H.E.Spann

TITUS COUNTY
BID NO. 2020-004
ROAD MATERIALS, ROAD OIL, AND CULVERTS

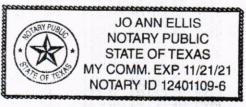
NON-COLLUSION AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. He further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid.

STATE OF TEXAS

COL	JNTY	OF	TITI	15
000	JINI	U	1111	10

personally appeared Alan Spann did depose and say: "I, Alan Spann office and for the same and say and spann	a Notary Public in and for the State of Texas, on this day who after being by me duly sworn,
of/agent for H.E. Spann & Co. Jos	am a duly authorized officer and have been duly authorized to execute the
oregoing blu on bendi of the sain HE. Spa	ann & Co. Inc
hat the foregoing bid has not been prepare	ed in collusion with any other hidder or other person or
crooms engaged in the same line of pusing	ass prior to the official opening of this big Eusther I
citily that the bidder is not now, nor has he	e been for the nest (6) months disastly as indisastly
or coment or any pool of agreement of con	Obligation to control the price of aguirment engineer or
supplies bid on, or to influence any person	or persons to bid or not to bid thereon."
lame and address of bidder	
SALEST PROJECT OF	
H.E. Spann & Co., Inc.	
PO Box 1111 Mt. Pleasant TX 7545	56-1111
elephone 903-572-8515	
By President	
	Title
Alan Spann	
Type Name	
ignature A/	
(lla/h	
<u> </u>	
UBSCRIBED AND SWORN to me by the a	above named
n this the 20 day of Mary	
n this the 20 day of May	, 20_20
() D () 11.	
- Houndles	
otary Public in and for the State of Texas	



SPECIFICATIONS FOR ROAD MATERIALS

- All materials furnished shall meet the approval of Titus County Commissioners by their inspection
 of the materials.
- 2. Bids shall be requested on both a delivered basis and on a picked-up basis. If delivery is not available, bidder shall so note on bid sheet.
- Should the selected bidder be unable to fulfill the terms and conditions of the contract, Titus County reserves the right to purchase materials from other sources that are accessible and available.
- 4. The following materials are to be bid:

SEAL COAT AGGREGATE SANDSTONE
FLEXIBASE ASH – FLY ASH ROCK
FLEXIBASE ASH – BOTTOM ASH
FLEXIBASE – LIMESTONE
FLEXIBASE – SANDSTONE
CRUSHED IRON ORE GRAVEL - FLEXBASE
WASHED PEA GRAVEL
HOT OIL SAND
TYPE D COLD MIX
TYPE D HOT MIX
TYPE D HOT MIX LAID DOWN
PLANT MIX SEAL
TYPE F COLD MIX
HIGH PERFORMANCE

- If other types of rock are available, please include in OTHER SECTIONS of bid sheet for road materials.
- 6. Titus County reserves the right to select vendors and alternate vendors.

TITUS COUNTY	DEADLINE: May 27, 2020 at 4:30 PM
BID SHEET - ROAD MATERIALS	BID #: 2020-004 Road Materials, Road Oil & Culverts
	PAGE 1 OF 4
	,
SEAL COAT AGGREGATE - TY B /	GR 4 - PRICE PER TON:
DELIVERED	\$45.10 Per Ton
PICKED UP	
FOB LOCATION & ADDRESS	
FLEXBASE ASH - TYPE A - PRICE P	ER TON:
Flyash Rock Flex Base	
Delivered	\$16.75 Per Ton
Picked Up	
FOB LOCATION & ADDRESS	
Bottom Ash	
Delivered	\$12.75 Per Ton
Picked Up	
OB LOCATION & ADDRESS	
	WORLDWINE \$40 III I I BOOK MA 42 40 5744 (4 1 2 1 2 2 4 3 7 1 2 2
EVIDLE DACE DOLOR	
LEXIBLE BASE - PRICE PER TON: inch Limestone Base	
elivered	622 10 D m
icked Up	\$22.10 Per Ton \$22.96 Der Ton
OB LOCATION & ADDRESS	
OB LOCATION & ADDRESS	H.E. Spann & Co., Inc. 1173 US HWY 67 East
	Mt. Pleasant
ther Size Limestone Base, Size:	
elivered	1 3/4" Limestone \$22.60 Per Ton
icked Up	\$22.60 Per Ton \$22.96 Per Ton
OB LOCATION & ADDRESS	
TO LOCATION & ADDRESS	H.E. Spann & Co., Inc. 1173 US HWY67 East
	Mt. Pleasant

