

2021-2022 Road Material Bids

<u>VENDOR</u>	<u>LOCATION</u>	<u>PRODUCT</u>	<u>COST Ton/Yard</u>		<u>ACCEPT OR</u>
			<u>PICK UP</u>	<u>DELIVERED</u>	<u>REJECT</u>
Quality Rock, Inc.	Idabel, OK	Lime Rock	\$ 8.00 ton		ACCEPTED
Martin Marietta	Idabel, OK	3" clean	\$16.00 ton	see attached	ACCEPTED
Martin Marietta	Idabel, OK	1 3/4" & 3" base	\$9.25 ton	see attached	ACCEPTED
Martin Marietta	Idabel, OK	2" clean/oversize	\$11.75 ton	see attached	ACCEPTED
Martin Marietta	Hugo, OK	3", 1 3/4", 3/4" base	\$9.25 ton	see attached	ACCEPTED
Martin Marietta	Hugo, OK	1 1/4", 3/4", 1/4" chem stones	\$15.00 ton	see attached	ACCEPTED
RK Hall / SCS	Sawyer, OK	1 1/2" flex base	\$ 9.00 ton		ACCEPTED
SCS Materials	Sawyer, OK	3/4" flex base	\$8.50 ton		ACCEPTED
SCS Materials	Sawyer, OK	1 3/4" State Base	\$ 9.50 ton		ACCEPTED
SCS Materials	Sawyer, OK	#57 1" Washed	\$16.00 ton		ACCEPTED
SCS Materials	Sawyer, OK	12" Rip Rap	\$27.50 ton		ACCEPTED
SCS Materials	Sawyer, OK	Grade 5 Mod.	\$25.00 ton		ACCEPTED
SCS Materials	Sawyer, OK	Grade 4	28.75 ton		ACCEPTED
RK Hall	Paris, TX	Oil Sand/Cold & Hot M	\$70.00 ton	\$0.25 per mile	ACCEPTED
Richard Drake	Powderly, TX	Type D Cold Mix	\$68.90 ton	see attached	ACCEPTED
Richard Drake	Powderly, TX	Oil Sand	\$66.80 ton	see attached	ACCEPTED
Richard Drake	Powderly, TX	East Plant Refuse	\$48.00 ton	see attached	ACCEPTED
P Squared Emulsions	Elm Mott, TX	P2 Stabilizer	\$595.12 ton		ACCEPTED
P Squared Emulsions	Elm Mott, TX	P2 CWE-@	\$668.29 ton		ACCEPTED
P Squared Emulsions	Elm Mott, TX	P2 CWP	\$668.29 ton		ACCEPTED
P Squared Emulsions	Elm Mott, TX	P2 ROC	\$626.83 ton		ACCEPTED
P Squared Emulsions	Elm Mott, TX	P2 Prime Concentrate	\$436.59 ton		ACCEPTED
Seaton Construction	Cookville, TX	Flexbase	\$18.00 yard		ACCEPTED
Sustainable Pavement	Dallas, TX	Type D Cold Mix	\$50.00 ton	see attached	ACCEPTED
Sustainable Pavement	Dallas, TX	Oil Sand	\$46.00 ton	see attached	ACCEPTED



2021-2022 Road Material Bids

Sustainable Pavement	Dallas, TX	Super RAM	\$23.00 ton	see attached	ACCEPTED
Sustainable Pavement	Dallas, TX	recycled Asph. Shingles	\$18.00 ton	see attached	ACCEPTED
Ergon Asphalt & Emuls.	Austin, TX	CRS-2	\$559.30 ton	\$594.30 mile	ACCEPTED
Ergon Asphalt & Emuls.	Austin, TX	AE-P	\$678.30 ton	\$733.30 mile	ACCEPTED
Ergon Asphalt & Emuls.	Austin, TX	CSS-1	\$571.20 ton	\$606.20 mile	ACCEPTED
Unique Paving Materials	Bridgeport, TX	High Perf Cold Patch	\$90.00 ton	see attached	ACCEPTED
Contech Engineered Sol.	Irving, TX	Metal Pipe	See Attached		ACCEPTED

# BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL P2 Stabilizer

COST OF MATERIALS AT PLANT SITE

FOB County (per ton)

\$ <u>595.12</u> -----	PER TON	PRECINCT#1	\$656.09
\$ <u>595.12</u> -----	PER TON	PRECINCT#2	\$656.09
\$ <u>595.12</u> -----	PER TON	PRECINCT #3	\$656.09
\$ <u>595.12</u> -----	PER TON	PRECINCT #4	\$656.09
\$ -----	PER YARD	PRECINCT #1	
\$ -----	PER YARD	PRECINCT #2	
\$ -----	PER YARD	PRECINCT#3	
\$ -----	PER YARD	PRECINCT#4	
\$ -----	PER MILE	PRECINCT#1	
\$ -----	PER MILE	PRECINCT#2	
\$ -----	PER MILE	PRECINCT#3	
\$ -----	PER MILE	PRECINCT #4	

FIRM NAME P Squared Emulsion Plants, LLC

ADDRESS 516 South McLennan Loop

CITY/ STATE & ZIP Elm Mott, TX 76640

TELEPHONE (254) 829-0330

FAX (254) 829-0337

EMAIL office@p2emulsions.com

CONTACT PERSON Rick McGinnis / mobile: (817) 307-6411

SIGNATURE 

RED RIVER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

**NO CHARGE ACCOUNTS WILL BE CLOSED FOR RED RIVER COUNTY DUE TO LOW OR NON USAGE!!**

**\*\*Please see attached equivalent and/or superior product information and Sole Source Affidavit.**  
**\*\*P Squared is proudly recognized and accepted by Tarrant County Co-Op.**



# BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL P2 CWE-2

COST OF MATERIALS AT PLANT SITE

\$ 668.29 -----

PER TON

PRECINCT#1

FOB County (per ton)

\$729.26

\$ 668.29 -----

PER TON

PRECINCT#2

\$729.26

\$ 668.29 -----

PER TON

PRECINCT #3

\$729.26

\$ 668.29 -----

PER TON

PRECINCT #4

\$729.26

\$ -----

PER YARD

PRECINCT #1

\$ -----

PER YARD

PRECINCT #2

\$ -----

PER YARD

PRECINCT#3

\$ -----

PER YARD

PRECINCT #4

\$ -----

PER MILE

PRECINCT#1

\$ -----

PER MILE

PRECINCT#2

\$ -----

PER MILE

PRECINCT#3

\$ -----

PER MILE

PRECINCT#4

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# BID SHEET FOR ROAD MATERIALS.

NAME OF MATERIAL P2 CWP

COST OF MATERIALS AT PLANT SITE

FOB County (per ton)

\$ <u>668.29</u>	PER TON	PRECINCT#1	\$729.26
\$ <u>668.29</u>	PER TON	PRECINCT#2	\$729.26
\$ <u>668.29</u>	PER TON	PRECINCT #3	\$729.26
\$ <u>668.29</u>	PER TON	PRECINCT #4	\$729.26
\$ _____	. E R YARD	PRECINCT #1	
\$ _____	PER YARD	PRECINCT #2	
\$ _____	. ER YARD	PRECINCT#3	
\$ _____	. E R YARD	PRECINCT #4	
\$ _____	PER MILE	PRECINCT#1	
\$ _____	PER MILE	PRECINCT#2	
\$ _____	PER MILE	PRECINCT#3	
\$ _____	PER MILE	PRECINCT#4	

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# BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL P2 ROC

COST OF MATERIALS AT PLANT SITE

FOB County (per ton):

\$ <u>626.83</u>	PER TON	PRECINCT#1	\$687.80
\$ <u>626.83</u>	PER TON	PRECINCT#2	\$687.80
\$ <u>626.83</u>	PER TON	PRECINCT #3	\$687.80
\$ <u>626.83</u>	PER TON	PRECINCT #4	\$687.80
\$ _____	PER YARD	PRECINCT #1	
\$ _____	PER YARD	PRECINCT #2	
\$ _____	PER YARD	PRECINCT#3	
\$ _____	PER YARD	PRECINCT #4	
\$ _____	PER MILE	PRECINCT#1	
\$ _____	PER MILE	PRECINCT#2	
\$ _____	PER MILE	PRECINCT#3	
\$ _____	PER MILE	PRECINCT#4	

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# BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL P2 Prime Concentrate

COST OF MATERIALS AT PLANT SITE

FOB County (per ton)

\$ 436.59

PER TON

PRECINCT#1

\$497.56

\$ 436.59

PER TON

PRECINCT#2

\$497.56

\$ 436.59

PER TON

PRECINCT #3

\$497.56

\$ 436.59

PER TON

PRECINCT #4

\$497.56

\$ -----

PER YARD

PRECINCT #1

\$ -----

PER YARD

PRECINCT #2

\$ -----

PER YARD

PRECINCT#3

\$ -----

PER YARD

PRECINCT #4

\$ -----

PER MILE

PRECINCT#1

\$ -----

PER MILE

PRECINCT#2

\$ -----

PER MILE

PRECINCT#3

\$ -----

PER MILE

PRECINCT#4

FIRM NAME P Squared Emulsion Plants, LLC

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# P2 Emulsions

## SOLE-SOURCE PURCHASE AFFIDAVIT

### KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgements and administer oaths on this day personally appeared Seth McGinnis, on sworn oath stated the following:

My name is Seth McGinnis and I serve as the Chief Executive Officer of P Squared Emulsions Plants, LLC. I respect the required compliance of Red River County to the competitive bidding requirements outlined under Chapter 262 of the Texas Local Government Code; however, the purchase of an item that can be obtained from only one source is exempted from said statutory competitive bidding provisions.

