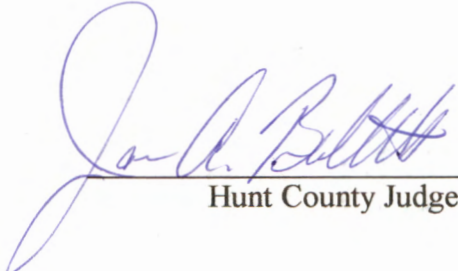


**COMMISSIONERS COURT**  
**SPECIAL SESSION**  
*January 28, 2005*

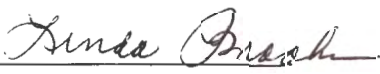
The Hunt County Commissioners Court met this day at 9:00A.M. for a Special Session. All Commissioners were present with Judge Joe Bobbitt presiding.

**9346** On the motion by Ralph Green, second by Phillip Martin, the Court accepted both bids received for Recycled Asphalt hauling with various Pcts or to the County barns. *See Attachment.* Bids on file in Personnel Office.

\_\_\_\_\_ Court Adjourned at 9:10A.M. Minutes approved this 14 day of February, 2005.

  
\_\_\_\_\_  
Hunt County Judge

Attest:

  
\_\_\_\_\_  
Hunt County Clerk



MARILYN L. GREEN  
PERSONNEL/LOSS CONTROL DIRECTOR  
P.O. BOX 1097  
GREENVILLE, TX 754031097

# 9346  
FILED FOR RECORD  
at 2:30 o'clock P M

JAN 28 2005

LINDA BROOKS  
County Clerk, Hunt County, Tex.  
By *L. Brooks*

FILE COPY

HUNT COUNTY

TELEPHONE (903) 408-4148  
FAX (903) 408-4291  
[www.huntcounty.net](http://www.huntcounty.net)

January 28, 2005

Gandy's Transport, LLC  
106 Idle Creek Lane  
DeSoto, TX 75115

Attn: Johnny Gandy

Please be advised that the Hunt County Commissioners' Court has accepted your bid for Recycled Asphalt Hauling for \$.098/Ton/Mile for Precinct 1.

If you have any questions or concerns, please contact the Personnel Office at (903) 408-4148.

Sincerely,

*Marilyn L. Green*

Marilyn L. Green  
Personnel/Loss Control

JAN-18-2005 08:44

HUNT CO. PERSONNEL

P.01/13

**HUNT COUNTY****MARILYN LGREEN**

PERSONNEL/LOSS CONTROL DIRECTOR  
P.O. BOX 1097  
GREENVILLE, TX 754031097  
[www.huntcounty.net](http://www.huntcounty.net)

TELEPHONE (903) 408-4148  
fax (903) 408-4291

January 14, 2005

To Whom It May Concern:

Attached please find a bid for hauling of Recycled Asphalt. It from a specific location to that county barn.

The bid states that belly dumps are needed. In some pct's belly dumps are not needed.

Please look at the location of the pct barn. If you should have any questions concerning a barn, please call it.

Pct #1 903-568-4522

Pct #2 903-527-3181

Pct #3 903-662-5332

Pct #4 903-886-6321

Barn 2-3 open at 7am so someone will answer before 7am. Barn 1-4 open at 8am so someone will answer before 8am.

If you should have any additional questions after reading the bid please give me a call.

A handwritten signature in cursive script, reading "Marilyn L. Green".

Marilyn L. Green  
Hunt County

JAN-18-2005 08:44

HUNT CO. PERSONNEL

P.02/13

January 13, 2005

Herald Banner  
Classified Department  
Greenville, TX 75403

Dear Classified Department:

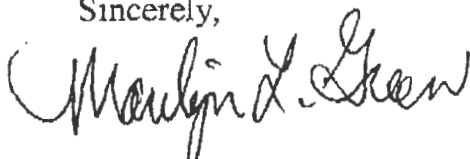
Please run the following ad in your paper on Friday January 14, 2005 and Friday January 21, 2005.

**RECYCLED ASPHALT HAULING**

The Hunt County Commissioners Court will accept bids for Recycled Asphalt Hauling on Friday, January 28, 2005 at 9:00 am in the Hunt County Commissioners Court Room at the Hunt County Courthouse. Specifications may be obtained in the Personnel/Loss Control Office, Room 102. Return bids to the same office. The court reserves the right to reject any and all bids.