TITUS COUNTY	DEADLINE: May 27,	2020 at 4:30 PM	
BID SHEET - ROAD MATERIALS		ad Materials, Road Oil & Cu	liverts
	PAGE 4 OF 4		
HIGH PERFORMANCE - PRICE I	PER TON		
Delivered			
Picked Up			
FOB LOCATIONS & ADDRESS			
OTHER MOYES STORY			
OTHER NOTES FROM BIDDER,	IF ANY:		
	1944 - Avate (In 1, 1) 61 Argres,	######################################	**************************************
Company Name: U.E.	0 C 0- T	<u> </u>	
	Spann & Co., I	nc. asaņt Texas 75456	_1111
Authorized Signature of Owne	r/Representative:	Luca N/ 8	
	President	from un sp	
itle of Authorized Signatory:		James Alan Span	in
	rei / nevresemative:		
yped or Printed Name of Own			
Typed or Printed Name of Own Date:May20_,202	0	00 • COM	
Email Address:		00.COM	
Typed or Printed Name of Own Date: May 20, 202 Email Address:	0 j alan s@yahc	00.COM	

CSTRAIT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

5/18/2020

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	CONTACT Christa Strait	CONTACT Christa Strait			
Dexter & Company 3601 Cedar Springs Road	PHONE (A/C, No, Ext): (214) 526-5646 FAX (A/C, No): (214)				
Dallas, TX 75219	E-MAIL ADDRESS: cstrait@dextercompany.com				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A: Western World Insurance Company	13196			
NSURED H E Spann Company Inc.	INSURER B : Progressive County Mutual Insurance Company				
H E Spann Company Inc. P.O. Box 1111	INSURER C: Texas Mutual Insurance Company				
Highway 67 East	INSURER D:				
Mt. Pleasant, TX 75456-1111	INSURER E :				
	INSURER F:				
COVERAGES CERTIFICATE NUMBER:	DEVISION NUMBER				

COVERAGES

CERTIFICATE 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.

NSR LTR	TYPE OF INSURANCE	ADDL SI	UBR VVD POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	re
A	X COMMERCIAL GENERAL LIABILITY			(MM/DD/TTTT)	(MM/DD/TTTT)	EACH OCCURRENCE	s 1,000,00
	CLAIMS-MADE X OCCUR		NPP8581725	8/30/2019	8/30/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,00
						MED EXP (Any one person)	\$ 5,00
						PERSONAL & ADV INJURY	\$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,00
	JEC1 LOC		120			PRODUCTS - COMP/OP AGG	s Include
3	OTHER:						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00
	OWNED X SCHEDULED		04223946-2	10/24/2019	10/24/2020	BODILY INJURY (Per person)	\$
	AUTOS ONET					BODILY INJURY (Per accident)	\$
į	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
-	 	-					\$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE					EACH OCCURRENCE	\$
	DED RETENTIONS					AGGREGATE	\$
-	WORKERS COMPENSATION						\$
	AND EMPLOYERS' LIABILITY		0004020457			PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	0001228157	8/30/2019	8/30/2020	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
-	DÉSCRIPTION OF OPERATIONS below	-				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)
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording. Waiver of Subrogation provided only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER	CANCELLATION
Titus County 100 W 1st Street Suite 106	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Mount Pleasant, TX 75455	AUTHORIZED REPRESENTATIVE

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

BID: #2020-004 for the Purchase of Road Materials, Road Oil \$ Culverts

Auditor Office

MAY 21 2020

Received

1:00

County Auditor's Office Titus County Auditor 100 W. 1st Street, Smite 106 Mt. Pleasant, Texas 75455

