

TITUS COUNTY

Road Emulsions Bid # 2022-004

22-Aug-22

Dates of Public Notice in Local Newspaper

July 27, 2022 and August 3, 2022

Deadline for Bids Delivered to County Auditor's Office

8/15/2022 at 4:30 PM

Date Bids Opened

16-Aug-22

Bids Received, Date Received, Time Received, Method of Delivery

Ergon Asphalt & Emulsions, Inc
August 12, 2022 at 11:49 AM
Federal Express

Cleveland Asphalt Products, Inc
August 4, 2022 at 11:45 AM
Federal Express

P Squared Emulsion Plants, LLC
August 8, 2022 at 8:55 AM
Hand Delivered

Contract Effective Dates

This bid is scheduled to be presented for approval in Commissioners' Court on August 22, 2022. It is for a 1 year contract with option to renew for 2 additional year upon agreement by vendor and County. Bid is initially effective September 1, 2022 upon approval by ARPA Grant Administrator, Traylor & Associates.

FOB LOCATION & ADDRESS FOR PICK UP

Ergon Asphalt, 209 Robert Nance Road, Mt. Pleasant, Texas
Cleveland Asphalt, 100 Asphalt Lane, Shepherd, Texas
P Squared Emulsions, 516 South McLennan Loop, Elm Mott, Texas

	ERGON	CLEVELAND	P SQUARED
<u>NON COLLUSION AFFIDAVIT:</u>	YES	YES	YES
<u>LOBBYING CERTIFICATION:</u>	YES	NO	YES
<u>CONFLICT OF INTEREST:</u>	YES	YES	YES

GENERAL LIABILITY INSURANCE: NO NO NO
Commissioners to determine the need for insurance when Titus County picks up a product.

TITUS COUNTY, ROAD OIL/EMULSIONS BID TABULATIONS, BID # 2022-004

EMULSIFIED ASPHALT, PER GALLON:

	ERGON ASPHALT	CLEVELAND ASPHALT	P2 EMULSIONS ALTERNATE
FOB	Mt Pleas	Shepherd	Elm Mott
Emulsion, CSS-1:			P2 S1
Delivered	\$ 3.23	\$ 3.12	\$ 2.96
Picked Up	\$ 3.05	\$ 2.90	\$ 2.68
Emulsion, CSS-1H:			Stabilizer
Delivered	\$ 3.23	\$ 3.12	\$ 2.96
Picked Up	\$ 3.05	\$ 2.90	\$ 2.68

EMULSIFIED ASPHALT, PER GALLON:

	ERGON ASPHALT	CLEVELAND ASPHALT	P2 EMULSIONS ALTERNATE
FOB	Mt Pleas	Shepherd	Elm Mott
Emulsion, CRS-2:			CWE-2
Delivered	\$ 3.23	\$ 3.12	\$ 3.29
Picked Up	\$ 3.05	\$ 2.90	\$ 3.01
Emulsion, CRS-2P:			
Delivered	\$ 3.63	\$ 3.72	No Bid
Picked Up	\$ 3.45	\$ 3.50	No Bid

P2 Emulsions also included a list of all P2 products and current pricing as of July 28, 2022. Prices are subject to change. The list is attached to this bid tabulation.

OTHER CHARGES RELATED TO EMULSIFIED ASPHALT:

DEMURRAGE:

Per Hour	\$ 90.00	\$ 80.00	\$ 80.00
After # Hours	2	2	2

Minimum Gallons:	5500	5000	5000
	Note 1	Note 2	Note 3

Note 1: Ergon: 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.

Note 2: Cleveland Asphalt: Freight options and size of load prices are based off of a minimum 5000 gallon load. For smaller quantities, please call 800-334-0177.

Note 3: Smaller quantities available, subject to freight differential of \$0.25 per gallon less than 5,000 gallons. Push Loads are \$80.00 per hour.

PUMP & HOSE, PER LOAD:	\$ 90.00	None	\$ 80.00
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See next page for additional other charges, please.

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ENVIRONMENTAL FEES, ADD TO ABOVE PRICES:

Asphalt & Polymer Loads	0.4977	None	None
	Per Ton		
Emulsion Loads	0.0015		
	Per Gallon		

DIVERSION FEE: \$ 250.00 None None
Note 4

Note 4: Ergon: For equipment ordered, but not used, carrier may charge up to \$ 400.

