinion that the processes used by P2 to manufacture the P2 Products do indeed qualify as trade secrets under Texas law.<sup>1</sup>

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<sup>1</sup> Texas Local Government Code, § 262.021 *et seq.* (the "County Purchasing Act") provides that a county making a purchase of more than \$50,000 must follow competitive bidding procedures outlined in § 262.023. *See* County Purchasing Act § 262.023. County Purchasing Act § 262.024, however, provides that the commissioners court may grant a discretionary exemption from the purchase requirements of § 262.023 for "an item that can be obtained from only one source, including (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies...." County Purchasing Act § 262.024(7)(A) (emphasis added). Trade-secreted processes are necessarily "secret processes" because "[s]ecrecy is a key part in the definition of a trade secret." *Lamont v. Vaquillas Energy Lopeno Ltd., LLP*, 421 S.W.3d 198, 210 (Tex. App. 2013). And, the P2 Products, because of the existence of trade-secreted processes utilized in their manufacture, are obtainable from only one source: P2.

Under Texas law, a “[t]rade secret means information, including a formula, pattern, compilation, program, device, method, technique, process, financial data, or list of actual or potential customers or suppliers, that (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.” Tex. Civ. Prac. & Rem. Code Ann. § 134A.002(6) (2013).<sup>2</sup> The processes used by P2 to manufacture the P2 Products clearly meet this definition.

First, the processes used by P2 to manufacture the P2 Products comprise “information”, as required, because the P2 Products have proprietary “formulas” and are manufactured by P2 using proprietary “methods.” Further, this information derives independent economic value, both actual and potential, by virtue of being unknown to, and being unascertainable using proper means by, other persons in the industry. For example, unlike many other emulsions used in road building and repair that comprise diesel and other volatiles, the P2 Products contain no volatile organic compounds whatsoever; this gives the P2 Products an edge in the market as they are not restricted by the Environmental Protection Agency and do not adversely affect water tables or wildlife. Similarly, for example, the temperature range at which the P2 Products may be applied on roads is broader than that of comparable products; for instance, the P2 Products may be applied to roads at temperatures that are 10°F to 20°F lower than the temperatures at which all other comparable products (such as the CRS-2 chipseal) are to be applied. This facet allows the work schedule of the road workers to be extended into the cooler months and minimizes expensive delays, thereby conferring independent economic value to the proprietary information that is not known or ascertainable using proper means by others.

Second, P2 makes reasonable efforts under the circumstances to maintain the secrecy of its proprietary information. For example, P2: (a) manufactures the P2 Products in a dedicated storage wing with a locking pull-up door to keep out unauthorized personnel; (b) disposes empty containers containing raw material for the P2 Products only after the labels of these containers have been removed or redacted; (c)

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<sup>2</sup> Texas adopted this definition of a trade secret on September 1, 2013, when it enacted the Texas Uniform Trade Secrets Act. See, e.g., Joseph F. Cleveland Jr., J. Heath Coffman, *Protecting Trade Secrets Made Simple How the Recently Enacted Texas Uniform Trade Secrets Act Provides A Legislative Framework for Litigating Cases*, 76 Tex. B.J. 751 (2013).



keeps the formulas for the P2 Products in a safety deposit box at the Extraco Bank to ensure that they are safeguarded in case of a break-in at the P2 plant; (d) requires all the employees to sign confidentiality agreements prohibiting them for disclosing to third parties any of P2's proprietary information; (e) posts "no camera" signs on every door in the warehouse and disallows any cameras from being brought into the P2 plant; and (f) every time a new formula for a P2 Product is developed, mails the formula to itself using the United States Postal Service in a sealed envelope, which postmarked envelope remains sealed and is kept in a safety deposit box to conclusively establish the date on which the formula was developed. These efforts are reasonable under the circumstances to maintain the secrecy of P2's proprietary information. *See, e.g., Elm City Cheese Co., Inc. v. Federico*, 251 Conn. 59, 61, 752 A.2d 1037, 1040 (Conn. 1999) (interpreting the definition of a trade secret under Connecticut law, which definition is generally identical to the definition of a trade secret under Texas law, and noting that examples of actions that are reasonable under the circumstances to maintain the secrecy of information include: 1) requiring employees to sign confidentiality agreements or otherwise advising them of the confidential nature of the process; 2) posting warning or cautionary signs, or placing warnings on documents; 3) requiring visitors to sign confidentiality agreements, sign in, and shielding the process from their view; 4) segregating information; 5) using unnamed or code-named ingredients; and 6) keeping secret documents under lock).

