

14,563(1)

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Eric Evans

For Successfully Completing 16.00 Hours of Educational Training

During the

59th Annual V. G. Young School for County Commissioners Courts

February 08-10, 2017

Austin, TX

TEXAS A&M
AGRILIFE
EXTENSION

Douglas L. Steffe

Douglas L. Steffe, Director, Texas A&M AgriLife Extension Service

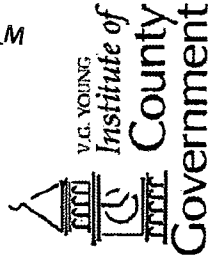
Peter J. McGuill

Peter J. McGuill, Ph.D., Director, V.G. Young Institute of County Government

Woodrow W. Gossom

Woodrow "Woody" Gossom, President, County Judges and Commissioners Association of Texas

FILED FOR RECORD
at 11:52 o'clock a M
MAR 28 2017
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*



14,563 (1)

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Burnie McMahan

For Successfully Completing 16.00 Hours of Educational Training

During the

59th Annual V. G. Young School for County Commissioners Courts

February 08-10, 2017

Austin, TX

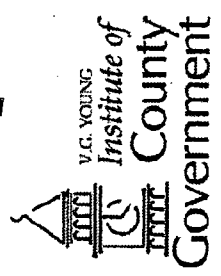
TEXAS A&M
AGRILIFE
EXTENSION

P. McGuill
Peter J. McGuill, Ph.D., Director, V.G. Young Institute of County Government

Douglas L. Steffe
Douglas L. Steffe, Director, Texas A&M AgriLife Extension Service

Woodrow W. Gossom
Woodrow "Woody" Gossom, President, County Judges and Commissioners Association of Texas

FILED FOR RECORD
at 11:50 o'clock a M
MAR 28 2017
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Kelley*



#14,563(1)

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Phillip Martin

For Successfully Completing 14.00 Hours of Educational Training

During the

59th Annual V. G. Young School for County Commissioners Courts

February 08-10, 2017

Austin, TX

TEXAS A&M
AGRILIFE
EXTENSION

Douglas L. Steffe

Douglas L. Steffe, Director, Texas A&M AgLife Extension Service

Peter J. McGuill

Peter J. McGuill, Ph.D., Director, V.G. Young Institute of County Government

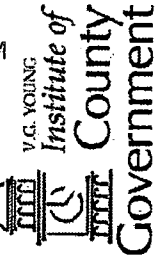
Woodrow W. Gossom

Woodrow "Woody" Gossom, President, County Judges and Commissioners Association of Texas

FILED FOR RECORD
at 11:50 o'clock a M

MAR 28 2017

JENNIFER LINDEN
County Clerk, Hunt County, TX
By *Jennifer Linden*



14,563(1)

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Jim Latham

For Successfully Completing 10.00 Hours of Educational Training

During the

59th Annual V. G. Young School for County Commissioners Courts

February 08-10, 2017

Austin, TX

TEXAS A&M
AGRILIFE
EXTENSION

Douglas L. Steele
Douglas L. Steele, Director, Texas A&M Agrilife Extension Service

Peter J. McGuill
Peter J. McGuill, Ph.D., Director, V.G. Young Institute of County Government

Woodrow 'Woody' Gosson
Woodrow 'Woody' Gosson, President, County Judges and Commissioners Association of Texas

FILED FOR RECORD
at 11:58 o'clock a M
MAR 28 2017
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

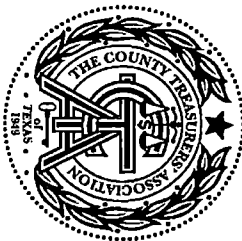


FILED FOR RECORD
at 11:50 o'clock 2 M

MAR 28 2017

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

County Treasurers' Association of Texas
2016 Certificate of Compliance
Continuing Education



This Certifies That
Hon. Delores K. Shelton
Certified County Treasurer
Hunt County

Successfully completed the required hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code Continuing Education.

Tim Funchess

Alan Dierschke

Honorable Tim Funchess, President
County Treasurers' Association of Texas

Honorable Alan Dierschke, Chair
Certification and Validation Committee

County Treasurers' Association of Texas
2016 Certificate of Compliance
Public Funds Investment Act



FILED FOR RECORD
at 11:50 o'clock 2 M
MAR 28 2017
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

This Certifies That
Hon. Delores K. Shelton
County Treasurer
Hunt County

Successfully completed the required hours of investment training approved by the County Treasurers' Association of Texas for the two year period fully satisfying the education requirements for County Treasurers established by chapter 2256 of the Texas Government Code, the Public Funds Investment Act, Section 2256.008, Investment Training; Local Governments.

Jim Funchess

Honorable Alan Dierschke, Chair
County Treasurers' Association of Texas

Alan Dierschke

Honorable Tim Funchess, President
Certification and Validation Committee

#14,563(a)

FILED FOR RECORD
at 11:50 o'clock a M

MAR 28 2017

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



Emmett & Miriam
McCoy
College of Business Administration

TEXAS ASSOCIATION OF COUNTIES

2016 Certificate of Membership

County Investment Academy

Hon. Delores K. Shelton

Successfully completed investment education that satisfies Section 2256.008 of
the Texas Public Funds Investment Act. This ongoing commitment to
continuing education provides maximum benefit to

Hunt County

Issued by the Texas Association of Counties the thirty-first day of December, 2016

Joyce G. Hindman

Hon. Joyce G. Hindman, President

Gene Terry

Mr. Gene Terry, Executive Director

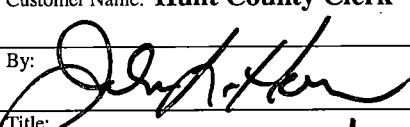
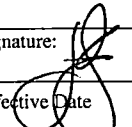
14,563(3)

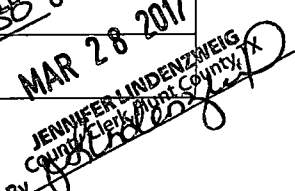
METRO-REPRO, INC.
8906 Chancellor Row, Dallas, Texas 75247
SERVICE CONTRACT

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:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- It is understood that the equipment covered by the agreement must be in good working condition on the date this agreement becomes effective.
- 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
Oce PW360 - 330810534	Hunt County Clerk 2507 Lee St. Suite 201 Greenville, TX 75401	Annual	\$ 2,436.00 includes 5,000 SF month. Overage billed at \$0.027 SF
Company: Metro-Repro, Inc.		Customer Name: Hunt County Clerk	
By: John Edwards		By: 	
Title: Service Manager		Title: Hunt County Judge	
Signature: 		Signed By Customer:	
Effective Date: 04/01/17 - 03/31/18		Date Signed By Customer: 3-28-2017	

at 11:30 o'clock
MAR 28 2017
 JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX
 By: 

14,564

FILED FOR RECORD
at 11:50 o'clock a M

MAR 28 2017

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: *J. Lindenzweig*

**Proclamation:
Child Abuse Prevention Month, April 2017**

WHEREAS, in Federal fiscal year 2016, 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 170 children and their families each and every month of 2016.

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, 9,131 CASA volunteers spoke up for the best interest of 27,953 children;

WHEREAS, in Hunt County, CASA volunteers advocated for 318 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 70 Children's Advocacy Centers across the state served more than 43,000 children in 2016;

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 587 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.

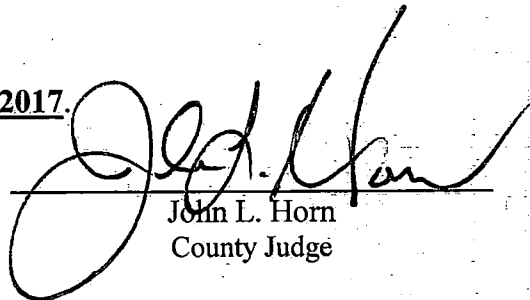
WHEREAS, prevention remains the best defense for our children and families;

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

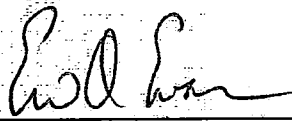
WHEREAS, CASA for Hunt County, Hunt County Children's Advocacy Center, Hunt County's Child Protective Services, foster parents, teachers, counselors, attorneys, judges and others work to ensure that children in our community have the opportunity to grow up in safe, loving permanent homes;

NOW, THEREFORE, the Commissioner's Court of Hunt County, Texas, do hereby proclaim April 2017 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.

Passed this 28th day of March, 2017.



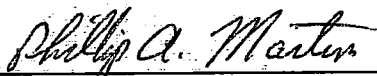
John L. Horn
County Judge



Eric Evans, Precinct 1



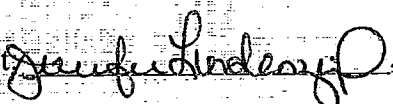
Tod McMahan, Precinct 2

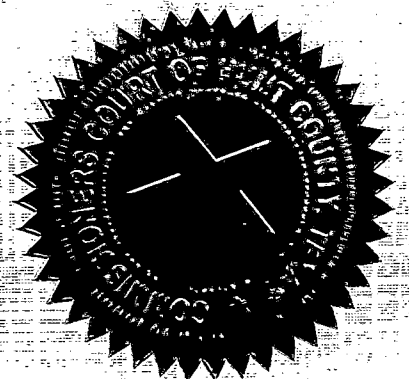


Phillip Martin, Precinct 3



Jim Latham, Precinct 4

Attest:  County Clerk



FILED FOR RECORD
at 11:50 o'clock a M

14,565

HUNT COUNTY, TEXAS CONTRACT FOR SERVICES

MAR 28 2017
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

This agreement made on the date the parties execute this agreement below, between Rigid Excavation, of 2302 First Street, Caddo Mills, Texas 75135, referred to as "Contractor," and Hunt County, Texas, of 2507 Lee Street, Greenville, Texas 75401, referred to as the "County." For in consideration of the work to be performed by the Contractor and the amount to be paid by the County, and the further agreements below, the parties agree:

SECTION I.

DESCRIPTION OF WORK

- Contractor agrees to provide all materials and to perform the following work:
 - Clear all trees and brush within the County easement.
 - Grub the soil for roots and stumps within the County easement.
 - Relocate ditch 4 feet further from the roadway at 15 inches with drainage from the intersection of County Road 2526 & County Road 2560.
 - The scope of work will cover complete clearing of Lots 1 through 9 and Lot 23, and 70 feet entry for Lots 10, 11, and 14 through 22.
 - Install 7 culverts on Lots 14, 17, 18, 19, phase 2 entry, 22, and 23.
- Contractor agrees the location of the project will run 2250 feet east along County Road 2526 and 3170 feet south along County Road 2560 from the intersection of County Road 2526 and County Road 2560.
- Contractor agrees to do everything required by the conditions of this agreement and the request for proposal published by the County for this project.

SECTION II.

TIME FOR COMPLETION

- Contractor agrees that the work under this agreement will be substantially completed within 30 days working days after the signing of this agreement.

SECTION III.

CONTRACT PRICE

- The County agrees to pay Contractor in current funds for the performance of the agreement, \$39,450.00, subject to the general conditions of this agreement, and to make payments as follows:
 - The balance of the contract price is to be paid by the County on completion of the work as provided in this agreement.

SECTION IV.

CONTRACT DOCUMENTS

- The conditions of this agreement and the request for proposal published by the County form the agreement of the parties. The request for proposal is incorporated by reference in this agreement as though set forth in full.

SECTION V.

LIENS OR CLAIMS

- A lien or claim of any kind will not be filed by contractor, by any subcontractor under contractor, or by any other person, firm, or corporation against the property or against any other property belonging to the County for any work or any materials furnished for the construction of the project and work incidental to the project.

SECTION V.

WORK SITE PROVISIONS

- Contractor will gain knowledge of the limits of the property, rights-of-way, and easements of the County and will not trespass on other property. Contractor and contractor's employees will familiarize themselves and comply with all posted rules on the work site.
- Contractor will at all times keep the work site clean from accumulation of waste material and rubbish and at the completion of the work will remove from the work site all rubbish, tools, equipment, machinery, scaffolding, and surplus materials and leave the work site clean. In the event of a dispute as to the cleaning of the work site, the County may remove the rubbish and charge the cost to contractor whom architect determines responsible.
- Contractor will provide and maintain sufficient protection from damage for all of the work, the County's property, and adjacent property.
- Contractor will perform all work in a manner so as not to interfere with the operating functions of the County.
- Contractor will be responsible for securing the necessary permits and licenses for the construction work, at contractor's own cost and expense.
- Contractor will provide and maintain sufficient protection from injury for all employees at the work site and for all members of the public at or near the work site. To this end, contractor will comply with all applicable safety laws and regulations and building codes. Contractor will make certain that only authorized persons are allowed on the work site, and

will post notices warning both employees and members of the public of all construction hazards.

- Contractor will provide for and oversee all safety orders, precautions, and programs necessary to the reasonable safety of workers. In this connection, contractor will take reasonable precautions for the safety of all of contractor's employees and other persons whom the work might affect, complying with all applicable laws, ordinances, rules, regulations, and orders.
- Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor must take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected by the work, all the work and all materials or equipment to be incorporated in the work (whether in storage on or off the site), and other property at the site or adjacent to the site, including lawns, shrubs, trees, pavements, roadways, walks, structures, and utilities not designated for relocation, removal, or replacement in the course of construction.

SECTION VI.

INDEMNITY PROVISIONS

- Contractor agrees to indemnify the County against, hold the County harmless from, and pay any and all losses, claims, demands and damages arising out of, or resulting from, the performance of this agreement by contractor.
- Contractor will provide and maintain sufficient protection from damage for all adjacent property. Contractor will be responsible for any loss or damage to the work or to the property and will hold the County harmless against any claims arising from the loss or damage, except that which results from errors in the contract documents or from the County's negligent actions.
- Contractor agrees that all warranties in the contract documents will survive acceptance of, delivery of, and payment for, the goods, whether any defects are latent or patent, and agrees to indemnify and hold the County harmless from any loss, damage, or other expense, including attorney's fees, that the County may suffer as a result of failure of the materials, machinery, and equipment or craftsmanship to be as warranted.

SECTION VII.

WARRANTY PROVISIONS

- Contractor warrants to the County that:

- Unless otherwise provided for, all materials used on the work will be new, of the best quality of their kind and grade, and of the most efficient and effective design and type available for the purposes intended;
 - All materials will conform in every respect with the specifications and other requirements of the contract documents;
 - Only such material will be used on the work as has been produced or manufactured in accordance with the established and generally accepted standards for goods and craftsmanship of the type covered by the specifications, and of a design and construction as to properly perform the function or work for which intended and to afford the maximum ease in upkeep and repair; and
 - The finish of the exterior surface of the materials, machinery, and equipment used on the work will be in accordance with the specifications, or, in the absence of applicable specifications, or consistent with commercially accepted practices for the services to be rendered by the respective materials, machinery, and equipment.
- The warranties set forth above are cumulative and will not exclude or affect the operation of any other warranty or guaranty provided by law or by the contract documents.
 - Contractor agrees to correct, without expense to, and to the satisfaction of, the County, any defects that may develop in material, craftsmanship, and design during the period of the warranty.

SECTION VII.

OTHER PROVISIONS

- **ASSIGNABILITY.** This agreement is not assignable by Contractor. This agreement is assignable by the County by giving Contractor 30 days written notice of the assignment of this agreement.
- **APPLICABLE LAW.** This Agreement shall be construed, both as to interpretation and performance, per Texas law, and enforced in Hunt County, Texas.
- **AMENDMENT IN WRITING.** This Agreement may be amended only by an instrument in writing signed by all Parties.
- **SEVERABILITY.** The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable for any reason, the remaining provisions will remain in effect without the unenforceable parts.
- **FURTHER ASSURANCES.** The Parties agree to provide and execute any and all further assurances necessary to carry out the terms herein.
- **IT IS EXPRESSLY UNDERSTOOD AND AGREED** by all Parties that they have each

carefully reviewed this Agreement, that they understand its terms, and that the aforesaid consideration stated herein is contractual and not a mere recital.