*Please make this as a box ad under the legal section*

Sincerely,



Marilyn L. Green  
Personnel/Loss Control  
Hunt County 408-4148  
Fax # 408-4291

JAN-18-2005 08:44

HUNT CO. PERSONNEL

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**BEFORE ANY BID IS ACCEPTED**  
**THE COMPANY NEEDS TO HAVE THEIR GENERAL LIABILITY AND**  
**WORKERS COMP INSURANCE CERTIFICATE INCLUDED.**

**HUNT COUNTY, TEXAS**  
**INVITATION FOR BID**

**SUBMIT BIDS TO:**

Hunt County Personnel Office  
1<sup>ST</sup> Floor Room 102  
Hunt County Courthouse  
2500 Lee Street  
Greenville, Texas 75401

**SUBMIT NO LATER THAN:**

January 28, 2005 10:00 am

**MARK ENVELOPE: Recycled asphalt hauling**

**ALL BIDS MUST BE RECEIVED BY HUNT COUNTY PERSONNEL OFFICE**  
**BY THE OPENING DATE AND TIME**

Public opening of bids is  
scheduled to be held in  
Commissioners Court Room,  
2<sup>nd</sup> Floor, Hunt County  
Courthouse, 2500 Lee St.,  
Greenville, Texas

Hunt County is always conscious  
and extremely appreciative of  
your time and effort in preparing  
this bid. Requests for information  
should be directed to:

If bidder does not wish to  
submit a bid at this time,  
please submit a "NO BID" by  
the same time and at the same  
location as stated above and  
state reasons for such.

Marilyn L. Green  
Hunt County Personnel  
2500 Lee St./Room 102  
Greenville, Texas 75401  
Phone: (903) 408-4148

JAN-18-2005 08:44

HUNT CO. PERSONNEL

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Awards should be made not more than ninety (90) days after opening date.

RESULTS WILL NOT BE GIVEN BY TELEPHONE

#### TABLE OF CONTENTS

1.0	General Instructions
2.0	Terms of Contract
3.0	Insurance Requirements
4.0	Special Conditions and Specification
5.0	Information/Profile/References
6.0	Bid Forms
7.0	Signature

#### 1.0 GENERAL INSTRUCTIONS

1.1 It is understood that the Commissioners' Court of Hunt County, Texas reserves the right to accept or reject any/or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Hunt County or allowed under Texas Local Government Code.

1.2 It is requested that bidder provide one (1) original and four (4) copies in a sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract.

1.3 Hunt County Personnel Office shall note the official time of receipt. Bids received in County Personnel office after submission deadline shall be returned unopened and will be considered void and unacceptable

1.4 Any alterations made prior to opening date and time must be initialed by the signer of the bid, guaranteeing authenticity. Bids cannot be altered or amended after submission deadline.

1.5 A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91<sup>st</sup>) day following the date of bid opening and only prior to award.

1.6 No oral, telegraphic or facsimile bids will be considered.

1.7 Hunt County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

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HUNT CO. PERSONNEL

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1.8 Any interpretation, corrections and changes to this invitation For Bid and Specifications or extensions to the opening/receipt date will be made by an addends to bid by the Hunt County Personnel. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the bid opening. Those received at later date may not be addressed prior to bid opening. Sole Authority to authorize addends shall be vested in Hunt County Personnel as entrusted by the Hunt County Commissioners' Court. Addends will be mailed certified with return receipt or faxed to all who are known to have received a copy of the Invitation For Bid/Specifications. Bidders shall acknowledge receipt of all addenda.

1.9 All services shall be subject to Hunt County Approval.

1.10 Hunt County reserves the right to award bid in whole or in part as it deems to be in the best interest of the County and as permitted by law. In addition, Hunt County reserves the right to accept or to reject all bids. It is the intention of Hunt County to award the contract to at least two (2) and possibly more service providers for each County precinct. Each precinct shall have a "primary service provider" and at least one "alternate provider" for the services described herein. The alternate provider(s) shall be called upon to provide services only in the event that the primary service provider is unable or unwilling to meet the delivery deadlines set by the County. Hunt County reserves the right to request the services of whichever service provider the County deems to be in the County's best interests under the then prevailing circumstances, conditions and/or needs of the County.

1.11 Minimum Standards For Responsible Prospective Bidders:

A prospective bidder must meet the following minimum requirements:

- A. have adequate financial resources, or the ability to obtain such resources as required.
- B. have, in the sole discretion and judgment of Hunt County, adequate equipment on hand (or readily available upon short notice) to allow the bidder to be able to meet the needs of Hunt County, in view of the bidders existing and anticipated commitments.
- C. be able to comply with the required or proposed delivery schedule;
- D. have a satisfactory record of performance;
- E. have a satisfactory record of integrity and ethics;
- F. be otherwise qualified and eligible to receive an award.

Hunt County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

## 2.0 TERMS OF CONTRACT

- 2.1
  - A. Bidder refers to submitter.
  - B. Provider refers to successful bidder(s) or contractor(s), and any alternate providers.

2.2 This bid, when properly accepted by Hunt County, shall constitute a contract equally binding between the provider(s) and Hunt County. No different or additional terms will become part of this contract with the exception of a written change order properly authorized and executed by Hunt County.

2.3 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. Hunt County Agent will make all change orders to the contract in writing.

2.4 No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local government Code Title 5, Subtitled C, Chapter 171.

2.5 Bids and bidders must comply with all federal, state, county and local laws concerning this type of services and the fulfillment of all ADA (Americans With Disabilities Act) requirements.