RETURN FREIGHT

CHARGES: Note 5 \$ 1,100 Note 6

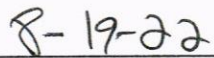
Note 5: Ergon: Return freight charges are one-half of the outgoing tariff.

Note 6: P2 Emulsions: Return freight charges are subject to change from delivering freight line.

Bids for road materials, road oils, and road emulsions are on file in the auditor's office and are available for review.



Barbara Shurbet, Titus County Auditor



Date

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P2 Emulsions

Service. Performance. Commitment.

Pricing Effective As Of July 28, 2022

Pricing subject to change with written notice.

P2 Salesman - Rick McGinnis

Contact Phone - (817) 307-6411

Product	Tanker FOB Plant	Tanker FOB County	Drum/Tote Plant
P2 Stabilizer	\$2.68	\$2.96	\$2.90
P2S1	\$2.68	\$2.96	\$2.90
P2 CWE-2 (Chip Seal)	\$3.01	\$3.29	\$3.23
P2 CWP (Cold Weather Patch)	\$3.01	\$3.29	\$3.23
P2 ROC (Road Over Coat)	\$2.83	\$3.10	\$3.05
P2 Rejuvenator	\$2.68	\$2.96	\$2.90
P2 Prime Concentrate	\$1.97	\$2.24	\$2.19
P2RTU	\$1.93	\$2.20	\$2.15

**All listed prices are per U.S. gallon

**Minimum Tanker Delivery: 5,000 Gallons

**Delivery over 250 miles subject to additional charges

**Demurrage (trucking charge): First 2 hours free, \$80.00 per hour thereafter

**Pump Charge (trucking charge): \$80.00

**Push Charge (trucking charge): \$80.00 per hour

**Return Loads (trucking charge): Subject to charge from delivering freight line

**Smaller Quantities Available, Subject to Freight Differential of \$0.25/gal less than 5,000 gal

Containers available for smaller product amounts

"Tote" Containers (275 gallons size each) cost \$100.00 per container

"Drum" Containers (55 gallons size each) cost \$35.00 per drum

Containers are re-usable and can be rinsed out, brought back and re-filled at customer discretion

Containers priced individually and sold only with orders for material

Thank you and we look forward to serving all your emulsion needs!

pl2af14

SAMPLE CONTRACT

THIS AGREEMENT made this the 22nd day of August ,2022 by and between: See Note 1 Below.

1. _____ (a corporation organized and existing under the laws of the State of _____), **OR**
2. _____ (a partnership consisting of _____), **OR**
3. _____ (an individual trading as _____) hereinafter called the "Contractor" and TITUS COUNTY, Mt. Pleasant, Texas.

WITNESSETH, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish road materials and road oil including emulsions either picked up by County employees or delivered as requested by the commissioner for the ROAD IMPROVEMENT PROJECT of the American Rescue Plan Act, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by the Titus County Auditor.

Special Notes:

Note 1. Fill in applicable sections and strike out type of business organizations not applicable.

ARTICLE 2. The Contract Price. The County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of merchandise purchased at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as described in bid documents and billed on original invoices in compliance with bid rates.

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- | | |
|-------------------------------|---|
| a. This Agreement (pages 1-2) | f. General Conditions |
| b. Addenda, if any | g. Technical Specifications – Road Materials |
| c. Invitation for Bids | h. Technical Specifications – Road Oil & Emulsion |
| d. Instructions to Bidders | i. Bid Sheets signed by Contractor |
| e. Newspaper Notice | |

ARTICLE 4. Performance. Purchase of road materials and road oil/emulsions in accordance with the contract dated August 22, 2022 shall commence on or after September 1, 2022. The date of completion of all purchasing under this contract is August 31, 2023 unless extended by the contractor and County and approved by the Titus County Commissioners' Court in compliance with the requirements of the American Rescue Plan Act – Department of the Treasury.

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This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in *triplicate* original copies on the day and year first above written. (Note 2)

(The Contractor)

By _____ [Note 3]

Title

(County)

By ____

Title

Special Notes:

Note 2. The number of copies to be executed by the parties should be stated in the agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others.

Note 3. Supply a description of the Contractor (e.g., corporation, partnership or proprietorship).

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Corporate Secretary)