

QUOTE PREPARED FOR:

Customer: Williamson County Road & Brdg
Street: 30.62831-97.64548GEORGETOWN78626TX3151 SOUTH EAST
City: GEORGETOWN **State:** TX **Zip:** 78626
Phone: (512) 943-3330 **Fax:**
Contact: Gary Thoene

JOB INFORMATION:

Job Name: 2021 Williamson County Aggregate
FOB: Customer Facilities
Project / Control #: **PO / Requisition#:**
Job Information: 2021 Williamson County Aggregate
 Grade 4 - TxDOT Spec
 FOB Delta Plant and delivered rate (Delivery: 3151 SE Inner Loop, Georgetown)
 Freight based on \$4.00 per gallon diesel, any increase in transportation will be passed through to customer.
 Material and trucking subject to availability.
Pricing valid between: January 20, 2021 and March 31, 2022
Escalation: None
Additional Information:

Capitol Aggregates, Inc. ("Capitol") offers to sell the following described material ("Material") to the Customer for the above referenced Job, subject to the provisions of this quote ("Quote"). All Material is subject to availability and need not be produced until Capitol has received an executed Quote from Customer. This Quote and any transaction involving the Material is governed exclusively by the terms of this Quote and Capitol's **Additional Terms and Conditions**, which are attached to and incorporated in this Quote. Customer accepts this Quote by its signature below or by receipt of delivery of the Material. Acceptance of this Quote is limited to the terms and conditions stated herein. Any additional or different terms, conditions, requirements, and/or instructions previously, concurrently, or hereafter provided by Customer are rejected in their entirety by Capitol.

PRODUCT INFORMATION:

Material	Plant	UOM	Other Info	Quantity	Material Price	Truck Haul	Other Charges	Total Unit Price	Trucking FSC Base Rate
540-015-000: Grade 4	Delta Materials	Short Ton		1.00	\$24.00	\$12.50	\$0.00	\$36.50	\$3.50
540-015-000: Grade 4	Delta Materials	Short Ton		1.00	\$24.00	\$0.00	\$0.00	\$24.00	\$3.50

OTHER INFORMATION:

Fuel Surcharge:	The Fuel Surcharge (FSC) is applied as a percent of the <i>Truck Haul</i> rate on a monthly basis. An FSC of 3.5% will be applied for every \$0.25 increment above the Trucking FSC Base Rate. For example, if the Trucking FSC Base Rate is \$4.00, then a FSC of 3.5% would be applied when the price of diesel was between \$4.01 and \$4.25 while a 7% FSC would be applied when the price of diesel was between \$4.26 and \$4.50. The cost of fuel is the average monthly diesel fuel price for the Gulf Coast Region as determined by the US Energy Information Administration and can be accessed at http://www.eia.doe.gov/oog/info/wohdp/diesel.asp
*High Demand Products:	High Demand Products have longer than normal lead times. In order to schedule these products, we will require a signed quote as well as a desired delivery schedule and any applicable stockpile location information. Once we receive your signed quote, you will receive an email requesting this additional information. Once all of your project information has been received, your order will be scheduled and you will receive a confirmation email. For additional information, please visit www.capitolaggregates.com/s/Products-High-Demand-Products .

Thank you for the opportunity to provide you pricing for this work.

Lee Scheel
 Sales
 (210) 871-6145 (office)
 (210) 445-3589 (mobile)

