

FILED  
TERRI ROSS  
COUNTY CLERK

2020 FEB 14 PM 1:07

BY  UP SHUR COUNTY TX.  
DEPUTY

**The County of Upshur**  
**State of Texas**

**Bid # RB04-20**  
**For: Refined Road Oil & Emulsified Asphalt**  
**Bid opens date/time: February 14, 2020 @ 10:00 a.m.**

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

**Sealed bids shall be delivered no later than:**

**Date/Time: February 13, 2020 @ 5:00 p.m.**  
**Location: Upshur County Judge, 100 W. Tyler St, 3<sup>rd</sup> Floor County Courthouse, PO Box 790, Gilmer, TX 75644**  
**Mark Envelope: Bid-RB04-20 Refined Road Oil & Emulsified Asphalt**

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

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

Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person.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 After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

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

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

## Implementation of House Bill 1295

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

### **Changed or Amended Contracts:**

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

### **Filing Process:**

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

### **Acknowledgement by State Agency or Governmental Entity:**

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

### **Additional Information:**

Section 2252.908, Government Code.

Certificate of Interested Parties (Form 1295)\*\*

**\*\*This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

Frequently Asked Questions

*Last Revision: December 21, 2017*

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<p><b>Must file online at</b>  <b><a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a></b></p>			

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_  
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

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

### **Conflict of Interest Disclosure**

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

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

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2020-585695

Date Filed:  
02/07/2020

Date Acknowledged:

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

Ergon Asphalt & Emulsions, Inc.  
Austin, TX United States

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

Upshur County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Bid #RB04-20  
Refined Road Oil & Emulsified Asphalt

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is DAVID STROUD, and my date of birth is JANUARY 14, 1955.

My address is 11612 RM 2244, BUILDING 1, SUITE 250 AUSTIN, TEXAS, 78738, USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TRAVIS County, State of TEXAS, on the 10th day of FEB., 20 20.  
(month) (year)

David Stroud  
Signature of authorized agent of contracting business entity  
(Declarant)

## CONFLICT OF INTEREST QUESTIONNAIRE

### FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

#### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

DAVID STROUD / ERGON ASPHALT & EMULSIONS, INC.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) N/A

3 Name of local government officer about whom the information is being disclosed.

N/A  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A

7  
David Stroud  
Signature of vendor doing business with the governmental entity  
DAVID STROUD

FEBRUARY 10, 2020  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htrm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Upshur County  
Bid # RB04-20 Refined Road Oil & Emulsified Asphalt  
Instructions/Terms of Contract

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

Refined Road Oil & Emulsified Asphalt

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

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

<p><u>Bids should be clearly marked:</u> Bid # RB04-20 Refined Road Oil &amp; Emulsified Asphalt</p>
--

RETURN SEALED BID TO the following address  
February 13, 2020 not later than 5:00 p.m.

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

*FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED*

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

**GENERAL REQUIREMENTS FOR SEALED BIDS**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

General Requirements apply to all advertised requests for Sealed Bids; however, these may be superseded, whole or in part, by the INSTRUCTIONS/TERMS OF CONTRACT. Be sure your bid package is complete.

**ADDENDA**

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

**ASSIGNMENT**

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

**AWARD**

Upshur County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all Sealed Bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the County Judge of his intent to appear.

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or Cashier's Checks are not acceptable.

**CONTRACT OBLIGATION**

Upshur County Commissioners Court must award the contract before it becomes binding on Upshur County or the bidder. Department heads are NOT authorized to sign agreements for Upshur County. This contract is bound when accepted by Commissioners Court. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between Upshur County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

**DISQUALIFICATION OF BIDDER**

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

**FISCAL FUNDING**

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the contractor from the using department without penalty of any kind or form to Upshur County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Upshur County's interpretation shall govern.