TITUS COUNTY BID NO. 2020-004 ROAD MATERIALS, ROAD OIL, AND CULVERTS Martin Marietta

Date: May 9, 2020

PUBLIC NOTICE

The Titus County Commissioners Court will accept sealed bids until 4:30 pm, Wednesday, May 27, 2020 in the Titus County Auditor's office for the <u>Purchase of Road Materials, Road Oil, and Culverts</u> for Titus County. Bids will be opened at 10:00 am, May 28, 2020 in Room 205 of the Titus County Courthouse. Bidders are invited to attend.

Specifications are available from: Titus County Auditor, Barbara Shurbet

100 W. 1st Street, Suite 106 Mount Pleasant, Texas 75455 903-572-8101

Bidder may use lump-sum or unit pricing as designated in the specifications. No money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County. Bids will be presented to Commissioners' Court on Monday, June 8, 2020 at 9 am in room 205 of the Titus County Courthouse. (www.co.titus.tx.us)

Publish Dates: May 9, 2020

May 16, 2020

TITUS COUNTY

RETURN DEADLINE IS NO LATER THAN 4:30 PM Wednesday, May 27, 2020

SPECIFICATIONS AND BID FORMS SUMMARY

PURCHASE OF ROAD MATERIALS, ROAD OIL, & CULVERTS

Carefully read all requirements, specifications, and instructions. Fill out all forms properly and completely. Submit your bid, including all appropriate supplements and/or samples. Be sure all required signatures are in place.

Documents to be returned with bid: 1) Properly Identified Sealed Bid Envelope, 2) Non-Collusion Affidavit (Notarized), 3) Bid Sheets – (Signed) Please include the bid sheet for each type of material that you wish to bid. There are three separate bid sheets. One for culverts, one for road materials and one for road oil. Return all three if submitting a bid for all three items. Please return all bids in one envelope.

All handwritten signatures must be in ink and all prices must be written legibly in ink or (preferably) typewritten.

RETURN BID DOCUMENTS TO:

County Auditor's Office Titus County Auditor 100 W. 1st Street, Suite 106 Mt. Pleasant, Texas 75455

Bids received later than the time and date stated above will not be considered. The Titus County Auditor's office hours are Monday through Friday from 8 AM until 4:30 PM. The office is closed for county holidays. Bids will be opened on May 28, 2020 at 10:00 AM in Room 205 of the Titus County Courthouse. Bidders are invited to attend. Bids will be submitted to Commissioners' Court at 9:00 AM on Monday, June 8, 2020 for consideration.

Titus County will not be responsible for un-marked, or improperly marked bids or bids delivered to the wrong location.

BID SHEETS ARE INCLUDED IN EACH BID PACKET FOR ROAD MATERIALS, ROAD OIL, AND CULVERTS. PLEASE USE THE BID SHEET PERTAINING TO THE ITEMS THAT YOU PLAN TO BID. IF YOU BID ALL THREE (MATERIALS, OIL AND CULVERTS) YOU WILL NEED TO RETURN THREE BID SHEETS. PLEASE RETURN ALL BIDS IN ONE ENVELOPE.

81 to 69

INVITATION TO BID Purchase of Road Materials, Road Oil, and Culverts

From: Titus County Auditor, Barbara Shurbet

100 W. 1ST Street, Suite 106 Mt. Pleasant, TX 75455

BID NO. 2020-004

Bids will be received at the Titus County Auditor's Office until <u>4:30 PM, Wednesday, May 27, 2020.</u> Bids will be opened May 28, 2020 at 10 AM in Room 205 of the Titus County Courthouse. Bidders are invited to attend. Bids will be presented to Commissioners' Court on June 8, 2020 at 9:00 for consideration.

