


JUL 14 2017

UPSHUR COUNTY, TEXAS
BY  DEPUTY

PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

BETWEEN UPSHUR COUNTY, TEXAS AND PANOLA COUNTY, TEXAS

This agreement is made this 10th day of July, 2017 between Upshur County, Texas and Panola County, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.035 of the Texas Government Code, and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract, furthermore, the governing bodies find that the performance of this contract is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

Panola County hereby makes, constitutes and appoints Upshur County its true and lawful purchasing agent for the purchase of Pug Milling with Material Resources, Inc. contract. Upshur County will forward a copy of requested Annual Contract for the requesting entity use. Panola County agrees that Upshur County shall serve as the purchasing agent for selected items and agrees that the bidding shall be conducted by Upshur County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

Panola County agrees that all specifications for selected items shall be determined by Upshur County.

III

Panola County agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill the Panola County directly for all items purchased, and Panola County shall be responsible for vendor's compliance with all

conditions of delivery and quality of the purchased items.

IV.

Panola County shall protect, defend, indemnify, and hold harmless Upshur County and its representatives, officers, directors, agents, employees, county commissioners, and county judges, etc., from and against any and all claims, demands and causes of action that arise out for are related to this agreement.

V.

Panola County Commissioners' Court is the official representative to act for Panola County in all matters relating to this agreement.

VI.

This agreement shall take effect upon execution by both signatories.

VII.

This agreement shall be in effect from the date of execution until terminated, by either party to the agreement, upon written thirty (30) days notice, prior to cancellation, from one party to the other.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

UPSHUR COUNTY

BY: Dean Fowler



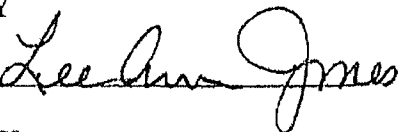
TITLE: County Judge

DATE:

7/14/17

PANOLA COUNTY

BY: Leeann Jones




TITLE: County Judge

DATE:

7-10-17

FILED
UPSHUR
COUNTY CLERK

JUL 14 2017

UPSHUR COUNTY, TX.
BY:  DEPUTY

Material Resources

The County of Upshur
State of Texas

Bid # RB07-17
For: Pug Milling
Bid opens date/time: January 31, 2017 @ 9:00 a.m.

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Form* are for your convenience in bidding the referenced products or services for Upshur County.

Sealed bids shall be delivered no later than:

Date/Time: January 30, 2017 @ 5:00 p.m.
Location: Upshur County Judge, 100 W. Tyler St, 3rd Floor County Courthouse,
PO Box 790, Gilmer, TX 75644
Mark Envelope: Bid-RB07-17 Pug Mill Mixing

Bids must be signed by a person having the authority to bind the vendor in a contract. Bids that are not signed will be rejected. Upshur County reserves the right to waive simple informalities in this Invitation to Bid.

Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract. Bids will be opened in the Upshur County Courthouse, 100 West Tyler St., 3rd Floor, Gilmer, Texas. You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person. Alterations may not be made to a bid once submitted, but a new bid may be submitted if the substitution occurs before the opening time. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Upshur County is aware of the time and effort expended in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and efficient as possible so that all responsible vendors can compete for the County's business.

Awards ordinarily will be made approximately two weeks after the bid opening date. To obtain results, or if you have any questions, please contact Andy Jordan, Road Administrator, at 903-843-7623.

Bid RB07-17
Pug Milling

FILED
JESSIE ROSS
COUNTY CLERK
2017 JAN 31 AM 10:39
UPSHUR COUNTY, TX

Important Notice! The State of Texas has enacted a new law that concerns Vendors doing business with local governments effective January 1, 2006. All Vendors must now register with Upshur County before they submit a bid or proposal. Please take the time to read the information on Conflict of Interest Disclosure provided below.

Conflict of Interest Disclosure

Beginning January 1, 2006, a new state law (Chapter 176 of the Local Government Code) requires all persons contracting, or negotiating to contract, or making a bid to sell goods or services, with or to Upshur County, to file a completed Conflict of Interest Questionnaire with the County Clerk. Failure to comply with this law is a criminal offense.