ADDITIONAL TERMS AND CONDITIONS

1. This Quote will be valid until **Wednesday March 31, 2021**. This Quote shall be deemed accepted by Customer when signed or when Material is delivered to Customer. If the Quote is not accepted by 3/31/2021, the Quote will not be valid and a new quote must be reissued.
2. The prices shown are based upon the customary production and delivery practices of Capitol, including delivery during normal business hours. For deliveries outside of normal business hours, an operating charge of \$125 per hour, minimum of 4 hours, can be assessed by Capitol, which will be in addition to any other costs incurred. Current operation hours can be viewed at <http://www.capitolaggregates.com/s/Locations>.
3. So long as the creditworthiness of the Customer is approved by Capitol, and or is approved for the project, Capitol will invoice the Customer regularly for the Material delivered hereunder. Payment will be due 30 days following the date of the invoice. Failure of make payments as required may result in the cessation of deliveries and interest charges not to exceed the highest rate allowed by law.
4. Taxes and fuel surcharges are NOT shown on this Quote but will be added to each invoice as applicable. If purchases by the Customer for the project are tax exempt, a valid tax exemption certificate or other appropriate documentation must be provided to Capitol before deliveries are made indicating that sales taxes do not apply, and Customer is responsible for the accuracy of the same.
5. All sales will be F.O.B. at the Capitol facility named above with the Customer being solely responsible for arranging and paying for all aspects of transporting the Material from the Capitol facility to its destination, unless otherwise specified. Under no circumstances shall Capitol be responsible for the acts, omissions or failures of any transportation provider.
6. Any delivered pricing is provided as a convenience to the customer and Capitol does not guarantee any pricing related to transportation services, unless otherwise specified in the Quote above. Any changes in transportation charges will be passed along to the Customer.
7. Capitol will not be liable for acts or omissions of any transportation service providers, nor for delays in the production or delivery of Materials arising from events or conditions beyond Capitol's reasonable control, including without limit weather, equipment failures, inventory shortages, failures in rail or truck transportation, acts of God, acts of government, changes in laws, and public or private threats.
8. The Material will, at the time of shipment have good title and meet Capitol's specifications as set forth on the face of this Quote or will, as Customer's sole remedy, be replaced with conforming Material, but otherwise is sold WITHOUT ANY REPRESENTATIONS OR WARRANTIES, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES AS TO MOISTURE CONTENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND CAPITOL SHALL NOT BE LIABLE FOR THE SAME. CAPITOL WILL LIKEWISE NOT BE LIABLE FOR THE EFFECTS OF COMBINING THE MATERIAL WITH OTHER PRODUCTS FOLLOWING DELIVERY INCLUDING WITHOUT LIMITATION ALKALI-SILICA REACTIVITY. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ALL SPECIFICATIONS FOR MATERIAL COMBINATIONS ARE SAFE AND SUITABLE FOR ITS INTENDED PURPOSE. CAPITOL SHALL HAVE NO OBLIGATION TO INDEMNIFY CUSTOMER.
9. Customer will provide, as required by law, all information and warnings contained in the applicable Material Safety Data Sheets, MSHA and OSHA standards.
10. This Quote, of which these Additional Terms and Conditions are a part, represents the entire agreement between Capitol and the Customer regarding the sale of the Material and may not be altered in any way other than by written document executed by both parties, clearly identified as an amendment hereto, and may be accepted by written signature, any request by Customer for Material, or receipt of delivery of any Material. No other terms and conditions submitted by Customer shall be binding on Capitol related to the Material, whether dated before, on or after the date hereof, including without limit any document to which this Quote is attached and Capitol's signature on the same shall serve only as an agreement to provide Material under these terms and conditions and as a formality to facilitate payment by Customer. The terms of this Quote supersede conflicting terms of any document previously or hereafter issued by Customer, whether or not Customer's document is signed by Capitol.
11. **LIMIT OF LIABILITY/WAIVER OF CONSEQUENTIAL DAMAGES.** THE MAXIMUM LIABILITY TO OF CAPITOL TO BUYER RELATED TO THIS QUOTE AND OR ANY PROVISION OF MATERIAL BY CAPITOL TO BUYER SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED \$48.00. EACH PARTY WAIVES AND RELEASES THE OTHER FROM ANY AND ALL CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE AND EXEMPLARY DAMAGES. THE TERMS OF THIS PROVISION APPLY WHETHER OR NOT THE DAMAGES ARE FORSEEABLE, REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE, WHETHER THEY ARISE FROM THE BREACH, NEGLIGENCE OR STRICT LIABILITY OF CAPITOL OR ANY OTHER CAUSE, AND NOTWITHSTANDING ANY OTHER PROVISION IN THIS QUOTE OR ANY OTHER DOCUMENT.
12. All disputes between the parties and related appeals shall be resolved exclusively (i) in the state courts in Bexar County Texas, where this Quote is made and performable and where the parties consent to jurisdiction (ii) by bench trial without a jury AND (iii) in accordance with the laws of the State of Texas, regardless of any choice of law rules and regardless of the job location. Reasonable attorneys' fees and costs may be awarded to only the party who is awarded all relief requested, and no relief may be awarded which is prohibited by the terms in this Material Quote.

ACCEPTED BY:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

CAPITOL AGGREGATES, INC:

BY: Lee D. ScheelNAME: Lee D. ScheelTITLE: Aggregate Sales DirectorDATE: 3/8/21

Quote Number: CA21-018666

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The Customer will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor

which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor reasonable advance notice of intended audits.

ACCEPTED BY:

CAPITOL AGGREGATES	WILLIAMSON COUNTY
By: 	By:
Printed Name: Lee D. Scheel	Printed Name:
Title: Aggregate Sales Director	Title:
Date: 3/8/21	Date: