

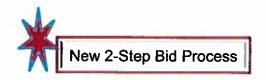


Williamson County INVITATION FOR BID

Flexible Base

Bid # 14IFB00231

Williamson County Purchasing
Department
901 S. Austin Avenue
Georgetown, TX. 78626
www.wilco.org|Purchasing
512-943-3553





Important Information:

This is a two (2) step bid process.

Step 1 - contains information relative to the only submission you are required to make by the deadline: Tuesday April 22, 2014 at 2:30 PM

Step 2 – contains the following information:

- Technical Specifications
- Terms and Conditions
- General Instructions
- Bid Format
- Explanation of the 2nd Step of this 2 step process
- Important Schedules that will be required to be submitted in Step 2. This
 information may be required from you if the bid we receive from you in Step 1
 is the 'apparent' lowest and best bid submitted,

Please be aware that <u>BOTH</u> Steps 1 and 2 contain IMPORTANT information that is an integral part of this IFB and will be a part of any resulting agreement.

STEP 1

Step 1 allows us to gather the bid information necessary to determine who has submitted the 'apparent' lowest bid. It includes:

- the Signed and Completed Bid Form (Price Sheet Schedule "A")
- required documents and information listed in the bid package in Schedule "C"
- Submitted to:
 - o the designated location
 - o by the designated deadline

Be sure and read the technical specifications closely prior to submitting your offer to Williamson County. These technical specifications are found in Schedule "B" of this IFB. That's it – you will have completed the initial step of the bidding process.



INVITATION FOR BIDS (IFB) -Public Announcement and General Information-

Flexible Base

Bid # 14IFB00231

BIDS MUST BE RECEIVED ON OR BEFORE: Tuesday April 22, 2014 at 2:30 PM

BIDS WILL BE PUBLICLY OPENED: Tuesday April 22, 2014 at 2:30 PM

NON-MANDATORY PRE-BID

Thursday, April 10, 2014 at 2:30PM at the Williamson Purchasing Department, 901 S. Austin Ave, Georgetown, TX 78626

BID SUBMISSION

Notice is hereby given that sealed Bids will be accepted by the Williamson County Purchasing Department for Bid # 14IFB00231, Flexible Base. Specifications for this Bid may be obtained from http://wilco-online.org/eBids/Bids.aspx.

Bids are to be addressed to the Williamson County Purchasing Agent, 901 South Austin Avenue, Georgetown, TX 78626, with the Bid number and Bid name marked on the outside of the envelope. Bidders should forward one (1) original, and one (1) copy of their Bid on CD (or other portable storage device) to the address shown below. Late Bids will be rejected as non-responsive. Bids will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Bidders are invited to attend the sealed Bid opening.

BID NAME:

Flexible Base

BID NO:

Bid # 14IFB00231

DUE DATE/TIME:

Tuesday April 22, 2014 at 2:30 PM

MAIL OR DELIVER TO: Williamson County Purchasing Department

Attn: Flexible Base Bid # 14IFB00231

901 South Austin Avenue Georgetown, TX 78626

Any questions, clarifications or requests for general information should be directed to the contact listed below:

Assistant Purchasing Agent 901 South Austin Avenue Georgetown, TX 78626 purchase@wilco.org Questions must be submitted via email, and are due by 5PM CST on Thursday April 17, 2014. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted and updated on a daily basis to the Williamson County portal, http://wilco-online.org/eBids/Bids.aspx

It is the Bidder's responsibility to check with Williamson County's Purchasing Department prior to submitting your Bid to ensure that you have a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information. Any addenda and/or other information relevant to the IFB will be posted on the Williamson County vendor portal at the following link: http://wilco-online.org/eBids/Bids.aspx

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB. The items listed below are an important part of this Bid:

- · Bidders are strongly encouraged to carefully read the entire IFB.
- Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
- All Bids must be received in the Williamson County Purchasing Department before the opening, which will be on the date and at the time set forth in the 'Public Announcement and General Information' provided above. Bids received after the submittal deadline will be considered void and unacceptable and returned to the Bidder unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.
- Facsimile transmittals will NOT be accepted.
- Contract Administration
 - J. Terron Evertson P.E. Williamson County Director of Road & Bridge Division (or successor) at 3151 SE Innerloop Ste. B Georgetown, TX, shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Bidder.