#### **GOVERNING LAW**

This request for bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Upshur County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

#### **HOLD HARMLESS AGREEMENT**

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

#### **INSPECTIONS & TESTING**

Upshur County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

#### **INVOICES AND PAYMENTS**

Bidders shall submit an original invoice on each purchase order after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Upshur County Treasurer's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

#### **MAINTENANCE**

Maintenance required for equipment proposed should be available in Upshur County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information. If Upshur County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

#### **MATERIAL SAFETY DATA SHEETS**

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

#### **PRICING**

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

#### **BID COMPLETION**

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

#### **BID RETURNS**

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

#### **PURCHASE ORDER AND DELIVERY**

The successful bidder shall not deliver products or provide services without an Upshur County Purchase Order. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid document. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Upshur County without prejudice to other remedies provided by law. **Where delivery times are critical, Upshur County reserves the right to award accordingly.**

#### **SCANNED OR RE-TYPED RESPONSE**

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

#### **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

#### **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

#### **SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

#### **TAXES**

Upshur County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Upshur County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Upshur County Road & Bridge Department.

#### **TERM CONTRACTS**

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

#### **TERMINATION**

Upshur County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Upshur County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Upshur County's satisfaction and/or to meet all other obligations and requirements. Upshur County may terminate the contract without cause upon thirty- (30) days written notice. Upshur County reserves the right to award any canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

#### **TESTING**

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

**WAIVER OF SUBROGATION**

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

**WARRANTIES**

Bidders shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Upshur County may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, Upshur County may correct at the bidder's expense.

**Upshur County**  
**Bid RB04-20 Refined Road Oil & Emulsified Asphalt**  
**Instructions/Terms of Contract**

Upshur County is requesting bids on Refined Road Oil & Emulsified Asphalt. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

**Delivery For Refined Road Oil:** Bid price must include all costs, freight, FOB destination and delivery based on delivery by tank trucks ready for applications on road or pit to any location in Upshur County in quantities ordered by the Upshur County Road & Bridge Department.

**Delivery For Emulsified Asphalt:** Bid price must include all costs, freight, FOB destination and delivery based on delivery by tank trucks equipped with pump, ready for applications to Upshur County Road & Bridge Department in quantities ordered by the Upshur County Road and Bridge Department. Delivery must be made on a weekday, Monday through Friday between 7 am and 2 pm.

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

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

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

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

**Upshur County**  
**Bid RB04-20 Refined Road Oil & Emulsified Asphalt**  
**Instructions/Terms of Contract**

**NOTICE OF INSURANCE SECTION**

**Please Read Carefully**

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

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

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

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

**Upshur County**  
**Bid RB04-19 Refined Road Oil & Emulsified Asphalt**  
**Instructions/Terms of Contract**

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

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

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

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

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

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

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

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

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

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

**Upshur County**  
**Bid # RB04-20 Refined Road Oil & Emulsified Asphalt**  
**Specifications**

**Scope:**

It is the intent of Upshur County, Texas to purchase, through the competitive bidding process, Refined Road Oil and Emulsified Asphalt, for use in Road and Bridge applications. The bid will be effective starting March 1, 2020 and expiring February 28, 2021 with the option to renew for two (2) additional years contingent upon both parties, but can be canceled by either party upon giving thirty (30) days written notice to the other party.

**Award Of Contract:**

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

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

<b>Specifications/Minimum Requirements for Refined Road Oil:</b>
--

Asphalt content of 100 penetration @ 77 F.

- Minimum 65% Maximum 80%

Paraffin content

- 0.0 %

Flash Point, C.O.C

- Minimum 250 F.

Kinematic Viscosity

- Maximum 550 sct. @ 140 F.

Loss at 212 F.; 20 g., 5 hours

- Maximum 3.0%

Water and sediments

- Maximum 2.0%

Recommended Application & Mix. Delivery Temperature

- Minimum 180° Maximum 220°

Unrefined road oil, partially refined oil, tank bottom oils or residues, sludge pit oils, emulsions or any unrefined road oil by-products not in compliance with the above specifications are unacceptable.