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



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2.7 Any and all driver(s) used by Provider(s) shall be fully licensed and shall meet any and all requirements of the State of Texas and/or the United States for such employment. Failure to follow to abide by any state or federal law shall be grounds for immediate termination of the contract.

2.8 Provider(s) shall defend, indemnify and save harmless Hunt County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the Provider(s), or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Provider(s) shall pay any judgment with cost, which may be obtained, against Hunt County growing out of such injury or damages, including attorney's fees incurred by or awarded against Hunt County, if any.

2.9 This contract shall remain in effect until any of the following occurs: contract expires; terminated by either party with a thirty (30) days written notice prior to cancellation, which notice must state therein the reason for such cancellation; and/or breach or default of contract in the event the provider(s) fails to meet delivery or completion schedules, or otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to obtain the services elsewhere and charge the full increase in cost and handling to the defaulting vendor.

2.10 Hunt County Personnel Office shall serve as Contract Administrator or shall supervise agents designated by the Hunt County Commissioners' Court.

2.11 The price indicated in the bid shall be the complete price of delivery and all associated services, and no adjustments or additions shall be made without the express written consent and authorization of Hunt County.

2.12 Bidders taking exception to the specifications shall do so at their own risk. By offering substitutions, bidder shall state these exceptions in the section provided or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated herein. Hunt County Commissioners' Court reserves the right to accept or reject any of the exception(s)/substitution(s) deemed to be in the best interest of the County.

2.13 Provider(s) shall notify the Personnel Office immediately if delivery schedule required by Hunt County cannot be met. If delay is foreseen, the vendor shall give immediate notice to the Personnel Department and to the appropriate County Commissioner.

2.14 Invoices shall be mailed directly to the Hunt County Auditor's Office, P.O. Box 1097, Greenville, Texas 75403-1097. All invoices shall show:

- A. Name and address of vendor;
- B. Detailed breakdown of all charges for the service(s), including dates of delivery, mileage of each delivery, and the appropriate precinct or location of delivery.
- C. No statement will be accepted for payment of claim purposes.

2.15 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitled F, Chapter 225.

2.16 The Provider(s) shall protect the County from any and all claims made as a result of the services performed hereunder.

2.17 The laws of the State of Texas will govern this contract, and jurisdiction and venue of any disputes between Hunt County and Purchaser(s) shall lie in a court of competent jurisdiction in Hunt County, Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect.

2.18 The Provider(s) shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written approval from Hunt County Commissioners' Court.

2.19 Silence of any part of the specification shall be considered as meeting the stated specifications.

2.20 All items with a time-based component procured through this contract shall be year 2000+ operational.



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### 3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the Provider(s) shall be required, at its own expense, to furnish the Hunt County Personnel Dept. with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

A. 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/operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

B. Workers Compensation insurance at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512) 440-3789.

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

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

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

2) The contractor shall provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3) The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the government entity showing that coverage has been extended.

5) The contractor shall obtain from each person providing services on a project, and provide to the government entity.

a) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and work on the project; and

b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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6) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

7) The contractor shall notify the government entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project;

b) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

c) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

d) obtain from each other person with whom it contracts, and provide to the contractor;

1) certificate of coverage, prior to the other person beginning work on the project; and

2) a new certificate extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

f) notify the government entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

g) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

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

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11) The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the government entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the government entity.

C. Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

D. Professional Liability Insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurance's provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Hunt County.

3.3 With reference to the foregoing insurance requirements, the vendor shall endorse applicable insurance policies as follows:

A. A waiver of subrogation in favor of Hunt County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

B. the vendor's insurance coverage shall name Hunt County as additional insured under the General Liability policy.

C. All insurance policies shall be endorsed to require the insurer to immediately notify Hunt County of any decrease in the insurance coverage limits.

D. All insurance policies shall be endorsed to the effect that Hunt County will receive at least thirty (30) days' notice prior to cancellation, non-renewal or termination of the policy.

E. All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

A. A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

A. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

B. Shall set forth the notice of cancellation or termination to Hunt County.

#### 4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 Authorization: by order of the Commissioners' Court Hunt County, Texas sealed bids will be received for RECYCLED ASPHALT HAULING.

4.2 Purpose: the intended use/purpose for this Invitation For Bid is to haul asphalt for county roads. Bids shall be taken for each precinct, and shall be awarded by precinct.

4.3 Term: Provide for an annual contract commencing on the date of the award and continuing for a one (1) year period. Regardless of the foregoing, Hunt County hereby reserves the right to immediately terminate the contract should Hunt County, in its sole discretion, determine that Provider(s) are or have become unwilling or unable to provide the services required by the contract in a reasonable and timely manner.

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HUNT CO. PERSONNEL

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4.4 Funding: Funds for payment have been provided through the Hunt County budget approved by the Commissioners' Court for this fiscal year only. State of Texas status prohibits the County from any obligation of public funds beyond the fiscal year for which a budget has been approved.