The Bidder's Bid, and all IFB requirements listed as 'Mandatory' will need to be submitted in accordance with Schedule "C" of this IFB package. Failure to fully complete and return required forms/affidavits/documents required by this IFB in accordance with the information provided in Schedule "C" may, at Williamson County's sole discretion, render your Bid null and void.

HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM - 12:00 PM AND 1:00 PM - 5:00 PM CENTRAL TIME MONDAY - FRIDAY, EXCLUDING WILLIAMSON COUNTY HOLIDAYS. THE PURCHASING DEPARTMENT IS CLOSED DURING LUNCH FROM 12:00PM - 1:00PM.

STEP 1

-This is the ONLY Item Required to be submitted before the deadline of: TUESDAY APRIL 22, 2014 AT 2:30 PM-

SCHEDULE "A" PRICE SHEET

-REQUIRED AS A PART OF STEP 1-

THIS FORM MUST BE COMPLETED AND RETURNED BY THE DEADLINE OF: Tuesday April 22, 2014 at 2:30 PM

The undersigned Bidder, having become familiar with this IFB agrees to furnish the goods and/or services in accordance with this IFB.

Bidder Name: Industrial Asphalt and Aggregates

| ITEM# | DESCRIPTION | Estimated Quantity | UNIT | UNIT PRICE | | |
|-------|---|-----------------------|------|---------------|--|--|
| 1 | Flexible Base, TxDOT Item 247, Type A Grade 1 | 80,000 | TON | \$5.25 | | |
| 2 | Flexible Base, TxDOT Item 247, Type A Grade 2 | 160,000 | TON | \$5.25 | | |
| 3 | Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 1 | 40,000 | TON | \$5.25 | | |
| 4 | Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 2 | 80,000 | TON | \$5.25 | | |

Schedule "A" - continued

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the evaluation of the Bid.

☑ <u>I will offer the quoted prices to all authorized entities during the term of the contract.</u>

| i will not | offer the quoted prices to all authorized entities. |
|---------------------------------|---|
| | ed hereby certifies that he or she has read the terms of this IFB and understands that |
| read and unde waive any info | et (Schedule "A") is a part of a complete IFB package which he or she has carefully erstands. The undersigned acknowledges that Williamson County reserves the right to rmality in or to reject any or all Bids. The undersigned further agrees that this bid is valid calendar days from the deadline for submittal of bid to Williamson County. |
| Bidder Name: | Industrial Asphalt and Aggregates |
| Address: | 9020 N. Capital of TX Highway Bldg. II, Suite 250 Austin TX |
| Telephone: | (210) 243-8051 Email: jose.cruz@rammingcompanies.com |
| Contact Name | e (please print): Jose Cruz |
| Authorized Sig | gnature: |
| | sentative Capacity of Signer; |
| State of Incorp | oration/Organization or Primary Place of Business:TX |

Schedule "B"

BID SPECIFICATIONS

General Information

Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2004.

Invoiced tonnage shall be based on certified scale weights, including moisture, at the time of shipment.

Location is an important factor in evaluation of bids, due to transportation costs which must be taken into consideration. **Material will be picked up at plant site by Williamson County.** Williamson County reserves the right to evaluate the bids based on estimated County transportation costs.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful Bidder(s) during the term of this contract, the County reserves the right to purchase the item(s) from a source other than the successful Bidder(s) and shall not be in violation of any terms or conditions of said contract.

Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term beginning on the date of Commissioners' Court award and continue for twelve (12) months thereafter.