Refined Road Oil is subject to testing the County in a competent testing laboratory. Three (3) random tests will be performed on the road oil and invoice will be forwarded on to the successful bidder. Should tests indicate road oil is not meeting specifications, Upshur County reserves the right to cancel the contract in the event the successful bidder fails to correct the noncompliance.

The successful bidder will furnish Upshur County with a certified copy of the strapping papers on each transport used to transport road oil to Upshur County job sites.

Delivery tickets must accompany all shipments and material.

Failure of successful bidder to comply with these specifications and conditions, either in services performed or quality of materials furnished will be just cause for Upshur County to cancel any contract of Purchase Order based on these specifications.

<b>Specifications/Minimum Requirements for Emulsified Asphalt:</b>
--

All Emulsified Asphalt shall be in compliance with the 2004 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, Item 300.

Delivery tickets must accompany all shipments and material.

Failure of successful bidder to comply with these specifications and conditions, either in services performed or quality of materials furnished will be just cause for Upshur County to cancel any contract of Purchase Order based on these specifications.

Emulsified Asphalt is subject to testing by the County in a competent testing laboratory. Three (3) random tests may be performed on the Emulsified Asphalt and the invoice will be forwarded on to the successful bidder. Should tests indicate the Emulsion is not meeting specifications, Upshur County reserves the right to cancel the contract in the event the successful bidder fails to correct the noncompliance.

**Bidding and Award of Contract**

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

**Escalation and De-escalation Policy**

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





ERGON ASPHALT & EMULSIONS, INC.	64-0666411
Firm Submitting Bid	Federal ID Number
11612 RM 2244, BUILDING 1, SUITE 250	
Address	
AUSTIN, TEXAS 78738	
City, State, Zip	
DAVID STROUD, TEXAS REGIONAL MANAGER	karen.sellers@ergon.com
Name and Title of Individual Submitting Bid	E-Mail Address
(512) 469-9292	(512) 469-0391
Telephone Number	Fax Number
<i>David Stroud</i>	
Signature of Authorized Representative	

**References:**

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

1. Name: HUNTER INDUSTRIES, LTD.  
P. O. BOX 2109  
Address: SAN MARCOS, TX 78667 Phone No. (512) 353-7757  
Contact person: JOHN WEISMAN Title PRESIDENT
  
2. Name: VIKING CONSTRUCTION  
2592 SHELL ROAD  
Address: GEORGETOWN, TX 78628 Phone No. (512) 930-5777  
Contact person: BARRY DUNN Title PRESIDENT
  
3. Name: BEXAR COUNTY  
233 N. PECOS, SUITE 420  
Address: SAN ANTONIO, TX 78207 Phone No. (210) 335-6710  
Contact person: TONY VASQUEZ Title OPERATIONS MANAGER

**Product:** CRS-2

**Description:** A cationic, water-based asphalt emulsion product used primarily for chip seal binder

**Properties:**

Boiling Point	212°F
% Volatiles	None
Appearance	Brown Liquid
Flammability	Non-flammable
Density	8.4 lbs/gal
Solubility	Dispersable in Water
Odor	Petroleum Odor

**Specification:** AASHTO M208, TxDOT Std Specification Item 300

Property	Test Procedure (AASHTO)	Specification	
		(min)	(max)
Viscosity, Saybolt-Furol, 122°F	T72	150	400
Sieve Test, %	T59		0.1
Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %	T59	70	
Storage Stability, 1 day, %	T59		1
Distillation Test	Residue by distillation, % by weight	T59	65
	Oil Distillate, % by volume of emulsion	T59	0.5
Tests on Residue from Distillation	Penetration, 77°F, 100g, 5 sec	T49	120
	Ductility, 77°F, 5 cm/min, cm	T51	100
	Solubility in Trichloroethylene, %	T44	97.5

**Handling**                      Protect Emulsion from freezing  
    Avoid overheating  
    Avoid excessive pumping with high shear pumps

**Storage & Application**

Storage Temperature (°F)	50 - 160
Application Temperature (°F)	125 - 175

While all statements, technical information, and recommendations contained herein are based on information our company believes to be reliable, nothing contained herein shall constitute any warranty, express or implied, with respect to the products and/or services described herein and any such warranties are expressly disclaimed. We recommend that the prospective purchaser or user independently determine the suitability of our product(s) for their intended use. No statement, information or recommendation with respect to our products, whether contained herein or otherwise communicated, shall be legally binding upon us unless expressly set forth in a written agreement between us and the purchaser/user.