The authority to purchase P Squared Emulsion Plants, LLC's proprietary products as defined as "Sole-Source" may be found under Texas Local Government Code § 262.024a (7)(A).

a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

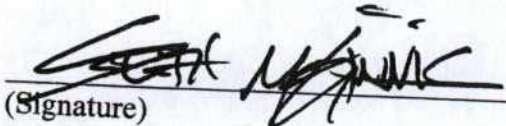
(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes"

I represent and assert to the Purchasing Department of Red River County and hereby warrant that P Squared Emulsion Plants, LLC is the sole-source manufacturer and supplier of the following item(s): P2 Stabilizer, P2 Rejuvenator, ROC, CWE-2, CWP & all P2 Road Primes.

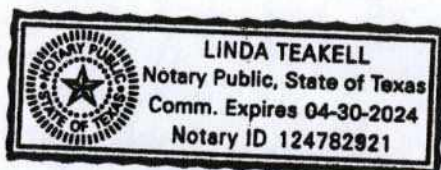
Each of our asphalt emulsion products is manufactured on site to the specifications of our proprietary formulas which are solely owned and manufactured by P Squared Emulsion Plants, LLC. I likewise assert that should P Squared Emulsion Plants, LLC cease to be the sole-source supplier of these proprietary products; I shall immediately make full disclosure in writing of all relevant facts and circumstances.

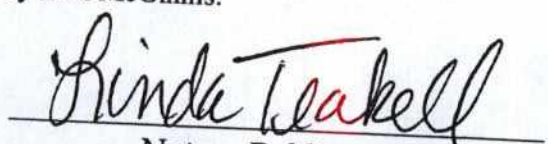
IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 29th day of March 2021.

  
(Signature)

Seth McGinnis, C.E.O.  
(Printed Name) (Title)

SWORN TO AND SUBSCRIBED before me on March 29, 2021 by Seth McGinnis.



  
Notary Public, State of Texas  
My Commission expires on April 30, 2024





# P2 Emulsions

**Date:** March 29, 2021

**To:** Red River County

**Subject:** P Squared Emulsion Plants LLC Sole Source Products

This communication serves as certification that all products listed below are produced in accordance with the State of Texas' Sole Source requirements according to the proprietary formulas and specifications of P Squared Emulsion Plants LLC. Our proprietary products conform to the formal definition of "a confidential formulation usually containing two or more ingredients and about which information is not in the public domain" and as such, P Squared Emulsion Plants LLC is the only manufacturer and distributor of said products.

**P Squared Emulsion Plants LLC Products:**

**"P2 Stabilizer"**

Our P2 Stabilizer is an asphalt emulsion that is incorporated into existing soil or base material to provide increased base strength and stability. P2 Stabilizer eliminates the need for additional material such as aggregates, lime, cement or other additives. The utilization of P2 Stabilizer results in increased base density and hardness without sacrificing the flexibility and waterproof properties of asphalt.

**"P2 Rejuvenator"**

Our P2 Rejuvenator is engineered to rejuvenate old asphalt roads, RAP and other millings with residual asphaltic content. A one-time application will rejuvenate the existing material through softening oxidized pavement materials and re-binding asphalt to revitalize the road base.

**"P2 ROC"**

Our P2 ROC is engineered to seal and protect existing road surfaces. Our "Road Over Coat" is a proven sealing solution that locks down loose chip seal aggregate while sealing oxidized and cracked surfaces. ROC is designed to be traffic safe in under an hour resulting in a uniform, black road surface.

**"CWE-2-No Bleed Chip Seal"**

Our unique chip seal formula exhibits superior performance when compared to commodity type CRS-2 emulsions. CWE-2 can be applied in a broader range of temperatures (10-20 degrees below other products) and WILL NOT BLEED under extreme summer temperatures.

**"CWP - Pothole Patch"**

This emulsion is specifically formulated to work in ALL patch machines, ALL year round with the exact same results. Smooth consistency, no bleed finish and extremely low clog rates differentiate CWP from all other patch materials.

**"P2 Prime Concentrate"**

We have several proprietary "ready-to-use" formulas that include prime, tack and dust control products that all derive from our P2 Prime Concentrate. Based on application, customer needs and dilution rates; we have something for literally every road across the state of Texas.

\*\*All P Squared Emulsion Plants LLC proprietary products fulfill the formal requirements found in Texas Local Government Codes regarding county purchasing, Section 262.024.7.A. (Available upon request)  
\*\*All P Squared Emulsion Plants LLC proprietary products are fully TCEQ and EPA compliant

**All of us at P Squared thank you for the opportunity and we look forward to serving all your emulsion needs!**





# P2 Emulsions

## P Squared Emulsion Plants - November 1, 2020

Prices subject to change with written notice

P2 Salesman - Rick McGinnis

Contact Phone - (817) 307-6411

Product	Tanker FOB Plant	Tanker FOB County	Drum/Tote Plant
P2 Stabilizer	\$2.44	\$2.69	\$2.64
P2S1	\$2.44	\$2.69	\$2.64
P2 CWE-2 (Chip Seal)	\$2.74	\$2.99	\$2.94
P2 CWP (Cold Weather Patch)	\$2.74	\$2.99	\$2.94
P2 ROC (Road Over Coat)	\$2.57	\$2.82	\$2.77
P2 Rejuvenator	\$2.44	\$2.69	\$2.64
P2 Prime Concentrate	\$1.79	\$2.04	\$1.99
P2RTU	\$1.75	\$2.00	\$1.95

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

\*\*Minimum Tanker Delivery: 5,000 Gallons

\*\*Delivery over 250 miles subject to additional charges

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

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

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

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

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

Containers available for smaller product amounts

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

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

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

Containers priced individually and sold only with orders for material

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



SEATON CONSTRUCTION, INC.  
P.O. BOX 116  
COOKVILLE, TEXAS 75558-0116  
seatonconstructionmp@gmail.com  
903.577.9077

To Red River County Auditor  
200 N Walnut Street  
Clarksville, Texas 75426

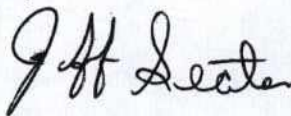
RE Road Materials

ITEM FLEX BASE- IRON ORE GRAVEL

\*\*Material my be picked up from our Pit located in Cass County, Texas  
for \$18.00 per cubic yard \*\*

Note: No delivery prices will be quoted at this time

Thank you,



Jeff Seaton  
President

# BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL Iron Ore Rock

## COST OF MATERIALS AT PLANT SITE

\$ <u>N/A</u>	PER TON	PRECINCT #1
\$ <u>N/A</u>	PER TON	PRECINCT #2
\$ <u>N/A</u>	PER TON	PRECINCT #3
\$ <u>N/A</u>	PER TON	PRECINCT #4
\$ <u>\$18.00</u>	PER YARD	PRECINCT #1
\$ <u>\$18.00</u>	PER YARD	PRECINCT #2
\$ <u>\$18.00</u>	PER YARD	PRECINCT #3
\$ <u>\$18.00</u>	PER YARD	PRECINCT #4
\$ <u>N/A</u>	PER MILE	PRECINCT #1
\$ <u>N/A</u>	PER MILE	PRECINCT #2
\$ <u>N/A</u>	PER MILE	PRECINCT #3
\$ <u>N/A</u>	PER MILE	PRECINCT #4

FIRM NAME Seaton Construction, Inc.