The form can be found at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

This law does not apply to certain court appointed persons such as attorneys, physicians, interpreters and the like. It is your responsibility to determine whether it applies to you.

Upshur County
County Clerk

The Clerk

This bid does not constitute an offer of insurance or any other financial product.

Upshur County
Bid # RB07-17 Pug Milling
Instructions/Terms of Contract

By order of the Commissioners Court of Upshur County, Texas, sealed bids will be accepted for:

Pug Milling

IT IS UNDERSTOOD that the Commissioners Court of Upshur County reserves the right to reject any or all bids for the products covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Upshur County.

BIDS MUST BE SUBMITTED on the forms included for that purpose in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

Bids should be clearly marked:
Bid # RB07-17 Pug Milling

RETURN SEALED BID TO the following address
January 30, 2017 not later than 5:00 p.m.

Upshur County Judge
100 W. Tyler Street 3rd Floor
P.O. Box 790
Gilmer, Texas 75644

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All Bids must be received in the County Judge's Office before the opening date and time.
The time stamp located in the County Judge's Office will be considered the official time
the bids are received.

Bid RB07-17
Pug Milling

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GENERAL REQUIREMENTS FOR SEALED 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 requests for Sealed Bids; however, these may be superseded, whole or in part, by the INSTRUCTIONS/TERMS OF CONTRACT. Be sure your bid package is complete.

ADDENDA

When specifications are revised, the Upshur County Road Administrator will issue an addendum addressing the nature of the change. Bidders must sign it and include it in the returned bid package.

ASSIGNMENT

The successful bidder may not assign, sell or otherwise transfer this contract without written permission of Upshur County Commissioners Court.

AWARD

Upshur 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 bidder, to reject any or all Sealed Bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the County Judge of his intent to appear.

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 Checks are not acceptable.

CONTRACT OBLIGATION

Upshur County Commissioners Court must award the contract before it becomes binding on Upshur County or the bidder. Department heads are **NOT** authorized to sign agreements for Upshur County. This contract is bound when accepted by Commissioners Court. 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 Upshur County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

DISQUALIFICATION OF BIDDER

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

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the specifications) 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 contractor from the using department without penalty of any kind or form to Upshur County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

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, Upshur County's interpretation shall govern.

Bid RB07-17
Pug Milling

GOVERNING LAW

This request for bid is governed by the competitive bidding 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 Upshur County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

HOLD HARMLESS AGREEMENT

The successful bidder shall indemnify and hold Upshur County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Bidder shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Upshur 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 a bidder 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.

INVOICES AND PAYMENTS

Bidders shall submit an original invoice on each purchase order after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder 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 bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Upshur County Treasurer'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.

MAINTENANCE

Maintenance required for equipment proposed should be available in Upshur County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery information. If Upshur 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", a bidder 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 bidder to furnish this documentation will be cause to reject any bid applying thereto.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

BID COMPLETION

Fill out and return ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized company representative should sign the Bid Sheet. Completion of these forms is intended to verify that the bidder has submitted the bid, is familiar with its contents and has submitted the material in accordance with all requirements.

BID RETURNS

Bidders must return all completed Sealed Bids to the office of the Upshur County Judge at the time and on the date specified. Late Sealed Bids will not be accepted.

Bid KB07-17
Pug Milling

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PURCHASE ORDER AND DELIVERY

The successful bidder shall not deliver products or provide services without a Upshur County Purchase Order. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid document. 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. 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 Upshur County without prejudice to other remedies provided by law. Where delivery times are critical, Upshur County reserves the right to award accordingly.

SCANNED OR RE-TYPED RESPONSE

If in its response, bidder either electronically scans, re-types, or in some way reproduces the County's published bid package, then in the event of any conflict between the terms and provisions of the County's published bid package, or any portion thereof, and the terms and provisions of the response made by bidder, the County's bid package *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

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 proposed.

SUPPLEMENTAL MATERIALS

Bidders 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 bidder 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

Upshur County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Upshur 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 Upshur County Road & Bridge Department.

TERM CONTRACTS

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

TERMINATION

Upshur County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Upshur 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 Upshur County's satisfaction and/or to meet all other obligations and requirements. Upshur County may terminate the contract without cause upon thirty- (30) days written notice. Upshur County reserves the right to award any canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

TESTING

Upshur County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

Bid RB07-17
Pug Milling

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WAIVER OF SUBROGATION

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

WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder 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, Upshur County may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, Upshur County may correct at the bidder's expense.

**Upshur County
Bid RB07-17 Pug Milling
Instructions/Terms of Contract**

Upshur County is requesting bids on Pug Milling. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

Delivery: Bid price must include all costs, freight, FOB destination and delivery based on delivery to Upshur County. Delivery must be made on a weekday, Monday through Friday between 7 am and 2 pm.

Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Upshur County shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Upshur County Commissioners Court reserves the right within its sole discretion to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate their responsibility and meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics, and;
5. Be otherwise qualified and eligible to receive and award.

Upshur County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed on the previous page.

Upshur County
Bid RB07-17 Pug Milling
Instructions/Terms of Contract

NOTICE OF INSURANCE SECTION

Please Read Carefully

Insurance Requirements: Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have a B+ rating or better.

- Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.
- Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per occurrence each accident/ \$500,000 by disease per occurrence/ \$500,000 by disease aggregate.
- Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Upshur County requires it to be named in the required certificates evidencing insurance coverage, as an additional insured by endorsement. This coverage shall include a Waiver of Subrogation in favor of Upshur County, Texas.

Upshur County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Upshur County, Texas through its County Road Administrator, Andy Jordan, PO Box 730, Gilmier, Texas 75644, thirty (30) days written notice of same.

Upshur County
Bid RB07-17 Pug Milling
Instructions/Terms of Contract

Termination for Default: Upshur County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default. Upshur County reserves the right to terminate the contract immediately and without prior notice in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise fails to perform in accordance with these specifications.

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Upshur County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the U.S. mail in Gilmer, Texas, with sufficient 1st class postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Purchase Order: Successful bidder shall be required by this agreement to clearly and plainly reference a valid Upshur County Purchase Order number on the face of each and every invoice tendered for payment. Failure to reference a valid Upshur County Purchase Order, as herein required, shall be considered sufficient cause for Upshur County to deny payment of said claim. Upshur County shall not be obligated for products or services delivered without prior authorization via purchase order.

Invoices: Payment will be made from original vendor invoices only. Invoices shall show all information as stated above and mailed directly to the Upshur County Auditor's Office, PO Box 730, Gilmer, Texas 75644.

Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the Texas Government Code, Section 2251.021. Each Successful bidder is required to pay all its subcontractors within ten (10) days.

Items supplied under this contract will be subject to the County's approval. Items found not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition without cost or liability.

Warranty: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and all written warranties as well as all implied warranties as shown in the Uniform Commercial Code, and shall be free from all latent and patent defects in material, workmanship and title.

Venue: This agreement and any dispute related hereto will be governed and construed according to the laws of the State of Texas and venue shall be fixed in Upshur County, Texas.

Any questions concerning this Invitation to Bid and Specifications should be directed to Andy Jordan, Upshur County Road Administrator, at 903-843-7623.

Bid RB07-17
Pug Milling

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Upshur County
Bid # RB07-17 Pug Milling
Specifications

Scope:

It is the intent of Upshur County, Texas to purchase, through the competitive bidding process, Pug Milling, for use in Road and Bridge applications. The bid will be effective starting March 1, 2017 and expiring February 28, 2018 with the option to renew for two (2) additional years contingent upon both parties, but can be canceled by either party upon giving thirty (30) days written notice to the other party.

Award Of Contract:

The "PRICE PER UNIT" shall be used to determine the low bidder. Upshur County reserves the right to reject any or all bids. Upshur County reserves the right to award this bid to multiple vendors.

Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive, not restrictive.