Contract Extensions

The Commissioners Court reserves the right to extend this Contract, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County. If approved, this extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this Contract, including all extensions will not exceed a maximum combined period of Thirty-six (36) months. The extension of this Contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Successful Bidder may elect to terminate this Contract, with no additional liability to Williamson County. Williamson County and the Successful Bidder agree that termination shall be the Successful Bidder's sole remedy under this circumstance.

Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by Williamson County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk. Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

Material Quality. Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Sampling, Testing, and Inspection. Upon award, the successful Bidder shall submit the following test reports from an approved independent testing laboratory, providing the proposed materials compliance and adequacy.

- Sieve Analysis
- Atterberg Limits on portion passing No. 40
- Standard Proctor moisture Density Curve
- Triaxial Compressive Strength or CBR test
- Maximum Dry Density (dry tons per cubic yard), ASTM C-29

The material requirements and standard test methods in effect at the time the proposed Contract is advertised, govern. Additional testing may be requested by the County on any and/or all items on this contract.

Material which that has been tested and approved at a supply source or staging area may be reinspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Plant Inspection and Testing. The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

ITEM 247 - Flexible Base

Flexible Base Type A Grade 1 shall have a classification of no less than 1 Flexible Base Type A Grade 2 shall have a classification of no less than 2.3 Flexible Base Type E, Grade 4 Mod 1 shall conform to the following gradation:

| Master gradation sieve size | % Retained |
|-----------------------------|------------|
| 2 1/2 " | 0-10 |
| 1 3/4 " | 10-40 |
| 7/8 " | 20-50 |
| 3/8" | 25-65 |
| # 4 | 40-85 |
| # 40 | 70-100 |

Table 1: Gradation Specification for TY E, Grade 4, Mod 1

Flexible Base Type E, Grade 4 Mod 2 shall conform to the following gradation:

| Master gradation sieve size | % Retained |
|-----------------------------|------------|
| 2 1/2 " | - |
| 1 3/4 " | 0 |
| 7/8 " | 10-35 |
| 3/8" | 30-50 |
| # 4 | 45-65 |
| # 40 | 70-90 |
| #200 | 87-95 |

Table 2: Gradation Specification for TY E, Grade 4, Mod 2

In addition to the specifications, TxDOT Special Provision 247-033,(following) shall be utilized

SPECIAL PROVISION

247---033

Flexible Base

For this project, Item 247, "Flexible Base," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 247.2. Materials, Section A. Aggregate, Table 1. Material Requirements is replaced by the following:

Table 1 Material Requirements

| Property | erty Test Method | | Grade 2 | Grade 4 | Grade 5 | |
|--|---------------------|-------|---------|---------|-------------|-------|
| Master gradation sieve size (cumulative % retained) | | | | | | |
| 2-1/2 in. | Tex-110-E | - | 0 | 0 | | 0 |
| 1-3/4 in. | 16x-110-E | 0 | 0-10 | 0–10 | | 0-5 |
| 7/8 in. | | 10-35 | - | - | As shown on | 10–35 |

| 3/8 in. | | 30-50 | | (1) | the plans | 35-65 |
|---|-----------|-------------------------------|-------------------------------|------------------|-----------------------|-------|
| No. 4 | | 45–65 | 45-75 | 45-75 | 1 | 45-75 |
| No. 40 | | 70-85 | 60-85 | 50-85 | 1 | 70-90 |
| Liquid Limit, % max. ¹ | Tex-104-E | 35 | 40 | 40 | As shown on the plans | 35 |
| Plasticity Index, max.1 | Tex-106-E | 10 | 12 | 12 | As shown on the plans | 10 |
| Plasticity index, min.1 | | | | As shown on the | plans | |
| Wet ball mill, % max. ² | | 40 | 45 | Ster | As shown on the plans | 40 |
| Wet ball mill, % max. increase passing the No. 40 sieve | Tex-116-E | 20 | 20 | - | As shown on the plans | 20 |
| Classification, max. 3 | Tex-117-E | When shown on the plans | When shown on the plans | - - - | As shown on the plans | - |
| Min. compressive strength, psi | | | | | - As shown on | |
| lateral pressure 0 psi | Tex-117-E | 45 | 35 | , T. | the plans | (7.4 |
| lateral pressure 3 psi | | 1 | 700 | 07/ | die plans | 90 |
| lateral pressure 15 psi | | 175 | 175 | 474 | | 175 |

[•] Determine the plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.