Thus, in our opinion, the processes used by P2 to manufacture the P2 Products constitute trade secrets under Texas law.

Very truly yours,

LATHROP & GAGE LLP

By:   
David R. Barnard

DRB

**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**Envirotac II**

Envirotac II (Texas Road Glue) soil stabilizer equal to or meeting the specifications listed below.

<u>Component</u>	<u>Concentration</u>
Acrylic polymer(s)	28.0 – 43.0%
Residual monomers	<0.01%
Aqua Ammonia	<1.0%
Formaldehyde	<0.1%
Water	57.0 – 61.0%
Form	Liquid Milky
Colour	White
pH	5.0 -9.5

Estimated annual use: 250 totes (275 gallon totes) minimum order one (1) truckload.

Firm Fixed Price per Tote Delivered to Precinct 1: \$ \_\_\_\_\_ per tote

Firm Fixed Price per Tote Delivered to Precinct 2: \$ ~~\_\_\_\_\_~~ No \_\_\_\_\_ per tote

Firm Fixed Price per Tote Delivered to Precinct 3: \$ ~~\_\_\_\_\_~~ BIO \_\_\_\_\_ per tote

Firm Fixed Price per Tote Delivered to Precinct 4: \$ \_\_\_\_\_ per tote

Firm Fixed Price per Tote Picked-up: \$ \_\_\_\_\_ per tote

State your pick up point: \_\_\_\_\_

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**COMMENTS or EXCEPTIONS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Terms: Net 30 Days

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:**

✓ YES                      \_\_\_\_\_ NO

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

P<sup>2</sup> Emulsion Plants, L.L.C.  
Company Name

516 S. McLennan Loop  
Address

Elm Mott, Tx 76640  
City, State, Zip

(817) 307-6411  
Phone

(254) 829-0337  
Fax

  
Authorized Signature

Rick McGinnis  
Name (Printed or Typed)

Sales Rep.  
Title

3/8/16  
Date

p<sup>2</sup> emulsions@sbc global.net  
E-Mail

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

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.

P<sup>2</sup> Emulsion Plants, L.L.C.

2  Check this box if you are filling 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.

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

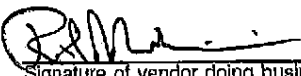
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

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  rep. P<sup>2</sup> Emulsion Plants, L.L.C.  
Signature of vendor doing business with the governmental entity

Date

# 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:  
2016-15291

Date Filed:  
02/18/2016

Date Acknowledged:

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

P2 Emulsions  
Elm Mott, 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.

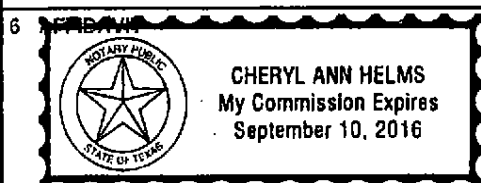
Hunt County, Texas

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 goods or services to be provided under the contract.

140-16 ROAD OIL  
Asphalt Emulsions

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.



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Paul D. Bartsch*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Paul Bartsch, this the 18th day of February, 2016, to certify which, witness my hand and seal of office.

Cheryl Helms Signature of officer administering oath  
Cheryl Helms Printed name of officer administering oath  
Notary Title of officer administering oath

# 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:  
 2016-15291

Date Filed:  
 02/18/2016

Date Acknowledged:  
 03/15/2016

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

P2 Emulsions  
 Elm Mott, 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.**

Hunt County, Texas

**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 goods or services to be provided under the contract.**

140-16 ROAD OIL  
 Asphalt Emulsions

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 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**ROAD OIL**

Road Oil (cracked fuel oil) equal to or meeting the State Department of Highways 1993 standard specification item #300.