4.5 Price Reduction: If during the life of the contract, the vendor's net prices to its other customers for the same services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

4.6 Delivery Time: Provider(s) shall complete services at the ordering entity's designated location within 1 calendar days, or within such other time specified by Hunt County. It is understood and agreed that time shall be of the essence in this contract, and that Hunt County's need hereunder shall not be of a fixed nature. It is further understood and agreed that, should the primary Provider be unable or unwilling to provide the hauling services called for in this contract within the exact time frame specified by Hunt County, Hunt County shall have the immediate and unconditional right to seek the services from any alternate provider(s).

4.7 Delivery Location: Locations for delivery and installation will be stated on each ordering entity's purchase order. Delivery shall include all associated labor, and shall be included in the bid price.

4.8 Testing: Testing may be performed at the request of Hunt County, by an agent so designated by the County, without expense to Hunt County.

4.9 Hauling shall be provided on an as needed basis.

4.13 Specifications: \*\*\*requires input from using department for specific requirements\*\*\*

#### 5.0 INFORMATION/PROFILE/REFERENCE

5.1 Preferential Requirement: The County of Hunt, as a government agency of the State of Texas, may not award a contract to a nonresident's bid if lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

- A. Is your principal place of business in the State of Texas? ☒ Yes ☐ No.  
 B. If the answer to question 1 is "yes", no further information is necessary; if "no", please indicate:  
 1) in which state is your principal place of business is located \_\_\_\_\_  
 2) if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: ☐ Yes ☐ NO  
 3) if "yes, what is that dollar increment or percentage? \_\_\_\_\_

5.2 Company Profile: IS YOUR FIRM?(Please circle one)

- A. SOLE PROPRIETORSHIP ☐ YES ☐ NO  
 B. PARTNERSHIP ☐ YES ☐ NO  
 C. CORPORATION ☒ YES ☐ NO

LIST LEGAL NAMES IN COMPANY: Grandy's Transport L.L.C.

5.3 References: List at least three (3) companies or government agencies where these same/like products/services of producing statements, as stated herein, have been provided.

1. Company Name M E Crew Materials  
 Contact Person: infield Title owner  
 Address: PO Box 9  
 City/State/Zip Telephone, Tx. 75488



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HUNT CO. PERSONNEL

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- Telephone No.: (903) 664-4402 Fax No. (903) 664-2331
2. Company Name: Eagle Transportation  
 Contact Person: Paul Madewell Title owner/mgr.  
 Address: 4401 N. I. 35  
 Telephone No.: (940) 243-3100 Fax No. (940) 383-0097  
 City/State/Zip Denton, TX. 76207
3. Company Name: Higgins Trucking Inc.  
 Contact Person: Johnny Higgins Title owner  
 Address: 362 Oaks Trail Ste. #170  
 Telephone No. (972) 203-3469 Fax No. (972) 203-2362  
 City/State/Zip Garland, TX. 75043

6.0

## BID FORM(S)

BY SIGNING AND SUBMITTING THIS BID, BIDDER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS, AND CAN PROVIDE THE MINIMUM REQUIREMENTS STATED HEREIN AND CERTIFIES THIS BID HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER BIDDER OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE

Prices bid shall only be considered if they are provided in the appropriate space(s) on the bid form. For consideration, any additions or deductions to the bid prices offered must be shown under the exceptions section of the bid. Extraneous numbers, prices, comments, etc. appearing elsewhere on the bid shall be deemed to have no effect on the prices offered in the designated locations.

ITEM DESCRIPTION	UNIT PRICE
------------------	------------

HAULING RATE PER TON PER MILE FROM PIT LOCATION TO COUNTY BARN. PITT LOCATION IS: 1165D MOSIER VALLEY ROAD, FORT WORTH, TEXAS 76040  
 PHONE 817-540-3055 1/4 MILE WEST OF HWY 157 ON MOSIER VALLEY ROAD.

HAULING PER TON MILE TO CENTER OF JOB USING BELLY DUMP TRAILERS

CELESTE, TX PCT #1	\$ <u>0.98</u> /TON/MILE
CADDO MILLS, TX PCT #2	\$ <u>N/A</u> /TON/MILE
LONE OAK, TX PCT #3	\$ <u>N/A</u> /TON/MILE
COMMERCE, TX PCT #4	\$ <u>N/A</u> /TON/MILE

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HUNT CO. PERSONNEL

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For the purposes of this bid and award, each precinct shall be considered separately. Each precinct shall designate a primary Provider and alternate providers in the order in which they are to be contacted by that precinct. The primary Provider for one precinct may not and need not be the same as that of the other precincts.