ADDRESS P.O. Box 116

CITY / STATE & ZIP Cookville, TN. 75558-0116

TELEPHONE 903-577-9077

FAX \_\_\_\_\_

EMAIL Seatonconstructionmp@gmail.com

CONTACT PERSON Jeff Seaton

SIGNATURE \_\_\_\_\_

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BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL

Lime Stone

COST OF MATERIALS AT PLANT SITE

\$ 8.00 PER TON

\$ 8.00 PER TON

\$ 8.00 PER TON

\$ 8.00 PER TON

\$ \_\_\_\_\_ PER YARD

\$ \_\_\_\_\_ PER YARD

\$ \_\_\_\_\_ PER YARD

\$ \_\_\_\_\_ PER YARD

\$ \_\_\_\_\_ PER MILE

\$ \_\_\_\_\_ PER MILE

\$ \_\_\_\_\_ PER MILE

\$ \_\_\_\_\_ PER MILE

FIRM NAME

Quality Rock, Inc

ADDRESS

P.O. Box 1406

CITY / STATE & ZIP

IDAHO, OK 74745

TELEPHONE

580-286-7178 quarry

FAX

580-286-7378 office Phone & Fax

EMAIL

qualityrock74745@yahoo.com

CONTACT PERSON

Roset Weyh

SIGNATURE



PRECINCT #1

PRECINCT #2

PRECINCT #3

PRECINCT #4

PRECINCT #1

PRECINCT #2

PRECINCT #3

PRECINCT #4

PRECINCT #1

PRECINCT #2

PRECINCT #3

PRECINCT #4

*Picked up at the  
Plant.*

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## BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL

Label Quarry - 3" Base, 1 3/4" Base, 7/8" Base

COST OF MATERIALS AT PLANT SITE

\$ <u>9.25</u>	PER TON	PRECINCT #1
\$ <u>9.25</u>	PER TON	PRECINCT #2
\$ <u>9.25</u>	PER TON	PRECINCT #3
\$ <u>9.25</u>	PER TON	PRECINCT #4
\$ <u>19.40 per ton</u>	PER YARD	PRECINCT #1
\$ <u>16.65 per ton</u>	PER YARD	PRECINCT #2
\$ <u>17.15 per ton</u>	PER YARD	PRECINCT #3
\$ <u>18.90 per ton</u>	PER YARD	PRECINCT #4
\$ <u>10.15</u>	PER MILE	PRECINCT #1
\$ <u>7.40</u>	PER MILE	PRECINCT #2
\$ <u>7.90</u>	PER MILE	PRECINCT #3
\$ <u>9.65</u>	PER MILE	PRECINCT #4

FIRM NAME

Martin Maciotta

ADDRESS

PO Box 250

CITY / STATE & ZIP

Smyer, OR 97456

TELEPHONE

405-494-9272

FAX

EMAIL

tammi.smith@martinmaciotta.com

CONTACT PERSON

Tammi Smith

SIGNATURE

Tammi Smith

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## BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL Idabel Quarry - 3" Clean

### COST OF MATERIALS AT PLANT SITE

\$ <u>16.<sup>00</sup></u>	PER TON	PRECINCT #1
\$ <u>16.<sup>00</sup></u>	PER TON	PRECINCT #2
\$ <u>16.<sup>00</sup></u>	PER TON	PRECINCT #3
\$ <u>16.<sup>00</sup></u>	PER TON	PRECINCT #4
\$ <u>26.15 per ton /</u>	PER YARD	PRECINCT #1
\$ <u>23.40 per ton /</u>	PER YARD	PRECINCT #2
\$ <u>23.90 per ton /</u>	PER YARD	PRECINCT #3
\$ <u>25.65 per ton /</u>	PER YARD	PRECINCT #4
\$ <u>10.15</u>	PER MILE	PRECINCT #1
\$ <u>7.40</u>	PER MILE	PRECINCT #2
\$ <u>7.90</u>	PER MILE	PRECINCT #3
\$ <u>9.65</u>	PER MILE	PRECINCT #4

FIRM NAME Martin Macetta

ADDRESS PO Box 250

CITY / STATE & ZIP Sawyer OK. 74756

TELEPHONE 405-496-9272

FAX \_\_\_\_\_

EMAIL Jammi.Smith@MartinMacetta.com

CONTACT PERSON Jammi Smith

SIGNATURE Jammi Smith

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OR NON USAGE!!

## BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL

Idabel Quarry - 2" Clean / oversize.

COST OF MATERIALS AT PLANT SITE

\$ <u>11.75</u>	PER TON	PRECINCT #1
\$ <u>11.75</u>	PER TON	PRECINCT #2
\$ <u>11.75</u>	PER TON	PRECINCT #3
\$ <u>11.75</u>	PER TON	PRECINCT #4
\$ <u>21.90 per ton /</u>	PER YARD	PRECINCT #1
\$ <u>19.15 per ton /</u>	PER YARD	PRECINCT #2
\$ <u>19.65 per ton /</u>	PER YARD	PRECINCT #3
\$ <u>21.40 per ton /</u>	PER YARD	PRECINCT #4
\$ <u>10.15</u>	PER MILE	PRECINCT #1
\$ <u>7.40</u>	PER MILE	PRECINCT #2
\$ <u>7.90</u>	PER MILE	PRECINCT #3
\$ <u>9.65</u>	PER MILE	PRECINCT #4

FIRM NAME

Martin Marietta

ADDRESS

PO Box 250

CITY / STATE & ZIP

Sawyer OK 74756

TELEPHONE

405-496-9272

FAX

EMAIL

Jammi.Smith@MartinMarietta.com

CONTACT PERSON

Jammi Smith

SIGNATURE

Jammi Smith

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OR NON USAGE!!



## BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL Hugo Quarry - 3" Base, 1 3/4" Base, 3/4" Base

### COST OF MATERIALS AT PLANT SITE

\$ <u>9.25</u>	PER TON	PRECINCT #1
\$ <u>9.25</u>	PER TON	PRECINCT #2
\$ <u>9.25</u>	PER TON	PRECINCT #3
\$ <u>9.25</u>	PER TON	PRECINCT #4
\$ <u>18.55 per ton</u>	PER YARD	PRECINCT #1
\$ <u>17.57 per ton</u>	PER YARD	PRECINCT #2
\$ <u>20.61 per ton</u>	PER YARD	PRECINCT #3
\$ <u>21.25 per ton</u>	PER YARD	PRECINCT #4
\$ <u>9.30</u>	PER MILE	PRECINCT #1
\$ <u>8.32</u>	PER MILE	PRECINCT #2
\$ <u>11.36</u>	PER MILE	PRECINCT #3
\$ <u>12.00</u>	PER MILE	PRECINCT #4

FIRM NAME Martin Marietta

ADDRESS PO Box 250

CITY / STATE & ZIP Sawyer, OK 74756

TELEPHONE 405-496-9272

FAX \_\_\_\_\_

EMAIL Yammi.Smith@MartinMarietta.com

CONTACT PERSON Yammi Smith

SIGNATURE Yammi Smith

RED RIVER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

NO CHARGE ACCOUNTS WILL BE CLOSED FOR RED RIVER COUNTY DUE TO LOW  
OR NON USAGE!!

## BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL Hugo Quarry - 1 1/4", 3/4" & 1/4" Chem Stones

### COST OF MATERIALS AT PLANT SITE

\$ <u>15.00</u>	PER TON	PRECINCT #1
\$ <u>15.00</u>	PER TON	PRECINCT #2
\$ <u>15.00</u>	PER TON	PRECINCT #3
\$ <u>15.00</u>	PER TON	PRECINCT #4
\$ <u>24.30 per ton</u>	PER YARD	PRECINCT #1
\$ <u>23.32 per ton</u>	PER YARD	PRECINCT #2
\$ <u>26.36 per ton</u>	PER YARD	PRECINCT #3
\$ <u>27.00 per ton</u>	PER YARD	PRECINCT #4
\$ <u>9.30</u>	PER MILE	PRECINCT #1
\$ <u>8.32</u>	PER MILE	PRECINCT #2
\$ <u>11.36</u>	PER MILE	PRECINCT #3
\$ <u>12.00</u>	PER MILE	PRECINCT #4

FIRM NAME Martin Marietta

ADDRESS PO Box 250

CITY / STATE & ZIP Sawyer, Oh 74756

TELEPHONE 405-496-9272

FAX \_\_\_\_\_

EMAIL Jammi.Smith@MartinMarietta.com

CONTACT PERSON Jammi Smith

SIGNATURE Jammi Smith

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# **BID SHEET FOR ROAD MATERIALS**

NAME OF MATERIAL SEE ATTACHMENT

## **COST OF MATERIALS AT PLANT SITE**

\$ _____ PER TON	PRECINCT #1
\$ _____ PER TON	PRECINCT #2
\$ _____ PER TON	PRECINCT #3
\$ _____ PER TON	PRECINCT #4
\$ _____ PER YARD	PRECINCT #1
\$ _____ PER YARD	PRECINCT #2
\$ _____ PER YARD	PRECINCT #3
\$ _____ PER YARD	PRECINCT #4
\$ _____ PER MILE	PRECINCT #1
\$ _____ PER MILE	PRECINCT #2
\$ _____ PER MILE	PRECINCT #3
\$ _____ PER MILE	PRECINCT #4

FIRM NAME SUSTAINABLE PAVEMENT TECHNOLOGIES LLC

ADDRESS 11143 GOODNIGHT LN

CITY / STATE & ZIP DALLAS, TX 75229

TELEPHONE 214.497.1676

FAX N/A

EMAIL MGROSSMAN@SPTPAVEMENT.COM

CONTACT PERSON MARTIN GROSSMAN

SIGNATURE John D Collins JOHN COLLINS, PRESIDENT

**RED RIVER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**

**NO CHARGE ACCOUNTS WILL BE CLOSED FOR RED RIVER COUNTY DUE TO LOW OR NON USAGE!!**





11143 Goodnight Ln ♦ Dallas, TX 75229 ♦ 214.600.1970

To: Red River County Commissioners Court  
Subject: Road Material Bid  
Attn: County Auditor's Office  
200 N. Walnut  
Clarksville, TX 75426

To whom it may concern,

Below, please find our bid for recycled asphalt road materials. These reclaimed and processed materials have been used across Texas counties, including in neighboring counties around the metroplex, to help suppress dust, preserve existing flex-base and rebuild roads. The materials quoted possess a high asphalt content and retain significant fine particles, helping to lock in and hold down existing pavement courses the county works to maintain.

