WILLIAMSON COUNTY

CEMENT FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

NAME OF Ve	endor: MARTIN M.	ARIET	TA			
Mailing Addre	ess: 7781 FM	1102				
·	city: NEW BRAUN		state: $\overline{\mathcal{TX}}$ Zip:_	78132		
Email Addres	ss: <u>dewitt.</u> c					
Telephone: (5/2 <u>396-<i>5</i>88</u> 2	2	Fax: (<u>5/2</u>)	396-7064		
Mobile Phone	e:(<u>5/2</u>) <u>658-526</u>	8				
ITEM:#	DESCRIPTION	UNIT	EXPECTED QUANTITY	UNIT PRICING — DELIVERED TO CENTRAL MAINTENANCE FACILITY ¹	UNIT PRICING DELIVERED TO PROJECT SITE WITHIN WILCO AND SPREAD	UNIT PRICING - PICKED ÜP
1	Portland Cement Type I/II	Ton	-3 ,500	\$129.16/tow PLUS FUEL SURCHARGE \$10.42/FON	see Freight Rate sheet	\$115.00 PERTON
2	Portland Cement Type I/II	Bag ²	200			
Note 2: Bagu	Central Maintenance Facility, Resize shall be 94 lb. Ween Special Spe	4		p, Georgetown, TX 7862 Date:		
Printed Name and Title of Signer: De Witt CARNES						



Material Ouotation

Hunter Cement 7781 F.M. 1102 New Braunfels, TX. 78132 Telephone (512) 396-5882

email: dewitt.carnes@martinmarietta.com

Date: 11/2/2016

Project #: Williamson County Unified Road & Bridge System

Location: 3151 SE Inner Loop - Georgetown

County: Williamson

the Terms and Conditions listed herein:					
MATERIAL	Quantity	Material	Current	Spread Fee	
DESCRIPTION	tons	Price/ton	FSC %	Per Load	 Hunter
Hunter Type I/II Portland Cement Delivered	3,500	\$129.16			
25 ton minimum freight					
Fuel Surcharge Subject to Fluctuate			3%		
Spread Fee Per Load				\$175.00	
Price per ton delivered would vary - see rate sheet					

*Please add \$175.00/load for spreader bar.

Delivered pricing is provided for budgetary purposes only. Martin Marietta will make a diligent effort to provide trucking at the rate quoted but cannot be held liable due to trucking rate increases or inadequate delivery performance. In addition, due to increased volume on the UP Rail System, Martin Marietta cannot assume liability for any UP delays.

*Pricing based upon all quoted materials being purchased from Martin Marietta Materials. For individual pricing please contact your sales representative.

**See Terms and Conditions Note 7

Terms and Conditions:

- 1. This quotation will be valid for a period of time extending (30) days from the date set forth above. In order to make it a binding agreement, the Customer must accept all of its terms by signing and returning a copy to Martin Marietta within that period of time. Any quotation that is not signed and returned within thirty (30) days will lapse.
- 2. If the terms of this quotation are accepted, it will constitute an agreement under which Martin Marietta will self the products shown to the Customer, and the Customer will purchase such products from Martin Marietta, for the prices indicated, over the next following 12 month(s), or longer period of time if agreed to by the parties in writing. Note: As referenced in term (7) below, pricing may vary due to freight fuel surcharges or changes to haul rates.
- 3. All products will meet the written specifications of the project referenced above, or, if no project is referenced, the customary specification of Martin Marietta for such products. No other specification will apply, including those relating to moisture. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
- 4. All products will be delivered FOB at the particular facility of Martin Manietta indicated above, or as otherwise shown. Deliveries will occur in a manner that conforms to customary industry practice. If deliveries are to occur at a jobsite, a safe and secure delivery area must be provided by the Customer.
- 5. The Customer will be responsible for all compaction and other preparatory work required at the jobsite prior to the placement of the products shown. Martin Marietta will not be responsible for any problems that may arise if such preparatory work is not properly performed.
- 6. The prices set forth above are based upon the provisions of this quotation and the customary production and delivery practices of Martin Marietta. If the Customer hereafter requests action by Martin Marietta that is not customary, Martin Marietta will attempt to accommodate the request, subject to the following:
- A. If the Customer requests delivery FOB at the jobsite in trucks or trailers that are different from customary tractors with end or bottom dump trailers, Martin Marietta will attempt to comply with such request and, if successful, will add the then standard prices of Martin Marietta for such trucks or trailers to the purchase
- B. If the Customer requests deliveries of products at night, or on weekends or holidays, Martin Marietta will attempt to comply with such requests, subject to sufficient advance notice and a prior agreement with the Customer regarding additional charges for such services that will be added to the purchase price.

7. All pricing provided is FOB Martin Marietta Materials facility indicated. Delivery pricing is provided as an indication of delivery cost at the time of bid. MMM makes no guarantees as to the cost or availability of delivery at the time of this quotation. Delivery pricing will be negotiated with successful bidder upon project delivery commencement; however, MMM cannot guarantee truck availability or firm haul rates during the duration of the quoted project even after commencement.