The Effective Date and the date of this Agreement shall be the date on which this Agreement has been signed by all Parties as evidenced below.

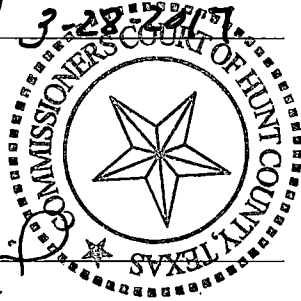
COUNTY:

HUNT COUNTY, TEXAS


John Horn, County Judge

ATTEST:


County Secretary Clerk



CONTRACTOR:

RIGID EXCAVATON

Robert Liebel

ATTEST:

Secretary

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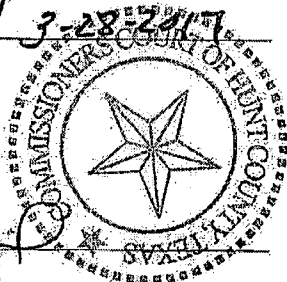
COUNTY:

HUNT COUNTY, TEXAS


John Horn, County Judge

ATTEST:


County Secretary Clerk



CONTRACTOR:

RIGID EXCAVATION


Robert Liebel

ATTEST:

Secretary

FILED FOR RECORD
at 9:15 o'clock a.m.

MAR 31 2017

JENNIFER LINDENZWEIL
County Clerk, Hunt County, TX
By 

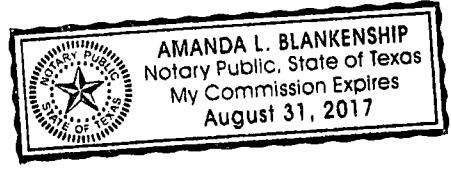
STATE OF TEXAS §
 §
COUNTY OF HUNT §

BEFORE ME, the undersigned Notary Public, on this day personally appeared John Horn, County Judge of Hunt County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official seal on this 28th day of March, 2017.



Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF HUNT §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Robert Liebel of **RIGID EXCAVATON**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.


WITNESS my hand and official seal on this _____ day of _____, 2017.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HUNT §

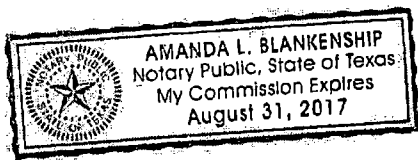
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WITNESS my hand and official seal on this 28th day of March, 2017.



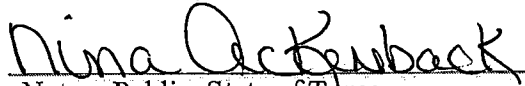
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HUNT §

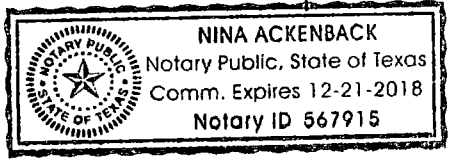


BEFORE ME, the undersigned Notary Public, on this day personally appeared Robert Liebel of **RIGID EXCAVATON**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official seal on this 31 day of March, 2017.

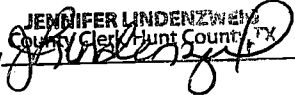


Notary Public, State of Texas



FILED FOR RECORD
at 9:15 o'clock 2 M

MAR 31 2017

JENNIFER LINDEN
County Clerk, Hunt County, TX
By 

**HUNT COUNTY
BID AWARD**

FORMAL BID NO. 156-17, CLEAR SPAN CONCRETE BRIDGES AND BOX CULVERTS
Effective 4/14/17 through 4/13/18

14,566

BRIDGE VENDOR	TWENTY FOOT BRIDGE	THIRTY FOOT BRIDGE	FORTY FOOT BRIDGE	FIFTY FOOT BRIDGE	PROOF OF INSURANCE PROVIDED
Yoder Bridge	\$44,100.00	\$54,000.00	\$62,160.00	\$76,800.00	On File
BOX CULVERT VENDOR					
Yoder Bridge	7 x 10 x 24 Single \$36,900.00	7 x 10 x 24 Double \$46,400.00	9 x 10 x 24 Double \$52,000.00	10 x 10 x 24 Triple \$68,400.00	PROOF OF INSURANCE PROVIDED On File
The Hunt County Purchasing Department recommends award of this bid to Yoder Bridge					
the lowest and best bidder					

at 11:50 o'clock 2 M
MAR 28 2017
 By JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX

88

#14, 566

County of Hunt
STATE OF TEXAS

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



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

FILED FOR RECORD
at 3:00 o'clock P M

MAR 28 2017

Invitation To Bid

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

Formal Bid #156-17, CLEAR SPAN CONCRETE BRIDGE – 20, 30, 40 & 50 FOOT AND CONCRETE BOX CULVERTS, (12) MONTH CONTRACT

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until **10:00 A.M. Central Time March 9, 2017.**

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148 or (903) 408-4292.

READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Yoder Bridge

Address: 1418 19th NW

Contact Name: Toby Yoder

City, State, Zip: Paris Tx 75460

Telephone Number: 903-782-1945

FAX Number: 903-905-4479

By: *Arlyn Yoder*

By: Arlyn Yoder

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)

PRICE AND DELIVERY FORM

**FORMAL BID #156-17; 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: 0

Firm Fixed Price for 20 foot bridge: \$ 44,100.00 per installation

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

14 days

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: 0

Firm Fixed Price for 30 foot bridge: \$ 54,000.00 per installation

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

14 days

ADDITIONAL PRICING

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

PRICE AND DELIVERY FORM

FORMAL BID # 156-17; 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: 0

Firm Fixed Price for 40 foot bridge: \$ 62,160.00 per installation

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

14 days

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: 0

Firm Fixed Price for 50 foot bridge: \$ 76,800.00 per installation

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

14 days

ADDITIONAL PRICING

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

PRICE AND DELIVERY FORM

**FORMAL BID # 156-17; 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: 1

Firm Fixed Price for 7 x 10 x 24 Single Culvert: \$ 36,900.00 per installation

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

14 days

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: 0

Firm Fixed Price for 7 x 10 x 24 Double Culvert: \$ 46,400.00 per installation

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

14 days

ADDITIONAL PRICING

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

PRICE AND DELIVERY FORM

**FORMAL BID # 156-17; 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: 0

Firm Fixed Price for 9 x 10 x 24 Double Culvert: \$ 52,000.00 per installation

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

14 days

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: 0

Firm Fixed Price for 10 x 10 x 24 Triple Culvert: \$ 68,400.00 per installation

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

14 days

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 # 156-17; 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:

 X 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

Arlyn Yoder
Authorized Signature

1418 19th NW
Address

Arlyn Yoder
Name (Printed or Typed)

Paris TX 75460
City, State, Zip

vice-president
Title

903-782-1945
Phone

2-22-17
Date

903-905-4479
Fax

arlyn@yoderbridge.com
E-Mail



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2016

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

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

PRODUCER Pierson & Fendley 1705 Lamar Avenue P.O. Box 459 Paris TX 75461-0459		CONTACT NAME: Marty Brunson PHONE (A/C, No. Ext): (903) 784-0836 E-MAIL ADDRESS: marty@pierson-fendley.com FAX (A/C, No): (903) 785-8434															
INSURED Yoder Construction 1418 N.w. 19th Paris TX 75460		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: CSU Producer Resources, Inc.</td> <td>13037</td> </tr> <tr> <td>INSURER B: Cincinnati Insurance Companies</td> <td>10677</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CSU Producer Resources, Inc.	13037	INSURER B: Cincinnati Insurance Companies	10677	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: CL164104429

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSU0035992	4/9/2016	4/9/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EBA 0269413	8/30/2016	8/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

VERIFICATION PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE

Curtis Fendley/CL2

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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.

OFFICE USE ONLY

Date Received

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

Yoder Bridge

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.

Hunt County
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 Arlin Yoder
Signature of vendor doing business with the governmental entity

2-22-17
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:
2017-169969

Date Filed:
02/22/2017

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 services, goods, or other property to be provided under the contract.

RFB #156-17
Bridge & Box Culvert construction

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

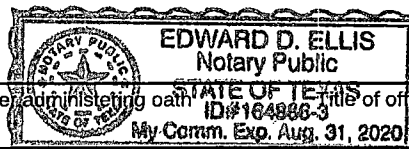
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Toby Yoder, this the 22 day of February, 2017, to certify which, witness my hand and seal of office.

Edward D. Ellis

Signature of officer administering oath



Printed name of officer administering oath: EDWARD D. ELLIS, Notary Public, STATE OF TEXAS, My Comm. Exp. Aug. 31, 2020, ID# 164966-3

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:
2017-169969

Date Filed:
02/22/2017

Date Acknowledged:
03/28/2017

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 services, goods, or other property to be provided under the contract.

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Bridge & Box Culvert construction

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			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. 157-17, ROAD OIL and SEAL COAT EMULSIONS
 Effective 4/23/17 through 4/22/18

14,567

at 11:50 FILED FOR RECORD
 o'clock a M

MAR 28 2017

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

VENDOR	Bryan & Bryan Asphalt Road Oil, LTD	Bryan & Bryan Asphalt Road Oil, LTD	Ergon Asphalt & Emulsions, Inc.	Ergon Asphalt & Emulsions, Inc.
PRODUCT	PRICE per Ton Delivered to all Precincts	PRICE per Ton Picked Up for all Precincts	PRICE per Barrel Delivered	PRICE per Barrel Picked Up
Road Oil	\$575.00	\$570.00	No Bid	No Bid
Pick-up Point		Trinity Asphalt, Ltd. 8612 FM 2276 North Henderson		
Proof of Insurance	Yes		Yes	
VENDOR	Bryan & Bryan Asphalt Road Oil, LTD	Bryan & Bryan Asphalt Road Oil, LTD	Ergon Asphalt & Emulsions, Inc.	Ergon Asphalt & Emulsions, Inc.
PRODUCT	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	\$2.2496	\$2.05
CRS-1P, Pct 2	No Bid	No Bid	\$2.2346	\$2.05
CRS-1P, Pct 3	No Bid	No Bid	\$2.2446	\$2.05
CRS-1P, Pct 4	No Bid	No Bid	\$2.2496	\$2.05
Pick Up Point			4648 Western Way, Temple TX 76504	
CRS-2P, Pct. 1	No Bid	No Bid	\$1.8822	\$1.75
CRS-2P, Pct. 2	No Bid	No Bid	\$1.8822	\$1.75
CRS-2P, Pct. 3	No Bid	No Bid	\$1.8747	\$1.75
CRS-2P, Pct. 4	No Bid	No Bid	\$1.8747	\$1.75

HUNT COUNTY
 BID AWARD

FORMAL BID NO. 157-17, ROAD OIL and SEAL COAT EMULSIONS
 Effective 4/23/17 through 4/22/18

CRS-2/2H, Pct. 1	No Bid	No Bid	\$1.6022	\$1.47
CRS-2/2H, Pct. 2	No Bid	No Bid	\$1.6022	\$1.47
CRS-2/2H, Pct. 3	No Bid	No Bid	\$1.5947	\$1.47
CRS-2/2H, Pct. 4	No Bid	No Bid	\$1.5947	\$1.47
CSS-1, Pct. 1	No Bid	No Bid	\$2.2571	\$1.53
CSS-1, Pct. 2	No Bid	No Bid	\$2.2571	\$1.53
CSS-1, Pct. 3	No Bid	No Bid	\$2.2159	\$1.53
CSS-1, Pct. 4	No Bid	No Bid	\$2.2159	\$1.53
AE-P, Pct. 1	No Bid	No Bid	\$2.8872	\$2.75
AE-P, Pct. 2	No Bid	No Bid	\$2.8797	\$2.75
AE-P, Pct. 3	No Bid	No Bid	\$2.8872	\$2.75
AE-P, Pct. 4	No Bid	No Bid	\$2.8922	\$2.75
Pick Up Point	600 Minton Road, Saginaw, TX 76179			
Envirotac II, Pct. 1	No Bid	No Bid	No Bid	No Bid
Envirotac II, Pct. 2	No Bid	No Bid	No Bid	No Bid
Envirotac II, Pct. 3	No Bid	No Bid	No Bid	No Bid
Envirotac II, Pct. 4	No Bid	No Bid	No Bid	No Bid
Pick Up Point				

**HUNT COUNTY
BID AWARD
FORMAL BID NO. 157-17, ROAD OIL and SEAL COAT EMULSIONS
Effective 4/23/17 through 4/22/18**

Ergon- Adds Federal Env Fee \$0.49770/ton asphalt & polymers \$0.00150 gallon Emulsions Loads
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. Full Transport Loads of 5,500 gallons
Ergon- Return freight is one-half of the outgoing tariff
Ergon - For All Other Materials the pickup point is: 209 Robert Nance Road, Mount Pleasant, TX 75455

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

14,52e7

88

County of Hunt

STATE OF TEXAS

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



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

FILED FOR RECORD
at 3:00 o'clock P M

MAR 28 2017

Invitation To Bid

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

Formal Bid # 157-17: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until **10:00 A.M. Central Time March 9, 2017.**

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148 or (903) 408-4292.

READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: BRYAN & BRYAN ASPHALT ROAD OIL, LTD

Address: P.O. Box 625

Contact Name: Billy Todd Bryan

City, State, Zip: Henderson, Texas 75653

Telephone Number: (903) 657-2391

FAX Number: (903) 655-0061

By: *Billy Todd Bryan*

By: Billy Todd Bryan

Authorized Representative - Signed by Hand

Authorized Representative - Typed or Printed

(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)

PRICE AND DELIVERY FORM

FORMAL BID # 157-17; 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: 900 tons.

Firm Fixed Price per Ton Delivered to Precinct 1: \$ 575.00 per ton
Firm Fixed Price per Ton Delivered to Precinct 2: \$ 575.00 per ton
Firm Fixed Price per Ton Delivered to Precinct 3: \$ 575.00 per ton
Firm Fixed Price per Ton Delivered to Precinct 4: \$ 575.00 per ton
Firm Fixed Price per Ton Picked-up: \$ 570.00 per ton

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

If partial loads of Road Oil are requested, please acknowledge how the additional units will be priced per unit: no change in price per ton for partial loads

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 # 157-17; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS

EMULSION for SEAL COATING

CRS-1P (Estimated annual use: 0 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: 15,000 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

COMMENTS or EXCEPTIONS

NO BID

Payment Terms: NO BID

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

Billy Todd Bryan
Authorized Signature

P.O. Box 625
Address

Billy Todd Bryan
Name (Printed or Typed)

Henderson, Texas 75653
City, State, Zip

President
Title

(903) 657-2391
Phone

3/6/2017
Date

(903) 655-0061
Fax

pmcelhaney@bryanasphalt.net
E-Mail

TRINITY ASPHALT, LTD.
P.O. BOX 636
HENDERSON, TX 75653
(903) 836-7263 or fax (903) 836-7265

January 01, 2017

Bryan & Bryan Asphalt Road Oil, Ltd.

Attention: Billy Todd Bryan

Our company agrees to furnish Bryan & Bryan Asphalt with road oil (cracked fuel oil) meeting the State Department of Highways 1993 standard specification item #300. This material will be kept in stock, on test, hot and ready to load at all times.

We look forward to serving you in 2017

Sincerely,

Charles Moore

Charles Moore, President
Trinity Asphalt, Ltd.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2016

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

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


PRODUCER Capps Insurance Agency A Higginbotham Company 1610 Shadywood Lane Mount Pleasant TX 75455	CONTACT NAME: Lisa Garner PHONE (A/C, No, Ext): (903) 572-4366 FAX (A/C, No): (903) 577-1467 E-MAIL ADDRESS: lgarner@cappsinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: HDI-Gerling America Insurance Co.</td> <td>41343</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Inter-Hannover</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HDI-Gerling America Insurance Co.	41343	INSURER B: Texas Mutual Insurance Company		INSURER C: Inter-Hannover		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Bryan & Bryan Trucking LLC DBA:Trinity Asphalt LTD, Bryan and Bryan Asphalt Road Oil LTD LTD Bryan Asphalt Products LLC PO Box 625 Henderson TX 75653														

COVERAGES **CERTIFICATE NUMBER: 16-17 Master** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EGGCD000034316	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		EAGCD00034316	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Blanket WOS \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EXAGD000034316	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0010141803	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Motor Truck Cargo			MTC15E023602	5/1/2016	5/1/2017	Single Conveyance/\$40,000 Deduct/1,000

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

CERTIFICATE HOLDER Hunt County Purchasing Department 2507 Lee Street Room 104 Greenville, TX 75401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Tracy Lange/JLM 

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.