**Product:** CRS-2P

**Description:** A cationic, water-based asphalt emulsion product used primarily for chip seal binder

**Properties:**

Boiling Point	212°F
Appearance	Brown Liquid
Flammability	Non-flammable
Density	8.4 lbs/gal
Odor	Petroleum Odor

**Specification:** TxDOT Std Specification Item 300

Property	Test Procedure (AASHTO)	Specification	
		(min)	(max)
Viscosity, Saybolt-Furol, 122°F	T72	150	400
Sieve Test, %	T59		0.1
Demulsibility, 35 ml 0.8% Sodium dioctyl sulfosuccinate, %	T59	70	
Storage Stability, 1 day, %	T59		1
Distillation Test	Residue by distillation, % by weight	T59	65
	Oil Distillate, % by volume of emulsion	T59	0.5
Tests on Residue from Distillation	Penetration, 77°F, 100g, 5 sec	T49	90
	Solubility in Trichloroethylene, %	T44	97.0
	Viscosity, 140°F, poise	T202	1300
	Polymer Content, wt. % (solids basis)	Tex 533-C	3
	Elastic Recovery, 50°F, %	Tex 539-C	55

**Handling**                      Protect Emulsion from freezing  
    Avoid overheating  
    Avoid excessive pumping with high shear pumps

**Storage & Application**

Storage Temperature (°F)	50 - 185
Application Temperature (°F)	110 - 160

**Product:** AE-P

**Description:** A solvent-based emulsion used primarily for prime coat on prepared granular base course

**Properties:**

Boiling Point	212°F
Appearance	Brown Liquid
Flash Point	200°F
Density	8.4 lbs/gal
Odor	Petroleum Odor

**Specification:** TxDOT Std Specification Item 300

Property	Test Procedure (AASHTO)	Specification		
		(min)	(max)	
Viscosity, Saybolt-Furol, 122°F	T72	15	150	
Sieve Test, %	T59	-	0.1	
Demulsibility, 35 ml 0.10 N CaCl <sub>2</sub> , %	T59	-	70	
Storage Stability, 1 day, %	T59	-	1	
Asphalt emulsion distillation to 500°F followed by cutback asphalt distillation of residue to 680°F	Residue after both distillations, % by weight	T59 & T78	40	-
		Total Oil Distillate from both distillations, % by volume of emulsion	25	40
Tests on Residue after all distillations	Solubility in Trichloroethylene, %	T44	97.5	-
	Float Test, 122°F, sec	T50	50	200

**Handling** Protect Emulsion from freezing  
 Avoid overheating  
 Avoid excessive pumping with high shear pumps

**Storage & Application**

Storage Temperature (°F)	60 - 160
Application Temperature (°F)	60 - 180

**Product:** CSS-1

**Description:** A cationic, water-based asphalt emulsion product used primarily for tack coat, fog seal and base stabilization

**Properties:**

Boiling Point	212°F
% Volatiles	None
Appearance	Brown Liquid
Flammability	Non-flammable
Density	8.4 lbs/gal
Solubility	Dispersable in Water
Odor	Petroleum Odor

**Specification:** AASHTO M208, TxDOT Std Specification Item 300

Property		Test Procedure (AASHTO)	Specification	
			(min)	(max)
Viscosity, Saybolt-Furol, 77°F, sec		T72	20	100
Sieve Test, %		T59		0.1
Storage Stability, 1 day, %		T59		1
Distillation Test	Residue by distillation, % by weight	T59	60	
	Oil Distillate, % by volume	T59		0.5
Tests on Residue from Distillation	Penetration, 77°F, 100g, 5 sec	T49	120	160
	Ductility, 25°C (77°F), 5 cm/min, cm	T51	100	
	Solubility in Trichoroethylene, %	T44	97.5	

