

To: Titus County Auditor  
Attn:  
Date: May 14, 2018  
RE: Flex Base/Ash Rock Bid  
Fax:  
Email:



WM FlyAshDirect is pleased to provide a confidential quote for your project for the following terms.

Customer: Titus County  
Tonnage:  
Project Location:  
Project Term: July 1st, 2018-June 30th, 2019

**FlyAshDirect Source Options**

Primary Source: Welsh Gen. Station-Pittsburgh, TX  
Class: Not Applicable  
FOB Price: ~~\$10.00~~  
Freight Rate: (plus fuel surcharge, if applicable)  
Storage:  
  
Alt. Source: \_\_\_\_\_  
Class: \_\_\_\_\_  
FOB Price:  
Freight Rate: (plus fuel surcharge, if applicable)  
Storage:

Notes

Bid is effective for July 1st, 2018 through June 30th, 2019 for ~~flex base/fly ash rock~~ material from Welsh Gen. Station. \$10 Per ton FOB. Customer must arrange own delivery of material

- Exp. Date :** Pricing is effective for 30 days from issuance of Quote. FlyAshDirect reserves the right to issue a new quote after the 30 day period.
- Taxes:** Material is subject to all state and local taxes unless an exemption certificate is received by FlyAshDirect.
- Carrier:** Third Party freight rates are provided by FlyAshDirect for customer convenience and do not constitute a contractual obligation between customer and FlyAshDirect for delivery. Issues with delivery, demurrage, or other potential damages, etc are the responsibility of the carrier and the customer. The customer is also responsible for any freight rate increases that may occur after the initial quote of material and freight.
- Availability:** Customers are encouraged to qualify backup sources as FlyAshDirect cannot be responsible for outages, truck shortages, or other situations affecting fly ash supply.

Thank you for your consideration. Please feel free to call with any questions. If you would like to accept this quote, please sign below and send back via email to the address below. Please visit our website at <http://www.flyashdirect.com> for information relating to quality and testing analysis, quality control, and state certification letters. **Please see "TERMS AND CONDITIONS OF SALE" on next page.**

Ken Guthrie  
Phone: (214) 202-1848  
Email: [kguthrie@wm.com](mailto:kguthrie@wm.com)  
[www.FlyAshDirect.com](http://www.FlyAshDirect.com)

\_\_\_\_\_  
Sign and Date here to accept the terms of this quote



**FlyAshDirect®**

**FlyAshDirect Ltd.  
TERMS AND CONDITIONS OF SALE**

**BUYER takes PRODUCT subject to these *Terms and Conditions of Sale* incorporated into every sale of PRODUCT made to BUYER by FlyAshDirect, Ltd., a Waste Management Company:**

**1. POSSESSION AND TITLE TO PRODUCT SHALL COMPLETELY TRANSFER TO BUYER UPON TRANSFER TO CARRIER'S VESSEL AT SHIPPING POINT, AT WHICH TIME BUYER ASSUMES ALL RISK OF LOSS AND LIABILITY ASSOCIATED WITH DELIVERY AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY LOSS OR DAMAGE TO PERSONS OR PROPERTY.**

**2. BUYER shall observe all applicable state and federal laws concerning the transportation, handling, storage and use of the PRODUCT.**

**3. BUYER and CARRIER assume all responsibility for assuring that shipments are within current DOT weight limits, and shall under no circumstances allow a shipment to leave the property where loaded if overweight. SELLER assumes no liability or responsibility for any fines or tickets resulting from shipments which are overweight, unless SELLER's scale weights at the point of loading are proven to be in error.**

**4. SELLER DOES NOT MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR ANY PURPOSE OR AS TO THE QUALITY OR QUANTITY OF THE PRODUCT PRODUCED.**

**5. BUYER acknowledges that PRODUCT is sold by SELLER "AS IS, WHERE IS and AS PRODUCED" with all faults, and it is BUYER's responsibility to conduct proper testing, prior to use in any particular application, to ensure PRODUCT is suitable for BUYER's particular application.**

**6. SELLER SHALL NOT BE LIABLE, AND BUYER WAIVES ALL CLAIMS AGAINST SELLER, FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER DUE TO OR ARISING OUT OF FAILURE OF PRODUCT TO PERFORM, BREACH OF CONTRACT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION OF SELLER. BUYER's exclusive remedy for any cause of action hereunder shall be, at SELLER's election, replacement of PRODUCT, or a claim for damages not to exceed the price of the PRODUCT causing the claim.**