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

7 Billy Todd Bryan
Signature of vendor doing business with the governmental entity

3/4/2017
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:
2017-174744

Date Filed:
03/06/2017

Date Acknowledged:

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

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 services, goods, or other property to be provided under the contract.

#157-17
ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT

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.



Billy Todd Bryan
Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL ABOVE

Sworn to and subscribed before me, by the said Billy Todd Bryan, this the 6TH day of MARCH, 20 17, to certify which, witness my hand and seal of office.

Patrick L. McElhanev
Signature of officer administering oath

PATRICK L. MCELHANEV
Printed name of officer administering oath

Controller
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:
2017-174744

Date Filed:
03/06/2017

Date Acknowledged:
03/28/2017

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

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 services, goods, or other property to be provided under the contract.

#157-17
ROAD OIL (CRACKED FUEL OIL) & SEAL COAT EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT

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

14,567
County of Hunt
STATE OF TEXAS

88

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



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

FILED FOR RECORD
at 3:00 o'clock 9 M

Invitation To Bid

MAR 28 2017

**Formal Bid # 157-17: ROAD OIL (CRACKED FUEL OIL) & SEAL COAT
EMULSIONS, SOIL STABILIZER (12) MONTH CONTRACT**

JENNIFER LINDENZWEIG
County Clerk & Seal
By: [Signature]

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until 10:00 A.M. Central Time March 9, 2017.

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148 or (903) 408-4292.

READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

11612 RM 2244

Company Name: ERGON ASPHALT & EMULSIONS, INC. Address: BUILDING 1, SUITE 250

Contact Name: PHILLIP MOSS City, State, Zip: AUSTIN, TEXAS 78738

Telephone Number: (512) 469-9292 FAX Number: (512) 469-0391

By: [Signature]

By: PHILLIP MOSS

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)

TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet**
Your company name, address, and your signature (**IN INK**) should appear on this page.
- 2. **Table of Contents**
This page is the Table of Contents.
- 3. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.
- 4. **Implementation of House Bill 23**
Conflict of Interest Questionnaire
- 5. **Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**
Certificate of Interest Parties (Form 1295)
- 6. **Specifications**
This section contains the detailed description of the product/service sought by the County.
- 7. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.
- 8. **General Requirements**
You should be familiar with all of the General Requirements.
- 9. **Attachments**
 - a. **Residence Certification**
Be sure to complete this form and return with packet.
 - b. **Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. Please read carefully and fill out completely.
 - c. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - d. **Workers' Compensation Insurance Coverage Rule 110.110**
Included when applicable.
 - e. **Reference Sheet**
When references are required by the bid specifications you must complete this sheet.

SPECIAL REQUIREMENTS/INSTRUCTIONS

FORMAL BID # 157-17; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS

1. PAYMENT

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, 903-408-4124. Hunt County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

2. ESCALATION CLAUSE

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first six (6) months of this contract. Increases of more than 25% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. DESCRIPTION

All Road Oil, Emulsion & Soil Stabilizer will be ordered by the County Barns listed below:

A. Precinct 1 – 310 East Locust, Celeste, TX	903-568-4522
B. Precinct 2 – 2020 Gilmer St, Caddo Mills, TX	903-527-3181
C. Precinct 3 – 301 Hwy 69 North, Lone Oak, TX	903-662-5332
D. Precinct 4 – 1005 ½ Bois D’Arc Street, Commerce, TX	903-886-6321

Orders will be made by telephone by the various county precincts and a purchase order will not be required. Samples may be required for trial and approval by using department. Testing may be preformed at the request of Hunt County anytime during the length of the contract through an independent testing laboratory. Samples being tested shall be furnished free of charge to Hunt County. If the results do not meet specifications, the cost of the test will be absorbed by the successful bidder. If the result of the test meets specification, the cost will be borne by Hunt County.

The sizes of orders will vary. Hunt County will require prompt delivery on all sizes of orders. There may be instances where same day service is required, but only by special request. Vendors will be expected to cooperate if at all possible.

4. **ESTIMATES OF USE**

The stated estimates of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is **NOT** a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.

5. **FUEL SURCHARGES**

Hunt County will not accept any fuel surcharge cost added to invoices.

6. **Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

7. **Certificate of Interested Parties (Form 1295):**

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

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application is available on the following site: Please follow Instructional Video for Business Entities.
at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SPECIFICATIONS

FORMAL BID # 157-17; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS

SCOPE

It is the intent of this Invitation to Bid to solicit bids for the Road Oil (cracked fuel oil), Emulsion for Seal Coat and Soil Stabilizer for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning April 23, 2017 through April 22, 2018. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

The selected vendor shall abide by Federal, State and Local laws, regulations and ordinances concerning the sales, transportation and delivery of road oils, emulsions & soil stabilizer to the County facilities. The selected vendor shall also ensure all subcontractors and delivery agents employed by the primary contractor shall abide by the same laws and regulations.

Any inquiries related to this ITB should be addressed in writing and faxed to the attention of Cheryl Lowry, Purchasing Agent at 903-408-4242 prior to 2:00 p.m., March 3, 2017.

DESCRIPTION

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All work will be performed during our regular working hours (7 am to 3:30 pm), unless otherwise specified in this agreement.

WORK STANDARDS

All work shall be performed to the complete satisfaction of Hunt County.

SAFETY

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

The contractor shall be held responsible for all spillage which may occur during transit and unloading operations. They shall immediately report spillage and cleanup. Failure to do so shall initiate corrective action and back charge to the contractor of any incurred costs.

EVALUATION CRITERIA

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

1. Compliance with specifications (proof of insurance)
2. Cost
3. Vendor performance history

SUB-CONTRACTORS

The contractor (s) awarded this bid shall only employ sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

AWARD

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract.

PRICE AND DELIVERY FORM

FORMAL BID # 157-17; 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: 900 tons.

Firm Fixed Price per Ton Delivered to Precinct 1: \$ NO BID per ton

Firm Fixed Price per Ton Delivered to Precinct 2: \$ NO BID per ton

Firm Fixed Price per Ton Delivered to Precinct 3: \$ NO BID per ton

Firm Fixed Price per Ton Delivered to Precinct 4: \$ NO BID per ton

Firm Fixed Price per Ton Picked-up: \$ NO BID per ton

State your pick up point: _____

If partial loads of Road Oil are requested, please acknowledge how the additional units will be priced per unit: _____

ADDITIONAL PRICING

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

PRICE AND DELIVERY FORM

FORMAL BID # 157-17; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS

EMULSION for SEAL COATING

CRS-1P (Estimated annual use: 0 gal)

F.O.B. Plant		
Pct 1 Delivered	\$ 2.05	Gal
Pct 2 Delivered	\$ 2.2496	Gal
Pct 3 Delivered	\$ 2.2346	Gal
Pct 4 Delivered	\$ 2.2446	Gal
	\$ 2.2496	Gal

CRS-2P: (Estimated annual use: 15,000 gal)

F.O.B. Plant	\$ 1.75	Gal
Pct 1 Delivered	\$ 1.8822	Gal
Pct 2 Delivered	\$ 1.8822	Gal
Pct 3 Delivered	\$ 1.8747	Gal
Pct 4 Delivered	\$ 1.8747	Gal

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

F.O.B. Plant	\$ 1.47	Gal
Pct 1 Delivered	\$ 1.6022	Gal
Pct 2 Delivered	\$ 1.6022	Gal
Pct 3 Delivered	\$ 1.5947	Gal
Pct 4 Delivered	\$ 1.5947	Gal

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

F.O.B. Plant	\$ 1.53	Gal
Pct 1 Delivered	\$ 2.2571	Gal
Pct 2 Delivered	\$ 2.2571	Gal
Pct 3 Delivered	\$ 2.2159	Gal
Pct 4 Delivered	\$ 2.2159	Gal

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

F.O.B. Plant	\$ 2.75	Gal
Pct 1 Delivered	\$ 2.8872	Gal
Pct 2 Delivered	\$ 2.8797	Gal
Pct 3 Delivered	\$ 2.8872	Gal
Pct 4 Delivered	\$ 2.8922	Gal

CSS-1H	F.O.B. Plant	\$ 1.53	
	Pct 1 Delivered	\$1.6622	
	Pct 2 Delivered	\$1.6622	
	Pct 3 Delivered	\$1.6547	
	Pct 4 Delivered	\$1.6547	

Product: CSS-1H

Description: A cationic, water-based asphalt emulsion product used primarily for tack coat and fog seal

Properties:

Boiling Point	212°F
% Volatiles	None
Appearance	Brown Liquid
Flammability	Non-flammable
Density	8.4 lbs/gal
Solubility	Dispersable in Water
Odor	Petroleum Odor

Specification: AASHTO M208, TxDOT Std Specification Item 300

Property	Test Procedure (AASHTO)	Specification	
		(min)	(max)
Viscosity, Saybolt-Furol, 77°F	T72	20	100
Sieve Test, %	T59		0.1
Storage Stability, 1 day, %	T59		1
Distillation Test	Residue by distillation, % by weight	T59	60
	Oil Distillate, % by volume of emulsion	T59	0.5
Tests on Residue from Distillation	Penetration, 77°F, 100g, 5 sec	T49	70
	Ductility, 77°F, 5 cm/min, cm	T51	80
	Solubility in Trichloroethylene, %	T44	97.5

Handling

- Protect Emulsion from freezing
- Avoid overheating
- Avoid excessive pumping with high shear pumps

Storage & Application

Storage Temperature (°F)	50 - 140
Application Temperature (°F)	50 - 130

For partial loads, add **see below per gallon

Demurrage rate: \$80.00 per hour after TWO hours

FOR CRS-1P: 4648 WESTERN WAY, TEMPLE, TEXAS 76504

State your pick up point: FOR AE-P: 600 MINTON ROAD, SAGINAW, TEXAS 76179

ALL OTHERS: 209 ROBERT NANCE ROAD, MOUNT 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. A FEDERAL ENVIRONMENTAL FEE WILL BE ADDED TO PRICES AT A RATE OF \$.49770/TON FOR ASPHALT & POLYMER LOADS OR \$.00150/GALLON FOR EMULSION LOADS.

COMMENTS or EXCEPTIONS

** 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.

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

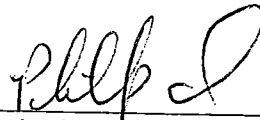
City, State, Zip

(512) 469-9292

Phone

(512) 469-0391

Fax



Authorized Signature

PHILLIP MOSS

Name (Printed or Typed)

AREA SALES MANAGER

Title

MARCH 7, 2017

Date

karen.sellers@ergon.com

E-Mail

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

ADDENDA

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioner's Court.

AWARD

Hunt County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID." An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

BID RETURNS

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS on the date specified. Late bids will not be accepted.

BONDS

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

CHANGE OF OWNERSHIP

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

CONFLICT OF INTEREST IN CONTRACTS

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

CONTRACT OBLIGATION

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioner's Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

DRUG FREE WORK PLACE

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

E-MAIL ADDRESS CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

GOVERNING LAW

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INTER-LOCAL PARTICIPATION

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

INTER-NET DISCLAIMER

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

MAINTENANCE

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

MULTIPLE BID AWARD

At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Hunt County reserves the right to currently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Hunt County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

RECYCLED MATERIALS

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

TAXES

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To;" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

VENDORS OWING TAXES

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —www.hctax.info. Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 1/12

CERTIFICATE OF INSURANCE REQUIREMENTS

FORMAL BID # 157-17; ROAD OIL & EMULSION CONTRACT TWELVE (12) MONTHS

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

TYPE OF COVERAGE

MINIMUM LIMITS

WORKERS COMPENSATION

STATUTORY

COVERAGE A (See attachment "f")

EMPLOYERS LIABILITY

COVERAGE B

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

COMMERCIAL GENERAL LIABILITY

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

NOTE:

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

AUTOMOBILE LIABILITY

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project, and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.



CERTIFICATE OF LIABILITY INSURANCE

4/30/2017

DATE (MM/DD/YYYY)

3/6/2017

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

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

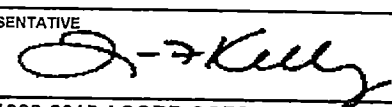
PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME: _____ PHONE (A/C No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1407257 Ergon Asphalt & Emulsions, Inc. 2829 Lakeland Drive Flowood MS 39232	INSURER A: ACE American Insurance Company NAIC # 22667	
	INSURER B: National Fire and Marine Insurance Co 20079	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	
	INSURER F: _____	

COVERAGES **CERTIFICATE NUMBER:** 13932243 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	XSLG27852099	4/30/2016	4/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISAH09042684 ISAH09042696	4/30/2016 4/30/2016	4/30/2017 4/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	Y	Y	42-UMO-302493-01	4/30/2016	4/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	WLRC48605916	4/30/2016	4/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER 13932243 Hunt County Purchasing Department 2507 Lee Street, Room #104 Greenville TX 75401	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

Named Insured Schedule

Ergon, Inc.
Ergon - West Virginia, Inc.
Ergon Refining, Inc.
Ergon BioFuels, LLC
Ergon BioSciences, Inc.
Ergon Asphalt & Emulsions, Inc.
Crafco, Inc.
Paragon Technical Services, Inc.
Paving Maintenance Supply, Inc.
Telfer Pavement Technologies, LLC
Ergon Terminaling, Inc.
Ergon Oil Purchasing, Inc.
Ergon - Baton Rouge, Inc.
Ergon - Ironton, LLC
Ergon - Knoxville, Inc.
Ergon - St. James, Inc.
Ergon - Texas Pipeline, Inc.
Ergon Acquisition Corp.
Ergon Foundation, Inc.
Ergon Securities, Inc.
Big Valley, LLC
Ergon Properties, Inc.
ISO Panels, Inc.
Magnolia Marine Transport Company
Ergon Marine & Industrial Supply, Inc.
Ergon Trucking, Inc.
Diversified Technology, Inc.
LLWR, LLC
M & L Properties, LLC
Mirror Lake Building, LLC
Mirror Lake Land Company
Pearl Street Parking LLC
PruGON Properties LLC
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.
Ergon - Latin America, LLC

Ergon - Asia, Inc.
Ergon Asia (Hong Kong) Limited
Ergon Mexico S de R.L. de C.V.
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)
Bay Harbour Development, LLC
Grand Harbour Development, LLC
Specialty Process Fabricators, Inc.
Ergon Energy Associates, LLC
Ergon Energy Partners, LP
Flowood Oil, LLC
Ergon Exploration, Inc.
Ergon Production, Inc.
MSLATX Pipeline Company
Kearney Park Farms, Inc.
Lampton-Love, Inc.
Lacox Propane Gas Company
Blossman L. P. Gas Service, Inc.
Harrell Gas, Inc.
Lacox, Inc.
Lampton-Love Gas Company
Lampton-Love of Magee, Inc.
Lampton-Love of Pelahatchie, Inc.
Liquefied Petroleum Gas Management, Inc.
Allgas, Inc.
Allgas, Inc., of Montgomery
Allgas, Inc., of TN
Magnolia Gas, Inc.
Natchez Butane, Inc.
Petroleum Distributor of Jackson, Inc.
Progas Inc.
Southern Propane, Inc.
Starkville L.P. Gas, Inc.
Process Oils, Inc.
Chemical Marketing Associates DBA Process Oils, Inc.
Telfer Geosynthetics
Telfer Highway Technologies, LLC
Telfer Oil Company
Continental Western Transportation Co., Inc.