A. Scope of Bid

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request in accordance with the following conditions:

B. Conditions

- Term of Contract: Upon acceptance and approval by the Commissioners' Court this bid affects a working contract between Titus County and the successful bidder for <u>1 year</u> with option to renew for <u>2 additional years upon agreement by vendor and County</u>. Bids are initially effective July <u>1</u>, 2020.
- Bids must be received by the County Auditor's Office by the time and date specified. The
 mere fact that a bid was dispatched will not be considered; the bidder must have the bid
 actually delivered in a timely manner.
- Titus County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County. Titus County reserves the right to reject any bid that does not include a complete response for any item for which a bid is submitted.
- Titus County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
- 6. Bidder should include employer identification number or social security number.
- Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION:
 "BID: #2020-004 for the Purchase of Road Materials, Road Oil & Culverts.
- Bids must be submitted on the BID SHEET(s) attached to the specifications. Other materials may be included with proposals as is deemed necessary by the bidder.
- 9. All merchandise should be new unless otherwise specified. Warranties should be furnished with all bids if applicable. Used merchandise may be furnished with all bids if applicable and must be so note in bold print. Used merchandise may be substituted if like new and warranty or maintenance contract can be furnished with the bid. All dealer rebates and or discounts offered to purchaser should be stated on bid.

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- 10. Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is non-transferable by either party.
- 11. Titus County may cancel this contract at any time for any reason of consistently unsatisfactory service from the other party provided a thirty-day written notice is given to the other party.
- 12. Bidders should state all insurance coverage applicable to this contract. Examples are Workman's Compensation, General Liability, Manufacturer's Liability, etc.
- 13. General Liability insurance is required. The successful vendor must submit copies of insurance certificates for general liability insurance to the County Auditor before any work or delivery can be initiated. Payments shall not become due and payable until such certificates are on file in the auditor's office.
- 14. Titus County reserves the right to accept alternate bids, for the purpose of assuring adequate availability of quantities needed.
- 15. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit Price
 - b. Total Price
 - c. Special needs and requirements of Titus County
 - d. Results of testing samples
 - e. Delivery
 - f. Titus County's experience with products bid
 - g. Titus County's evaluation of Vendor's ability to fulfill contract.
 - h. Vendor's past performance record with Titus County.
- 16. Acceptance of merchandise, work, services, and/or equipment provided shall be made by the owner at his sole discretion when all terms and conditions of the contract and specifications have been met to his satisfaction, including the submission to the Owner of any and all documentation as may be required.
- 17. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate ALL items required and related costs or forfeit the right to payment of such costs..
- 18. Titus County is exempt from certain Federal Excise, State and Local taxes.
- 19. Upon completion of this contract, or as otherwise stated, contractor shall send an itemized invoice of the material furnished and/or services performed to the County. Neither signed receipts nor payments shall be construed as an acceptance of any defective work, improper oil, or a release for any claim for damages.

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20. All invoices must be originals or certified copies of originals and are to be sent to:

Titus County Auditor 100 W. 1st Street, Suite 106 Mt. Pleasant, Texas 75455

- 21. Approved invoices will be paid on the second and fourth Mondays of each month, provided the invoices are received by Monday noon before the second and fourth Monday.
- 22. Specifications may reference name brands and model numbers. It is not the intent of Titus County to limit or restrict bids but to establish the desired quality level of merchandise. Bidders may offer comparable items and the burden of the proof rests with them. Titus County shall act as sole judge determining in equality and acceptability of items offered.
- 23. These bids may be awarded to more than one bidder in an effort to have materials available at all times and as needed.
- C. SPECIAL PROVISIONS Electronic bids will NOT be accepted as these are SEALED BIDS.
- D. CONTRACT FULFILLMENT

Titus County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Titus County. All supplemental agreements are subject to approval of the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by his purchase have been satisfactorily delivered and accepted.

If this contract is intended to cover a specific time period, said time will be noted in the conditions. If bid and performance bonds are required, the proper document will be included in the package.

- E. NON-COLLUSION AFFADAVIT Must be returned with bid, Notary required.
- F. SPECIFICATIONS FOR CULVERTS
- G. BID SHEET CULVERTS, Return if bidding on culverts
- H. SPECIFICATIONS FOR ROAD MATERIALS
- I. BID SHEET ROAD MATERIALS, Return if bidding on road materials
- J. SPECIFICATIONS FOR ROAD OIL
- K. BID SHEET ROAD OIL, Return if bidding on road oil emulsions

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STATE OF TEXAS

NON-COLLUSION AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. He further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid.