Asphalt content of 100 penetration at 77F:	
Minimum 73%	Maximum 80%
Paraffin content	0.0
Flash Point, C.O.C.	Minimum 250 Degrees F
Kinematic Viscosity	Maximum 550 cst. at 140 F
Loss at 212F, 20g 5 hrs.	Maximum 2%
Water and Sediments	Maximum 0%
Delivery Temperature	Minimum 220F, Maximum 250F

Estimated annual use: 4,000 barrels.

Firm Fixed Price per Barrel Delivered to Precinct 1: \$     N/A     per barrel

Firm Fixed Price per Barrel Delivered to Precinct 2: \$     N/A     per barrel

Firm Fixed Price per Barrel Delivered to Precinct 3: \$     N/A     per barrel

Firm Fixed Price per Barrel Delivered to Precinct 4: \$     N/A     per barrel

Firm Fixed Price per Barrel Picked-up: \$     N/A     per barrel

State your pick up point: \_\_\_\_\_

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

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**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**EMULSION for SEAL COATING**

**CRS-1P** (Estimated annual use: 4,000 gal)

F.O.B. Plant	\$	# 1.73	Gal
Pct 1 Delivered	\$	# 1.93	Gal
Pct 2 Delivered	\$	# 1.93	Gal
Pct 3 Delivered	\$	# 1.93	Gal
Pct 4 Delivered	\$	# 1.93	Gal

**CRS-2P:** (Estimated annual use: 12,000 gal)

F.O.B. Plant	\$	# 1.67	Gal
Pct 1 Delivered	\$	# 1.87	Gal
Pct 2 Delivered	\$	# 1.87	Gal
Pct 3 Delivered	\$	# 1.87	Gal
Pct 4 Delivered	\$	# 1.87	Gal

**CRS-2/2H:** (Estimated annual use: 8,000 gal)

F.O.B. Plant	\$	# 1.24	Gal
Pct 1 Delivered	\$	# 1.44	Gal
Pct 2 Delivered	\$	# 1.44	Gal
Pct 3 Delivered	\$	# 1.44	Gal
Pct 4 Delivered	\$	# 1.44	Gal

**CSS-1:** (Estimated annual use: 1,000 gal)

F.O.B. Plant	\$	# 1.44	Gal
Pct 1 Delivered	\$	# 1.64	Gal
Pct 2 Delivered	\$	# 1.64	Gal
Pct 3 Delivered	\$	# 1.64	Gal
Pct 4 Delivered	\$	# 1.64	Gal

**AE-P:** (Estimated annual use: N/A)

F.O.B. Plant	\$	# 2.67	Gal
Pct 1 Delivered	\$	# 2.87	Gal
Pct 2 Delivered	\$	# 2.87	Gal
Pct 3 Delivered	\$	# 2.87	Gal
Pct 4 Delivered	\$	# 2.87	Gal



For partial loads, add \_\_\_\_\_ per gallon

Demurrage rate: \$65.<sup>00</sup> per hour after 2 hours

State your pick up point: Temple, TX

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

primy + hose charge: \$95.<sup>00</sup> per load

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**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**Envirotac II**

**Envirotac II (Texas Road Gluc) soil stabilizer equal to or meeting the specifications listed below.**

<u>Component</u>	<u>Concentration</u>
Acrylic polymer(s)	28.0 – 43.0%
Residual monomers	<0.01%
Aqua Ammonia	<1.0%
Formaldehyde	<0.1%
Water	57.0 – 61.0%
Form.	Liquid Milky
Colour	White
pH	5.0 -9.5