Ergon-Frazier Development I, LLC
Bunge-Ergon Renewable Energy, LLC
Ergon Asphalt Products - Coolidge, Inc. (Dissolved 10/8/2010)
Ergon Asphalt Products, Inc.
Lampton-Love Trucking, Inc.
Mainstreet Builders, Inc. (Corporation dissolved 6/30/10)
Pearl Street Properties, Inc. (Dissolved 08/11/2010)
Solquim, C.A. (Sold March 2007)
Flowood Properties LLC (Dissolved 01/23/2007)
Georgia Emulsions, LLC (dissolved 10/21/2010)
Bunge-Ergon Vicksburg, LLC
Ergon Ethanol, Inc.
Ergon Asphalt & Emulsions, Inc. dba Ergon Armor
Ergon Maintenance Services, A Division of Ergon Terminaling, Inc.

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.

PHILLIP MOSS / 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.

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?

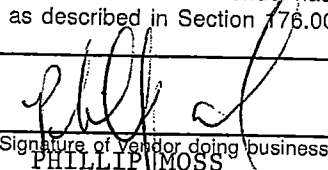
Yes No

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.

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 
Signature of vendor doing business with the governmental entity
PHILLIP MOSS

03/07/2017

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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:
2017-175700

Date Filed:
03/07/2017

Date Acknowledged:
03/28/2017

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 services, goods, or other property to be provided under the contract.

RFB #157-17
Road Oil & Seal Coat Emulsions, Soil Stabilizer (12) Month Contract

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

14, 567

FILED FOR RECORD
at 4:00 o'clock P M

AUG 10 2017

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

Bryan & Bryan Asphalt, LLC
P.O. Box 1639
Jackson, MS 39215-1639

Re: Consent to Assignment of Contracts with Hunt County, TX (the "County")

Gentlemen:

You have informed us that effective July 1, 2017 (the "Effective Date"), Bryan & Bryan Asphalt, LLC, a wholly-owned subsidiary of Ergon Asphalt & Emulsions, Inc. ("Bryan & Bryan"), acquired substantially all the assets of Bryan and Bryan Asphalt Road Oil, Ltd. and Bryan Asphalt Products, LLC (the "Bryan Companies"). In connection with the transaction, the Bryan Companies wish to assign to Bryan & Bryan, and Bryan & Bryan wishes to assume, the contract(s) currently in place with the County listed below (the "Assumed Contracts") from and after the Effective Date. This will confirm that the County consents to assignment of the Assumed Contracts to Bryan & Bryan and that Bryan & Bryan assumes all obligations under the Assigned Contracts from and after the Effective Date.

Sincerely,

[Signature]

(Hunt County)

By: John L. Horn
Name: Hunt County
Title: County Judge

Reference Contract(s): Bid # 157-17

AGREED:

BRYAN & BRYAN ASPHALT, LLC

By: *[Signature]*
Name: Tim Brittain
Title: _____



Bryan & Bryan Asphalt, LLC

RETURN BY FAX TO 903-655-0061 OR BY EMAIL TO TWARBURTON@BRYANASPHALT.NET

GOVERNMENTAL ENTITY CREDIT ACCOUNT INFORMATION QUESTIONNAIRE

The information in this form must be supplied by any government entity wishing to purchase materials on an open account. The information required allows us to establish an account with the proper billing information.

Entity Requesting an Account: HUNT County

Entity's Employee requesting Account: CHERYL Lowry - Hunt County Purchasing Agent

Phone Number: 903-408-4148 Email Address: Clowry@huntcounty.net

Complete Billing Address: HUNT County Auditors
P.O. Box 1097
GREENVILLE, TX 75403

Accounts Payable Contact: Michelle Spillers

Phone Number: 903-408-4124 Fax Number: 408-4280

Email Address: mspillers@huntcounty.net

Do you require a Purchase Order? Yes No

Invoices may be sent by mail/email/or fax. If you prefer email or fax please provide the correct email address or fax number below. If this space is left empty invoices will be mailed.

Email - mspillers@huntcounty.net

Will customer's truck pick up product at the Bryan & Bryan Facility? YES NO (circle one)

Will Bryan & Bryan arrange delivery of product? YES NO (circle one)

If customer arranges shipping please provide name of carrier: _____

If applicable please provide a sales tax exemption certificate.

Signature: Cheryl Lowry Date: 8-10-17

Type or Print Name: CHERYL Lowry

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency Hunt County	75-6001017
Address (Street & number, P.O. Box or Route number) 2507 Lee Street, P.O. Box 1097	Phone (Area code and number) 903-408-4120
City, State, ZIP code Greenville, Texas 75403-1097	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: BRYAN & BRYAN Asphalt, LLC
Street address: PO Box 23028 City, State, ZIP code: JACKSON, MS 39225-3028

Description of items to be purchased or on the attached order or invoice:

Items purchased or services rendered

Purchaser claims this exemption for the following reason:

County Government

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here: <u>Jimmy P. Hamilton</u>	Title: <u>County Auditor</u>	Date: <u>8-10-17</u>
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

HUNT COUNTY #14,568

BID AWARD

FORMAL BID NO. 158-17, PREMIX OIL AND SAND

Effective 4/13/17 through 4/12/18

FILED FOR RECORD
at 11:50 o'clock a.m.

MAR 28 2017

JENNIFER LINDEN
By County Clerk Hunt County, TX

PRECINCT	VENDOR	PRICE PER TON DELIVERED	PRICE PER TON UNDELIVERED	Pick - Up Point
One	Oldcastle Materials Texas, Inc. - TexasBit	\$71.50	\$59.00	320 Ironhorse Dr, Terrell, TX
One	Oldcastle Materials Texas, Inc. - TexasBit	SSM - \$72.50	SSM - \$60.00	
One	RK Hall, Inc.	\$67.00	\$62.00	Hwy 224, Greenville, TX
One	Richard Drake Const	\$77.30	\$65.80	CR 12530, Paris, TX
Two	Oldcastle Materials Texas, Inc. - TexasBit	\$69.00	\$59.00	320 Ironhorse Dr, Terrell, TX
Two	Oldcastle Materials Texas, Inc. - TexasBit	SSM - \$70.00	SSM - \$60.00	
Two	RK Hall, Inc.	\$67.00	\$62.00	Hwy 224, Greenville, TX
Two	Richard Drake Const	\$76.10	\$65.80	CR 12530, Paris, TX
Three	Oldcastle Materials Texas, Inc. - TexasBit	\$69.00	\$59.00	320 Ironhorse Dr, Terrell, TX
Three	Oldcastle Materials Texas, Inc. - TexasBit	SSM - \$70.00	SSM - \$60.00	
Three	RK Hall, Inc.	\$67.00	\$62.00	Hwy 224, Greenville, TX
Three	Richard Drake Const	\$76.10	\$65.80	CR 12530, Paris, TX
Four	Oldcastle Materials Texas, Inc. - TexasBit	\$72.00	\$59.00	320 Ironhorse Dr, Terrell, TX
Four	Oldcastle Materials Texas, Inc. - TexasBit	SSM - \$73.00	SSM - \$60.00	
Four	RK Hall, Inc.	\$67.00	\$62.00	Hwy 224, Greenville, TX
Four	Richard Drake Const	\$78.70	\$65.80	CR 12530, Paris, TX

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

#14,568

ff

County of Hunt

STATE OF TEXAS

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



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

FILED FOR RECORD
at 3:00 o'clock P M

MAR 28 2017

Invitation To Bid

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

Formal Bid # 158-17, PREMIX OIL AND SAND TWELVE (12) MONTH CONTRACT

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until 10:00 A.M. Central Time March 9, 2017.

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148 or (903) 408-4292.

READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. **You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.**

Company Name: RK Hall, LLC

Address: 2810 NW Loop 286

Contact Name: Brandon Gibson

City, State, Zip: Paris, TX 75460

Telephone Number: 903-647-0581

FAX Number: 903-784-8887

By: Brandon Gibson *[Signature]*

By: Brandon Gibson

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)

TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet**
Your company name, address, and your signature (**IN INK**) should appear on this page.

- 2. **Table of Contents**
This page is the Table of Contents.

- 3. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.

- 4. **Implementation of House Bill 23**
Conflict of Interest Questionnaire

- 5. **Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**
Certificate of Interest Parties (Form 1295)

- 6. **Specifications**
This section contains the detailed description of the product/service sought by the County.

- 7. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.

- 8. **General Requirements**
You should be familiar with all of the General Requirements.

- 9. **Attachments**
 - a. **Residence Certification**
Be sure to complete this form and return with packet.

 - b. **Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. Please read carefully and fill out completely.

 - c. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).

 - d. **Workers' Compensation Insurance Coverage Rule 110.110**
Included when applicable.

 - e. **Reference Sheet**
When references are required by the bid specifications you must complete this sheet.

SPECIAL REQUIREMENTS/INSTRUCTIONS

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

1. PAYMENT

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, (903) 408-4124. Hunt County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

2. ESCALATION CLAUSE

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first six (6) months of this contract. Increases of more than 25% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. DESCRIPTION

All prices must be quoted FOB delivered to the addresses listed below unless otherwise noted:

A. Precinct 1 – 310 East Locust, Celeste, TX	903-568-4522
B. Precinct 2 – 2020 Gilmer St., Caddo Mills, TX	903-527-3181
C. Precinct 3 – 301 Hwy 69 North, Lone Oak, TX	903-662-5332
D. Precinct 4 – 1005 ½ Bois D’Arc Street, Commerce, TX	903-886-6321

4. ESTIMATES OF USE

The stated estimate of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is NOT a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.

5. FUEL SURCHARGES

Hunt County will not accept any fuel surcharge cost added to invoices.

6. **Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

7. **Certificate of Interested Parties (Form 1295):**

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

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site. Please follow Instructional Video for Business Entities at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SPECIFICATIONS

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

SCOPE

It is the intent of this Invitation to Bid to solicit bids for the Premixed Oil and Sand for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning April 13, 2017 through April 12, 2018. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

For information regarding the bid process, please contact Hunt County Purchasing Agent Office at (903) 408-4148 or (903) 408-4292 prior to 2:00 p.m., March 3, 2017.

DESCRIPTION

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All work will be performed during our regular working hours (7 am to 4 pm), unless otherwise specified in this agreement.

WORK STANDARDS

All work shall be performed to the complete satisfaction of Hunt County.

SAFETY

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

EVALUATION CRITERIA

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

1. Compliance with specifications (proof of insurance)
2. Cost
3. Vendor performance history

SUB-CONTRACTORS

The contractor (s) awarded this bid shall only employ employee sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

AWARD

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract.

PRICE/DELIVERY FORM

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

Precinct 1 – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans
Foreman Mark Bussell – Pct Barn (903) 568-4522

Estimated use for twelve months 4,000 tons.

Firm Fixed Price Delivered: \$ 67.00 per ton

Firm Fixed Price Picked Up: \$ 62.00 per ton

State your pick up point: Hwy 224 Greenville, TX

Payment Terms: 30 days

ADDITIONAL PRICING

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

Precinct 2 – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Tod McMahan
Foreman Greg McDonald – Pct Barn (903) 527-3181

Estimated use for twelve months 6,000 tons.

Firm Fixed Price Delivered: \$ 67.00 per ton

Firm Fixed Price Picked Up: \$ 62.00 per ton

State your pick up point: Hwy 224 Greenville, TX

Payment Terms: 30 days

ADDITIONAL PRICING

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

PRICE/DELIVERY FORM

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

Precinct 3 – 301 Hwy 69 North, Lone Oak, TX 75453 – Commissioner – Phillip Martin
Foreman Jason White – Pct Barn (903) 662-5332

Estimated use for twelve months 6,200 tons.

Firm Fixed Price Delivered: \$ 67.00 per ton

Firm Fixed Price Picked Up: \$ 62.00 per ton

State your pick up point: Hwy 224 Greenville, TX

Payment Terms: 30 days

ADDITIONAL PRICING

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

Precinct 4 – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Jim Latham
Foreman Phillip Staton – Pct Barn (903) 886-6321

Estimated use for twelve months 40 tons.

Firm Fixed Price Delivered: \$ 67.00 per ton

Firm Fixed Price Picked Up: \$ 62.00 per ton

State your pick up point: Hwy 224 Greenville, TX

Payment Terms: 30 days

ADDITIONAL PRICING

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

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

ADDENDA

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioner's Court.

AWARD

Hunt County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID." An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

BID RETURNS

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS on the date specified. **Late bids will not be accepted.**

BONDS

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

CHANGE OF OWNERSHIP

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

CONFLICT OF INTEREST IN CONTRACTS

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

CONTRACT OBLIGATION

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioner's Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

DRUG FREE WORK PLACE

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

E-MAIL ADDRESS CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

GOVERNING LAW

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INTER-LOCAL PARTICIPATION

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

INTER-NET DISCLAIMER

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

MAINTENANCE

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

MULTIPLE BID AWARD

At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Hunt County reserves the right to concurrently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Hunt County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINT

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

RECYCLED MATERIALS

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

TAXES

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

VENDORS OWING TAXES

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —www.hctax.info. Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 1/12

CERTIFICATE OF INSURANCE REQUIREMENTS

Formal Bid #158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

TYPE OF COVERAGE

MINIMUM LIMITS

WORKERS COMPENSATION

STATUTORY

COVERAGE A (See attachment "P")

EMPLOYERS LIABILITY

COVERAGE B

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

COMMERCIAL GENERAL LIABILITY

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

NOTE:

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

AUTOMOBILE LIABILITY

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project, and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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.

RKHall, LLC

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 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.

None

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

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

2-23-17

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:
 2017-170729

Date Filed:
 02/23/2017

Date Acknowledged:

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

RK Hall, LLC
 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

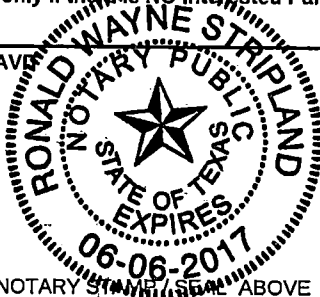
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

158-17
 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.

[Handwritten Signature]

Signature of authorized agent of contracting business entity

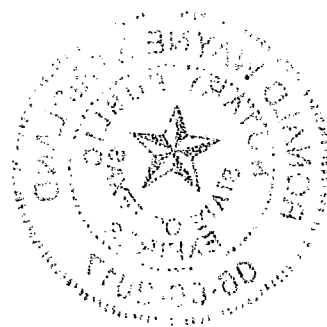
AFFIX NOTARY SEAL ABOVE

Sworn to and subscribed before me, by the said INDIVIDUAL, this the 23rd day of FEBRUARY, 2017, to certify which, witness my hand and seal of office.

[Handwritten Signature]
 Signature of officer administering oath

RONALD WAYNE STRIPLAND
 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.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-170729

Date Filed:
02/23/2017

Date Acknowledged:
03/28/2017

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
158-17
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

14,568

County of Hunt

STATE OF TEXAS

fy

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



PHONE: (903) 408-4148
FAX: (903) 408-4242
at 10:30 o'clock 2 M
FILED FOR RECORD
wry@huntcounty.net

APR 04 2017

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

Invitation To Bid

Formal Bid # 158-17, PREMIX OIL AND SAND TWELVE (12) MONTH CONTRACT

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until 10:00 A.M. Central Time March 9, 2017.

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148 or (903) 408-4292.

READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

OLDCASTLE MATERIALS TEXAS, INC.
Company Name: TexasBit Address: 2121 Irving Boulevard
Contact Name: Luke Warner City, State, Zip: Dallas, TX 75207
Telephone Number: (214)926-9072 FAX Number: (214)742-3540

By: *Luke Warner*

By: W. L. Warner, Account Manager

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)

TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet**
Your company name, address, and your signature (**IN INK**) should appear on this page.

- 2. **Table of Contents**
This page is the Table of Contents.

- 3. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.