Article 247.2. Materials, Section A. Aggregate, Section 3. Recycled Material, Section b. Recycled Material (Including Crushed Concrete) Requirements, Section (1), successful Bidder Furnished Recycled Materials is supplemented by the following:

Provide recycled materials that have a maximum sulfate content of 3000 ppm when tested in accordance with Tex-145-E.

Article 247.4. Construction, Section C. Compaction is supplemented by the following:

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E when Complete in Place measurement is specified. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the successful Bidder's expense.

Article 247.4. Construction, Section C. Compaction, Section 2. Density Control first paragraph is replaced by the following:

Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction at not less than 1 percentage point below the optimum moisture content determined by Tex-113-E. Determine the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed.

When a soundness value is required by the plans, test material in accordance with Tex-411-A.

[•] When Classification is required by the plans, a triaxial Classification of 1.0 or less for Grades 1 and 2.3 or less for Grade 2 is required. The Classification requirement for Grade 4 will be as shown on the plans.



Schedule "D"

Bidder References -Required as a part of Step 2-

THIS FORM MUST BE COMPLETED AND RETURNED IN ACCORDANCE WITH SCHEDULE "C" OF THIS IFB List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

| | <u>Reference 1</u> |
|------------------------------------|---|
| Client Name: Travis County | Location: <u>Travis County</u> City or County |
| | Title: Public Works Director |
| Phone: (512) 854-7676 | _Email: |
| Contract Dates: 2013 Start | Contract Value: \$_250,000 |
| Scope of Work: Hot Asphalt | |
| | |
| | Reference 2 |
| Client Name: City of Austin | Location: City of Austin Street and Bridge City or County |
| Contact Name: <u>Lisa Escobedo</u> | Title: Public Works Director |
| Phone: <u>(512) 974-8758</u> | Email: |
| Contract Dates: 2013 Start | Contract Value: \$_560,000 |
| Scope of Work: Hot Asphalt | |
| | |
| | Reference 3 |
| | |
| Client Name: Hays County | Location: Hays County City or County |
| Contact Name: Liz Gonzales | Title: _County Clerk |
| Phone: (512) 393-7738 | Email: |
| Contract Dates: 2013 Start | Contract Value: \$_189,000 |
| Scope of Work: Hot Asphalt | |

SCHEDULE "E" CONFLICT OF INTEREST QUESTIONNAIRE

| For Bidder or other person doing business with local government entity | | | | | | |
|---|--|--|--|--|--|--|
| This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. | OFFICE USE ONLY | | | | | |
| By law this questionnaire must be filed with the records administrator of the local government not later than the 7 th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code. | | | | | | |
| A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor. | | | | | | |
| 1. Name of person doing business with local governmental entity. | | | | | | |
| None | | | | | | |
| 2. Check this box is you are filing an update to a previously filed question | | | | | | |
| (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7 th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) | | | | | | |
| Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money. | | | | | | |
| No | | | | | | |
| Describe each affiliation or business relationship with a person who is a and who appoints or employs a local government officer of the local gov subject of this questionnaire. | a local government officer vernmental entity that is the | | | | | |
| No | | | | | | |
| CONFLICT OF INTEREST QUESTIONNAIRE | FORM | | | | | |
| CIQ | Page | | | | | |
| | 9- | | | | | |

| 2 Foi | r Bio | dder or other p | oerson doi | ng business with loca | l government ent | ity | | |
|----------|------------|--|--|---|---------------------------------------|---------------------------|------------------------------|--|
| 5. | Nar sec | me of local gove | rnment officenswer to A, I | er with whom filer has affili 3, or C is YES.) | ation or business rela | ationship. (C | complete this | |
| | the nec | filer has affilia cessary. | tion or busi | subparts A, B, C & D, ness relationship. Attac | ch additional pages | s to this For | m CIQ as | |
| | A. | Is the local go income from t | overnment of the filer of the f | officer named in this sed he questionnaire? | tion receiving or lil | kely to recei | ive taxable | |
| | | ☐ Yes | χN | 0 | | | | |
| | B. | Is the filer of t direction of th from the local | e local gov | nnaire receive or likely t ernment officer named nt entity? | o receive taxable in this section AND | ncome from the taxable | or at the e income is not | |
| | | ☐ Yes | χN | 0 | | | | |
| | C. | C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? | | | | | | |
| | | ☐ Yes | χN | o | | | | |
| | D. | Describe eac | h affiliation | or business relationship |) : | | | |
| | | | | | | | | |
| 6. | De | scribe any othe | er affiliation | or business relationshi | p that might cause | a conflict o | f interest. | |
| 7. | | Bidder Name: | Jose Cr | uz / Sales Manager | | | 1 | |
| | | Authorized | ()-1 | | | | Signature: _ | |
| | | Title / | or/ | Representative | Capacity | of | Signer: | |
| | | Date: 5 | -6 | , 20 | _ | | | |

SCHEDULE "F" BID AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA

ACKNOWLEDGMENT OF ADDENDA

RESPONDENT HEREBY ACKNOWLEDGES RECEIPT OF ALL ADDENDA THROUGH AND INCLUDING:

INITIAL AND ACKNOWLEDGE # OF ADDENDA IN BLANK

| ADDENDUM # | ADDENDUM # | ADDENDUM#_ | ADDENDU | м# |
|--|--|--|--|---|
| as correct and final. Big | es that the IFB and the Bi dder further certifies and a ded at the price Bid, and u | agrees to furnish any a | nd/or all goods and/o | nd are submitted or services upon |
| STATE OF TEXAS | COUNT | Y OF Travis | | |
| BEFORE ME, the unde | ersigned authority, a Nota | ry Public in and for the | State of Texas | , on this |
| day personally appear after being by me duly | ed <u>Jose Cruz</u> sworn, did depose and sa | ау: | (Name o | of Signer), who |
| "I, Jose Cruz | | (Name of S | <i>igner</i>) am a duly aut | horized officer |
| of/agent for_Industrial A | sphalt and Aggregates | (Name of B | idder) and have bee | n duly |
| authorized to execute | the foregoing on behalf o | of the said_ Industria | ll Asphalt and Aggrega (Name of Bidder). | ites |
| person or persons eng certify that the Bidder is in any pool or agreeme any person or persons | e foregoing Bid has not to aged in the same line of s not now, nor has been to nt or combination, to conto to submit a Bid or not to | business prior to the of for the past six (6) more rol the price of services | official opening of thi nths, directly or indir | is Bid. Further, I rectly concerned |
| Name and Address of I | | TV I I Dide II Cu | ito 250. Austin TV 797 | 750 |
| Fax: (512) 251-3709 | and Aggregates, 9020 N Ca | | 243-8051 | |
| Ву: | | Printed Name: <u>Jo</u> | se Cruz | |
| Title: Sales Manager | | _ | | |
| SUBSCRIBED AND S | WORN to before me by th | ne above-named | Tose Cruz | on |
| this the 6 day o | of May | Notary Public in a the State of | and for | CRISTINA PICCIONI |
| | | | | MY COMMISSION EXPIF November 2, 2015 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/06/2014

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 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).

| C | ertificate holder in lieu of such endors | ement(s) | • | | | | | | |
|-------------|--|----------------------------------|--|---|--------------------------|---|--|-----|---|
| PRO | DUCER | | | CONTACT NAME: | | | 1 = 1 0 | | |
| | Marsh USA, Inc. 1166 Avenue of the Americas | | | PHONE FAX (A/C, No, Ext): (A/C, No): | | | | | |
| | New York, NY 10036 | | | E-MAIL ADDRESS: | | | | | |
| | | | | | NAIC# | | | | |
| 5086 | 628-All-GAWU-14-15 | | | INSURER A : A | | 22667 | | | |
| INSU | JRED | | | INSURER B : Ir | demnity | Insurance Compa | ny Of North America | | 43575 |
| | INDUSTRIAL ASPHALT LLC 9020 N. CAPITAL OF TEXAS HIGHWAY | | | INSURER C : N | | | | | N/A |
| | BUILDING II SUITE 250 | | | INSURER D : | | | | | |
| 1 | AUSTIN, TX 78759 | | | INSURER E : | | | | | |
| | | | | INSURER F : | | | | | |
| CO | VERAGES CER | TIFICATE | NUMBER: | NYC-006782 | 2607-04 | | REVISION NUMBER: 4 | | |
| TI | HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY INCLUSIONS AND CONDITIONS OF SUCH | QUIREME PERTAIN, POLICIES. | NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE | OF ANY CON ED BY THE F BEEN REDUC | TRACT OLICIE ED BY | OR OTHER I S DESCRIBEI PAID CLAIMS. | DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO | | WHICH THIS |
| INSR LTR | TYPE OF INSURANCE | ADDL SUBR | POLICY NUMBER | POLI (MM/D | CY EFF D/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | rs | |
| A | GENERAL LIABILITY | | HDO G27332067 | 03/31/2 | | 03/31/2015 | EACH OCCURRENCE | \$ | 2,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | \$ | 10,000 |
| | GEAING-NAGE COOCH | | | | | | PERSONAL & ADV INJURY | \$ | 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ | 4,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | \$ | 4,000,000 |
| | y PRO- X 100 | | | | | | SIR | \$ | 500,000 |
| A | AUTOMOBILE LIABILITY | | ISA H08820417 | 03/31/2 | 2014 | 03/31/2015 | COMBINED SINGLE LIMIT (Ea accident) | \$ | 5,000,000 |
| " | V | | | | | | BODILY INJURY (Per person) | \$ | 1)0.10000000000000000000000000000000000 |
| | ALL OWNED SCHEDULED | | | | | | BODILY INJURY (Per accident) | \$ | |
| | AUTOS AUTOS X NON-OWNED | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | A HIRED AUTOS A AUTOS | | | | | | SIR | \$ | 500,000 |
| \vdash | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | \$ | |
| | UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$ | |
| | | | | | | | | s | |
| В | DED RETENTION \$ WORKERS COMPENSATION | | WLR C47887471 (AOS) | 03/31/ | 2014 | 03/31/2015 | X WC STATU- OTH- TORY LIMITS ER | | |
| В | AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE | | WLR C47887574 (AZ) | 03/31/ | 2014 | 03/31/2015 | E.L. EACH ACCIDENT | \$ | 1,000,000 |
| | OFFICER/MEMBER EXCLUDED? | N/A | | | | | E.L. DISEASE - EA EMPLOYEE | | 1,000,000 |
| İ | (Mandatory in NH) If yes, describe under | | | | | | E.L. DISEASE - POLICY LIMIT | s | 1,000,000 |
| | DÉSCRIPTION OF OPERATIONS below | | | | | | E.E. BIOLANCE TOLIOTELINITY | 1 - | |
| | | | | | | | | | |
| | | | | | | | | | |
| DES | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC | LES (Attach | ACORD 101, Additional Remarks | Schedule, if mor | e space i | s required) | ITDACT | | |
| CER | TIFICATE HOLDER IS INCLUDED AS ADDITIONAL | INSURED (E | XCEPT WORKERS COMPENSATI | ON) WHERE REC | MIKED E | BY WRITTEN CON | TRACT. | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| L | | | | CANCELL | ATION | and the second | | | |
| CE | RTIFICATE HOLDER | | | CANCELL | AHON | | | | |
| | WILLIAMSON COUNTY 901 SOUTH AUSTIN AVE. GEORGETOWN, TX 78626 | | | THE EXP | IRATIO | N DATE TH | ESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS. | | |
| | | | | AUTHORIZED | | ENTATIVE | | | |