Accompanying this bid, please find material data sheets describing the material composition.

VENDOR	LOCATION	PRODUCT	PICK UP	DELIVERED
SPT	Dallas, TX	Type D Cold Mix	\$50 / ton	\$83 Pct. 1
SPT	Dallas, TX	Type D Cold Mix	\$50 / ton	\$84 Pct. 2
SPT	Dallas, TX	Type D Cold Mix	\$50 / ton	\$89 Pct. 3
SPT	Dallas, TX	Type D Cold Mix	\$50 / ton	\$90.50 Pct. 4
SPT	Dallas, TX	Oil Sand	\$46 / ton	\$79 Pct. 1
SPT	Dallas, TX	Oil Sand	\$46 / ton	\$80 Pct. 2
SPT	Dallas, TX	Oil Sand	\$46 / ton	\$85 Pct. 3
SPT	Dallas, TX	Oil Sand	\$46 / ton	\$86.50 Pct. 4
SPT	Dallas, TX	Super RAM	\$23 / ton	\$56 Pct. 1
SPT	Dallas, TX	Super RAM	\$23 / ton	\$57 Pct. 2
SPT	Dallas, TX	Super RAM	\$23 / ton	\$62 Pct. 3
SPT	Dallas, TX	Super RAM	\$23 / ton	\$63.50 Pct. 4
SPT	Dallas, TX	Recycled Asphalt Shingles	\$18 / ton	\$51 Pct. 1
SPT	Dallas, TX	Recycled Asphalt Shingles	\$18 / ton	\$52 Pct. 2
SPT	Dallas, TX	Recycled Asphalt Shingles	\$18 / ton	\$57 Pct. 3
SPT	Dallas, TX	Recycled Asphalt Shingles	\$18 / ton	\$58.50 Pct. 4

Thank you,  
Martin Grossman  
Sustainable Pavement Technologies





# **MATERIAL DATA SHEET**

## **Recycled Asphalt Oil Sand (Alternative)**

### **PRODUCT AND COMPANY IDENTIFICATION**

- **Manufacturer:** Sustainable Pavement Technologies, LLC
- **Office Address:** 11143 Goodnight Ln, Dallas, TX 75229
- **Product Name:** Recycled Asphalt Oil Sand (Alternative)
- **Phone:** 214.497.1676
- **Date of Preparation:** 01/01/2021
- **Prepared By:** Environmental Director

### **INGREDIENTS**

Chemical Name	Composition/Information on ingredients		
	CAS Number	%	Gradation
Aggregate (crushed stone, sand, gravel, slag) Quartz (crystalline silica)	Mixture 14808-60-7	83 - 88 >1	100% passing 1/2" sieve 98% passing 3/8" sieve 70% passing 1/4" sieve 40% passing #8 sieve <25% passing #30 sieve
Asphalt Cement Reclaimed product may contain contaminants such as heavy metals, hydrocarbons and various asphalt additives.	8052-42-4	12 - 17	

### **HEALTH HAZARD DATA**

- **TOXICITY DATA/EMERGENCY OVERVIEW**

The International Agency for Research on Cancer states that there is inadequate evidence that bitumen alone is carcinogenic to humans. Under normal conditions of use, the product is not expected to create any emergency hazards.



# **MATERIAL DATA SHEET**

## **RAS (Recycled Asphalt Shingles)**

### **PRODUCT AND COMPANY IDENTIFICATION**

- **Manufacturer:** Sustainable Pavement Technologies, LLC
- **Office Address:** 11143 Goodnight Ln, Dallas, TX 75229
- **Product Name:** Recycled Asphalt Shingles (RAS)
- **Phone:** 214.497.1676
- **Date of Preparation:** 1/5/2020
- **Prepared By:** Environmental Director

### **INGREDIENTS**

Chemical Name	Composition/Information on Ingredients		
	CAS Number	%	Gradation
Aggregate (crushed stone, sand, gravel, slag) Quartz (crystalline silica)	Mixture 14808-60-7	75 - 80 >1	100% passing 1" sieve 98% passing 1/2" sieve 94% passing 3/8" sieve 75% passing 1/4" sieve <62% passing #8 sieve
Asphalt Cement Reclaimed product may contain contaminants such as heavy metals, hydrocarbons and various asphalt additives.	8052-42-4	20 - 25	

### **HEALTH HAZARD DATA**

- **TOXICITY DATA/EMERGENCY OVERVIEW**

The International Agency for Research on Cancer states that there is inadequate evidence that bitumen alone is carcinogenic to humans. Under normal conditions of use, the product is not expected to create any emergency hazards.





# **MATERIAL DATA SHEET**

## **SUPER RAM (Recycled Asphalt Materials)**

### **PRODUCT AND COMPANY IDENTIFICATION**

- **Manufacturer:** Sustainable Pavement Technologies, LLC
- **Office Address:** 11143 Goodnight Ln, Dallas, TX 75229
- **Product Name:** Super Recycled Asphalt Material (RAM)
- **Phone:** 214.497.1676
- **Date of Preparation:** 1/5/2020
- **Prepared By:** Environmental Director

### **INGREDIENTS**

Super RAM (Reclaimed Asphalt Material)

Chemical Name	Composition/Information on ingredients		
	CAS Number	%	Gradation
Aggregate (crushed stone, sand, gravel, slag) Quartz (crystalline silica)	Mixture 14808-60-7	83 - 88 >1	100% passing 1-1/2" sieve 75% passing 1/2" sieve 50% passing 3/8" sieve 40% passing 1/4" sieve <35% passing #8 sieve
Asphalt Cement Reclaimed product may contain contaminants such as heavy metals, hydrocarbons and various asphalt additives.	8052-42-4	12 - 17	

### **HEALTH HAZARD DATA**

#### • **TOXICITY DATA/EMERGENCY OVERVIEW**

The International Agency for Research on Cancer states that there is inadequate evidence that bitumen alone is carcinogenic to humans. Under normal conditions of use, the product is not expected to create any emergency hazards.



# **MATERIAL DATA SHEET**

## **TYPE D GREEN MIX (Cold Lay)**

### **PRODUCT AND COMPANY IDENTIFICATION**

- **Manufacturer:** Sustainable Pavement Technologies, LLC
- **Office Address:** 11143 Goodnight Ln, Dallas, TX 75229
- **Product Name:** Recycled Asphalt Oil Sand (Alternative)
- **Phone:** 214.497.1676
- **Date of Preparation:** 01/01/2021
- **Prepared By:** Environmental Director

### **INGREDIENTS**

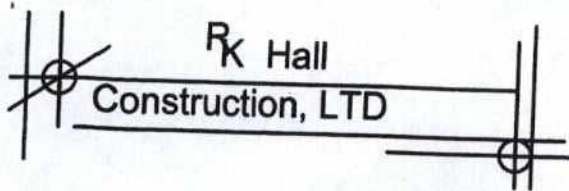
Chemical Name	Composition/Information on Ingredients		Gradation
	CAS Number	%	
Aggregate (crushed stone, sand, gravel, slag) Quartz (crystalline silica)	Mixture 14808-60-7	83 - 88 >1	100% passing 3/4" sieve 98% passing 1/2" sieve 85% passing 3/8" sieve 50% passing 1/4" sieve <40% passing #8 sieve
Asphalt Cement Reclaimed product may contain contaminants such as heavy metals, hydrocarbons and various asphalt additives.	8052-42-4	12 - 17	

### **HEALTH HAZARD DATA**

#### • **TOXICITY DATA/EMERGENCY OVERVIEW**

The International Agency for Research on Cancer states that there is inadequate evidence that bitumen alone is carcinogenic to humans. Under normal conditions of use, the product is not expected to create any emergency hazards.