Material pricing from all MMM Rail Facilities is subject to Rail Fuel Surcharge (RFS). PLEASE SEE ATTACHMENT A for RFS starting @ 4.00/gal.

For estimating purposes, the haul rate on this quotation would have a TFS of 1.25% for every \$0.10 of increase above \$4.00/gal on the first Monday of the month. The determination of any TFS increase will be established from the average diesel price of the Gulf Coast States as reported at www.tonto.eia.doe.gov weekly retail on highway diesel prices. Demurrage charges will begin after the first hour of waiting at the delivery site and will be \$50/hour per truck charged at 30 minute increments

- 8. The credit of the customer must be approved by Martin Marietta prior to delivery of any products. If approved, all payments will be due within 30 days.
- 9. All deliveries of products are subject to delays that may be experienced by Martin Marietta in connection with adverse weather conditions, strikes, war, governmental or court action, mechanical failures, inventory shortages, rail or truck transportation, and other similar events.
- 10. The Customer will be responsible for any taxes owed as a result of the sale of products hereunder unless the Customer provides Martin Marietta with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.
- 11. These terms shall control the sale and purchase of the products shown and, when this quotation is fully signed, will constitute the entire agreement. They may not be modified or altered in any way unless approved in writing by an authorized representative of Martin Marietta. Any acceptance by the Customer that changes or adds to these terms will not be effective.

By: Mwarner 11-14-2017 DeWitt Carnes

Area Sales Manager

By:____

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Flex Fleet Rates						
2016						
Miles	Rate					
20	\$7.48					
25	\$7.48					
30	\$7.48					
35	\$8.26					
40	\$9.05					
45	\$10.00					
50	\$10.94					
55	\$11.71					
60	\$12.50					
65	\$13.34					
70	\$14.16					
75	\$14.95					
80	\$15.11					
85	\$15.59					
90	\$16.18					
95	\$16.44					
100	\$17.52					
105	\$17.96					
110	\$18.25					
115	\$18.80					
120	\$19.34					
125	\$19.93					
130	\$20.52					
135	\$20.52					
140						
145	\$22,31					
	\$22.64					
150	\$22,96					
155	\$23.28					
160	\$23.59					
165	\$23.94					
170	\$24.29					
175	\$25.33					
180	\$26.36					
185	\$27.06					
190	\$27.76					
195	\$28,57					
200	\$29.39					
205	\$30.96					
210	\$31.71					
215	\$32.47					
220	\$33.22					
225	\$33,98					
230	\$34.73					
235	\$35.49					
240	\$36.24					
245	\$37.00					
250	\$37.75					
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Flex Fleet Rates					
2016					
Miles	Rate				
	1				
255	\$39.02				
260	\$39.78				
265	\$40.55				
270	\$41,31				
275	\$42.08				
280	\$42.84				
285	\$43.61				
290	\$44.37				
295	\$45.14				
300	\$46.35				
305	\$47.12				
310	\$47.90				
315	\$48.67				
320	\$49,44				
325	\$50.21				
330	\$50.99				
335					
	\$51.76				
340	\$52,53				
345	\$53.30				
350	\$55.13				
355	\$55.91				
360	\$56.70				
365	\$57.49				
370	\$58.28				
375	\$59.06				
380	\$59.85				
385	\$60,64				
390	\$61.43				
395	\$62.21				
.400	\$63.80				
405	\$64.60				
410	\$65.40				
415	\$66.19				
420	\$66.99				
425	\$67.79				
430	\$68.59				
435	\$69.38				
440	\$70.18				
445	<u> </u>				
	\$70.98				
450	\$72.00				
455	\$72.80				
460	\$73.60				
465	\$74.40				
470	\$75.20				
475	\$76.00				
480	\$76.80				
485	\$77.60				
490	\$78.40				
495	\$79.20				
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\$80.00

\$2.40 Fuel Table

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Cost of Fuel			Surcharge
\$ 2.00	\$.	2.40	0%
\$ 2.41	\$	2.50	1%
\$ 2.51	\$	2.60	2%
\$ 2.61	\$	2.70	3%
\$ 2.71	\$	2.80	4%
\$ 2.81	\$	2.90	5%
\$ 2.91	\$	3.00	6%
\$ 3.01	\$	3.10	7%
\$ 3.11	\$	3.20	8%
\$ 3.21	\$	3.30	9%
\$ 3.31	\$	3.40	10%
\$ 3.41	\$	3.50	11%
\$ 3.51	\$	3.60	12%
\$ 3.61	\$	3.70	13%
\$ 3.71	\$	3.80	14%
\$ 3.81	\$	3.90	15%
\$ 3.91	\$	4.00	16%
\$ 4.01	\$	4.10	17%
\$ 4.11	\$	4.20	18%
\$ 4.21	\$	4.30	19%
\$ 4.31	\$	4.40	20%
\$ 4.41	\$	4.50	21%
\$ 4.51	\$	4.60	22%
\$ 4.61	\$	4.70	23%
\$ 4.71	\$	4.80	24%
\$ 4.81	\$	4.90	25%
\$ 4.91	\$	5.00	26%

Fuel surcharge will be figured monthly. It is based upon the last Monday of the month Gulf Coast DOE Fuel Rate