As permitted under Article 4413 (32c) V.A.C.S., other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from Hunt County and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Hunt County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ☒ YES ☐ NO

Exceptions to Bid: N/A

#### 7.0 SIGNATURE

##### TYPE OR PRINT

Gandy's Transport LLC  
FIRM NAME

Johnny Gandy / owner  
AUTHORIZED REPRESENTATION & TITLE  
FAX: (972) 274-2102

106 Idle Creek Lane  
STREET ADDRESS and/or P.O. BOX NO.

PHONE: (972) 223-5306  
MOBILE: (972) 337-3733

Desoto, Tx. 75115  
CITY/STATE ZIP CODE

Johnny Gandy 1-18-05  
SIGNATURE DATE

ATTN: Direct calls & Questions  
to John Blanton, manager  
of Gandy's Transport LLC.  
Bus. # (972) 365-1341  
Fax # (972) 274-5420





# 9346  
**FILED FOR RECORD**  
 at 3:30 o'clock P M  
 JAN 28 2005  
 LINDA BROOKS  
 County Clerk, Hunt County, Tex.  
 By L. Brooks

FILED

HUNT COUNTY

MARILYN L. GREEN  
 PERSONNEL/LOSS CONTROL DIRECTOR  
 P.O. BOX 1097  
 GREENVILLE, TX 754031097

TELEPHONE (903) 408-4148  
 FAX (903) 408-4291  
[www.huntcounty.net](http://www.huntcounty.net)

January 28, 2005

JTM Materials, Inc.  
 PO Box 2496  
 Denton, TX 76202

Attn: Lynn Johnson

Please be advised that the Hunt County Commissioners' Court has accepted your bid for Recycled Asphalt Hauling for \$.1188/Ton/Mile for Precinct 1, \$.1296/Ton/Mile for Precinct 2, \$.1188/Ton/Mile for Precinct 3, and \$.1164 for Precinct 4.

If you have any questions or concerns, please contact the Personnel Office at (903) 408-4148.

Sincerely,

*Marilyn L. Green*

Marilyn L. Green  
 Personnel/Loss Control

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**BEFORE ANY BID IS ACCEPTED**

**THE COMPANY NEEDS TO HAVE THEIR GENERAL LIABILITY AND**

**WORKERS COMP INSURANCE CERTIFICATE INCLUDED.**

**HUNT COUNTY, TEXAS**  
**INVITATION FOR BID**

**SUBMIT BIDS TO:**

Hunt County Personnel Office  
1<sup>ST</sup> Floor Room 102  
Hunt County Courthouse  
2500 Lee Street  
Greenville, Texas 75401

**SUBMIT NO LATER THAN:**

January 28, 2005 10:00 am

**MARK ENVELOPE: Recycled asphalt hauling**

**ALL BIDS MUST BE RECEIVED IN COUNTY PERSONNEL OFFICE  
BEFORE OPENING DATE AND TIME**

Public opening of bids is  
scheduled to be held in  
Commissioners Court Room,  
2<sup>nd</sup> Floor, Hunt County  
Courthouse, 2500 Lee St.,  
Greenville, Texas

Hunt County is always conscious  
and extremely appreciative of  
your time and effort in preparing  
this bid. Requests for information  
should be directed to:

If bidder does not wish to  
submit a bid at this time,  
please submit a "NO BID" by  
the same time and at the same  
location as stated above and  
state reasons for such.

Marilyn L. Green  
Hunt County Personnel  
2500 Lee St./Room 102  
Greenville, Texas 75401  
Phone: (903) 408-4148

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Awards should be made not  
more than ninety (90) days  
after opening date.

RESULTS WILL NOT BE GIVEN BY TELEPHONE

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- 1.0 General Instructions
- 2.0 Terms of Contract
- 3.0 Insurance Requirements
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- 7.0 Signature

### 1.0 GENERAL INSTRUCTIONS

1.1 It is understood that the Commissioners' Court of Hunt County, Texas reserves the right to accept or reject any/or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Hunt County or allowed under Texas Local Government Code.

1.2 It is requested that bidder provide one (1) original and four (4) copies in a sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract.

1.3 Hunt County Personnel Office shall note the official time of receipt. Bids received in County Personnel office after submission deadline shall be returned unopened and will be considered void and unacceptable

1.4 Any alterations made prior to opening date and time must be initialed by the signer of the bid, guaranteeing authenticity. Bids cannot be altered or amended after submission deadline.

1.5 A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91<sup>st</sup>) day following the date of bid opening and only prior to award.

1.6 No oral, telegraphic or facsimile bids will be considered.

1.7 Hunt County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

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1.8 Any interpretation, corrections and changes to this invitation For Bid and Specifications or extensions to the opening/receipt date will be made by an addends to bid by the Hunt County Personnel. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the bid opening. Those received at later date may not be addressed prior to bid opening. Sole Authority to authorize addends shall be vested in Hunt County Personnel as entrusted by the Hunt County Commissioners' Court. Addends will be mailed certified with return receipt or faxed to all who are known to have received a copy of the Invitation For Bid/Specifications. Bidders shall acknowledge receipt of all addenda.