lessico

Cullon

Jessica Cullen

Form (Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

| | Name (as shown on your income tax return) | - | | | | | | | | |
|---|--|--------------|---------|----------|-----------|----------|--------------|---------------|-------------|---|
| | Industrial Asphalt, LLC | | | | | | | | | |
| 2 | Business name/disregarded entity name, if different from above | | | | | | | | | |
| | | | | | | | | | | |
| Print or type Specific Instructions on page | Check appropriate box for federal tax classification: | | | | | | | | | |
| 8 | ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ 1 | Trust/estate | | | | | | | | |
| pe | | | | | | | | xemp | t pay | ee |
| Print or type | Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner | rship) ► | | Р. | | | | | | |
| nt o stru | | | | | | | | | | |
| <u>E</u> = | Other (see instructions) ▶ | Requester' | | n and a | tdragg | Inntin | nal) | | ····· | |
| ciji | Address (number, street, and apt. or suite no.) | Requester | 5 Hall | e and a | uresc | ι (ομιιο | icity | | | |
| be | 9020 N Capital of Texas Hwy. Bldg. II Ste. 250 | | | | | | | | | |
| See | City, state, and ZiP code | | | | | | | | | |
| ű | Austin, TX 78759 | <u> </u> | | | | | | | | |
| | List account number(s) here (optional) | | | | | | | | | |
| | The state of the s | | | | | | | | | |
| Pal | Taxpayer Identification Number (TIN) | "line S | ocial s | ecurity | numi | oer | | | | |
| 6m m | your TIN in the appropriate box. The TIN provided must match the name given on the "Name old backup withholding. For individuals, this is your social security number (SSN). However, for | na | T | | | | | T | T | |
| | ant alian colo proprietor or disregarded entity see the Part I instructions on page 3. For other | | | - | - | | - | | | |
| | ent alien, sole prophetor, or dislegation number (EIN). If you do not have a number, see How to get as, it is your employer identification number (EIN). If you do not have a number, see How to get as, it is your employer identification number. | 31 d L | | L1 | | | - | | | *************************************** |
| | n page 3. . If the account is in more than one name, see the chart on page 4 for guidelines on whose | E | mploy | er iden | tificat | ion nui | nber | | | |
| | er to enter. | | | | 7 | | 6 0 | 2 | 7 | |
| 1160111 | | 7 | 4 | - 2 | 7 | 6 | | 2 | Ľ | |
| Par | Certification | | | | | | | | | |
| Linde | r penalties of perjury. I certify that: | | | | | | | | | |
| 1. Th | e number shown on this form is my correct taxpayer identification number (or I am waiting for | r a number | to be | issued | to m | ie), ani | t | | | |
| | the state of the s | h) I have no | t bee | n notifi | ed by | the ir | tern | al Re | venu | е |
| Se | ervice (IRS) that I am subject to backup withholding as a result of a failure to report all linerest | or divident | ds, or | (c) the | IRS | ias no | titiec | me | tnat | am |
| no | longer subject to backup withholding, and | | | | | | | | | |
| 3. 1 a | m a U.S. citizen or other U.S. person (defined below). | | | | | | . 1 | | اس ا با | |
| | the IRS t | hat you are | curre | ently su | bject | to ba | ckup r mo | witr rtaac | inola ie | ing |
| because you have failed to report all interest and dividends on your tax return. For real estate transactions, telm 2 does not deply that the state of the contributions to an individual retirement arrangement (IRA), and | | | | | | | | | | |
| gene | interest paid, acquisition or abandonment of secured property, darkellation of deat, contribution to deat, contribution of the secure property than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the | | | | | | | | | |
| instru | ictions on page 4. | | | | | | | | | |
| Sigr | | ate > | 10 | , | 2.7 | 121 | | | | |
| Her | 9 U.S. person ► HAB NUSMUDINA | are / | W | 16, | <u>20</u> | -7 | | | | |

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a ferm other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.