- 4. **Implementation of House Bill 23**
Conflict of Interest Questionnaire

- 5. **Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**
Certificate of Interest Parties (Form 1295)

- 6. **Specifications**
This section contains the detailed description of the product/service sought by the County.

- 7. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.

- 8. **General Requirements**
You should be familiar with all of the General Requirements.

- 9. **Attachments**
 - a. **Residence Certification**
Be sure to complete this form and return with packet.

 - b. **Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. Please read carefully and fill out completely.

 - c. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).

 - d. **Workers' Compensation Insurance Coverage Rule 110.110**
Included when applicable.

 - e. **Reference Sheet**
When references are required by the bid specifications you must complete this sheet.

SPECIAL REQUIREMENTS/INSTRUCTIONS

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

1. PAYMENT

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, (903) 408-4124. Hunt County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

2. ESCALATION CLAUSE

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first six (6) months of this contract. Increases of more than 25% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. DESCRIPTION

All prices must be quoted FOB delivered to the addresses listed below unless otherwise noted:

A. Precinct 1 – 310 East Locust, Celeste, TX	903-568-4522
B. Precinct 2 – 2020 Gilmer St., Caddo Mills, TX	903-527-3181
C. Precinct 3 – 301 Hwy 69 North, Lone Oak, TX	903-662-5332
D. Precinct 4 – 1005 ½ Bois D’Arc Street, Commerce, TX	903-886-6321

4. ESTIMATES OF USE

The stated estimate of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is **NOT** a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.

5. FUEL SURCHARGES

Hunt County will not accept any fuel surcharge cost added to invoices.

6. **Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

7. **Certificate of Interested Parties (Form 1295):**

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

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site. Please follow Instructional Video for Business Entities at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SPECIFICATIONS

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

SCOPE

It is the intent of this Invitation to Bid to solicit bids for the Premixed Oil and Sand for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning April 13, 2017 through April 12, 2018. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

For information regarding the bid process, please contact Hunt County Purchasing Agent Office at (903) 408-4148 or (903) 408-4292 prior to 2:00 p.m., March 3, 2017.

DESCRIPTION

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All work will be performed during our regular working hours (7 am to 4 pm), unless otherwise specified in this agreement.

WORK STANDARDS

All work shall be performed to the complete satisfaction of Hunt County.

SAFETY

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

EVALUATION CRITERIA

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

1. Compliance with specifications (proof of insurance)
2. Cost
3. Vendor performance history

SUB-CONTRACTORS

The contractor (s) awarded this bid shall only employ employee sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

AWARD

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract.

PRICE/DELIVERY FORM

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

Precinct 1 – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans
Foreman Mark Bussell – Pct Barn (903) 568-4522

Estimated use for twelve months 4,000 tons.

Firm Fixed Price Delivered: \$ 71.50 per ton

Firm Fixed Price Picked Up: \$ 59.00 per ton

State your pick up point: Terrell Plant

Payment Terms: Net 30

ADDITIONAL PRICING

Describe any additional pricing (if any) of your company: SSM \$60.00/ton pick-up @ Plant
\$72.50/ton Delivered

Precinct 2 – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Tod McMahan
Foreman Greg McDonald – Pct Barn (903) 527-3181

Estimated use for twelve months 6,000 tons.

Firm Fixed Price Delivered: \$ 69.00 per ton

Firm Fixed Price Picked Up: \$ 59.00 per ton

State your pick up point: Terrell Plant

Payment Terms: Net 30

ADDITIONAL PRICING

Describe any additional pricing (if any) of your company: SSM \$60.00/ton pick-up @ Plant
\$ 70.00/ton Delivered

PRICE/DELIVERY FORM

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

Precinct 3 – 301 Hwy 69 North, Lone Oak, TX 75453 – Commissioner – Phillip Martin
Foreman Jason White – Pct Barn (903) 662-5332

Estimated use for twelve months 6,200 tons.

Firm Fixed Price Delivered: \$ 69.00 per ton

Firm Fixed Price Picked Up: \$ 59.00 per ton

State your pick up point: Terrell Plant

Payment Terms: Net 30

ADDITIONAL PRICING

Describe any additional pricing (if any) of your company: SSM \$60.00/ton pick-up @ Plant
\$70.00/ton Delivered

Precinct 4 – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Jim Latham
Foreman Phillip Staton – Pct Barn (903) 886-6321

Estimated use for twelve months 40 tons.

Firm Fixed Price Delivered: \$ 72.00 per ton

Firm Fixed Price Picked Up: \$ 59.00 per ton

State your pick up point: Terrell Plant

Payment Terms: Net 30

ADDITIONAL PRICING

Describe any additional pricing (if any) of your company: SSM \$60.00/ton pick-up @ Plant
\$73.00/ton Delivered

PRICE/DELIVERY FORM

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

COMMENTS or EXCEPTIONS


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.

OLDCASTLE MATERIALS TEXAS, INC.
TexasBit
Company Name


Authorized Signature

2121 Irving Boulevard
Address

W. L. Warner
Name (Printed or Typed)

Dallas, TX 75207
City, State, Zip

Account Manager
Title

(214)741-3531
Phone

March 2, 2017
Date

(214)742-3540
Fax

William.Warner@texasbit.com
E-Mail

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

ADDENDA

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioner's Court.

AWARD

Hunt County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID." An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

BID RETURNS

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS on the date specified. **Late bids will not be accepted.**

BONDS

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

CHANGE OF OWNERSHIP

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

CONFLICT OF INTEREST IN CONTRACTS

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

CONTRACT OBLIGATION

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioner's Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

DRUG FREE WORK PLACE

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

E-MAIL ADDRESS CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is **NOT the only criteria for making a recommendation**. The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

GOVERNING LAW

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INTER-LOCAL PARTICIPATION

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

INTER-NET DISCLAIMER

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

MAINTENANCE

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

MULTIPLE BID AWARD

At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Hunt County reserves the right to currently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Hunt County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINT

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: **No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

RECYCLED MATERIALS

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

TAXES

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

VENDORS OWING TAXES

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —www.hctax.info. Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 1/12

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

OLDCASTLE MATERIALS TEXAS, INC.
TexasBit
2121 Irving Blvd.
Dallas, TX 75207

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY															
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED																	
WORKERS COMPENSATION	<input checked="" type="checkbox"/> POLICY TERM	9/1/2017	WA7-C8D-004095-026 WC7-C81-004095-016	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -026: All States except OH, ND, WA, WY -016: WI	<table border="1"> <tr> <th colspan="2">EMPLOYERS LIABILITY</th> </tr> <tr> <td>Bodily Injury by Accident</td> <td>\$1,000,000 Each Accident</td> </tr> <tr> <td>Bodily Injury By Disease</td> <td>\$1,000,000 Policy Limit</td> </tr> <tr> <td>Bodily Injury By Disease</td> <td>\$1,000,000 Each Person</td> </tr> </table>	EMPLOYERS LIABILITY		Bodily Injury by Accident	\$1,000,000 Each Accident	Bodily Injury By Disease	\$1,000,000 Policy Limit	Bodily Injury By Disease	\$1,000,000 Each Person						
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COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE		9/1/2017	TB2-C81-004095-116 -Per Project Aggregate included.	<table border="1"> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products / Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal & Advertising Injury</td> <td>\$2,000,000 Per Person / Organization</td> </tr> <tr> <td>Other Damage to Premises Rented to You: \$250,000</td> <td>Other Medical Exp: \$5,000</td> </tr> </table>	General Aggregate	\$2,000,000	Products / Completed Operations Aggregate	\$2,000,000	Each Occurrence	\$2,000,000	Personal & Advertising Injury	\$2,000,000 Per Person / Organization	Other Damage to Premises Rented to You: \$250,000	Other Medical Exp: \$5,000	<table border="1"> <tr> <td>RETRO DATE</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	RETRO DATE			
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AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED		9/1/2017	AS2-C81-004095-126	<table border="1"> <tr> <td>Each Accident—Single Limit</td> <td>\$2,000,000</td> </tr> <tr> <td>B.I. And P.D. Combined</td> <td></td> </tr> <tr> <td>Each Person</td> <td></td> </tr> <tr> <td>Each Accident or Occurrence</td> <td></td> </tr> <tr> <td>Each Accident or Occurrence</td> <td></td> </tr> </table>	Each Accident—Single Limit	\$2,000,000	B.I. And P.D. Combined		Each Person		Each Accident or Occurrence		Each Accident or Occurrence						
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B.I. And P.D. Combined																			
Each Person																			
Each Accident or Occurrence																			
Each Accident or Occurrence																			
OTHER Automobile policy		9/1/2016 - 9/1/2017	AS2-C81-054502-526	Physical Damage only -\$10,000 Comp DED -\$10,000 Coll DED															

ADDITIONAL COMMENTS

For Formal Bid #158-17, PREMIX OIL AND SAND TWELVE (12) MONTH CONTRACT. The County of Hunt, Texas is additional insured on GL and AL with waiver of subrogation on all coverage.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

Certificate
Holder

The County of Hunt, Texas
2507 Lee Street, Room 104
Greenville, Texas 75401

Stanley S. Esposito, Jr.

Stan Esposito

AUTHORIZED REPRESENTATIVE
Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706 412-231-1331 3/1/2017
OFFICE PHONE DATE ISSUED

CERTIFICATE OF INSURANCE REQUIREMENTS

Formal Bid #158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

TYPE OF COVERAGE

MINIMUM LIMITS

WORKERS COMPENSATION

STATUTORY

COVERAGE A (See attachment "f")

EMPLOYERS LIABILITY

COVERAGE B

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

COMMERCIAL GENERAL LIABILITY

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

NOTE:

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

AUTOMOBILE LIABILITY

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project, and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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.

OLDCASTLE MATERIALS TEXAS, INC./TexasBit

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 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?

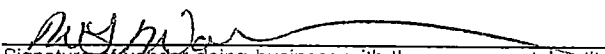
Yes No

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.

None

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

3/2/2017

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

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.

Oldcastle Materials Texas, Inc.
Dallas, TX United States

Certificate Number:
2017-186635

Date Filed:
04/03/2017

Date Acknowledged:

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 services, goods, or other property to be provided under the contract.

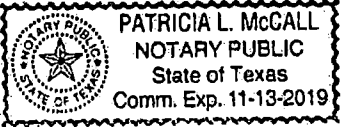
RFB #158-17
Premix Oil and Sand for Hunt County

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Oldcastle Materials Texas, Inc.	Dallas, 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.



W. L. Warner
Signature of authorized agent of contracting business entity
W. L. Warner, Account Manager

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said W. L. Warner, this the 3rd day of April, 2017, to certify which, witness my hand and seal of office.

Patricia L. McCall Patricia L. McCall Admin. Asst. and Notary Public
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

Certificate Number:
2017-186635

Date Filed:
04/03/2017

Date Acknowledged:
04/03/2017

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

Oldcastle Materials Texas, Inc.
Dallas, 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 services, goods, or other property to be provided under the contract.

RFB #158-17
Premix Oil and Sand for Hunt County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Oldcastle Materials Texas, Inc.	Dallas, 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

14,568

88

County of Hunt

STATE OF TEXAS

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



PHONE: (903) 408-4148
FAX: (903) 408-4242
at 11:00 o'clock AM FILED FOR RECORD
clowry@huntcounty.net

APR 04 2017

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

Invitation To Bid

Formal Bid # 158-17, PREMIX OIL AND SAND TWELVE (12) MONTH CONTRACT

Sealed bids in single copy unless otherwise stated, subject to Terms and Conditions of this Invitation to Bid and other contract provisions, will be received at the office of the Hunt County Purchasing Agent, 2507 Lee Street, Room 104, Greenville, Texas, 75401 until 10:00 A.M. Central Time March 9, 2017.

The Hunt County Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office at 2507 Lee Street, Room 104, Greenville, TX 75401 or by calling (903) 408-4148 or (903) 408-4292.

READ CAREFULLY

Please quote prices on the articles on the attached bid sheet. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the Commissioners' Court considers the lowest responsible bid. Bids are to be returned sealed in an envelope clearly indicating that a bid is enclosed and reflecting the bid number.

By submitting this bid, the undersigned hereby certifies that said bid has been independently arrived at and that price, terms, or conditions appearing or applicable hereto, have not and will not be disclosed by or on behalf of the bidder to another bidder or competitor.

The undersigned by his/her signature represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation to Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein. You must sign below in INK; failure to sign and return WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Richard Drake Construction Co. L.P. Address: 6290 Hwy 271 North
Contact Name: Reggie Horton City, State, Zip: Powderly TX 75473
Telephone Number: 903-732-4781 FAX Number: (903) 732-4340

By: *Reggie Horton*

Authorized Representative – Signed by Hand

By: Reggie Horton

Authorized Representative – Typed or Printed

(THIS BID IS VALID FOR 60 DAYS UNLESS OTHERWISE STATED)

TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet**
Your company name, address, and your signature (**IN INK**) should appear on this page.

- 2. **Table of Contents**
This page is the Table of Contents.

- 3. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.

- 4. **Implementation of House Bill 23**
Conflict of Interest Questionnaire

- 5. **Implementation of House Bill 1295 – Instructions and Filing Process with the Texas Ethics Commission**
Certificate of Interest Parties (Form 1295)

- 6. **Specifications**
This section contains the detailed description of the product/service sought by the County.

- 7. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.

- 8. **General Requirements**
You should be familiar with all of the General Requirements.

- 9. **Attachments**
 - a. **Residence Certification**
Be sure to complete this form and return with packet.

 - b. **Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. Please read carefully and fill out completely.

 - c. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).

 - d. **Workers' Compensation Insurance Coverage Rule 110.110**
Included when applicable.

 - e. **Reference Sheet**
When references are required by the bid specifications you must complete this sheet.

SPECIAL REQUIREMENTS/INSTRUCTIONS

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

1. PAYMENT

All invoices are to be submitted to Hunt County Auditor, P.O. Box 1097, Greenville, Texas 75403-1097, (903) 408-4124. Hunt County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Price/Delivery Information Sheet(s) submitted as a part of the bid will be considered.

Invoices must indicate Hunt County, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment, therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

2. ESCALATION CLAUSE

Successful bidder(s) may apply for a price increase/decrease to the Hunt County Purchasing Agent. Price increase/decrease will be that amount increased/ decreased to the vendor from its supplier. Written documentation of the increase/decrease must be provided to the Hunt County Purchasing Agent at least 30 days prior to the effective date of increase. No application for a price increase/decrease may be submitted within the first six (6) months of this contract. Increases of more than 25% of the bid price will not be considered. Price decreases must be passed on to Hunt County immediately. Copies of the revised price list shall be sent directly to Hunt County Purchasing, 2507 Lee Street, Room 104, Greenville, TX 75401. Price lists shall show the bid number and title.

3. DESCRIPTION

All prices must be quoted FOB delivered to the addresses listed below unless otherwise noted:

A. Precinct 1 – 310 East Locust, Celeste, TX	903-568-4522
B. Precinct 2 – 2020 Gilmer St., Caddo Mills, TX	903-527-3181
C. Precinct 3 – 301 Hwy 69 North, Lone Oak, TX	903-662-5332
D. Precinct 4 – 1005 ½ Bois D'Arc Street, Commerce, TX	903-886-6321

4. ESTIMATES OF USE

The stated estimate of use on the Price and Delivery pages are estimates of twelve (12) months use of that item and is NOT a commitment to purchase in that quantity or in any quantity. The actual usage by Hunt County will vary from the estimated use so indicated on the price and delivery sheet.

5. FUEL SURCHARGES

Hunt County will not accept any fuel surcharge cost added to invoices.

6. **Conflict of Interest Questionnaire:**

Chapter 176 of the Texas Local Government Code requires a vendor who enters or seeks to enter into a contract for the sale of or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflicts of interest disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the vendor begins discussion, negotiation, applies or response to a request for proposal or bids, or correspondence in writing related to a potential contract with the local governmental entity.