**Estimated annual use: 250 totes (275 gallon totes) minimum order one (1) truckload.**

**Firm Fixed Price per Tote Delivered to Precinct 1:** \$       N/A       per tote

**Firm Fixed Price per Tote Delivered to Precinct 2:** \$       N/A       per tote

**Firm Fixed Price per Tote Delivered to Precinct 3:** \$       N/A       per tote

**Firm Fixed Price per Tote Delivered to Precinct 4:** \$       N/A       per tote

**Firm Fixed Price per Tote Picked-up:** \$       N/A       per tote

**State your pick up point:** \_\_\_\_\_

**ADDITIONAL PRICING**

Describe any additional pricing (if any) of your company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PRICE AND DELIVERY FORM**

**FORMAL BID # 140-16; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS**

**COMMENTS or EXCEPTIONS**

*See the added attachments*

**Payment Terms:** \_\_\_\_\_

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS:**

      ✓       **YES**                                         **NO**

The undersigned bidder has carefully examined the Invitation to Bid and the Certification included therein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Hunt County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from bidder's company as furnished by bidder herewith.

Western Emulsions  
Company Name

4648 Western Way  
Address

Temple, TX 76504  
City, State, Zip

214-403-9146  
Phone

254-773-8019  
Fax

*Phillip Moss*  
Authorized Signature

Phillip Moss  
Name (Printed or Typed)

Technical Marketing Manager  
Title

3/7/2016  
Date

phillip.moss@westernemulsions.com  
E-Mail



Hunt County 2016 Pricing

<u>Product</u>	<u>Cost</u>
PASS CR	\$2.91/gallon delivered
PASS QB	\$2.41/gallon delivered
Fast-Set	\$2.01/gallon delivered
Pro-Flex	\$3.36/gallon delivered
Pro-RAP	\$3.65/gallon or \$28.50/ton for processed RAP

Phillip Moss, P.E.

Technical Marketing Manager



Hunt County 2016 Bid

Pump and Hose charge: \$95.00 per load.

Demurrage after the second hour: \$65.00 per hour.

Return freight is ½ of the outgoing tariff.

Freight is based on a full load, even if a full load is not ordered.

Layovers are \$450.00 per night.

Minimum load is 5200 gallons.

Phillip Moss, P.E.

A handwritten signature in black ink, appearing to read "Phillip Moss", written over the printed name.

Technical Marketing Manager

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

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.

N/A

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

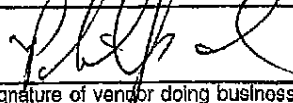
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

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 of vendor doing business with the governmental entity

3/7/2016  
Date

# 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:  
2016-25388  
Date Filed:  
03/11/2016  
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Western Emulsions, Inc  
Temple, TX United States

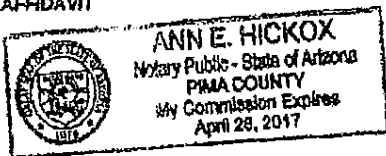
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Hunt County

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 goods or services to be provided under the contract.  
Bid 140-16  
Asphalt Emulsions

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 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Philip Moss*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Philip Moss this the 11 day of March 20 16 to certify which, witness my hand and seal of office.

*Ann E. Hickox*  
Signature of officer administering oath

Ann E. Hickox  
Printed name of officer administering oath

*James Anhalt*  
Title of officer administering oath

# 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:  
 2016-25388

Date Filed:  
 03/11/2016

Date Acknowledged:  
 03/15/2016

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

Western Emulsions, Inc  
 Temple, 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.

Hunt 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 goods or services to be provided under the contract.

Bid 140-16  
 Asphalt Emulsions

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 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath

\_\_\_\_\_  
 Printed name of officer administering oath

\_\_\_\_\_  
 Title of officer administering oath



**Delores Shelton, CIO, CCT  
Hunt County Treasurer**

**FY 11: Monthly Report, February 2016**

# 14,057

FILED FOR RECORD  
at 12:50 o'clock P M

MAR 22 2016

JENNIFER LINDENZINS  
County Clerk  
By *Jennifer Linden*

The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$29,629,541.22**

Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

This report will be filed with accompanying reports this 22 day of March, 2016.