**Handling**

- Protect Emulsion from freezing
- Avoid overheating
- Avoid excessive pumping with high shear pumps

**Storage & Application**

Storage Temperature (°F)	50 - 140
Application Temperature (°F)	50 - 130



**Product:** **CSS-1H**

**Description:** A cationic, water-based asphalt emulsion product used primarily for tack coat and fog seal

**Properties:**

Boiling Point	212°F
% Volatiles	None
Appearance	Brown Liquid
Flammability	Non-flammable
Density	8.4 lbs/gal
Solubility	Dispersable in Water
Odor	Petroleum Odor

**Specification:** AASHTO M208, TxDOT Std Specification Item 300

Property	Test Procedure (AASHTO)	Specification	
		(min)	(max)
Viscosity, Saybolt-Furol, 77°F	T72	20	100
Sieve Test, %	T59		0.1
Storage Stability, 1 day, %	T59		1
Distillation Test	Residue by distillation, % by weight	T59	60
	Oil Distillate, % by volume of emulsion	T59	0.5
Tests on Residue from Distillation	Penetration, 77°F, 100g, 5 sec	T49	70
	Ductility, 77°F, 5 cm/min, cm	T51	80
	Solubility in Trichloroethylene, %	T44	97.5

**Handling**

- Protect Emulsion from freezing
- Avoid overheating
- Avoid excessive pumping with high shear pumps

**Storage & Application**

Storage Temperature (°F)	50 - 140
Application Temperature (°F)	50 - 130



# CERTIFICATE OF LIABILITY INSURANCE

4/30/2020

DATE (MM/DD/YYYY)

2/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1407257 Ergon Asphalt & Emulsions, Inc. 2829 Lakeland Drive Flowood MS 39232	<b>INSURER A:</b> ACE American Insurance Company	
	<b>INSURER B:</b> National Fire and Marine Insurance Co	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

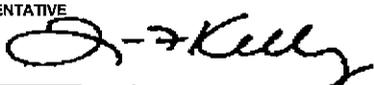
**COVERAGES**      **CERTIFICATE NUMBER:** 14023645      **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSL G71231975	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H25278975	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS	Y	Y	42-UMO-302493-04	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C65889997	4/30/2019	4/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

<b>CERTIFICATE HOLDER</b> 14023645 Upshur County 100 West Tyler Street, 3rd Floor County Courthouse Gilmer TX 75644	<b>CANCELLATION</b> See Attachments  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

## **Named Insured Schedule**

Ergon, Inc.  
Ergon - West Virginia, Inc.  
Ergon Refining, Inc.  
Ergon BioFuels, LLC  
Ergon BioSciences, Inc.  
Ergon Asphalt & Emulsions, Inc.  
Crafco, Inc.  
Paragon Technical Services, Inc.  
Paving Maintenance Supply, Inc.  
Telfer Pavement Technologies, LLC  
Ergon Terminaling, Inc.  
Ergon Oil Purchasing, Inc.  
Ergon - Baton Rouge, Inc.  
Ergon - Ironton, LLC  
Ergon - Knoxville, Inc.  
Ergon - St. James, Inc.  
Ergon - Texas Pipeline, Inc.  
Ergon Acquisition Corp.  
Ergon Foundation, Inc.  
Ergon Securities, Inc.  
Big Valley, LLC  
Ergon Properties, Inc.  
ISO Panels, Inc.  
Magnolia Marine Transport Company  
Ergon Marine & Industrial Supply, Inc.  
Ergon Trucking, Inc.  
Diversified Technology, Inc.  
LLWR, LLC  
M & L Properties, LLC  
Mirror Lake Building, LLC  
Mirror Lake Land Company  
Pearl Street Parking LLC  
PruGON Properties LLC  
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.  
Ergon - Latin America, LLC

Ergon - Asia, Inc.  
Ergon Asia (Hong Kong) Limited  
Ergon Mexico S de R.L. de C.V.  
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)  
Bay Harbour Development, LLC  
Grand Harbour Development, LLC  
Specialty Process Fabricators, Inc.  
Ergon Energy Associates, LLC  
Ergon Energy Partners, LP  
Flowood Oil, LLC  
Ergon Exploration, Inc.  
Ergon Production, Inc.  
MSLATX Pipeline Company  
Kearney Park Farms, Inc.  
Lampton-Love, Inc.  
Lacox Propane Gas Company  
Blossman L. P. Gas Service, Inc.  
Harrell Gas, Inc.  
Lacox, Inc.  
Lampton-Love Gas Company  
Lampton-Love of Magee, Inc.  
Lampton-Love of Pelahatchie, Inc.  
Liquefied Petroleum Gas Management, Inc.  
Allgas, Inc.  
Allgas, Inc., of Montgomery  
Allgas, Inc., of TN  
Magnolia Gas, Inc.  
Natchez Butane, Inc.  
Petroleum Distributor of Jackson, Inc.  
Progas Inc.  
Southern Propane, Inc.  
Starkville L.P. Gas, Inc.  
Process Oils, Inc.  
Chemical Marketing Associates DBA Process Oils, Inc.  
Telfer Geosynthetics  
Telfer Highway Technologies, LLC  
Telfer Oil Company  
Continental Western Transportation Co., Inc.

Ergon-Frazier Development I, LLC  
Bunge-Ergon Renewable Energy, LLC  
Ergon Asphalt Products - Coolidge, Inc. (Dissolved 10/8/2010)  
Ergon Asphalt Products, Inc.  
Lampton-Love Trucking, Inc.  
Mainstreet Builders, Inc. (Corporation dissolved 6/30/10)  
Pearl Street Properties, Inc. (Dissolved 08/11/2010)  
Solquim, C.A. (Sold March 2007)  
Flowood Properties LLC (Dissolved 01/23/2007)  
Georgia Emulsions, LLC (dissolved 10/21/2010)  
Bunge-Ergon Vicksburg, LLC  
Ergon Ethanol, Inc.  
Ergon Asphalt & Emulsions, Inc. dba Ergon Armor  
Ergon Asphalt Holding, LLC  
Telfer Pavement Technologies (Southeast), LLC  
Ergon Moda St. James, LLC  
Ergon Oil (Singapore) Pte. Ltd  
Ergon Oil (Indonesia)  
Ergon Construction Group, Inc.  
Ergon Construction Group, Inc. dba Alliant Construction  
Ergon Construction Group, Inc. dba Ergon Maintenance Services  
Bryan & Bryan Asphalt, LLC  
TABB Management Services, LLC  
Trinity Asphalt, Ltd.  
BMR Transport, Inc.  
Ergon Construction Group, Inc. dba ISO Panels, Inc.  
Bryan & Bryan Trucking, LLC  
Copeland Coating Company, a Division of Crafc0, Inc.  
Resinall Corporation



11612 RM 2244 (Bee Caves Road)  
Building 1, Suite 250  
Austin, TX 78738  
An Ergon Company

February 10, 2020

County Clerk's Office  
Upshur County  
P. O. Box 730  
Gilmer, Texas 75644

RE: Conflict of Interest Filing

Please find enclosed our Conflict of Interest Questionnaire which should be filed in connection with Upshur County's Bid No. RB04-20 for Refined Road Oil & Emulsified Asphalt.