COUNTY OF TITUS BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared <u>Tammi Smith</u> did depose and say: "I, <u>Tammi Smith</u> ____, who after being by me duly sworn, of/agent for Martin Marietta am a duly authorized officer and have been duly authorized to execute the foregoing bid on behalf of the said Manni Manuth . I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services, or supplies bid on, or to influence any person or persons to bid or not to bid thereon." Name and address of bidder I Telephone Title Type Name Signature SUBSCRIBED.AND SWORN to me by the above named Tammi Smith day of 20 20 Notary Public in and for the State of Texas LISA DRAKE My Notary ID # 125051227

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Expires September 10, 2020

SPECIFICATIONS FOR ROAD MATERIALS

- All materials furnished shall meet the approval of Titus County Commissioners by their inspection
 of the materials.
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- Should the selected bidder be unable to fulfill the terms and conditions of the contract, Titus County reserves the right to purchase materials from other sources that are accessible and available.
- 4. The following materials are to be bid:

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FLEXIBASE – LIMESTONE
FLEXIBASE – SANDSTONE
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WASHED PEA GRAVEL
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TYPE D COLD MIX
TYPE D HOT MIX
TYPE D HOT MIX LAID DOWN
PLANT MIX SEAL
TYPE F COLD MIX
HIGH PERFORMANCE

- If other types of rock are available, please include in OTHER SECTIONS of bid sheet for road materials.
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TITUS COUNTY		DEADLINE: May 27,	2020 at 4:30 Pf	M	
BID SHEET - ROAD MA	TERIALS	BID #: 2020-004 Ro			
		PAGE 1 OF 4			
SEAL COAT AGGREGAT	E-TYB/	GR 4 - PRICE PER TON	:		
DELIVERED		NB			-
PICKED UP	PB#4	\$ 165,50 per hon			'
FOB LOCATION & ADDR		SAWYER QUAR	zen		
		3239 E. 2000			
		Sauger, ox	14756		
FLEXBASE ASH - TYPE A	- PRICE F	PER TON:			
Flyash Rock Flex Base					
Delivered		NB			
Picked Up		NS			,
FOB LOCATION & ADDR	RESS	1.0			
Bottom Ash					
Delivered		NB			
Picked Up		NB	-		
FOB LOCATION & ADDR	FSS	-11/2			<u> </u>
		 			
LEXIBLE BASE - PRICE F	PER TON:				
2 inch Limestone Base	-13/4"				
Delivered	1 / 1				
Picked Up		+ 0126 next has			
OB LOCATION & ADDRI	ESS	Huar Dava	Rey		
		1095 N. 4710 R	1		,
		Huyo ox 7	1742		
		1.440.00.	1113		
Other Size Limestone Ba	ase Size	3" Base	-		
Delivered	ase, size:	0 101.80			
Picked Up		3076 n	when		
OB LOCATION & ADDRE	FCC	44=17	CACI UI.		
COLOCATION & ADDRE	LJ3				

Commy Anditors Office
Thus County Anditors
100 W. 18t Street, Suite 106
4Mt Pleasent, Th. 15455
Bill 2020-004

Auditor Office

Auditor Office

MAY 27 2020

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3:15

RK. Hall

TITUS COUNTY BID NO. 2020-004 ROAD MATERIALS, ROAD OIL, AND CULVERTS

Date: May 9, 2020

PUBLIC NOTICE

The Titus County Commissioners Court will accept sealed bids until **4:30 pm**, **Wednesday**, **May 27**, **2020** in the Titus County Auditor's office for the <u>Purchase of Road Materials</u>, <u>Road Oil</u>, <u>and Culverts</u> for Titus County. Bids will be opened at 10:00 am, May 28, 2020 in Room 205 of the Titus County Courthouse. Bidders are invited to attend.