7. **Certificate of Interested Parties (Form 1295):**

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

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site. Please follow Instructional Video for Business Entities at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SPECIFICATIONS

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

SCOPE

It is the intent of this Invitation to Bid to solicit bids for the Premixed Oil and Sand for the Hunt County Road & Bridge Departments, as listed herein for a twelve (12) month period beginning April 13, 2017 through April 12, 2018. All bidders are advised that estimates of use provided are estimates only and are NOT a commitment to purchase any materials. Actual usage will be based upon the requirements of the individual county precincts.

For information regarding the bid process, please contact Hunt County Purchasing Agent Office at (903) 408-4148 or (903) 408-4292 prior to 2:00 p.m., March 3, 2017.

DESCRIPTION

All work under this contract shall be performed in accordance with the requirements and specifications given in this contract as well as being under the guidance and direction of the appropriate representative of Hunt County.

All work will be performed during our regular working hours (7 am to 4 pm), unless otherwise specified in this agreement.

WORK STANDARDS

All work shall be performed to the complete satisfaction of Hunt County.

SAFETY

All Contractors performing service for Hunt County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.

The Contractor must provide a certificate of Workers Compensation coverage and certificate of liability insurance to the County prior to being awarded the contract.

EVALUATION CRITERIA

The evaluation of this bid will be based on the following factors. The criteria are listed in order of their relative importance.

1. Compliance with specifications (proof of insurance)
2. Cost
3. Vendor performance history

SUB-CONTRACTORS

The contractor (s) awarded this bid shall only employ employee sub-contractor (s) which meet the insurance and safety requirements of the bid specifications. The county shall not be held responsible or liable for any contracts or compensation due any sub-contractor (s) by the awarded contractor (s) in the course of the awarded contractor (s) obligation to fulfill this contract.

AWARD

Due to multiple delivery locations and product quality and availability, Hunt County reserves the right to make multiple awards for this contract.

PRICE/DELIVERY FORM

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

Precinct 1 – 310 East Locust, Celeste, TX 75423 – Commissioner – Eric Evans
Foreman Mark Bussell – Pct Barn (903) 568-4522

Estimated use for twelve months 4,000 tons.

Firm Fixed Price Delivered: \$ 77.30 per ton

Firm Fixed Price Picked Up: \$ 65.80 per ton

State your pick up point: CR 12530 Paris Texas

Payment Terms: 45 day

ADDITIONAL PRICING

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

Precinct 2 – 2020 Gilmer St., Caddo Mills, TX 75135 – Commissioner – Tod McMahan
Foreman Greg McDonald – Pct Barn (903) 527-3181

Estimated use for twelve months 6,000 tons.

Firm Fixed Price Delivered: \$ 76.10 per ton

Firm Fixed Price Picked Up: \$ 65.80 per ton

State your pick up point: CR 12530 Paris Texas

Payment Terms: 45 days

ADDITIONAL PRICING

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

PRICE/DELIVERY FORM

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

Precinct 3 – 301 Hwy 69 North, Lone Oak, TX 75453 – Commissioner – Phillip Martin
Foreman Jason White – Pct Barn (903) 662-5332

Estimated use for twelve months 6,200 tons.

Firm Fixed Price Delivered: \$ 76.10 per ton

Firm Fixed Price Picked Up: \$ 65.80 per ton

State your pick up point: CR 12530 Paris Texas

Payment Terms: 45 days

ADDITIONAL PRICING

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

Precinct 4 – 1005 ½ Bois D' Arc Street, Commerce, TX 75428 – Commissioner – Jim Latham
Foreman Phillip Staton – Pct Barn (903) 886-6321

Estimated use for twelve months 40 tons.

Firm Fixed Price Delivered: \$ 78.70 per ton

Firm Fixed Price Picked Up: \$ 65.80 per ton

State your pick up point: CR 12530 Paris Texas

Payment Terms: 45 days

ADDITIONAL PRICING

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

PRICE/DELIVERY FORM

FORMAL BID # 158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

COMMENTS or EXCEPTIONS

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.

<u>Richard Drake Construction Company L.P.</u> Company Name	<u>Reggie Horton</u> Authorized Signature
<u>6290 Hwy. 271 North</u> Address	<u>Reggie Horton</u> Name (Printed or Typed)
<u>Powderly, TX 75473</u> City, State, Zip	<u>Vice President</u> Title
<u>(903) 732-4781</u> Phone	<u>2-28-17</u> Date
<u>(903) 732-4340</u> Fax	<u>ldrake@rdcc/lp.com</u> E-Mail

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Hunt County or the State of Texas and the federal government access to contracts, books, documents and records necessary to verify the nature and extent of the cost of services provided by the vendor.

ADDENDA

When specifications are revised, the Hunt County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Hunt County Commissioner's Court.

AWARD

Hunt County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION

Fill out and return to the Hunt County Purchasing Department ONE (1) Original complete bid form in an appropriately sized envelope or box. PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID." An authorized representative of the offeror should sign the Bid Cover Sheet. An authorized representative of the offeror should sign the Conflict of Interest Questionnaire and return with bid. The completed Form 1295 with the certification of filing, signed and notarized must be returned with the bid. The contract will be binding only when, the County Auditor, as applicable, certifies funds and a Purchase Order issued

BID RETURNS

Offerors must return all completed bids to the Hunt County Purchasing Department reception desk at 2507 Lee Street, Room 104, Greenville, TX, 75401, before 10:00 A.M. LOCAL TIME IN GREENVILLE, TEXAS on the date specified. **Late bids will not be accepted.**

BONDS

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this contract. Contractor also certifies that contractor will notify Hunt County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Hunt County for any payments made to the contractor while ineligible.

CHANGE OF OWNERSHIP

If ownership of your firm should change during the term of this contract, Hunt County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to Hunt County Purchasing Agent. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

CONFLICT OF INTEREST IN CONTRACTS

The Commissioners shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the commissioners are made aware of the interest of the official or employee and provided further that the official or employee take no part in the negotiating, making, accepting, or approving any payment, agreement or contract affecting the business entity and performs no duty for Hunt County in connection with the business entity.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

CONTRACT OBLIGATION

Hunt County Commissioner's Court must award the contract and the County Judge or other person authorized by the Hunt County Commissioner's Court must sign the contract before it becomes binding on Hunt County or the offerors. Department heads are NOT authorized to sign agreements for Hunt County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Hunt County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specification *as published* shall control. Furthermore, if an alteration of any kind to the County's bid specification is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation without recourse.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Hunt County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

DRUG FREE WORK PLACE

All vendors shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all sub-contractors to insure that Hunt County maintains a drug-free workplace. The County reserves the right to review drug-testing records of any personnel involved in this bid project. The County may require, at vendor's expense, drug testing of vendor's personnel if no drug testing records exists or if such test results are older than six (6) months.

E-MAIL ADDRESS CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Hunt County or any agency of Hunt County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

ERRORS or OMISSIONS

Due care and diligence have been used in preparation of this RFB, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented here in shall rest solely with the bidder. Hunt County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors that have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Hunt County Purchasing Department and recommendation to Hunt County Commissioner's Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Hunt County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Hunt County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Hunt County's interpretation shall govern.

GOVERNING LAW

This invitation to bid is governed by the competitive requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hunt County may request and rely upon advice, decisions and opinions of the Attorney General of Texas, the County Attorney, and the County Civil Attorney concerning any portion of these requirements. Any contract resulting from the award of this bid shall be governed by and construed in accordance with the laws of the State of Texas and the County of Hunt, Texas. The venue for all matters of arbitration and litigation shall be the County of Hunt, Texas.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Hunt County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Hunt County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INTER-LOCAL PARTICIPATION

It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an inter-local agreement with Hunt County. It is further understood, that any other governmental entity that elects to use a Hunt County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

INTER-NET DISCLAIMER

Hunt County will not be Responsible or Liable for errors and omissions within bid documents and bid addendum obtained from inter-net sources that are not authorized by Hunt County. Vendors obtaining bid information from the inter-net are encouraged to contact the Hunt County Purchasing Department to request all documentation relevant to this bid.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Hunt County Auditor's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

MAINTENANCE

Maintenance required for equipment bid should be available in Hunt County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Hunt County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

MULTIPLE BID AWARD

At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Hunt County reserves the right to concurrently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Hunt County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirements within the time frame, set forth by the County.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hunt County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hunt County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLAINT

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid or proposal for services on a Hunt County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hunt County. Potential bidders are advised that they may have to disclose requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Hunt County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PROCUREMENT CARDS

Procurement Cards (MasterCard / VISA) may be utilized for purchase of items awarded on this bid. **Hunt County will not accept or pay any Interchange Fees or Credit Card Processing Fees** associated with Procurement Card Transactions. All Procurement Card transactions are exempt from local and state sales tax.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Hunt County Purchase Order, signed by an authorized agent of the Hunt County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hunt County without prejudice to other remedies provided by law. **Where delivery times are critical, Hunt County reserves the right to award accordingly.**

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

RECYCLED MATERIALS

Hunt County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hunt County will be the sole judge in determining product preference application.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.

TAXES

Hunt County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Hunt County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hunt County Auditor.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Hunt County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hunt County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hunt County's satisfaction and/or to meet all other obligations and requirements. Hunt County may terminate the contract without cause upon thirty (30) days written notice.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Hunt County until Hunt County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hunt County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hunt County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Hunt County may correct at the offeror's expense.

HUNT COUNTY
GENERAL REQUIREMENTS
FOR BIDS

VENDORS OWING TAXES

Pursuant to TX Local Government Code §262.0276, Hunt County Commissioner's Court has adopted a policy which requires that vendors' taxes be current as of the date bids/proposals are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Hunt County Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Tax records are available online at the Hunt County Tax Office website —www.hctax.info. Prior to submitting a bid, vendors are encouraged to visit the Hunt County website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Hunt County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids, proposals, quotations and contracts due on or after January 1, 2008.

Revised 1/12

CERTIFICATE OF INSURANCE REQUIREMENTS

Formal Bid #158-17; PREMIX OIL & SAND CONTRACT TWELVE (12) MONTHS

Without limiting any of the other obligations or liabilities, the vendor shall provide minimum insurance coverage's as listed below, prior to the execution of the contract and maintain coverage's, without interruption provided by an insurer licensed in the State of Texas, rated A- or better by A.M. Best Rating, until the work is completed and accepted by the owner. A certificate of insurance will be placed in the appropriate bid file of Hunt County prior to the execution of the contract/purchase order.

TYPE OF COVERAGE

MINIMUM LIMITS

WORKERS COMPENSATION

STATUTORY

COVERAGE A (See attachment "f")

EMPLOYERS LIABILITY

COVERAGE B

Bodily Injury by Accident – Each Accident	\$100,000
Bodily Injury by Disease – Policy Limit	\$500,000
Bodily Injury by Disease – Each Employee	\$100,000

COMMERCIAL GENERAL LIABILITY

COVERAGE A – Each Occurrence	\$1,000,000
COVERAGE B – Personal & Advertising Injury	\$250,000
General Aggregate other than Products	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

NOTE:

- 1) Coverage for explosion, collapse & underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include Hunt County as an Additional Insured for all work performed for, or on behalf of, the County.

AUTOMOBILE LIABILITY

Bodily Injury Liability – Each Person	\$250,000
Bodily Injury Liability – Each Occurrence	\$500,000
Property Damage Liability – Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.

In the event of any material change, non-renewal or cancellation of any policy, vendor's insurance company will give 45 days actual prior written notice to Hunt County for such changes or cancellations.

WCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project, and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (10) days after the person new or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7) with the Certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2016

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

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

PRODUCER K&S Insurance Agency 2255 Ridge Road, Ste. 333 P. O. Box 277 Rockwall TX 75087		CONTACT NAME: Donna Walker PHONE (A/C, No, Ext): (972) 771-4071 FAX (A/C, No): (972) 771-4695 E-MAIL ADDRESS: dwalker@kandsins.com															
INSURED Richard Drake Construction Company, L.P. 6290 Highway 271 N. Powderly TX 75473		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: United Fire Group, The</td> <td>13021</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Co.</td> <td>22945</td> </tr> <tr> <td>INSURER C: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: United Fire Group, The	13021	INSURER B: Texas Mutual Insurance Co.	22945	INSURER C: Hanover Insurance Company	22292	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$2,000 PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			85319456	3/30/2016	3/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			85319456	3/30/2016	3/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ None			85319456	3/30/2016	3/30/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TSF0001267055	3/30/2016	3/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contr. Equip. Ded: \$2,500			IHDA872550	3/30/2016	3/30/2017	Rented/Leased: Each/Limit \$500k / \$1mil
C	Motor Truck Cargo: Ded: \$10k			IHDA872550	3/30/2016	3/30/2017	Single Conveyance 1,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

Hunt County Hunt County Personnel Department Hunt County Court House 2500 Lee Street Greenville, TX 75401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T Fierro - Ins./WALKE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2017

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

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

PRODUCER K&S Insurance Agency 2255 Ridge Road, Ste. 333 P. O. Box 277 Rockwall TX 75087	CONTACT NAME: Donna Walker PHONE (A/C, No, Ext): (972) 771-4071 E-MAIL ADDRESS: dwalker@kandsins.com	FAX (A/C, No): (972) 771-4695													
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 17-18 MASTER** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$2,000 PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			85319456	3/30/2017	3/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Limited Pollution \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			85319456	3/30/2017	3/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 500,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			85319456	3/30/2017	3/30/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TSF0001267055	3/30/2017	3/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Hunt County Hunt County Personnel Department Hunt County Court House 2500 Lee Street Greenville, TX 75401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T Fierro - Ins./WALKE
--	---

COMMENTS/REMARKS

Additional Insured & Waiver of Subrogation Form #CG7208 02/15 applies to the General Liability Policy. Additional Insured & Waiver of Subrogation Form #CA7109 01/17 Applies to the Business Auto Policy.

Waiver of Subrogation Form #WC420304B Applies to the Workers Compensation Policy.

Primary & Non-Contributory Form #CG2001 04/13 Applies to the General Liability Policy.

Primary & Non-Contributory Form CA7334 09/15 Applies to the Business Auto Policy.

GENERAL LIABILITY:

Blanket Additional Insured - automatic status when required in Construction Agreement with you.

Blanket Automatic Additional Insured - Lessor of Leased Equipment Automatic status when required in Lease Agreement with You.

Primary & Non-Contributory wording if required by written contract between the named insured and any person or organization that requires such status.

Blanket Waiver of Subrogation if required by written contract between the named insured and any person or organization that requires such status.

30 Day Notice of Cancellation form # CG0205 12/04

AUTOMOBILE LIABILITY:

Blanket Additional Insured if required by written contract or agreement between the named insured and any person or organization that requires such status. Written agreement must be in effect and executed prior to Bodily Injury or Property Damage.

Blanket Waiver of Subrogation if required by written contract or agreement between the named insured and any person or organization that requires such status. Written agreement must be in effect and executed prior to Bodily Injury or Property Damage.

30 Day Notice of Cancellation form # CA7133 12/10

WORKERS COMPENSATION:

Blanket Waiver of Subrogation if required by written contract between the named insured and any person or organization that requires such status.

30 Day Notice of Cancellation form #WC420601

*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS.

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:
2017-185340

Date Filed:
03/30/2017

Date Acknowledged:

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

Richard Drake Construction Company LP
Powderly, 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.

County of Hunt, State of 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 services, goods, or other property to be provided under the contract.

Formal Bid #158-17
Road base materials

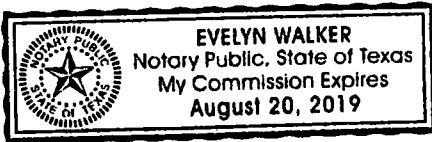
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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



Reggie Horton
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Reggie Horton, this the 30th day of March, 2017, to certify which, witness my hand and seal of office.