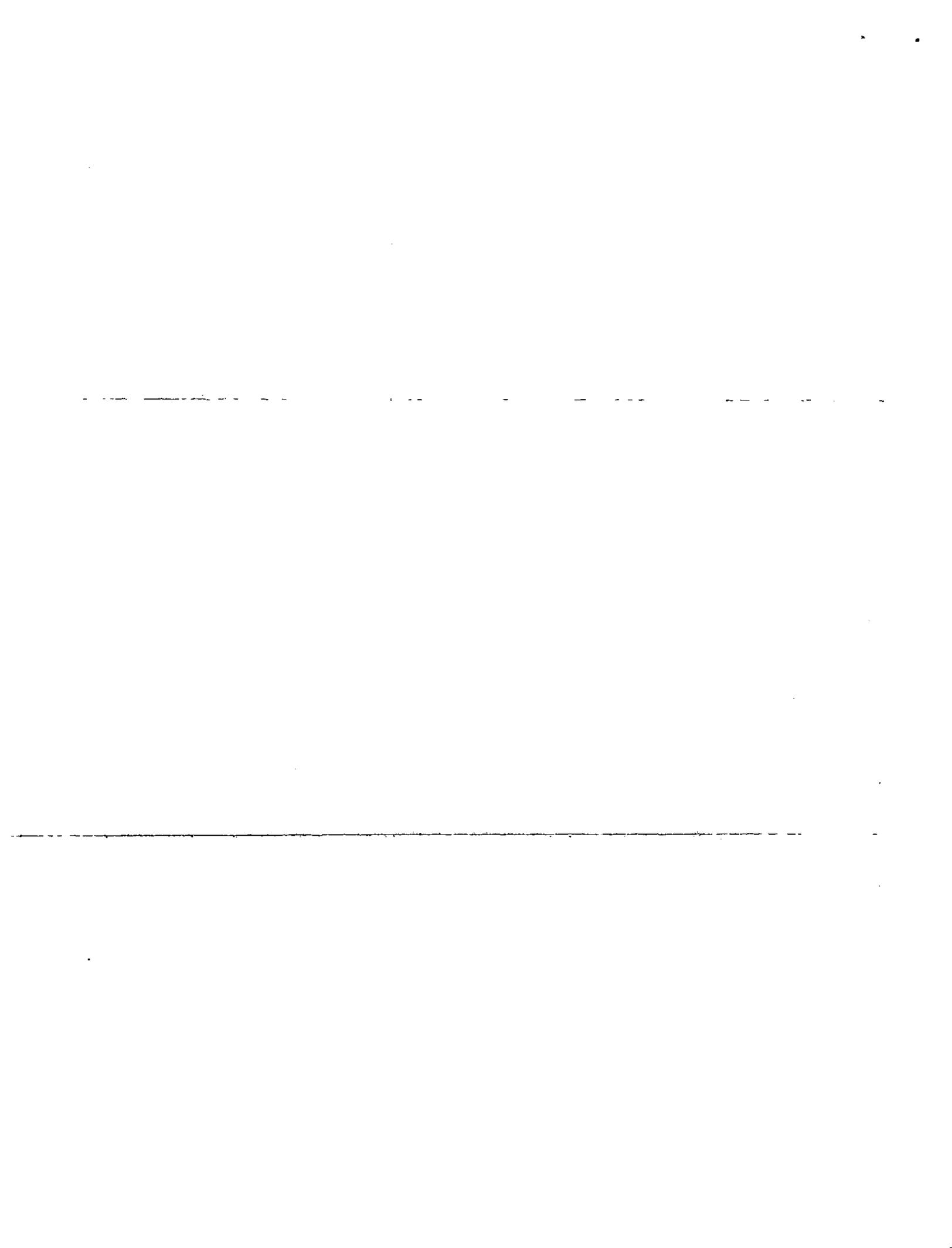
If you have any questions or need further information, please don't hesitate to contact me at (512) 469-9292.

Thank you!

*Karen Sellers*

Karen Sellers  
Account Specialist

/ks  
Enclosure



**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.  
DAVID STROUD / ERGON ASPHALT & EMULSIONS, INC.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) N/A

3 Name of local government officer about whom the information is being disclosed.  
N/A  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A

7 David Stroud  
Signature of vendor doing business with the governmental entity  
DAVID STROUD  
FEBRUARY 10, 2020  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

FILED  
TERRI ROSS  
COUNTY CLERK  
2020 FEB 14 PM 1:58  
UPSON COUNTY, TX