**SCS Materials, L.P.**

5020 SE Loop 286

Paris, Texas 75460

Office: (903) 249 3530

Fax: (903) 784 7068

**Project: Red River County  
Attn: County Auditor  
RE: 2021 Bid**

We are pleased to quote prices on the following materials:

<u>Item #</u>	<u>Description</u>	<u>Price Per Ton</u>
	1 3/4" State Base	\$9.50/FOB Sawyer
	1 1/2" Flex Base	\$9.00/FOB Sawyer
	3/4" Flex Base	\$8.50/FOB Sawyer
	#57 Rock / 1" Washed	\$16.00/FOB Sawyer
	12" Riprap	\$27.50/FOB Sawyer
	Grade 5 Mod.	\$25.00/FOB Sawyer
	Grade 4	\$28.75/FOB Sawyer

If you have any questions concerning this or any other project, please give me a call at the Paris, TX office @ 903-782-8125 or I can be reached on my cell phone @ 903 249-3530

Sincerely,

Steve Cope  
Sales

# BID SHEET FOR ROAD MATERIALS

2021

NAME OF MATERIAL Oil Sand/Coldmix/Hotmix

## COST OF MATERIALS AT PLANT SITE

\$ <u>70.00</u>	PER TON	PRECINCT #1
\$ <u>70.00</u>	PER TON	PRECINCT #2
\$ <u>70.00</u>	PER TON	PRECINCT #3
\$ <u>70.00</u>	PER TON	PRECINCT #4
\$ _____	PER YARD	PRECINCT #1
\$ _____	PER YARD	PRECINCT #2
\$ _____	PER YARD	PRECINCT #3
\$ _____	PER YARD	PRECINCT #4
\$ <u>.25</u>	PER MILE	PRECINCT #1
\$ <u>.25</u>	PER MILE	PRECINCT #2
\$ <u>.25</u>	PER MILE	PRECINCT #3
\$ <u>.25</u>	PER MILE	PRECINCT #4

FIRM NAME RK Hall, LLC

ADDRESS 5020 SE. Loop 286

CITY / STATE & ZIP Paris, TX 75460

TELEPHONE 903-647-0581

FAX 903-784-8887

EMAIL brandon.gibson@rk-hall.com

CONTACT PERSON Brandon Gibson

SIGNATURE 

RED RIVER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

NO CHARGE ACCOUNTS WILL BE CLOSED FOR RED RIVER COUNTY DUE TO LOW OR NON USAGE!!



# BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL CRS-2

COST OF MATERIALS AT PLANT SITE - 209 ROBERT NANCE ROAD, MOUNT PLEASANT, TEXAS 75455

\$ <u>559.30</u>	PER TON	PRECINCT #1
\$ <u>559.30</u>	PER TON	PRECINCT #2
\$ <u>559.30</u>	PER TON	PRECINCT #3
\$ <u>559.30</u>	PER TON	PRECINCT #4
\$ _____	PER YARD	PRECINCT #1
\$ _____	PER YARD	PRECINCT #2
\$ _____	PER YARD	PRECINCT #3
\$ _____	PER YARD	PRECINCT #4
\$ <u>594.30</u>	TON PER MILE DELIVERED	PRECINCT #1
\$ <u>594.30</u>	TON PER MILE DELIVERED	PRECINCT #2
\$ <u>594.30</u>	TON PER MILE DELIVERED	PRECINCT #3
\$ <u>594.30</u>	TON PER MILE DELIVERED	PRECINCT #4

FIRM NAME ERGON ASPHALT & EMULSIONS, INC.

Federal Environmental Fee will be added to above prices at rate of  
\$.49770/ton for asphalt & polymer loads or \$.00150/gal for  
emulsion loads.

ADDRESS 11612 RM 2244, BUILDING 1, SUITE 250

CITY / STATE & ZIP AUSTIN, TEXAS 78738

TELEPHONE (512) 469-9292

PLEASE SEE FOLLOWING ATTACHMENT!

FAX (512) 469-0391

EMAIL karen.sellers@ergon.com

CONTACT PERSON TOM O'LEARY - MOBILE (903) 752-2703

SIGNATURE David Stroud  
DAVID STROUD, TEXAS REGIONAL MANAGER

RED RIVER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

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OR NON USAGE!!**

## ATTACHMENT

This bid is for full transport loads of 5,500 gallons. Freight is based on a full transport load, even if a full load of material is not ordered. The common carrier bills demurrage at \$90.00 per hour, after the second hour. Return freight is one-half of the outgoing tariff. Pump and hose charge is \$90.00 per load. For equipment ordered, but not used, carrier may charge up to \$400.00.



## BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL AE-P

COST OF MATERIALS AT PLANT SITE - 660 MINTON ROAD, SAGINAW, TEXAS 76179

\$ <u>678.30</u>	PER TON	PRECINCT #1
\$ <u>678.30</u>	PER TON	PRECINCT #2
\$ <u>678.30</u>	PER TON	PRECINCT #3
\$ <u>678.30</u>	PER TON	PRECINCT #4
\$ _____	PER YARD	PRECINCT #1
\$ _____	PER YARD	PRECINCT #2
\$ _____	PER YARD	PRECINCT #3
\$ _____	PER YARD	PRECINCT #4
\$ <u>733.30</u>	TON PER MILE DELIVERED	PRECINCT #1
\$ <u>733.30</u>	TON PER MILE DELIVERED	PRECINCT #2
\$ <u>733.30</u>	TON PER MILE DELIVERED	PRECINCT #3
\$ <u>733.30</u>	TON PER MILE DELIVERED	PRECINCT #4

FIRM NAME ERGON ASPHALT & EMULSIONS, INC.

ADDRESS 11612 RM 2244, BUILDING 1, SUITE 250

CITY / STATE & ZIP AUSTIN, TEXAS 78738

TELEPHONE (512) 469-9292

FAX (512) 469-0391

EMAIL karen.sellers@ergon.com

CONTACT PERSON TOM O'LEARY - MOBILE (903) 752-2703

SIGNATURE David Stroud  
DAVID STROUD, TEXAS REGIONAL MANAGER

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# BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL CSS-1

COST OF MATERIALS AT PLANT SITE - 209 ROBERT NANCE ROAD, MOUNT PLEASANT, TEXAS 75455

\$ 571.20 PER TON PRECINCT #1

\$ 571.20 PER TON PRECINCT #2

\$ 571.20 PER TON PRECINCT #3

\$ 571.20 PER TON PRECINCT #4

\$ \_\_\_\_\_ PER YARD PRECINCT #1

\$ \_\_\_\_\_ PER YARD PRECINCT #2

\$ \_\_\_\_\_ PER YARD PRECINCT #3

\$ \_\_\_\_\_ PER YARD PRECINCT #4

\$ 606.20 TON PER MILE DELIVERED PRECINCT #1

\$ 606.20 TON PER MILE DELIVERED PRECINCT #2

\$ 606.20 TON PER MILE DELIVERED PRECINCT #3

\$ 606.20 TON PER MILE DELIVERED PRECINCT #4

FIRM NAME ERGON ASPHALT & EMULSIONS, INC.

ADDRESS 11612 RM 2244, BUILDING 1, SUITE 250

CITY / STATE & ZIP AUSTIN, TEXAS 78738

TELEPHONE (512) 469-9292

FAX (512) 469-0391

EMAIL karen.sellers@ergon.com

CONTACT PERSON TOM O'LEARY - MOBILE (903) 752-2703

SIGNATURE David Stroud  
DAVID STROUD, TEXAS REGIONAL DIRECTOR

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\$ .49770/ton for asphalt & polymer loads or \$ .00150/gal for  
emulsion loads.

PLEASE SEE FOLLOWING ATTACHMENT!

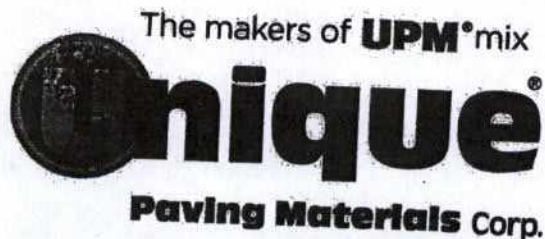
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April 1, 2021

The Commissioners Court of Red River County  
400 N. Walnut Street  
Clarksville, TX 75426

Subject: **Road Materials Bid due April 8, 2021 @ 10:00 A.M.**

To Whom it may Concern:

Enclosed please find our bid prices for Cold Mix as well as our warranty **guarantee**, product brochure and application information. Unique has been in business since **1959** and sell our pavement maintenance products from coast to coast. We have been established in Texas for many years and are *currently* selling our UPM® High Performance Cold Mix to the Cities of Dallas, Abilene and Fort Worth, as well as the Texas Department of Transportation to mention just a few. Our cold mix pile location is located at Martin Marietta Materials **1795 TX-101** Bridgeport, TX 76426.

