

Quotation



Attn:

Quote Name: Brown County 2016 - '17

Quote #: 92773

BROWN COUNTY COMMISS. COURT
BROWN COUNTY COURTHOUSE
BROWNWOOD, TX 76801-3146
Acct#: 209354

FOB Plant Pick Up

BROWNWOOD, TX 76801

Date: Thursday, March 10, 2016
Quote Created: Thursday, March 10, 2016

Sales Rep : Sean Hughes
6301 East Highway 80
ABILENE, TX 79601

Effective From: Thursday, March 10, 2016
Quote Expiration: Saturday, April 9, 2016
Price Expiration: Saturday, April 1, 2017

Phone: 210-620-6042
Fax :
Email: hughess@vmcmail.com

Special Instructions:

Freight will be charged on delivered material at Vulcans standard rates.

Plant	Product Name	Product #	QtyU/M	FOB Plant	Haul Rate	Delivered
BROWNWOOD LIMESTONE	A-2 BASE	15101	500 Tons	\$8.00	0.00	N/A
BROWNWOOD LIMESTONE	HMA AGG GRADE 4	27751	500 Tons	\$30.00	0.00	N/A
BROWNWOOD LIMESTONE	HMA GRADE 5	28841	500 Tons	\$15.00	0.00	N/A
BROWNWOOD LIMESTONE	RIP RAP 3" X 5" STONE	4M034014	500 Tons	\$26.00	0.00	N/A
UVALDE ROCK ASPHALT	LRA PREMIX TY D	527895	500 Tons	\$40.00	37.59	\$77.59
		Truck Type	STD FRT RATE			

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____

Date: _____

Sales Representative: Sean Hughes

Date: 3/10/16

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

March 14, 2016
(Exhibit # 5)

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <http://www.marsh.com/moi?client=D156>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its SouthWest Division in Jacksonville, Florida, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**

Vulcan Materials

Mileage Based Fuel Surcharge Table

Diesel Price			\$ Per Mile
\$4.00		to \$4.249	\$0.00
\$4.25		to \$4.499	\$0.16
\$4.50		to \$4.749	\$0.26
\$4.75		to \$4.999	\$0.36
\$5.00		to \$5.249	\$0.46
\$5.25		to \$5.499	\$0.56
\$5.50		to \$5.749	\$0.66
\$5.75		to \$5.999	\$0.76
\$6.00		to \$6.249	\$0.86

Only Good for Rates based on \$4.00 Diesel As of 5/1/12

Rates calculated based on actual miles of delivery

Based on the AAA diesel rates posted rate the last Wednesday of the previous month

Fuel Surcharge is subject to change without prior notice.

Effective 5/1/2012



To Our Customers:

Thank you for the opportunity to provide a materials quotation on your project. Our customers are a vital part of our business, and we look forward to serving your needs today and on future projects.

We are all aware that changes in petroleum based product prices are a common concern among all business sectors nationwide. Our business is no exception. Our business and yours have experienced dramatic, substantial, and often unpredictable rises in associated costs over the last few years.

Please take note of the special instructions section and terms and conditions of our quotation. There you will find information concerning price end dates on materials as well as fuel surcharges on freight. We would like to remind you that as in the past unless otherwise stated in your written quotation your material price will be subject to increase at the end date and a fuel surcharge will be added to the freight.

Unfortunately, we will be unable to protect your purchase price after expiration. Please take this into account as you consider the costs associated with your project.

We thank you again for your business and your support of our company. We would ask that you direct any questions concerning these issues to your Sales Representative.

Sincerely,

Vulcan Construction Materials, LP
North Texas Sales Team

Road Material Bid.
(vulcan Materials)

T Anna McClure

FILED FOR RECORD

TIME 1:16 pm

MAR 11 2016

Sharon Ferguson, Brown County Clerk

Deputy P Valdez