1.9 All services shall be subject to Hunt County Approval.

1.10 Hunt County reserves the right to award bid in whole or in part as it deems to be in the best interest of the County and as permitted by law. In addition, Hunt County reserves the right to accept or to reject all bids. It is the intention of Hunt County to award the contract to at least two (2) and possibly more service providers for each County precinct. Each precinct shall have a "primary service provider" and at least one "alternate provider" for the services described herein. The alternate provider(s) shall be called upon to provide services only in the event that the primary service provider is unable or unwilling to meet the delivery deadlines set by the County. Hunt County reserves the right to request the services of whichever service provider the County deems to be in the County's best interests under the then prevailing circumstances, conditions and/or needs of the County.

1.11 Minimum Standards For Responsible Prospective Bidders:

A prospective bidder must meet the following minimum requirements:

- A. have adequate financial resources, or the ability to obtain such resources as required.
- B. have, in the sole discretion and judgment of Hunt County, adequate equipment on hand (or readily available upon short notice) to allow the bidder to be able to meet the needs of Hunt County, in view of the bidders existing and anticipated commitments.
- C. be able to comply with the required or proposed delivery schedule;
- D. have a satisfactory record of performance;
- E. have a satisfactory record of integrity and ethics;
- F. be otherwise qualified and eligible to receive an award.

Hunt County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

## 2.0 TERMS OF CONTRACT

- 2.1
  - A. Bidder refers to submitter.
  - B. Provider refers to successful bidder(s) or contractor(s), and any alternate providers.

2.2 This bid, when properly accepted by Hunt County, shall constitute a contract equally binding between the provider(s) and Hunt County. No different or additional terms will become part of this contract with the exception of a written change order properly authorized and executed by Hunt County.

2.3 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. Hunt County Agent will make all change orders to the contract in writing.

2.4 No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local government Code Title 5, Subtitled C, Chapter 171.

2.5 Bids and bidders must comply with all federal, state, county and local laws concerning this type of services and the fulfillment of all ADA (Americans With Disabilities Act) requirements.

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

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2.7 Any and all driver(s) used by Provider(s) shall be fully licensed and shall meet any and all requirements of the State of Texas and/or the United States for such employment. Failure to follow to abide by any state or federal law shall be grounds for immediate termination of the contract.

2.8 Provider(s) shall defend, indemnify and save harmless Hunt County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the Provider(s), or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Provider(s) shall pay any judgment with cost, which may be obtained, against Hunt County growing out of such injury or damages, including attorney's fees incurred by or awarded against Hunt County, if any.

2.9 This contract shall remain in effect until any of the following occurs: contract expires; terminated by either party with a thirty (30) days written notice prior to cancellation, which notice must state therein the reason for such cancellation; and/or breach or default of contract in the event the provider(s) fails to meet delivery or completion schedules, or otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to obtain the services elsewhere and charge the full increase in cost and handling to the defaulting vendor.

2.10 Hunt County Personnel Office shall serve as Contract Administrator or shall supervise agents designated by the Hunt County Commissioners' Court.

2.11 The price indicated in the bid shall be the complete price of delivery and all associated services, and no adjustments or additions shall be made without the express written consent and authorization of Hunt County.

2.12 Bidders taking exception to the specifications shall do so at their own risk. By offering substitutions, bidder shall state these exceptions in the section provided or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated herein. Hunt County Commissioners' Court reserves the right to accept or reject any of the exception(s)/substitution(s) deemed to be in the best interest of the County.

2.13 Provider(s) shall notify the Personnel Office immediately if delivery schedule required by Hunt County cannot be met. If delay is foreseen, the vendor shall give immediate notice to the Personnel Department and to the appropriate County Commissioner.

2.14 Invoices shall be mailed directly to the Hunt County Auditor's Office, P.O. Box 1097, Greenville, Texas 75403-1097. All invoices shall show:

- A. Name and address of vendor;
- B. Detailed breakdown of all charges for the service(s), including dates of delivery, mileage of each delivery, and the appropriate precinct or location of delivery.
- C. No statement will be accepted for payment of claim purposes.

2.15 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitled F, Chapter 225.

2.16 The Provider(s) shall protect the County from any and all claims made as a result of the services performed hereunder.

2.17 The laws of the State of Texas will govern this contract, and jurisdiction and venue of any disputes between Hunt County and Purchaser(s) shall lie in a court of competent jurisdiction in Hunt County, Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect.

2.18 The Provider(s) shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written approval from Hunt County Commissioners' Court.

2.19 Silence of any part of the specification shall be considered as meeting the stated specifications.

2.20 All items with a time-based component procured through this contract shall be year 2000+ operational.



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### 3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the Provider(s) shall be required, at its own expense, to furnish the Hunt County Personnel Dept. with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

A. 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/operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

B. Workers Compensation insurance at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512) 440-3789.

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

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

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

2) The contractor shall provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3) The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the government entity showing that coverage has been extended.