*Delores Shelton*  
Delores Shelton, Hunt County Treasurer

Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)

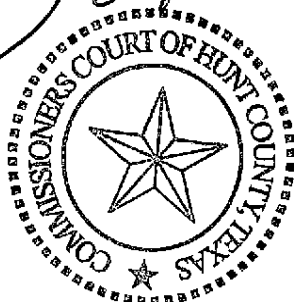
*John L. Horn*  
John L. Horn, Hunt County Judge

*Eric Evans*  
Eric Evans, Comm., Pct #1

*Tod McMahan*  
Tod McMahan, Comm., Pct #2

*Phillip Martin*  
Phillip Martin, Comm., Pct #3

*Jim Latham*  
Jim Latham, Comm., Pct #4



**Hunt County Treasurer**  
**Monthly Report February 2016**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
<b>10-GENERAL</b>	12,628,350.23	5,381,772.96	-2,060,671.68	-6,000,000.00	<b>9,949,451.51</b>
10-TexPool Investment	2,100,369.85	1,298.76	0.00	5,000,000.00	<b>7,101,668.61</b>
10-TexStar Investment	217,189.20	99.06	0.00	1,000,000.00	<b>1,217,288.26</b>
10-InWood Nat'l Bank CD	559,244.49	592.09	0.00	0.00	<b>559,836.58</b>
10-InWood Nat'l Bank CD-2	501,576.43	531.04	0.00	0.00	<b>502,107.47</b>
10-TexPool Investment, Jail	3,148,545.29	753.16	0.00	0.00	<b>3,149,298.45</b>
<b>10-General Fund Totals:</b>	<b>19,155,275.49</b>	<b>5,385,047.07</b>	<b>-2,060,671.68</b>	<b>0.00</b>	<b>22,479,650.88</b>
<b>15-Exchange-Tax Office</b>	92,444.08	50,392.09	-13,292.78		<b>129,543.39</b>
<b>20-Law Library</b>	37,194.44	4,445.00	-8,331.90		<b>33,307.54</b>
<b>21-R&amp;B #1</b>	158,057.67	313,955.22	-91,129.53	-360,000.00	<b>20,883.36</b>
21-R&B #1, TexPool Invest	823,692.16	247.35	0.00	360,000.00	<b>1,183,939.51</b>
<b>21-R&amp;B #1 Fund Totals:</b>	<b>981,749.83</b>	<b>314,202.57</b>	<b>-91,129.53</b>	<b>0.00</b>	<b>1,204,822.87</b>
<b>22-R&amp;B #2</b>	185,954.48	313,086.73	-126,145.28	-355,000.00	<b>17,895.93</b>
22-R&B #2, TexPool Invest	972,905.63	282.77	0.00	355,000.00	<b>1,328,188.40</b>
<b>22-R&amp;B #2 Fund Totals:</b>	<b>1,158,860.11</b>	<b>313,369.50</b>	<b>-126,145.28</b>	<b>0.00</b>	<b>1,346,084.33</b>
<b>23-R&amp;B #3</b>	153,904.53	316,772.73	-124,272.58	-330,000.00	<b>16,404.68</b>
23-R&B #3, TexPool Invest	657,758.89	206.41	0.00	330,000.00	<b>987,965.30</b>
<b>23-R&amp;B #3 Fund Totals:</b>	<b>811,663.42</b>	<b>316,979.14</b>	<b>-124,272.58</b>	<b>0.00</b>	<b>1,004,369.98</b>
<b>24-R&amp;B #4</b>	158,101.64	313,955.18	-82,730.40	-370,000.00	<b>19,326.42</b>
24-R&B #4, TexPool Invest	813,021.03	245.21	0.00	370,000.00	<b>1,183,266.24</b>
<b>24-R&amp;B #4 Fund Totals:</b>	<b>971,122.67</b>	<b>314,200.39</b>	<b>-82,730.40</b>	<b>0.00</b>	<b>1,202,592.66</b>
<b>25-Health Private</b>	59,361.79	2,585.76	-1,734.54		<b>60,213.01</b>
<b>26-State Health Services</b>	-57,868.67	36,640.50	-28,718.78		<b>-49,946.95</b>
<b>27-Hunt County Grants</b>	37,122.13	6,642.60	-5,776.51		<b>37,988.22</b>
<b>68-JP, DDC Fee Fund</b>	136,893.05	514.80	-60.10		<b>137,347.75</b>
<b>71-DC Record Management</b>	8,954.10	375.20	0.00		<b>9,329.30</b>
<b>70-Voter Admin 19</b>	0.00	0.00	0.00		<b>0.00</b>
<b>74-Elections Special</b>	50,931.72	73.82	0.00		<b>51,005.54</b>
<b>75-CA-DWI</b>	11,509.35	130.22	0.00		<b>11,639.57</b>
<b>81-CC Rec Mgt Preservatic</b>	299,798.12	14,970.96	-1,794.34	0.00	<b>312,974.74</b>
<b>82-Courthouse Security</b>	23,594.69	3,417.19	-2,902.58		<b>24,109.30</b>
<b>83-Justice Court Sec.</b>	70,652.91	382.04	-539.82		<b>70,495.13</b>