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Publish Dates: May 9, 2020

May 16, 2020

TITUS COUNTY

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p20118

INVITATION TO BID Purchase of Road Materials, Road Oil, and Culverts

From: Titus County Auditor, Barbara Shurbet

100 W. 1ST Street, Suite 106 Mt. Pleasant, TX 75455

BID NO. 2020-004

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B. Conditions

- Term of Contract: Upon acceptance and approval by the Commissioners' Court this bid affects a working contract between Titus County and the successful bidder for <u>1 year</u> with option to renew for 2 additional years upon agreement by vendor and County. Bids are initially effective July 1, 2020.
- Bids must be received by the County Auditor's Office by the time and date specified. The mere fact that a bid was dispatched will not be considered; the bidder must have the bid actually delivered in a timely manner.
- Titus County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County. Titus County reserves the right to reject any bid that does not include a complete response for any item for which a bid is submitted.
- Titus County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
- 6. Bidder should include employer identification number or social security number.
- Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION:
 "BID: #2020-004 for the Purchase of Road Materials, Road Oil & Culverts.
- Bids must be submitted on the BID SHEET(s) attached to the specifications. Other materials may be included with proposals as is deemed necessary by the bidder.
- 9. All merchandise should be new unless otherwise specified. Warranties should be furnished with all bids if applicable. Used merchandise may be furnished with all bids if applicable and must be so note in bold print. Used merchandise may be substituted if like new and warranty or maintenance contract can be furnished with the bid. All dealer rebates and or discounts offered to purchaser should be stated on bid.

- 10. Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is non-transferable by either party.
- 11. Titus County may cancel this contract at any time for any reason of consistently unsatisfactory service from the other party provided a thirty-day written notice is given to the other party.
- 12. Bidders should state all insurance coverage applicable to this contract. Examples are Workman's Compensation, General Liability, Manufacturer's Liability, etc.
- 13. General Liability insurance is required. The successful vendor must submit copies of insurance certificates for general liability insurance to the County Auditor before any work or delivery can be initiated. Payments shall not become due and payable until such certificates are on file in the auditor's office.
- 14. Titus County reserves the right to accept alternate bids, for the purpose of assuring adequate availability of quantities needed.
- 15. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit Price
 - b. Total Price
 - c. Special needs and requirements of Titus County
 - d. Results of testing samples
 - e. Delivery
 - f. Titus County's experience with products bid
 - g. Titus County's evaluation of Vendor's ability to fulfill contract.
 - h. Vendor's past performance record with Titus County.
- 16. Acceptance of merchandise, work, services, and/or equipment provided shall be made by the owner at his sole discretion when all terms and conditions of the contract and specifications have been met to his satisfaction, including the submission to the Owner of any and all documentation as may be required.
- 17. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate ALL items required and related costs or forfeit the right to payment of such costs..
- 18. Titus County is exempt from certain Federal Excise, State and Local taxes.
- 19. Upon completion of this contract, or as otherwise stated, contractor shall send an itemized invoice of the material furnished and/or services performed to the County. Neither signed receipts nor payments shall be construed as an acceptance of any defective work, improper oil, or a release for any claim for damages.

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20. All invoices must be originals or certified copies of originals and are to be sent to:

Titus County Auditor 100 W. 1st Street, Suite 106 Mt. Pleasant, Texas 75455

- 21. Approved invoices will be paid on the second and fourth Mondays of each month, provided the invoices are received by Monday noon before the second and fourth Monday.
- 22. Specifications may reference name brands and model numbers. It is not the intent of Titus County to limit or restrict bids but to establish the desired quality level of merchandise. Bidders may offer comparable items and the burden of the proof rests with them. Titus County shall act as sole judge determining in equality and acceptability of items offered.
- 23. These bids may be awarded to more than one bidder in an effort to have materials available at all times and as needed.
- C. SPECIAL PROVISIONS Electronic bids will NOT be accepted as these are SEALED BIDS.
- D. CONTRACT FULFILLMENT

Titus County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Titus County. All supplemental agreements are subject to approval of the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by his purchase have been satisfactorily delivered and accepted.