**7. BUYER shall indemnify, defend and hold SELLER, and SELLER's affiliates, and their respective officers, directors, employees, agents and representatives, harmless from and against any and all losses, claims, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), liability, demands and causes of action of every kind and character, including but not limited to the amounts of judgments, penalties and interest, relating to or arising from bodily injuries to or death of any person, or damage to property (including any contamination of or diminution in value of property), arising from or relating to (i) the PRODUCT sold to BUYER hereunder; or (ii) the BUYER's performance hereof, negligence or willful misconduct or violation of law. This paragraph shall survive any termination hereof.**

**8. BUYER agrees to be bound by SELLERS payment terms of net 15 days unless otherwise stated in writing.**

**9. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio, and venue shall lie in Hamilton County, Ohio**

**10. The failure of either party at any time to enforce any provision of this Agreement, to exercise its rights under any provision hereof, or to require a certain performance of any provision hereof, shall in no way be construed as a waiver of such provision, nor in any way affect the validity of this Agreement or the right of such party thereafter to enforce each and every provision hereof. No waiver shall ever occur unless first reduced to writing and signed by the party to be charged with the waiver.**

**11. All technical advice, lab data and/or recommendations of SELLER rendered to BUYER, if any, are intended for use by persons having the appropriate education and skill. SELLER shall not be liable for any use or non-use of such advice and/or recommendations.**



May 14, 2018

Titus County Auditor's Office  
100 West 1<sup>st</sup> Street  
Suite 106  
Mt. Pleasant, TX 75455

Titus County Auditor,

WM FlyAshDirect would like to submit a bid for flex base ash (Fly Ash Rock). This material can be picked up from the Welsh Generating Station in Pittsburgh, TX. The price for the material FOB is \$10.00 per ton. This price will be held for Titus County from July 1, 2018 through June 30<sup>th</sup>, 2019, if WM FlyAshDirect continues to have access to the material from the utility. Please see attached quote form pertaining to this bid.

At this time, WM FlyAshDirect is only offering a FOB/Pick up price, as we are not capable of providing a delivered price. Delivery would need to be scheduled by Titus County.

If you have any questions feel free to call me at (214) 202-1848 or via email at [kguthrie@wm.com](mailto:kguthrie@wm.com)

Thanks

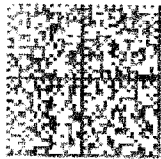
A handwritten signature in black ink, appearing to read 'Ken Guthrie'.

Ken Guthrie  
WM FlyAshDirect



4228 AIRPORT ROAD  
CINCINNATI, OH 45226

UNIVERSITY MICROFILMS  
SERIALS ACQUISITION  
300 N ZEEB RD  
ANN ARBOR MI 48106-1500



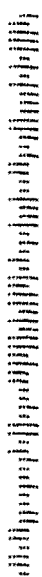
UNIVERSITY MICROFILMS  
SERIALS ACQUISITION  
\$ 000.470  
02 19  
0571036623 MAY 14 2014  
MAILED FROM ZIP CODE 45226

Titus Co. Auditor office  
100 W. 1st St.  
Suite 106  
Mt. Pleasant, TX 75455

Auditor Office  
MAY 14 2014  
Receivable

Sealed Bid: Flex Base Ash  
opening 6/11/16

75455-44701



# Proposal

**H.E. SPANN & CO., INC.**  
P.O. BOX 1111  
MT. PLEASANT, TEXAS 75456-1111  
Phone 903-572-8515 Fax 903-572-5966

PROPOSAL SUBMITTED TO

Titus County

Att: James Webster, JR.

DATE

June 6, 2018

PHONE:

FAX

JOB NAME AND LOCATION

Flyash Flex Base

We hereby submit specifications and estimates subject to all terms and conditions as set forth as follows:

Flyash Rock Flex Base

\$16.75 Per Ton Delivered

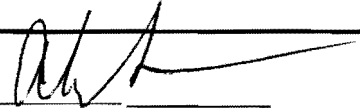
Price Includes Material & Haul

Signature \_\_\_\_\_

Date \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 \_\_\_\_\_ days

Authorized  
Signature



Alan Spann

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are

authorized to do the work as specified. Payment will be made as outlined above.

Print \_\_\_\_\_

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

Signature \_\_\_\_\_

H.E. Spann & Company Inc.  
P.O. Box 1111  
Mt. Pleasant, Tx 75456-1111

*Flash Flex Base*

Auditor Office  
JUN 07 2010  
*Received*