



## Material Quotation

Hunter Cement  
7781 F.M. 1102  
New Braunfels, TX. 78132  
Telephone (512) 396-5882  
email: dewitt.carnes@martinmarietta.com

Date: 2/26/2020  
Project #: Williamson County Silo  
Location: 3151 SE Inner Loop  
County: Williamson  
68 - Price expires 3/31/2020

Martin Marietta Materials propose to furnish the materials which are described below for the above referenced project subject to the Terms and Conditions listed herein:

MATERIAL DESCRIPTION	Quantity tons	Material Price/ton		Current FSC %	Spread Fee Per Load		Hunter
Hunter Type I/II Portland Cement Delivered	25	\$132.22					
25 ton minimum freight							
Fuel Surcharge Subject to Fluctuate				5%			
Spread Fee Per Load					\$150.00		
Wait time is \$80.00/hour after 1 hour.							
***See Terms and conditions on following page							

Hunter shipping hours 11 p.m. Sunday thru Saturday 2 p.m.

Katy shipping hours Monday - Friday 3 a.m. - 5 p.m. Saturday 5 a.m. - Noon.

\*Please add \$150.00/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 sell the products shown to the Customer, and the Customer will purchase such products from Martin Marietta, for the prices indicated, over the next following 6 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 destination of Martin Marietta 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 price.
  - 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 Destination. Delivery pricing is provided as an indication of delivery cost at the time of bid. MM 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](http://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.

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.

12. No Waiver of Sovereign Immunity of 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.

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

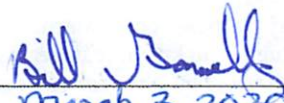
14. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services.

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

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

17. Right to Audit: Martin Marietta agrees to that Customer or its duly authorized representative 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 Martin Marietta which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Martin Marietta agrees that Customer shall have access during normal working hours to all necessary Martin Marietta 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 Martin Marietta reasonable advance notice of intended audits.

  
DeWitt Carnes  
Area Sales Manager

By:   
Date: March 3, 2020