5) The contractor shall obtain from each person providing services on a project, and provide to the government entity.

a) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and work on the project; and

b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.



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- 6) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 7) The contractor shall notify the government entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 8) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project;
  - b) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - c) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - d) obtain from each other person with whom it contracts, and provide to the contractor;
    - 1) certificate of coverage, prior to the other person beginning work on the project; and
    - 2) a new certificate extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - f) notify the government entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - g) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
- 10) By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the government entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commissioner's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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11) The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the government entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the government entity.

C. Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

D. Professional Liability Insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurance's provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Hunt County.

3.3 With reference to the foregoing insurance requirements, the vendor shall endorse applicable insurance policies as follows:

A. A waiver of subrogation in favor of Hunt County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

B. the vendor's insurance coverage shall name Hunt County as additional insured under the General Liability policy.

C. All insurance policies shall be endorsed to require the insurer to immediately notify Hunt County of any decrease in the insurance coverage limits.

D. All insurance policies shall be endorsed to the effect that Hunt County will receive at least thirty (30) days' notice prior to cancellation, non-renewal or termination of the policy.

E. All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

A. A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

A. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

B. Shall set forth the notice of cancellation or termination to Hunt County.

#### 4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 Authorization by order of the Commissioners' Court Hunt County, Texas sealed bids will be received for RECYCLED ASPHALT HAULING.

4.2 Purpose: the intended use/purpose for this Invitation For Bid is to haul asphalt for county roads. Bids shall be taken for each precinct, and shall be awarded by precinct.

4.3 Term: Provide for an annual contract commencing on the date of the award and continuing for a one (1) year period. Regardless of the term, Hunt County hereby reserves the right to immediately terminate the contract should Hunt County, in its sole discretion, determine that Provider(s) are or have become unwilling or unable to provide the services required under the contract in a reasonable and timely manner.

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4.4 Funding: Funds for payment have been provided through the Hunt County budget approved by the Commissioners' Court for this fiscal year only. State of Texas status prohibits the County from any obligation of public funds beyond the fiscal year for which a budget has been approved.

4.5 Price Reduction: If during the life of the contract, the vendor's net prices to its other customers for the same services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

4.6 Delivery Time: Provider(s) shall complete services at the ordering entity's designated location within 1 calendar days, or within such other time specified by Hunt County. It is understood and agreed that time shall be of the essence in this contract, and that Hunt County's need hereunder shall not be of a fixed nature. It is further understood and agreed that, should the primary provider be unable or unwilling to provide the hauling services called for in this contract within the exact time frame specified by Hunt County, Hunt County shall have the immediate and unconditional right to seek the services from any alternate provider(s).

4.7 Delivery Location: Locations for delivery and installation will be stated on each ordering entity's purchase order. Delivery shall include all associated labor, and shall be included in the bid price.

4.8 Testing: Testing shall be performed at the request of Hunt County, by an agent so designated by the County, without expense to Hunt County.

4.9 Hauling shall be provided on an as needed basis.

4.13 Specifications: \*\*\*requires input from using department for specific requirements\*\*\*

#### 5.0 INFORMATION/PROFILE/REFERENCE

5.1 Preferential Bidding: The County of Hunt, as a government agency of the State of Texas, may not award a contract to a nonresident bidder lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the bidder's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidders shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

- A. Is your principal place of business in the State of Texas? ☒ Yes ☐ No.  
 B. If the answer to question 1 is "yes", no further information is necessary; if "no", please indicate:  
 1) If your principal place of business is located \_\_\_\_\_  
 2) Does your state favors resident bidders (bidders in your state) by some dollar increment or percentage? ☐ Yes ☒ NO  
 3) If "yes", what is that dollar increment or percentage? \_\_\_\_\_

#### 5.2 Company Profile: IS YOUR FIRM?(Please circle one)

- A. SOLE PROPRIETORSHIP ☐ YES ☐ NO  
 B. PARTNERSHIP ☐ YES ☐ NO  
 C. CORPORATION ☒ YES ☐ NO

LIST LEGAL NAME OF COMPANY: \_\_\_\_\_

5.3 Reference: List three (3) companies or government agencies where these same/like products/services of this contract have been provided.