Evelyn Walker
Signature of officer administering oath

Evelyn Walker
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.
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**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.
 Richard Drake Construction Company LP
 Powderly, TX United States

Certificate Number:
 2017-185340

Date Filed:
 03/30/2017

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

Date Acknowledged:
 04/04/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Formal Bid #158-17
 Road base materials

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

5 Check only if there is NO Interested Party.

6 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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

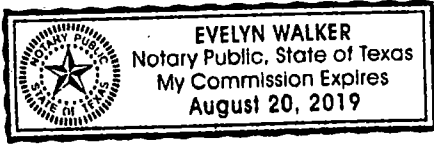
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Richard Drake Construction Company LP Powderly, TX United States	Certificate Number: 2017-185340
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	Date Filed: 03/30/2017
Date Acknowledged:	

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 Formal Bid #158-17
 Road base materials

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			Controlling	Intermediary

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 Signature of authorized agent of contracting business entity

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Sworn to and subscribed before me, by the said Reggie Horton, this the 30th day of March, 2017, to certify which, witness my hand and seal of office.

[Signature]
 Signature of officer administering oath

Evelyn Walker
 Printed name of officer administering oath

Notary
 Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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Richard Drake Construction Company LP
 Powderly, TX United States

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County of Hunt, State of Texas

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Formal Bid #158-17
 Road base materials

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

14,569

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

FY 11: Monthly Report, February 2017

FILED FOR RECORD
at 11:50 o'clock a M

MAR 28 2017

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

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: \$32,766,531.77**

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 28 day of March, 2017.

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. Norn

John L. Norn, Hunt County Judge

Eric Evans

Eric Evans, Comm., Pct #1

Tod McMahan

Tod McMahan, Comm., Pct #2

Phillip A. Martini

Phillip Martini, Comm., Pct #3



absent

Jim Latham, Comm., Pct #4

**Hunt County Treasurer
Monthly Report
January 2017**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	7,545,072.63	6,230,501.80	-5,373,955.40	0.00	8,401,619.03
10-TeXPool Investment	7,217,217.77	3,295.00	0.00	1,000,000.00	8,220,512.77
10-TeXStar Investment	2,221,959.19	1,338.53	0.00	2,000,000.00	4,223,297.72
10-InWood Nat'l Bank CD	566,280.10	601.19	0.00	0.00	566,881.29
10-InWood Nat'l Bank CD-2	507,885.08	539.20	0.00	0.00	508,424.28
10-TeXPool Investment,Jail	3,160,604.52	1,355.43	0.00	0.00	3,161,959.95
10-General Fund Totals:	21,219,019.29	6,237,631.15	-5,373,955.40	3,000,000.00	25,082,695.04
15-Exchange Bldg	339,608.74	48,625.35	-22,721.93		365,512.16
20-Law Library	38,378.17	4,235.00	-9,878.87		32,734.30
21-R&B #1	241,795.31	364,934.32	-134,856.68	-400,000.00	71,872.95
21-R&B #1, TexPool Invest	721,409.80	389.33	0.00	400,000.00	1,121,799.13
21-R&B #1 Fund Totals:	963,205.11	365,323.65	-134,856.68	0.00	1,193,672.08
22-R&B #2	214,975.77	351,422.95	-148,306.02	-350,000.00	68,092.70
22-R&B #2, TexPool Invest	775,829.93	402.69	0.00	350,000.00	1,126,232.62
22-R&B #2 Fund Totals:	990,805.70	351,825.64	-148,306.02	0.00	1,194,325.32
23-R&B #3	229,714.83	355,519.47	-134,847.78	-400,000.00	50,386.52
23-R&B #3, TexPool Invest	569,920.24	324.35	0.00	400,000.00	970,244.59
23-R&B #3 Fund Totals:	799,635.07	355,843.82	-134,847.78	0.00	1,020,631.11
24-R&B #4	239,843.99	352,393.56	-128,483.63	-400,000.00	63,753.92
24-R&B #4, TexPool Invest	926,237.89	477.14	0.00	400,000.00	1,326,715.03
24-R&B #4 Fund Totals:	1,166,081.88	352,870.70	-128,483.63	0.00	1,390,468.95
25-Health Private	44,758.53	3,308.84	-3,195.61		44,871.76
26-State Health Services	-65,057.09	41,769.62	-30,041.12		-53,328.59
27-Hunt County Grants	18,100.99	32,909.07	-94,030.43		-43,020.37
45-Capital Improvement	-72,871.34	0.00	-47,058.75		-119,930.09
68-JP, DDC Fee Fund	140,531.33	830.46	-652.62		140,709.17
71-DC Record Managmnt	12,276.54	421.45	-610.28		12,087.71
70-Voter Admin 19	0.00	0.00	0.00		0.00
74-Elections Special	67,561.93	0.00	0.00		67,561.93
75-CA-DWI	13,014.68	228.95	0.00		13,243.63
81-CC Rec Mgt Preservatic	448,591.37	15,994.19	-329.95		464,255.61
82-Courthouse Security	27,363.14	3,754.78	-1,370.67		29,747.25
83-Justice Court Sec.	66,541.65	492.44	-523.36		66,510.73

**Hunt County Treasurer
Monthly Report
January 2017**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	33,581.24	570.00	0.00		34,151.24
85-Co & District Court Technol	2,882.54	198.92	-599.00		2,482.46
86-County Record Preserv	82,270.45	1,200.00	0.00		83,470.45
87-Justice Court Technolo	58,025.21	1,954.04	-1,576.38		58,402.87
88-County Clerk Archive	445,235.72	13,730.00	0.00		458,965.72
89-County Record Mgt Pre	13,044.32	1,694.08	0.00		14,738.40
91-LEOSE	39,791.78	0.00	0.00		39,791.78
95-Juv Prob. Center Fnd	853,753.57	662.16	-33,336.54		821,079.19
96-Juv Prob "A-Z" Grant	74,287.80	60,813.80	-52,253.45		82,848.15
<hr/>					
50-Debt Service (I&S)	569,765.69	267,592.81	-1,072,375.08	350,000.00	114,983.42
50-Debt Service TexPool Ir	493,670.08	125.63	0.00	-350,000.00	143,795.71
50-Debt Service Fund Tota	1,063,435.77	267,718.44	-1,072,375.08	0.00	258,779.13
<hr/>					
61-Right of Way FundTxPoc	9,070.76	3.92	0.00		9,074.68
<hr/>					
Total of Funds:	28,892,924.85	8,164,610.47	-7,291,003.55	0.00	32,766,531.77
<hr/>					
*Year end adjustment					

HUNT COUNTY DEBT

	Mo. Beginning	Payment	Balance Due
Reserve State Comptroller	842,230.19	-1,888.23	840,341.96
Reserve St Comptroller II	201,270.82	-2,960.00	198,310.82
2015 Tax Notes	1,995,000.00	0.00	1,995,000.00
Series 2015 Refund Bonds	2,985,000.00	0.00	2,985,000.00
Bond Premium Payable	43,592.41	0.00	43,592.41
Liability Comp Absence	406,120.00	0.00	406,120.00
R&B 2 Equipmnt BB&T	286,490.13	-12,321.42	274,168.71
R&B 2 Equipmnt SPFC	204,109.96	-8,749.71	195,360.25
R&B 3 Equipmnt SPFC	344,877.94	-7,100.07	337,777.87
OPEB Pension Liability	5,213,720.00	0.00	5,213,720.00
Totals:	12,522,411.45	-33,019.43	12,489,392.02

#14,571

FILED FOR RECORD
at 11:50 o'clock 2 M



MAR 28 2017

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

March 6, 2017

Office of Hunt County Judge
The Honorable John Horn
Hunt County Courthouse
2507 Lee St. Room 107
Greenville, Texas 75401

Farmers Electric Cooperative Member: Rene Espinoza
Service Order Number: 1703001236

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2173 which is located, 1530 feet north of FM 1903 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Mark Simpson office, 903-453-0784 x.4057

Sincerely,

Mark Simpson

Mark Simpson
Engineering Assistant

msimpson@farmerselectric.coop
Phone 903-453-0784 ext 4057

Submitted by Tricia Griffin
Field Engineering Coordinator

Enclosures

14,572

FILED FOR RECORD
at 11:50 o'clock 2 M



MAR 28 2017

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

March 10, 2017

Office of Hunt County Judge
The Honorable John Horn
Hunt County Courthouse
2507 Lee St. Room 107
Greenville, Texas 75401

Farmers Electric Cooperative Member: John Huerta
Service Order Number: 1703001336

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2412 which is located, 1100' south of Highway 276 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Cody Bland office, 903-453-1715 x 4317

Sincerely,

Cody Bland

Cody Bland
Engineering Assistant

cbland@farmerselectric.coop
Phone 903-453-1715 x 4317

Submitted by Tricia Griffin
Field Engineering Coordinator

Enclosures

#14,573



FILED FOR RECORD
at 10:50 o'clock a M

MAR 28 2017

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

March 7, 2017

Office of Hunt County Judge
The Honorable John Horn
Hunt County Courthouse
2507 Lee St. Room 107
Greenville, Texas 75401

Farmers Electric Cooperative Member: Casey Mills
Service Order Number: 1703001153

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2560 which is located, .3 miles south of Hunt County Road 2526 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Griffin Trommer office, 903-453-0784 x 4056.

Sincerely,

Griffin Trommer

Griffin Trommer
Engineering Assistant

gtrommer@farmerselectric.coop
Phone 903-453-0784 x 4056

Submitted by Tricia Griffin
Field Engineering Coordinator

Enclosures

14,574



FILED FOR RECORD
at 11:30 o'clock a M

MAR 28 2017

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

March 6, 2017

Office of Hunt County Commissioners
P O Box 1097
Greenville, TX 75401

Farmers Electric Cooperative Member: Martin, Cheridy
Service Order Number: 1702002096

Dear Sir:

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities **across CR 2706**, which is located approximately **.05 miles East of CR 2710**, in **Hunt County**, Texas. Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Field Engineering, Griffin Trommer at 903.455-1715 ext 4056.

Sincerely,

Griffin Trommer

Griffin Trommer
Engineering Assistant
gtrommer@farmerselectric.coop

Enclosures

Submitted by:
Damaris Rivera
Field Engineering Coordinator
903-453-0724
drivera@farmerselectric.coop

#14,577

PerdueBrandonFielderCollins&Mott LLP

ATTORNEYS AT LAW
P.O. BOX 2007
TYLER, TX 75710
TELEPHONE 903-597-7664
FAX 903-597-6298
www.pbfcm.com

Tab Beall
ATTORNEY AT LAW

Alesha L. Williams
ATTORNEY AT LAW

Scott A. Severt
ATTORNEY AT LAW

March 13, 2017

HUNT COUNTY JUDGE
HUNT COUNTY COMMISSIONERS COURT
2507 LEE ST 2ND FLOOR
GREENVILLE TX 75401

FILED FOR RECORD
at 11:50 o'clock a M

MAR 28 2017

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

RE: AGENDA REQUEST

Please place the following on your next agenda for consideration:
Consider acceptance of high bids received on Resale Properties as follows:

<u>Account #</u>	<u>Purchaser</u>	<u>Bid Amount</u>
R41888	ROGELIO OSORIO BENITEZ	\$1,700.00
Property Description: S2535 COLLEGE HILL ADDITION BLK 11 LOT 16,18 ACRES .1377 HCAD Situs: 2219 COLLEGE ST, GREENVILLE TX 75401		
R71265	DIMEON KELLY	\$1,896.00
Property Description: S4385 ORIG TOWN OF GREENVILLE BLK 142 LOT 1,2A ACRES .1555 HCAD Situs: 2001 MILL ST, GREENVILLE TX 75401		
R113193	TIMOTHY MELTON	\$3,000.00
Property Description: A0820 PARKER M L TRACT 109, ACRES 6.6 HCAD Situs: OFF CR 4410, COMMERCE TX 75428		

We have attached the resolution, bid analysis, and the information we received from the Purchaser. We recommend that this proposal be accepted. Final approval is subject to acceptance by all taxing jurisdictions involved.

Please return the documents to our office upon completion.

Very truly yours,

TAB BEALL
Enclosures

You may contact Stacy Fleming at (903) 597-7664 ext. 3204 or sfleming@pbfcm.com for any questions.

14,577

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT:

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **CAUSE NO. TAX18456 CITY OF GREENVILLE VS. MARY L DANIELS**

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

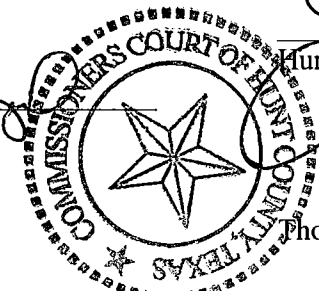
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **ROGELIO OSORIO BENITEZ** for and in consideration of the cash sum of **ONE THOUSAND SEVEN HUNDRED DOLLARS AND NO/100 (\$1,700.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code is hereby approved.

Resolved this the 28 day of March 2017.

Attest:

Jennifer Lindenzweig
County Clerk



[Signature]
Hunt County Judge

FILED FOR RECORD
at 11:50 o'clock a M

MAR 28 2017

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

Those Voting *Aye* Were:

Evans

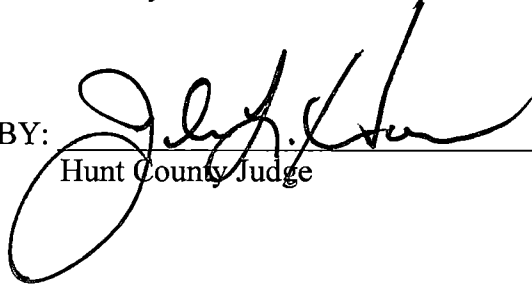
McMahan

Mantz

Those Voting *Nay* Were:

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 28 day of MARCH, 2017.

Hunt County Commissioners Court

BY: 
Hunt County Judge

State of Texas

{}

County of Hunt

{}

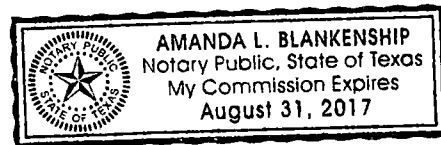
{}

This instrument was acknowledged before me on this the 28th day of

March, 2017 by John L. Horn,

Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.


Notary Public, State of Texas



“EXHIBIT A”

Property Description:

TRACT 2: BEING ALL THAT CERTAIN LOT 16 AND 18, BLOCK 11, COLLEGE HILL ADDITION TO THE CITY OF GREENVILLE, HUNT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 135, PAGE 544 OF THE DEED RECORDS OF HUNT COUNTY, TEXAS, AND CONSTABLES DEED DOC#2014-2786 FILED MARCH 11, 2014 AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF GREENVILLE INDEPENDENT SCHOOL DISTRICT AND CITY OF GREENVILLE UNDER ACCOUNT NUMBER R41888.

SITUS OR LOCATION PER HUNT CAD: 2219 COLLEGE ST, GREENVILLE TX 75401

RESALE PROPERTY BID

RECEIVED
FEB 13 2017

I hereby submit my bid for the purchase of:

BY:

Property Account #: 41888 Address: 2219 College

Bid Amount: \$ 1,700

* PRINT NAME: ROBELIO OSORIO BENITEZ (submitted by Soto)

* ADDRESS: 6018 CRESTWOOD PL

* CITY: LITTLE ELM STATE: TX ZIP: 75068

* TELEPHONE: (214) 545 4105

* E-MAIL: Rogelioosorio@yahoo.com

PURPOSE FOR PURCHASING PROPERTY:

Build a house
2-13-17

Print name(s) to appear on deed if different than above:

Rogelio osorio Benitez.