Specifications/Minimum Requirements for Pug Milling
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1. **Description:** This specification shall govern the processing of RAP and Sand in determined percentages by crushing, screening, sizing and the addition of refined Road Oil to RAP and Sand mixture thru pug mill.
2. **Materials:** The RAP and sand or other aggregates shall be supplied by the County. Refined Road Oil shall be used for blending with RAP and sand.
 - a. The amount of road oil shall be determined by mix design. The amount of sand shall be determined by mix design, based on the specific end use. For proposalding purposes 3% road oil shall be used.
 - b. RAP shall be screened and/or crushed to 1 inch max. size prior to mixing in pug mill with sand and road oil.
 - c. If 100% sand mix is used for Proposalsding purposes use 6.5% road oil.
3. **Equipment:** All equipment for processing materials shall be maintained in good repair and operating conditions.
 - a. A material sizing unit shall include 1 power screen and 1 crusher each separate from the other, for the purpose of blending crushed oversized RAP in proper percentages with screened RAP.
 - b. Pug Mill shall be equipped with digital belt scales for continuous weighing of pulverized and sized RAP material, along with sand. The asphalt metering device shall be capable of automatically adjusting the asphalt flow. Metering device shall deliver amount of road oil to within plus or minus 0.2 percent of the required amount by weight of RAP and sand. Digital readings shall be displayed for both asphalt flow rate, and total amount of RAP and sand. Meter shall also display amount of asphalt used at all times. Pug mill shall have a minimum rate of 200 tons per hour.

4. **Cold Feed Bins:** Pug mill shall have 2 cold feed bins. The 1st bin used for RAP and the 2nd bin used for sand. Conveyors from bins shall deposit RAP and sand at various rates determined by mix design and County. Digital belt scales shall be used by each cold bin to assure proper proportioning of RAP and sand. Digital reading shall be verified on each material prior to mixing. For proposalling purposes and 80% RAP and 20% sand mixture shall be maintained during mixing process.

Payment: Payment shall be made by the ton for processed material. The actual quantity of processed material shall be determined either by certified scales or by accumulating the weight belt reading after each run. The weight of Road Oil used in the process will be determined from shipping invoices provided by the Road Oil supplier.

Bidding and Award of Contract

Quantities shown are approximate. Upshur County reserves the right to increase or decrease the quantities, to reject material not meeting specifications, to award separate contracts on each of the base bids, and to award contracts to more than one bidder. Upshur County will procure the road material(s) covered by this bid package on any particular instance from the vendor whose price is most economical to Upshur County.

Escalation and De-escalation Policy

It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their price to the vendor; however, the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendor's product supplier. **The vendor shall provide notice to the County at least two (2) days in advance of any increase in the unit price bid. The two-(2) day period shall begin upon receipt of the notice by the County Engineer.** Upshur County reserves the right to cease purchase of the product, purchase from the secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.

Bid for Pug Milling

Upshur County is requesting bids for Pug Milling as described in the foregoing specifications. Without change in the unit price, it is expressly understood that the total quantity indicated on this bid form is only an estimate.

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

Description of items	F.O.B Point	Price Per Ton
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Bid price includes furnishing Pug Mill, Loader, Radial Stacker, and operators for all equipment. Price includes mix design and lab work with county materials. Price Bid for mixing oil/sand per ton:

	Sand Pit	\$ <u>7.10</u>
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If RAP is incorporated into pug mill mixing an additional cost will be applied based on required equipment needs. Example: Screen Crusher, Additional Loader, and amount of RAP to be incorporated into mix. The additional equipment will be based on County approval and requirements. Price bid for asphalt milling per ton:

	Sand Pit	* \$ <u>10.50</u>
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* Not to exceed
Based on required
Equip.