**Hunt County Treasurer  
Monthly Report February 2016**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	40,878.73	550.00	0.00		41,428.73
85-Co & District Court Tech	9,904.68	142.08	0.00		10,046.76
86-County Record Preserv	68,210.66	1,320.00	0.00		69,530.66
87-Justice Court Technolo	95,463.61	1,539.34	-1,138.77		95,864.18
88-County Clerk Archive	259,275.72	12,760.00	0.00		272,035.72
89-County Record Mgt Pre	3,825.59	1,460.43	-4,604.23		681.79
91-LEOSE	29,229.46	1,635.68	-688.12		30,177.02
95-Juv Prob. Center Fund	710,028.14	116,174.28	-99,417.19		726,785.23
96-Juv Prob "A-Z" Grant	100,200.14	15,739.18	-47,606.84		68,332.48
<hr/>					
50-Debt Service (I&S)	853,309.64	258,293.87	-1,064,393.73	0.00	47,209.78
50-Debt Service TexPool Ir	192,836.90	46.12	0.00	0.00	192,883.02
50-Debt Service Fund Total	1,046,146.54	258,339.99	-1,064,393.73	0.00	240,092.80
<hr/>					
61-Right of Way FundTxPoc	9,036.43	2.16	0.00		9,038.59
<hr/>					
<b>Total of Funds:</b>	<b>26,221,458.93</b>	<b>7,174,031.99</b>	<b>-3,765,949.70</b>	<b>0.00</b>	<b>29,629,541.22</b>

**HUNT COUNTY DEBT**

	Mo. Beginning	Payment	Balance Due	Pay Off Date
Reserve State Comptroller*	864,824.67	-1,883.23	862,941.44	03/2054
2015 Tax Notes	2,035,000.00		2,035,000.00	
Series 2015 Refund Bonds	3,955,000.00		3,955,000.00	
2005 Refunding Bond	0.00	0.00	0.00	09/30/2019
Liability Comp Absence	317,191.83	0.00	317,191.83	
<b>Totals:</b>	<b>7,172,016.50</b>	<b>-1,883.23</b>	<b>7,170,133.27</b>	

\*Beginning Balance \$906,351.27 as of 4/2014

45-Bond Series 2015 (TexPool)	\$0.00	\$0.00	0.00	\$0.00
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2016	TexPool	Tex Star			InWood-CD	InWood-CD
January	0.2674%	0.2713%			1.25%	1.25%
February	0.3010%	0.3147%			1.25%	1.25%