If this contract is intended to cover a specific time period, said time will be noted in the conditions. If bid and performance bonds are required, the proper document will be included in the package.

- E. NON-COLLUSION AFFADAVIT Must be returned with bid, Notary required.
- F. SPECIFICATIONS FOR CULVERTS
- G. BID SHEET CULVERTS, Return if bidding on culverts
- H. SPECIFICATIONS FOR ROAD MATERIALS
- I. BID SHEET ROAD MATERIALS, Return if bidding on road materials
- J. SPECIFICATIONS FOR ROAD OIL
- K. BID SHEET ROAD OIL, Return if bidding on road oil emulsions

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STATE OF TEXAS

NON-COLLUSION AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. He further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid.

COUNTY OF TITUS BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day did depose and say: "I, Brandon 6.bser am a duly authorized officer of/agent for ________ and have been duly authorized to execute the foregoing bid on behalf of the said RKHall, LLC . I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services, or supplies bid on, or to influence any person or persons to bid or not to bid thereon." Name and address of bidder Fans, TX 75460 Telephone 903-647-081 Title Soles bason Type Name Signature SUBSCRIBED AND SWORN, to me by the above named JORANDON GIBSON on this the day of Notary Public in and for the State of Texas PAULA JO BROWN Notary ID #7993344 My Commission Expires

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May 15, 2023

SPECIFICATIONS FOR ROAD MATERIALS

- All materials furnished shall meet the approval of Titus County Commissioners by their inspection
 of the materials.
- 2. Bids shall be requested on both a delivered basis and on a picked-up basis. If delivery is not available, bidder shall so note on bid sheet.
- Should the selected bidder be unable to fulfill the terms and conditions of the contract, Titus
 County reserves the right to purchase materials from other sources that are accessible and
 available.
- 4. The following materials are to be bid:

SEAL COAT AGGREGATE SANDSTONE
FLEXIBASE ASH – FLY ASH ROCK
FLEXIBASE ASH – BOTTOM ASH
FLEXIBASE – LIMESTONE
FLEXIBASE – SANDSTONE
CRUSHED IRON ORE GRAVEL - FLEXBASE
WASHED PEA GRAVEL
HOT OIL SAND
TYPE D COLD MIX
TYPE D HOT MIX
TYPE D HOT MIX LAID DOWN
PLANT MIX SEAL
TYPE F COLD MIX
HIGH PERFORMANCE

- If other types of rock are available, please include in OTHER SECTIONS of bid sheet for road materials.
- 6. Titus County reserves the right to select vendors and alternate vendors.

TITUS COUNTY	DEADLINE: May 27, 2020 at 4:30 PM	
BID SHEET - ROAD MATERIALS	BID #: 2020-004 Road Materials, Road (Oil & Culvente
	PAGE 1 OF 4	Jii & Cuiverts
SEAL COAT AGGREGATE - TY B /	GR 4 - PRICE PER TON:	
DELIVERED	4904	
PICKED UP	3000	
FOB LOCATION & ADDRESS	244 OK 147	
	_ Sanyer OK 74756	
FLEXBASE ASH - TYPE A - PRICE P	R TON:	
Flyash Rock Flex Base		
Delivered		
Picked Up		
FOB LOCATION & ADDRESS		
Bottom Ash		
Delivered	5	
Picked Up		
FOB LOCATION & ADDRESS		
OF LOCATION & ADDRESS		
LEXIBLE BASE - PRICE PER TON:		
inch Limestone Base		
elivered		
icked Up		
OB LOCATION & ADDRESS		
ther Size Limestone Base, Size:		
elivered		
cked Up		
OB LOCATION & ADDRESS		

KK-Hall LLL 5020 SE Loop 286 Paris, Tx 75460







Titus County Bid NO. 2020-004
Road Materials, Road Oil and Culverts
County Anditors Office
Titus County Anditor, Barbara Shurbet
100 W. 1st Street. Suite 106
Mt. Pleasant, Texas 75455

Auditor Office
MAY 18 2020 ****

Received M

moved the date stamps one number not think ingue just had a weekend.