* SIGNATURE: [Signature]

DATE: _____

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM/ HUNT RESALE
PO BOX 2007
TYLER TX 75710-2007

OR

DELIVER TO: PERDUE, BRANDON LAW FIRM
305 S BROADWAY STE 200
TYLER TX 75702

BID ANALYSIS

Cause #: TAX18456 CITY OF GREENVILLE VS. MARY L DANIELS

Bid Amount: \$1,700.00
Date Bid Submitted: 2/13/2017
Bidders Name: **ROGELIO OSORIO BENITEZ**
Bidders Address: 6018 CRESTWOOD PL
LITTLE ELM TX 75068

Acct#: R41888
Judgment Date: 10/14/2008
Property Value at Judgment: \$1,860.00
Property Value today: \$2,100.00
Date of Sale: 3/4/2014

Minimum Bid at Sale: \$1,860.00

Sale Deed Filed: 3/11/2014
Redemption Expires: 9/11/2014

PROPERTY DESCRIPTION

TRACT 2: BEING ALL THAT CERTAIN LOT 16 AND 18, BLOCK 11, COLLEGE HILL ADDITION TO THE CITY OF GREENVILLE, HUNT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 135, PAGE 544 OF THE DEED RECORDS OF HUNT COUNTY, TEXAS, AND CONSTABLES DEED DOC#2014-2786 FILED MARCH 11, 2014 AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF GREENVILLE INDEPENDENT SCHOOL DISTRICT AND CITY OF GREENVILLE UNDER ACCOUNT NUMBER R41888.

SITUS OR LOCATION PER HUNT CAD: 2219 COLLEGE ST, GREENVILLE TX 75401

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	1998-2007	\$1,579.76
GREENVILLE ISD	1998-2007	\$3,408.36
HUNT COUNTY	1998-2007	\$1,179.85
HUNT MEMORIAL HD	1998-2007	\$433.47

TOTAL: \$6,601.44

COSTS

Publication Fee: \$68.17 (Payable to Hunt County Treasurer)
Court Costs: \$196.29 (Payable to Hunt County District Clerk)
Constable's Fee: \$60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee: \$38.25 (Payable to Hunt County Clerk)

TOTAL: \$362.71

PROPOSED TAX DISTRIBUTION – R41888

Bid Amount: \$1,700.00 Costs: \$362.71
Net to Distribute: \$1,337.29

ENTITY	AMOUNT TO DISBURSE
CITY OF GREENVILLE:	(24%) \$320.95
GREENVILLE ISD:	(51%) \$682.02
HUNT COUNTY:	(18%) \$240.71
HUNT MEMORIAL HD:	(7%) \$93.61

(These amounts are contingent on verification of cost)

TOTAL: \$1,337.29

14,577

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT:

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **TAX20188 GREENVILLE ISD VS. MORRIS & JOHNNIE MOTION**

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

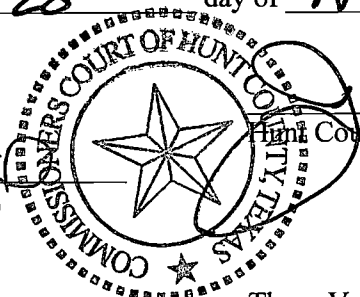
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **DIMEON KELLY**, for and in consideration of the cash sum of **ONE THOUSAND EIGHT HUNDRED NINETY-SIX DOLLARS AND 00/00 (\$1,896.00)**; said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code is hereby approved.

Resolved this the 28 day of MARCH, 2017.

Attest:

Jennifer Lindenzweig
County Clerk



[Signature]
County Judge

FILED FOR RECORD
at 11:50 o'clock a M

MAR 28 2017

JENNIFER LINDENZWEIG
County Clerk Hunt County TX
By [Signature]

Those Voting *Aye* Were:

Evans

McMahan

Martin

Those Voting *Nay* Were:

“EXHIBIT A”

Property Description:

TRACT 1: BEING PART OF THE ORIGINAL TOWN OF GREENVILLE, BLOCK 142, LOT 1,2A, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 371, PAGE 628, ON SEPTEMBER 29, 1995 AND CONSTABLES DEED DOC#2014-5571 FILED MAY 15, 2014 IN HUNT COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R71265

SITUS OR LOCATION PER HUNT CAD: 2001 MILL ST, GREENVILLE TX 75401

RESALE PROPERTY BID

RECEIVED
FEB 21 2017

I hereby submit my bid for the purchase of:

BY: Kueco

Property Account #: 71265 Address: 2001 Mill St.

Bid Amount: \$ ~~1200~~ 1896 OK

PRINT NAME: Dimeon Kelly

ADDRESS: Lot 37 on mill st 2816 Marshall

CITY: Greenville STATE: TX ZIP: 75401

TELEPHONE: (903) 268 8732

E-MAIL: _____

PURPOSE FOR PURCHASING PROPERTY:
to build a house

Print name(s) to appear on deed if different than above:

SIGNATURE: Dimeon Kelly

DATE: 2-21-17

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM/ HUNT RESALE
PO BOX 2007
TYLER TX 75710-2007

OR

DELIVER TO: PERDUE, BRANDON LAW FIRM
305 S BROADWAY STE 200
TYLER TX 75702

BID ANALYSIS

Cause #: TAX20188 GREENVILLE ISD VS. MORRIS & JOHNNIE MOTION

Bid Amount: \$1,896.00

Date Bid Submitted: 2/21/2017

Bidders Name: **DIMEON KELLY**

Bidders Address: 2816 MARSHALL
GREENVILLE TX 75401

Acct#: R71265

Judgment Date: 11/21/2013

Property Value at Judgment: \$2,100.00

Property Value today: \$2,370.00

Date of Sale: 5/6/2014

Minimum Bid at Sale: \$2,100.00

Sale Deed Filed: 5/14/2014
Redemption Expires: 11/14/2014

PROPERTY DESCRIPTION

TRACT 1: BEING PART OF THE ORIGINAL TOWN OF GREENVILLE, BLOCK 142, LOT 1,2A, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 371, PAGE 628, ON SEPTEMBER 29, 1995 AND CONSTABLES DEED DOC#2014-5571 FILED MAY 15, 2014 IN HUNT COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R71265

SITUS OR LOCATION PER HUNT CAD: 2001 MILL ST, GREENVILLE TX 75401

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	2009-2012	\$2,147.60
GREENVILLE ISD	2009-2012	\$3,626.97
HUNT COUNTY	2009-2012	\$1,551.49
HUNT MEMORIAL HD	2009-2012	\$654.89

TOTAL: \$7,980.95

COSTS

Publication Fee: \$171.24 (Payable to Hunt County Treasurer)
Court Costs \$931.54 (Payable to Hunt County District Clerk)
Constable's Fee: \$60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee: \$38.50 (Payable to Hunt County Clerk)

TOTAL: \$1,201.28

PROPOSED TAX DISTRIBUTION – R71265

Bid Amount: \$1896.00 Costs: \$1201.28
Net to Distribute: \$694.72

ENTITY	AMOUNT TO DISBURSE
CITY OF GREENVILLE:	(27%) \$187.57
GREENVILLE ISD:	(45%) \$312.62
HUNT COUNTY:	(19%) \$132.00
HUNT MEMORIAL HD:	(9%) \$62.53

(These amounts are contingent on verification of cost)

TOTAL: \$694.72

#14,577

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT:

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **CAUSE NO. TAX20536 COMMERCE ISD VS. ESTATE OF I D MYERS**

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

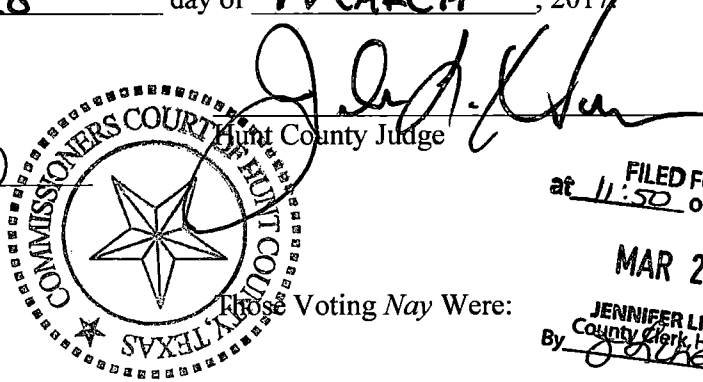
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **TIMOTHY MELTON** for and in consideration of the cash sum of **THREE THOUSAND DOLLARS and NO/100 (\$3,000.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 28 day of MARCH, 2017

Attest:

Jennifer Lindenzweig
County Clerk



[Signature]
Hunt County Judge

FILED FOR RECORD
at 11:50 o'clock a M

MAR 28 2017

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

Those Voting Aye Were:

Evans

McMahon

Martin

Those Voting Nay Were:

“EXHIBIT A”

Property Description:

TRACT 1: BEING 6.6 ACRES, TRACT 109, PART OF THE M.L. PARKER SURVEY, ABSTRACT NUMBER 820, AS DESCRIBED IN WARRANTY DEEDS RECORDED ON VOLUME 484, PAGE 165, AND ON VOLUME 485, PAGE 334, AND ON VOLUME 485, PAGE 336, ON INSTRUMENTS FILED OCTOBER 13, 1948 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R113193.

LOCATION PER HUNT CAD: OFF CR 4410, COMMERCE TX 75428 (LANDLOCKED)

RESALE PROPERTY BID

I hereby submit my bid for the purchase of:

Property Account #: 113193 Address: County Rd 4410 Commerce, TX

Bid Amount: \$ 3,000⁰⁰

PRINT NAME: Timothy Melton

ADDRESS: PO BOX 3122

CITY: Quinlan STATE: TEXAS ZIP: 75474

TELEPHONE: (903) 217-3823

E-MAIL: Kg7162@yahoo.com

PURPOSE FOR PURCHASING PROPERTY:

Adjacent to my property

This property is all flood land.

Print name(s) to appear on deed if different than above:

SIGNATURE: Timothy Melton

DATE: 2/6/17

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

PLEASE MAIL TO: PERDUE, BRANDON LAW FIRM/ HUNT RESALE
PO BOX 2007
TYLER TX 75710-2007

OR

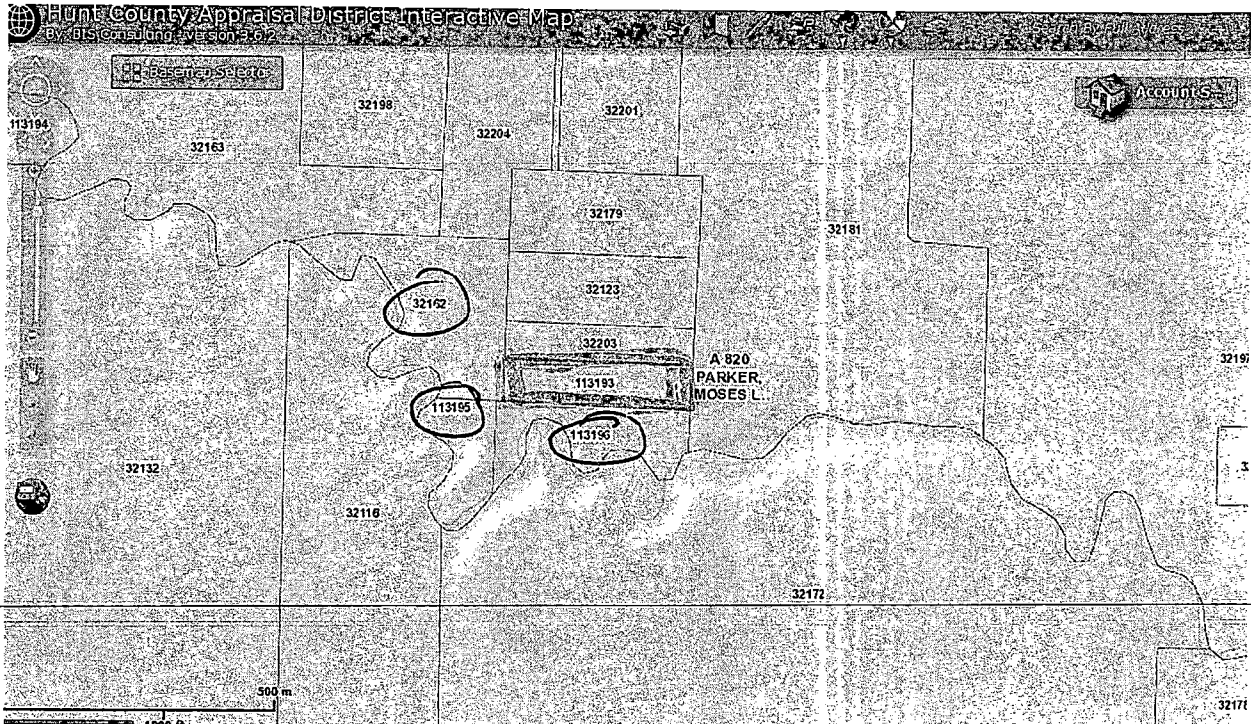
DELIVER TO: PERDUE, BRANDON LAW FIRM
305 S BROADWAY STE 200
TYLER TX 75702

FEB 08 2017

PROPERTY NO. 113193 (A0820 PARKER M L, TRACT 109, ACRES 6.6) OFF CR 4410, COMMERCE TX 75428

Property is landlocked and in floodplain. Mr. Melton owns properties next to PID 113193 (PID 32162, P113195 and PID 113196)

PID 113196 was sold at Resale for \$2,450.00.



BID ANALYSIS

Cause #: TAX20536 COMMERCE ISD VS. ESTATE OF I D MYERS

Bid Amount: \$3,000.00

Date Bid Submitted: 2-8-2017

Bidders Name: **TIMOTHY MELTON**

Bidders Address: PO BOX 3122
QUINLAN TX 75474

Acct#: R113193

Judgment Date: 10/15/2015

Property Value at Judgment: \$21,210.00

Property Value today: \$22,370.00

Date of Sale: 7/5/2016

Minimum Bid at Sale: \$21,147.87

Sale Deed Filed: 7/19/2016

Redemption Expires: 1/19/2017

PROPERTY DESCRIPTION

TRACT 1: BEING 6.6 ACRES, TRACT 109, PART OF THE M.L. PARKER SURVEY, ABSTRACT NUMBER 820, AS DESCRIBED IN WARRANTY DEEDS RECORDED ON VOLUME 484, PAGE 165, AND ON VOLUME 485, PAGE 334, AND ON VOLUME 485, PAGE 336, ON INSTRUMENTS FILED OCTOBER 13, 1948 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R113193.

SITUS OR LOCATION PER HUNT CAD: OFF CR 4410, COMMERCE TX 75428 (LANDLOCKED)

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
COMMERCE ISD	1996-2015	\$12,734.36
HUNT COUNTY	1996-2015	\$4,356.38
HUNT MEMORIAL HD	1996-2015	\$1,738.45

TOTAL: \$18,829.19

COSTS

Publication Fee:	\$403.68 (Payable to Hunt County Treasurer)
Court Costs	\$1,755.00 (Payable to Hunt County District Clerk)
Constable's Fee:	\$60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee:	\$38.00 (Payable to Hunt County Clerk)

TOTAL: \$2,256.68

PROPOSED TAX DISTRIBUTION

Bid Amount: \$3,000.00 Costs: \$2,256.68
Net to Distribute: \$743.32

ENTITY	AMOUNT TO DISBURSE
COMMERCE ISD:	(68%) \$505.46
HUNT COUNTY:	(23%) \$170.96
HUNT MEMORIAL HD:	(9%) \$66.90

(These amounts are contingent on verification of cost)

TOTAL: \$743.32

14,580

FILED FOR RECORD
at 11:58 o'clock a M

Fax to: 903-408-4291 Att: Sandy
 From: Classification
JAIL COUNT
 February 28, 2016 - March 13, 2017

MAR 28 2017

JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX
 By: *J. Lindenzweig*

<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>
14-Mar	221	56	5	0	0	63	345
15-Mar	224	57	16	0	0	63	360
16-Mar	220	54	15	0	0	63	352
17-Mar	219	54	7	0	0	63	343
18-Mar	218	55	12	0	0	65	350
19-Mar	220	58	12	0	0	65	355
20-Mar	222	58	4	0	0	65	349
21-Mar	219	58	11	0	0	65	353
22-Mar	226	57	10	0	0	64	359
23-Mar	226	51	12	0	0	62	351
24-Mar	229	51	7	0	0	63	350
25-Mar	229	47	14	0	0	63	353
26-Mar	231	49	14	0	0	63	357
27-Mar	230	51	5	0	0	63	349