2015	TexPool	Tex Star	Chase	Retiree	InWood-CD	InWood-CD	ANB
January	0.0465%	0.0542%	0.0300%	0.0300%	0.9500%		
February	0.0441%	0.0548%	0.0300%	0.0300%	0.9500%		
March	0.0480%	0.0604%	0.0300%	0.0300%	0.9500%		
April	0.0524%	0.0701%	0.0300%	0.0300%	0.9500%		
May	0.0553%	0.0643%	0.0300%	0.0300%	0.9500%		
June	0.0575%	0.0719%	0.0000%	0.0000%	0.9500%		0.25%
July	0.0630%	0.0722%	Moved to ANB		0.9500%		0.15%
August	0.0716%	0.0823%	" "		0.9500%		0.15%
September	0.0850%	0.0994%			0.9500%		
October	0.0966%	0.1099%			1.25%	1.25%	
November	0.1105%	0.1155%			1.25%	1.25%	
December	0.1863%	0.1868%			1.25%	1.25%	

2014	TexPool	Tex Star	Chase	Retiree	InWood-CD
January	0.0273%	0.0303%	0.0700%	0.0500%	0.7500%
February	0.0283%	0.0318%	0.0700%	0.0500%	0.7500%
March	0.0299%	0.0400%	0.0700%	0.0500%	0.7500%
April	0.0336%	0.0379%	0.0500%	0.0300%	0.7500%
May	0.0244%	0.0273%	0.0500%	0.0300%	0.7500%
June	0.0284%	0.3220%	0.0500%	0.0300%	0.7500%
July	0.0313%	0.0323%	0.0500%	0.0300%	0.7500%
August	0.0352%	0.0350%	0.0500%	0.0300%	0.7500%
September	0.0333%	0.0317%	0.0500%	0.0300%	0.7500%
October	0.2680%	0.0385%	0.0500%	0.0300%	0.9500%
November	0.0286%	0.0387%	0.0500%	0.0300%	0.9500%

2013	TexPool	Tex Star	Chase	Retiree	InWood-CD
January	0.0986%	0.1103%	0.1500%	0.1500%	0.7500%
February	0.0935%	0.0996%	0.1500%	0.1500%	0.7500%
March	0.1047%	0.1125%	0.1500%	0.1500%	0.7500%
April	0.1022%	0.1038%	0.1500%	0.1500%	0.7500%
May	0.0715%	0.0723%	0.1500%	0.1500%	0.7500%
June	0.0576%	0.0614%	0.1500%	0.1500%	0.7500%
July	0.0531%	0.0487%	0.1500%	0.1500%	0.7500%
August	0.0437%	0.0474%	0.1500%	0.1500%	0.7500%
September	0.0394%	0.0390%	0.1500%	0.1500%	0.7500%
October	0.0498%	0.0434%	0.1200%	0.1200%	0.7500%
November	0.0446%	0.0405%	0.1200%	0.1200%	0.7500%
December	0.0372%	0.0357%	0.0700%	0.0500%	0.7500%
Average Rate:	0.0663%	0.0679%	0.1383%	0.1367%	0.7500%

Fax to: 903-408-4291 Att: Sandy

From: Classification

**JAIL COUNT**

March 1, 2016 - March 14, 2016

MAR 21 2016  
MAR 22 2016

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
1-Mar	183	36	8	0	0	96	323
2-Mar	182	34	16	0	0	96	328
3-Mar	185	33	15	0	0	94	327
4-Mar	185	33	15	0	7	94	334
5-Mar	187	31	8	0	0	94	320
6-Mar	188	32	13	0	0	94	327
7-Mar	191	31	14	0	0	94	330
8-Mar	191	30	10	0	0	94	325
9-Mar	189	31	8	0	0	96	324
10-Mar	185	29	8	0	0	96	318
11-Mar	178	33	10	0	0	87	308
12-Mar	177	33	19	0	0	87	316
13-Mar	189	34	12	0	0	87	322
14-Mar	190	33	7	0	0	87	317

# 14, 0141

FILED FOR RECORD  
at 12:30 o'clock P M

MAR 22 2016

JENNIFER LINDENZWEIG  
County Clerk Hunt County, TX  
By: *[Signature]*