Contact Information:

Don Kautzman – Treasurer  
Ph: 216-441-4880  
Email: [dkautzman@UniquePavingMaterials.com](mailto:dkautzman@UniquePavingMaterials.com)

Texas Account Executive: Marcus Bower Ph: 214-649-7439, Email:  
[mbower@UniquePavingMaterials.com](mailto:mbower@UniquePavingMaterials.com)

Thank you for the opportunity to bid.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Kautzman", written over a horizontal line.

Don Kautzman  
Treasurer

Enclosures

[www.UniquePavingMaterials.com](http://www.UniquePavingMaterials.com)

3993 E. 93rd Street | Cleveland, OH 44105 | Phone 800.441.4880 | Fax 216.341.8514



# BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL

UPM® HIGH PERFORMANCE COLD PATCH

\* COST OF MATERIALS AT PLANT SITE - PICKUP PRICE

DELIVERED  
PRICE

\$ \$90.00 PER TON  
\$ \$90.00 PER TON  
\$ \$90.00 PER TON  
\$ \$90.00 PER TON  
\$ No Bid PER YARD  
\$ \_\_\_\_\_ PER YARD  
\$ \_\_\_\_\_ PER YARD  
\$ \_\_\_\_\_ PER YARD  
\$ \_\_\_\_\_ PER MILE  
\$ \_\_\_\_\_ PER MILE  
\$ \_\_\_\_\_ PER MILE  
\$ \_\_\_\_\_ PER MILE

PRECINCT #1

\$119.50

PRECINCT #2

\$119.00

PRECINCT #3

\$122.75

PRECINCT #4

\$124.25

PRECINCT #1

PRECINCT #2

PRECINCT #3

PRECINCT #4

PRECINCT #1

PRECINCT #2

PRECINCT #3

PRECINCT #4

\* PLANT LOCATI.

MARTIN MARIETTA  
MATERIALS

1795 TX-101  
BRIDGEPORT, TX  
76426

FIRM NAME

UNIQUE PAVING MATERIALS CORP

ADDRESS

3993 E. 93RD STREET

CITY / STATE & ZIP

CLEVELAND, OH 44105

TELEPHONE

216-441-4880

FAX

216-341-8514

EMAIL

DKAUTZMAN@UNIQUEPAVINGMATERIALS.COM

CONTACT PERSON

DON KAUTZMAN - TREASURER

SIGNATURE

Don Kautzman

RED RIVER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

NO CHARGE ACCOUNTS WILL BE CLOSED FOR RED RIVER COUNTY DUE TO LOW  
OR NON USAGE!!



UNIQUE PAVING



Permanent Pavement  
Repair Material

MATERIALS CORP.

# HIGH PERFORMANCE GUARANTEE

UPM® COLD MIX IS GUARANTEED TO PERFORM AS FOLLOWS:

- Patches using UPM Permanent Pavement Repair Material will outlast the surrounding pavement when properly applied (see other side)
- Winter grades will remain workable for use in sub-freezing temperatures
- No primer required.
- Will not bleed through hot mix overlays.

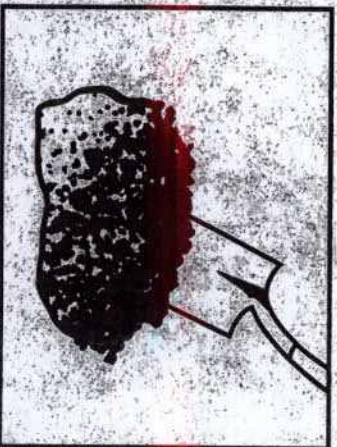
*If UPM cold mix does not meet these high-performance guidelines, UNIQUE Paving Materials Corp. will replace it. We want our customers to be like our material - PERMANENT!*



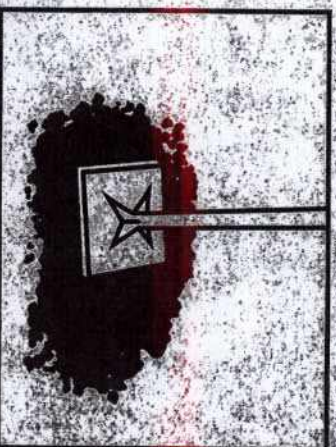
## 3 EASY STEPS TO PATCHING SUCCESS



**PREPARE:** Remove all loose dust, dirt and debris by sweeping with a broom.



**APPLY:** Shovel or pour UPM® mix into the hole. Level out 25% higher than the existing pavement to allow for compaction. If patch is deeper than 4", apply and compact in separate 2" layers. Apply only over a solid base.



**COMPACT:** Compact with a hand tamper, roller or plate compactor.

### *UPM BULK STOCKPILING:* Properly store UPM mix according to standard commercial practices.

- Place stockpile on a clean pad of asphalt or concrete and keep material from contamination.
- Dusty conditions will shorten UPM mix's stockpile life and may reduce workability.



UPM is a registered trademark of Unique Paving Materials Corp.

### **CUSTOMER SERVICE**

800-441-4880 | Fax: 877-689-8117  
[uniquepavingmaterials.com](http://uniquepavingmaterials.com)

**PROUDLY MADE IN THE U.S.A.**

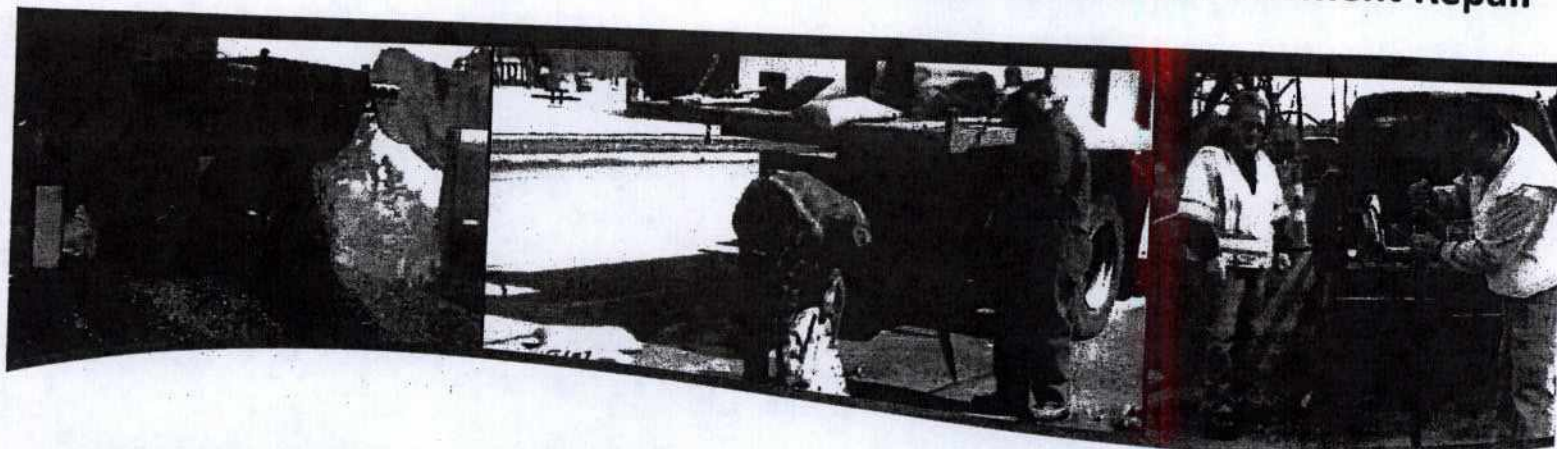






## UNIQUE, The Industry Leader

### UPM® Mix: The Best in Permanent Pavement Repair



#### UPM® Cold Mix is the **Benchmark**

Other Cold Mix Providers Try to Emulate

While many cold mix suppliers falsely refer to their products as being comparable to UPM mix, none have been able to match the high-performance of our proprietary additives.

- › UPM mix is specified on most major bid requests.
- › The federal government named UPM mix as its control material in the Strategic Highway Research Program (SHRP-H-3532 and SHRP-M/UFR-91-504) study.

#### We Define UPM® Cold Mix Quality as Guaranteed **Performance**

When too much **emphasis** is placed on producing the cheapest cold mix, **performance** suffers.

Our customers see the **value** and savings in higher quality material that **works** permanently versus buying the cheapest **material**, then having to spend more to repair the **same** holes over and over.

UPM high-performance cold mix has been used to permanently **repair** more potholes than any cold mix or cold **patch** in the industry.