Material Resources, Inc. 72131866Z
 Firm Submitting Bid Federal ID Number
 P.O. Box 1183
 Address
 Port Allen, LA, 70767
 City, State, Zip
 Steve Casto Steve@materialresources.org
 Name and Title of Individual Submitting Bid E-Mail Address
 225-267-6464 225-383-0975
 Telephone Number Fax Number
 Signature of Authorized Representative *Steve Casto*

References:

List three (3) companies or governmental agencies where these commodities have been provided:

1. Name: Limestone City
 Address: Grossbeck, TX. Phone No. 254-747-0164
 Contact person: Ted Kantor Title Engr.
2. Name: Cherokee City
 Address: Alto, TX. Phone No. 903-721-3025
 Contact person: Steven Norton Title Comm.
3. Name: Cherokee City
 Address: Jacksonville, TX. Phone No. 903-571-6249
 Contact person: Byron Underwood Title Comm.

Signature Page

As permitted under Article 4413(32c) V.A.C. other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e. piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Upshur County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Proposer be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions:..... Yes No

This Proposal shall remain in effect for ninety(90) days from Proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this Proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions in the invitation for Proposal, conditions of Proposals, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with and other Proposer, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other Proposer or to any other person(s) engaged in this type of business prior to the official opening of this Proposal. And further, that neither the Proposer nor their employees nor agents have been for the past six(6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to Proposal or not to Proposal thereon.

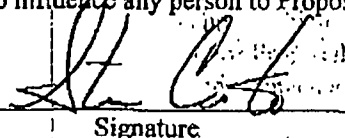
Material Resources, Inc.
Proposer (Entity Name)

P.O. Box 1183
Street & Mailing Address

Port Allen, LA 70767
City, State & Zip

225-267-6464
Telephone Number

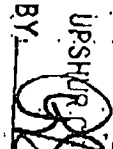
steve@materialresources.org
E-mail Address


Signature

Steve Casto
Printed Name

1-23-17
Date Signed

225-383-0975
Fax Number

FILED
TERRI ROSS
2017 JAN 31 AM 10:33
BY: 
UPSHUR COUNTY, TX
Entity

Bid RB07-17
Pug Milling



4323 N. River Rd, Port Allen, LA 70767

Office: 225-267-6464 Fax: 225-383-0975

www.materialresources.org

To: Robert Underwood
robert@underwoodlawoffice.net
903-754-1335

From: Steve Casto

Re: Pug Mixing oil Sand Panola Cty

- 1. We will have our insurance send Panola Cty an additional insured certificate. We will need Panola Cty address to include on certificate.**
- 2. Based on the Upshur Bid, mixing only sand no screening or crushing of aggregates price will be \$7.10 per ton. If (Rap) is incorporated and Panola Cty requires the Rap to be screened, the price will be \$9.85 per ton. If Panola Cty requires the Rap to be screened and oversize crushed the price will be \$10.50 per ton. These prices are based on finished material.**

- 3. The pug mill will have a beltway belt scale system that will record and show the tons of material crossing the belt into the pug mixer. The beltway system is used to record the finished tons of material produced, and make sure the proper blend of aggregate and asphalt is incorporated into the mix. The amount of material produced will include the tons of aggregate with the addition of asphalt added to the material.**
- 4. The asphalt will be supplied by Panola Cty, and each ticket will have a scale ticket from the supplier. The amount of asphalt (road oil) in most cases is around 25 tons or approx.. 6000 gallons. The pug mill has an asphalt meter that records the total gallons from each load.**

If you have any question please feel free to give me a call , Thanks. Steve Casto

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:
2017-244896

Date Filed:
08/03/2017

Date Acknowledged:

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

Material Resources, Inc.
Port Allen, LA United States

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

Panola 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.

2017-18
Pug Mill Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Steve Casto, President	Port Allen, LA	25%	
	Ryan Casto, Operations Manager	Port Allen, LA	25%	
	Darren Moore, V. Pres.	Port Allen, LA	25%	
	Cass Moore, Sec. Tres.	Port Allen, LA	25%	

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 STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Steve Casto, this the 7th day of Aug, 2017, to certify which, witness my hand and seal of office.

[Handwritten Signature]
Signature of officer administering oath

ERICKA H. GEORGE
NOTARY PUBLIC NO. 60472
STATE OF LOUISIANA
PARISH OF IBERVILLE

Printed name of officer administering oath: Ericka H. George
My Commission Expires: For Life
Title of officer administering oath