

Quotation



Attn: Derek Mocczygamba

Quote Name: Biedenharn Tract Offsite Sanitary Sewer Improv

Quote #: 367185

V.K.KNOWLTON CONSTR.& UTIL INC
18225 FM 2252
SAN ANTONIO, TX 78266-2717

50 Scenic Loop
50 Scenic Loop
Boerne, TX 78006

Acct#: 212723

Date:	Wednesday, September 7, 2022	Sales Rep :	Mike Bess
Quote Created:	Monday, April 12, 2021		10101 Reunion Place, Suite 500
Effective From:	Wednesday, September 7, 2022		SAN ANTONIO, TX 78216
Quote Expiration:	Friday, October 7, 2022	Phone:	210-825-1635
Price Expiration:	Friday, October 7, 2022	Fax :	210-524-3555
		Email:	bessm@vmcmail.com

Special Instructions:

Quoted pricing will increase by \$.25 every 30 days after the quote expiration date.

Aggregates: Please add \$0.50/ton for Base and \$1.00/ton for Clean Stone, exclusive of taxes, annually until completion of project starting 10/01/2023. Material shipments will be subject to availability.

Asphalt: Hot mix asphalt prices are based on Valero Rack Prices (Corpus) PG 64-22 @ \$645/ton, PG 70-22 @ \$755/ton, and PG 76-22 @ \$805/ton. If liquid asphalt cost increases by \$25/liquid ton, the hot mix price will increase by \$1.50 per mix ton. Pricing updates due to liquid AC costs will be implemented monthly by the 20th business day of the month. After the order's price expiration date, please add \$2.00/ton annually, exclusive of the liquid A/C index, until the completion of the project.

Ready Mix:

Price Escalation

- Please add \$7.00/cy, exclusive of taxes, semi-annually until completion of the project on April 1st and October 1st of each year.

Energy and Environmental Fee

- This fee will be added per load of ready mix concrete and will be adjusted bi-weekly based on the EIA-U.S. Administration cost for diesel fuel in the Gulf Coast Region.

Short Load Fee

- A minimum load fee will be applied for the following:
- 6 cubic yards and more - No Short Load Fee
- < 6 cubic yards - \$400

Short Notice Cancellation Fee

- < 24 Hour Short Notice Fee - \$10 / cubic yard if an order is canceled less than 24 hours in advance of the scheduled delivery time.
- Same Day Short Notice Fee - \$20 / cubic yard if an order is canceled on the same Day" as the scheduled delivery. Same Day is considered anytime after close of business on the previous day.
- The Short Notice Fee will be waived in the case of unforeseen weather events (tornado for example)
- The Short Notice Fee will be enforced during forecasted rain and winter conditions. The 24 hour guideline may be waived in order for all of us to assess the forecast, but any order that is canceled after the close of business on the previous day will be charged at the Same Day Short Notice Fee.

Temperature Control

- Temperature-controlled concrete will be an added cost as follows:
 - Chilled Water (If available) - \$20 / cubic yard
 - Ice - \$40 / cubic yard

Fly Ash

- Mixes contain Class C and/or Class F fly ash. Vulcan does not guarantee fly ash as it is dependent on market availability.

Straight Sack Mixes

- If straight sack mix is requested or required due to market availability of fly ash, add \$7.00 per cyd for the Straight Sack Cement Mix

Plant Opening Fee

- Normal working days are Monday through Friday. Saturday delivery is based upon driver and material availability.
- Delivery times prior to 2 a.m. may be assessed a fee of \$500 per hour with a \$2,000 minimum

Air Content

- Vulcan Materials does not guarantee air content in ready mix concrete.

Delivery: Price quoted is delivered in end dump trailers (22 ton minimum). Tandems quoted upon request (12 ton minimum). Minimum load fee will be applied to all deliveries below required minimum. Delivery is subject to availability of trucks. Vulcan can make no guarantee as to trucking availability, but will make every reasonable effort to supply transportation resources. Haul rate is subject to fuel surcharge if fuel goes above \$3.25/gallon. Wait time fees apply to this project at \$75 per hour for bobtails and \$95 per hour for trailers. Please note this fee is based on 30 minutes intervals. Waiting time starts after 30 minutes upon arrival at the job entrance and ends when the truck leaves the site. Vulcan reserves the right to charge for wait time for delivery delays that are excessive to industry norms.

Buyer Responsibility: Please ensure all materials quoted meet current project specifications. If the project is tax exempt, a TE certificate must be sent to vulcantxquotes@vmcmail.com prior to the first delivery or pick-up.

Plant	Product Name	Product #	Qty	U/M	FOB Plant	Haul Rate	Delivered
HELOTES GENCOR ASPHALT	Type B PG64-22	121060		Tons			
		Truck Type	STD FRT RATE				
HUEBNER ROAD LIMESTONE	A-2 BASE	15101		Tons	\$7.00	6.87	\$13.87
		Truck Type	STD FRT RATE				
HELOTES GENCOR ASPHALT	Type C PG70-22	221760		Tons			
		Truck Type	STD FRT RATE				
HUEBNER ROAD LIMESTONE	CONC AGG 1" (#57)	25291		Tons	\$13.80	6.87	\$20.67
		Truck Type	STD FRT RATE				
HELOTES LIMESTONE	HMA GRADE 5	28841		Tons			
		Truck Type	STD FRT RATE				
HELOTES GENCOR ASPHALT	Type D PG64-22	321060		Tons			
		Truck Type	STD FRT RATE				
HELOTES GENCOR ASPHALT	Type D PG70-22	321760		Tons			
		Truck Type	STD FRT RATE				
HELOTES GENCOR ASPHALT	Type D PG76-22	322360		Tons			
		Truck Type	STD FRT RATE				
HELOTES LIMESTONE	LIMESTONE 3" X 5"	48171		Tons			
		Truck Type	STD FRT RATE				
HUEBNER ROAD RMC	FLOWABLE FILL - 2	RMC3080		CY	\$105.00	0.00	\$105.00
HUEBNER ROAD RMC	2500 PSI PUMP	RMC4510		CY	\$117.00	0.00	\$117.00
HUEBNER ROAD RMC	3000 PSI PUMP	RMC5010		CY	\$120.00	0.00	\$120.00
HUEBNER ROAD RMC	3000 PSI CURB	RMC5140		CY	\$128.00	0.00	\$128.00
HUEBNER ROAD RMC	5.5 SACK GROUT	RMC5550		CY	\$122.00	0.00	\$122.00
HUEBNER ROAD RMC	4000 PSI PUMP	RMC6010		CY	\$125.00	0.00	\$125.00
HUEBNER ROAD RMC	CLASS C	RMC6200		CY		0.00	\$124.00

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 valid for 60 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: _____

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 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 <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 Southwest Division in San Antonio, Texas, 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.**



Please return this completed form to flaggj@vmcmail.com. For any questions please call 210.524.3524.

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: _____

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

Project Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Customer Contact: _____

PROJECT OWNER: _____

Owner Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Owner Contact: _____

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**