#### How Does Your Current Cold Mix Stand up to UPM® Mix?

- › The most tested material by government organizations world-wide
- › Ongoing support for the life of the material
- › Reduces total repair costs
- › Region-specific formulations that ensure UPM mix works
- › Nationwide **field** support
- › On-site training in best repair practices
- › Unmatched **quality** control in every mix
- › Warranty—**guaranteed** high performance

**UPM® mix can reduce your total repair costs by **delivering** more value in a material that lasts. Call us today!**



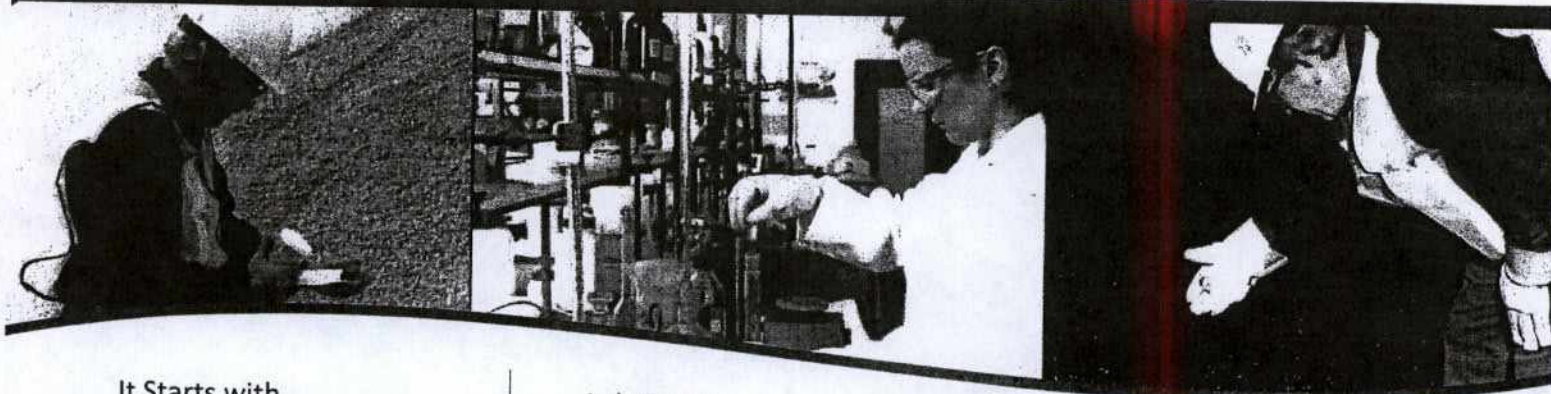
UPM® mix is a product of UNIQUE Paving Materials Corp.

UNIQUE®  
**ASPHALT**  
**SOLUTIONS**





# UPM® Cold Mix High-Performance by Design



## It Starts with Quality Rock

All raw materials we use in making UPM® mix are selected to meet our stringent quality standards.

## Lab Testing Mix Formulation

The UNIQUE lab considers specific aggregate characteristics and regional elements to design a customized formulation. The result is a region-specific mix that works every time.

## Mix is Tested Before you Use it

Before a mix can be certified as UPM cold mix, it must undergo rigorous testing in our lab as well as in the field.

UNIQUE stands behind every pound of UPM mix, every time.

## Once and Done Permanent Pavement Repair

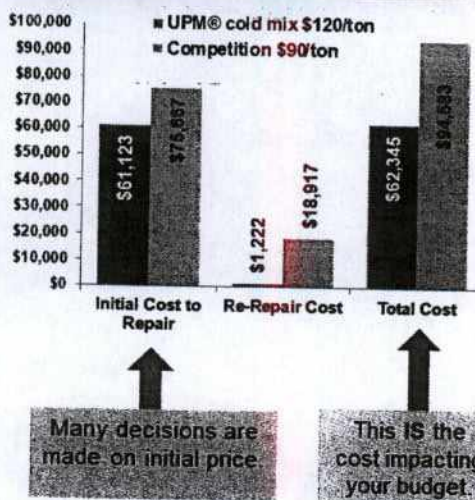
UNIQUE's proprietary additives and stringent quality control procedures for producing UPM® mix ensure that you get a pavement repair solution that will outlast the surrounding pavement. We guarantee it!

### UPM® Permanent Pavement Repair Material Compared to Competitive Cold Mix

Components of Total Cost	UPM® cold mix		Competition	
	Initial Repair	Re-Repair	Initial Repair	Re-Repair
Cold Mix price, \$/ton	\$120.00	\$120.00	\$90.00	\$90.00
Cold Mix usage, total tons/Year	100	2	100	25
Cold Mix usage, tons/month	8	0	8	2
Cold Mix Survivability	98%	98%	75%	75%
57% Labor Cost/Pothole, \$	\$16.67	\$16.67	\$16.67	\$16.67
23% Equip/Fuel Cost/Pothole, \$	\$6.67	\$6.67	\$6.67	\$6.67
20% Material Cost/Pothole, \$	\$5.70	\$5.70	\$3.15	\$3.15
Total Cost of Single Pothole	\$29.03	\$29.03	\$26.48	\$26.48

> In the above example, 1 ton of UPM mix is equal to 1.2 tons of competitive cold mix.  
> Repair material is less than 10% of repair cost, but can significantly increase total cost.  
> The 34% reduction in potholes improves safety for worker by reducing exposure to traffic

Cold Mix Source	Initial Cost to Repair	Re-Repair Cost	Total Cost
UPM® cold mix \$120/ton	\$61,123	\$1,222	\$62,345
Competition \$90/ton	\$75,967	\$18,917	\$94,883
TOTAL Saving with UPM® mix			\$32,238
Saving			34%



UPM mix is conveniently  
available in:

- > Bulk tons at approved producers
- > 2000# super sacks
- > 50# weatherproof plastic bags
- > 660# 55-gallon steel drums
- > 60# 5-gallon plastic pails
- > 24# 2-gallon plastic pails





# Once and Done, High-Performance, PERMANENT Repair

1

Using a broom or leaf blower, clean out large chunks and loose debris from the hole. UPM® mix works best if the material is applied to a solid surrounding pavement and good base.

2

Apply UPM® mix, keeping material contained in the hole. If the hole is deeper than 3" install and compact in 2" lifts. Material should be 25% higher than surface before compaction.

3

Compact with hand tamper, truck or car tire, plate compactor or roller.

## Additional step if needed

To reduce tackiness for immediate pedestrian traffic, after compaction, dust surface with sand or cement powder to help "set" UPM® mix quicker.

UPM® is a registered trademark of UNIQUE Paving Materials Corp.



Corporate Office | 800.441.4880 | 3993 E. 93rd Street, Cleveland, OH 44105 | [uniquepavingmaterials.com](http://uniquepavingmaterials.com)



## QUESTIONS ANSWERS &



**Why is UPM® mix better than others?** UPM mix is state approved and used by state DOTs all across the U.S. All raw materials are tested by our state-of-the-art laboratory to ensure quality and guaranteed performance.

**Are there seasonal grades of UPM mix?** Yes, UPM mix is available in winter, spring/fall and summer formulas. These are designed for the optimum performance during the various temperatures of application.

**What is the coverage rate of UPM mix?** Approximately 10 lbs. of UPM mix will cover a square foot 1" deep.

**Is a primer or tack coat needed before applying UPM mix?** No! UPM mix is self-priming. The proprietary liquid asphalt gives UPM mix its tenacious binding properties.

**Can UPM mix be used in wet holes?** Wet or dry, UPM mix is designed to perform in any weather, any temperature.

**Can UPM mix be used for concrete repair?** Yes, UPM mix is ideal for concrete pavements including roadways, driveways, bridge decks and parking lots.

**What is the shelf life of packaged UPM mix?** One year.

---

**Distributed by:**

UPM® is a registered trademark of UNIQUE Paving Materials Corp.



The makers of UPM mix

Corporate Office | 800.441.4880 | 3993 E. 93rd Street, Cleveland, OH 44105 | [uniquepavingmaterials.com](http://uniquepavingmaterials.com)



# BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL CORRODATED METAL PIPE (SEE ATTACHED QUOTE)

COST OF MATERIALS AT PLANT SITE

\$ _____	PER TON	PRECINCT #1
\$ _____	PER TON	PRECINCT #2
\$ _____	PER TON	PRECINCT #3
\$ _____	PER TON	PRECINCT #4
\$ _____	PER YARD	PRECINCT #1
\$ _____	PER YARD	PRECINCT #2
\$ _____	PER YARD	PRECINCT #3
\$ _____	PER YARD	PRECINCT #4
\$ _____	PER MILE	PRECINCT #1
\$ _____	PER MILE	PRECINCT #2
\$ _____	PER MILE	PRECINCT #3
\$ _____	PER MILE	PRECINCT #4

FIRM NAME CONTECH ENGINEERED SOLUTIONS

ADDRESS 2201 W. ROYAL LN STE 200

CITY / STATE & ZIP IRVING, TX 75063

TELEPHONE 972-590-2000

FAX 972-590-2039

EMAIL dknight@conteches.com

CONTACT PERSON DAVID KNIGHT

SIGNATURE 

RED RIVER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

NO CHARGE ACCOUNTS WILL BE CLOSED FOR RED RIVER COUNTY DUE TO LOW OR NON USAGE!!