1. COLLIN COUNTY  
JOHN KLEINHEKSEL Title ROAD & BRIDGE  
7000 WILLOW RD  
McKENNEY, TX 75069



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Telephone No. 972-548-3700 Fax No. 972-548-31542. Company Name: MARION MARSHALL MATERIALS INCContact Person: LANE CEMANISKE Title SALES

Address: \_\_\_\_\_

Telephone No.: 972-350-8232 Fax No. 972-352-8203City/State/Zip HEARSWELL TX3. Company Name: DENVER COUNTY REPAIR SERVICEContact Person: MIKE BURTON Title FOREMANAddress: 417 OLD JUSTIN RDTelephone No.: 940-349-3430 Fax No. 940-349-3031City/State/Zip ARROYO TX 76226

6.0

1. (S)

BY SIGNING AND SUBMITTING THIS BID, BIDDER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS, AND CAN PROVIDE THE MINIMUM REQUIREMENTS STATED HEREIN AND CERTIFIES THAT HE HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER BIDDER OR OTHER PERSONS WHO ARE ENGAGED IN THE SAME LINE

Prices bid shall only be considered if they are provided in the appropriate space(s) on the bid. In consideration, any additions or deductions to the bid prices offered shall be shown under the exceptions section of the bid. Extraneous notes, comments, etc. appearing elsewhere on the bid shall be disregarded and shall have no effect on the prices offered in the designated location.

# | ITEM DESCRIPTION | UNIT PRICE | |------------------|------------| |------------------|------------|

HAULING RATE 1	2 MILE FROM PIT LOCATION TO COUNTY BARN. PITT LOCATION IS: 1165D
MOSIER VALLEY	11 NORTH, TEXAS 76040
PHONE 817-540-1111	WEST OF HWY 157 ON MOSIER VALLEY ROAD.

HAULING PER 1	CENTER OF JOB USING BELLY DUMP TRAILERS
---------------	---

CELESTE, TX POST	\$ .1188 /TON/MILE
------------------	--------------------

CADDO MILLS	\$ .1296 /TON/MILE
-------------	--------------------

LONE OAK, TX	\$ .1188 /TON/MILE
--------------	--------------------

COMMERCE, TX	\$ .1164 /TON/MILE
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For the purposes of this bid and award, each precinct shall be considered separately. Each precinct shall designate a primary Provider and alternate providers in the order in which they are to be contacted by that precinct. The primary Provider for one precinct may not and need not be the same as that of the other precincts.

As permitted under Article 4413 (32c) V.A.C.S., other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped to the entity requiring supplies/services. Hunt County shall not be held responsible for any orders placed, delivery or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ☒ YES ☐ NO

Exceptions to Recycling Dumps SUBJECT TO AVAILABILITY  
SEE ATTACHED RATE SHEET FOR DELIVERY TO ROAD JOBS.

## 7.0 SIGNATURE

## TYPE OR PRINT

JTM MATERIALS INC.  
 FIRM NAME

PO Box 2496  
 STREET ADDRESS BOX NO.

DENTON TX 76202  
 CITY/STATE

[Signature]  
 AUTHORIZED REPRESENTATION & TITLE  
 FAX: (214) 243-8531

PHONE: (214) 243-8530  
 MOBILE: (214) 957-5249

[Signature]  
 SIGNATURE

11/19/05

DELIVERY TO ROAD JOBS			
MILES	PTM	MILES	PTM
0-10	\$0.2172	34	\$0.1387
11	\$0.2040	35	\$0.1382
12	\$0.1930	36	\$0.1387
13	\$0.1846	37	\$0.1391
14	\$0.1774	38	\$0.1386
15	\$0.1752	39	\$0.1375
16	\$0.1695	40	\$0.1383
17	\$0.1638	41-45	\$0.1455
18	\$0.1567	46-50	\$0.1440
19	\$0.1566	51-55	\$0.1386
20	\$0.1530	56-60	\$0.1314
21	\$0.1509	61-65	\$0.1296
22	\$0.1484	66-70	\$0.1295
23	\$0.1445	71-75	\$0.1230
24	\$0.1450	76-80	\$0.1211
25	\$0.1416	81-85	\$0.1188
26	\$0.1408	86-90	\$0.1164
27	\$0.1387	91-95	\$0.1138
28	\$0.1389	96-100	\$0.1113
29	\$0.1378	101-105	\$0.1114
30	\$0.1388	106-110	\$0.1098
31	\$0.1397	111-115	\$0.1085
32	\$0.1391	116-120	\$0.1071
33	\$0.1393	121-125	\$0.1059



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GUY LUNA INS.

972-279-4016

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**ACORD**™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

1/27/2005

PRODUCER

Guy Luna Insurance Agency  
3224 Highway 67 East, Suite 132  
Mesquite, Texas 75150  
(972) 613-4911

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Evanston Insurance Company

INSURER B: Progressive County Mutual

INSURER C: Evanston Insurance Company

INSURER D: Texas Builders Insurance Company

INSURER E:

SURED

JTM Materials, Inc.

P. O. Box 2496  
Denton, TX 76262  
940-243-8530

## OVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IR ADDL R INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CL4205010	10/19/04	10/19/05	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	08335909-0	10/19/04	10/19/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 0	UE4205002	10/19/04	10/19/05	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC8456	10/19/04	10/19/05	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Waiver of subrogation in favor of Certification. Certification holder is named as additional insured.

## CERTIFICATE HOLDER

Hunt County  
P. O. Box 1097  
Greenville, Texas 75403-1097

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE