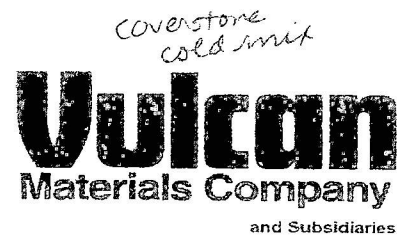


QUOTATION



Date: 04/09/2025
Quote #: 1944214572
Account: 209354

ACCOUNT : BROWN COUNTY COMMISS.
COURT

QUOTE NAME : BROWN COUNTY 2025 ANNUAL
BID

Bill-To Address: PCT 1 2 S BROADWAY ST
ROOM 322
BROWNWOOD TX 76801

Ship-To Address: Brown County
BROWNWOOD TX 76802

Attn: SWD_VMC .

Effective Date: 04/11/2025

Expiration Date: 04/30/2026

Upon Acceptance Price Valid Until: 04/30/2026

Sales Representative: Taylor Lambert

Phone: +1 (325) 232-3807

Email: lambertta@vmcmail.com

100 - Aggregates

Plant	Product ID	Product Name	Qty	U/M	Unit Price	Haul Rate	Total Delivered Price
BROWNWOOD LIMESTONE	15101	A-2 BASE	24	TON	\$9.45		
BROWNWOOD LIMESTONE	28051	STONE D/F BLEND 3/8" WASHED	24	TON	\$23.00		
UVALDE ROCK ASPHALT	027995	LRA Ty I Gr AA PLUS	1	TON	\$75.50		
UVALDE ROCK ASPHALT	427995	LRA Ty I Gr CC PLUS	1	TON	\$76.50		
UVALDE ROCK ASPHALT	527995	LRA Ty I Gr D PLUS	1	TON	\$78.50		
UVALDE ROCK ASPHALT	327997	LRA Ty II Gr CS PLUS	1	TON	\$77.50		

April 14, 2025
(Exhibit #16)

MyVulcan



UVALDE ROCK 427997 LRA Ty II Gr DS 1 TON \$77.50
 ASPHALT PLUS

200 - Asphalt

Plant	Product ID	Product Name	Qty	U/M	Unit Price	Haul Rate	Total Delivered Price
BLACK LEASE ASPHALT	327060	HMCL Type D AC 0.6	24	TON	\$97.10	\$22.81	\$119.91
BROWNWOOD ASPHALT	121060	Type B PG64-22	24	TON	\$88.50		
BROWNWOOD ASPHALT	321060	Type D PG64-22	24	TON	\$88.50		

ADDITIONAL INFORMATION

QUOTING MATERIAL FOB VULCAN PLANTS.

Material is subject to availability

IF STATEWIDE LOGISTICS IS USED, CUSTOMER WILL BE CHARGED FOR SPECIFIC MILEAGE TO JOB LOCATION.

BROWNWOOD PLANT HAUL RATES PER TON:

10 MILE - \$5.99

15 MILE - \$7.24

20 MILE - \$9.48

25 MILE - \$10.89

UVALDE PLANT HAUL RATES PER TON:

PCT 1 BROWNWOOD YARD \$48.30

PCT 2 MAY YARD \$53.55

PCT 3 EARLY YARD \$49.35

PCT 4 BANGS YARD \$50.40



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.

All prices are FOB point of shipment from the designated location unless a delivered price is stated. 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: Don Vee

Date: 4/9/2025

Sales Representative: _____

Date: _____

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.



GENERAL TERMS AND CONDITIONS

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 <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479>

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 Mountain West Division in Phoenix, Arizona, 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**





and Subsidiaries

Please return this completed form to stricklandjas@vmcmail.com. Please call 726-201-0422 with any questions.

JOB INFORMATION

Date: _____ Vulcan Customer Number: _____

CUSTOMER NAME: _____

Customer Role (circle one): **Owner** **GC** **Sub-Contractor** **Sub-Sub***
*if sub-sub, provide sub at bottom of form

Job Name: _____ Your Job Number: _____

Legal Description: _____

Project Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Customer Contact: _____

PROJECT OWNER: _____

Owner Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Owner Contact: _____

Tax Status (circle one): **Y*** **N** **If Tax Exempt an exemption form must be attached*

GENERAL CONTRACTOR: _____

GC Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ GC Contact: _____

BONDING COMPANY: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Contact: _____

Type (circle one) **Federal** **State** **City** **County** **Private**

MyVulcan.





SOUTHWEST DIVISION
10101 REUNION PLACE, SUITE 500
SAN ANTONIO, TX 78216

coverstone products/Hot mix/Cold Mix



...y together.



44 BWDA
 TRK# 8804 3989 6914
 TX-US AUS 76801
 THU - 10 APR 10:30A
 PRIORITY OVERNIGHT



BROWNWOOD TX 76801
 REF: (325) 643-2828
 DEPT: INV: PO:

COMMISSIONERS COURT
 BROWN COUNTY
 200 S BROADWAY #322

10
 UNITED STATES US
 SAN ANTONIO, TX 78216
 SUITE 5
 10101 REUNION PLACE
 JULIA FARRAR
 VULCAN MATERIALS COMPANY
 (210) 965-0419
 ORIGIN ID: SATA

BILL SENDER
 SHIP DATE: 09APR25
 ACTWGT: 0.50 LB
 CAD: 111391252/INET74535

ing your
 tips.
 service
 and

Insert shipping
 document here.

605-1058
 PRIORITY OVERNIGHT
 76801-3136-97
 BROWN COUNTY
 200 S BROADWAY
 STE 322
 BROWNWOOD TX
 77011
 00022400
 G
 SP:PD:100.Y
 ETP: 1
 1001899931360007680100880439896914