Quote # QUO-442237-R0R7R0

Date	4/6/2021	Account Name	RED RIVER COUNTY - Non Taxable	Reply-To	
Quote #	QUO-442237-R0R7R0	Contact Name	RED RIVER COUNTY - Non Taxable	Contech Rep.	Chase Riggs
		Phone	(903) 427-2680	Address	2201 W. Royal Lane, Suite 260, Irving, TX, 75063
Quote Name	Red River County Bid Package April 2021 - April 2022	Fax		Phone	214-414-1762
		Email		Fax	
Project City/State	Clarksville, TX			Email	Chase.Riggs@ContechLLC.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at [www.conteches.com/cos](http://www.conteches.com/cos). A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 12" - Length : 0, Notes for Quote : as needed quantity		1.00	\$13.86	FT	\$13.86
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 15" - Length : 0, Notes for Quote : as needed quantity		1.00	\$16.63	FT	\$16.63
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 18" - Length : 0, Notes for Quote : as needed quantity		1.00	\$20.79	FT	\$20.79
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 21" - Length : 0, Notes for Quote : as needed quantity		1.00	\$23.56	FT	\$23.56
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 24" - Length : 0, Notes for Quote : as needed quantity		1.00	\$26.33	FT	\$26.33
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 30" - Length : 0, Notes for Quote : as needed quantity		1.00	\$33.64	FT	\$33.64
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 36" - Length : 0, Notes for Quote : as needed quantity		1.00	\$42.20	FT	\$42.20
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 48" - Length : 0, Notes for Quote : as needed quantity		1.00	\$55.30	FT	\$55.30
	H/C PIPE 3 x 1 GALV LS 14GA 60" - Length : 0, Notes for Quote : as needed quantity		1.00	\$102.14	FT	\$102.14
	H/C PIPE 3 x 1 GALV LS 14GA 72" - Length : 0, Notes for Quote : as needed quantity		1.00	\$123.49	FT	\$123.49
	H/C PIPE 3 x 1 GALV LS 14GA 84" - Length : 0, Notes for Quote : as needed quantity		1.00	\$143.32	FT	\$143.32
	H/C PIPE 3 x 1 GALV LS 14GA 96" - Length : 0, Notes for Quote : as needed quantity		1.00	\$163.13	FT	\$163.13
						<b>Total</b>
						<b>\$764.39</b>
						(Tax not included) <b>Net Total</b>
						<b>\$764.39</b>

**Standard Notes**

1. All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.
2. Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added.
3. Connecting Bands price = 2.5 X the LF price per diameter. Freight rate of \$500.00/truck will apply for all orders based on quantity of pipe ordered.
4. Construction loadings typically exceed the intended post-construction live load used for design. Contact your Contech representative for specific guidelines and limitations based on the construction live loads anticipated.
5. Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your Contech representative for specific information.
6. One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.
7. Prices are based on standardized loading to achieve full truckloads. If special loading requirements are needed additional freight charges will be added.



Quote # QUO-442237-R0R7R0

**Standard Notes**

- 8.Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
- 9.Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
- 10.This material will be manufactured for this particular project and is not subject to cancellation. See Section 19 of the Contech COS.
- 11.This quotation expires 15 days from the date shown. Prices are firm for shipment within 45 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

**Scope Of Work**

**Hel-Cor Pipe**

Corrugated Metal Pipe (Hel-Cor Pipe) will be provided in standard lengths. Special lengths may be provided at an additional charge and are subject to manufacturing tolerances and shipping limitations.  
Prices quoted are based on nesting diameters whenever possible. If un-nested loads are required additional freight charges will be added.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

Acceptance		Contech Engineered Solutions LLC.	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HERewith AND VIEWABLE AT <a href="http://www.conteches.com/cos">www.conteches.com/cos</a>		By	Chase Riggs
Company		(O)	214-414-1762
By		(F)	
Title		(Cell)	
Date		Title	



Quote # QUO-442237-R0R7R0

Contech - CONDITIONS OF SALE

1. **ACCEPTANCE.** This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.
2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.
3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.
4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.
5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.
6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.
7. **PASSAGE OF TITLE.** Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.
8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.
9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.
10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.
11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.
12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.
13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.
14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.
15. **TAXES.** No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.
16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:  
(1) the contract price for all products which have been completed prior to termination;  
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;  
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and  
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.
17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.
18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.
19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:  
(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or  
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.
20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.
21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.
22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15



# BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL Type D Cold Mix

## COST OF MATERIALS AT PLANT SITE

\$ <u>68.90</u>	PER TON	PRECINCT #1
\$ <u>68.90</u>	PER TON	PRECINCT #2
\$ <u>68.90</u>	PER TON	PRECINCT #3
\$ <u>68.90</u>	PER TON	PRECINCT #4
\$ _____	PER YARD	PRECINCT #1
\$ _____	PER YARD	PRECINCT #2
\$ _____	PER YARD	PRECINCT #3
\$ _____	PER YARD	PRECINCT #4
\$ <u>75.10 per ton delivered</u>	PER MILE	PRECINCT #1
\$ <u>75.50 per ton delivered</u>	PER MILE	PRECINCT #2
\$ <u>77.80 per ton delivered</u>	PER MILE	PRECINCT #3
\$ <u>78.05 per ton delivered</u>	PER MILE	PRECINCT #4

FIRM NAME Richard Drake Construction Company L.P.

ADDRESS 6290 Hwy. 271 North

CITY / STATE & ZIP Powderly, TX 75473

TELEPHONE 903-732-4781

FAX 903-732-4340

EMAIL ldrake@rdccclp.com

CONTACT PERSON Tex R. Horton - Paula Harris

SIGNATURE Tex R. Horton

**RED RIVER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**

**NO CHARGE ACCOUNTS WILL BE CLOSED FOR RED RIVER COUNTY DUE TO LOW OR NON USAGE!!**

# BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL Oil Sand

## COST OF MATERIALS AT PLANT SITE

\$ 66.80	PER TON	PRECINCT #1
\$ 66.80	PER TON	PRECINCT #2
\$ 66.80	PER TON	PRECINCT #3
\$ 66.80	PER TON	PRECINCT #4
\$	PER YARD	PRECINCT #1
\$	PER YARD	PRECINCT #2
\$	PER YARD	PRECINCT #3
\$	PER YARD	PRECINCT #4
\$ 73.00 per ton delivered	PER MILE	PRECINCT #1
\$ 73.40 per ton delivered	PER MILE	PRECINCT #2
\$ 75.60 per ton delivered	PER MILE	PRECINCT #3
\$ 76.05 per ton delivered	PER MILE	PRECINCT #4

FIRM NAME Richard Drake Construction Company L.P.

ADDRESS 6290 Hwy. 271 North

CITY / STATE & ZIP Powderly, TX 75473

TELEPHONE 903-732-4781

FAX 903-732-4340

EMAIL ldrake@rdccpl.com

CONTACT PERSON Tex R. Horton - Paula Harris

SIGNATURE Tex R. Horton

RED RIVER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

NO CHARGE ACCOUNTS WILL BE CLOSED FOR RED RIVER COUNTY DUE TO LOW  
OR NON USAGE!!



# BID SHEET FOR ROAD MATERIALS

NAME OF MATERIAL East Plant Refuse

## COST OF MATERIALS AT PLANT SITE

\$ <u>48.00</u>	PER TON	PRECINCT #1
\$ <u>48.00</u>	PER TON	PRECINCT #2
\$ <u>48.00</u>	PER TON	PRECINCT #3
\$ <u>48.00</u>	PER TON	PRECINCT #4
\$ _____	PER YARD	PRECINCT #1
\$ _____	PER YARD	PRECINCT #2
\$ _____	PER YARD	PRECINCT #3
\$ _____	PER YARD	PRECINCT #4
\$ <u>54.00 per ton delivered</u>	PER MILE	PRECINCT #1
\$ <u>54.40 per ton delivered</u>	PER MILE	PRECINCT #2
\$ <u>56.65 per ton delivered</u>	PER MILE	PRECINCT #3
\$ <u>57.05 per ton delivered</u>	PER MILE	PRECINCT #4

FIRM NAME Richard Drake Construction Company L.P.

ADDRESS 6290 Hwy. 271 North

CITY / STATE & ZIP Powderly, TX 75473

TELEPHONE 903-732-4781

FAX 903-732-4340

EMAIL ldrake@rdccclp.com

CONTACT PERSON Tex R. Horton - Paula Harris

SIGNATURE

Tex R. Horton

**RED RIVER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**

**NO CHARGE ACCOUNTS WILL BE CLOSED FOR RED RIVER COUNTY DUE TO LOW  
OR NON USAGE!!**