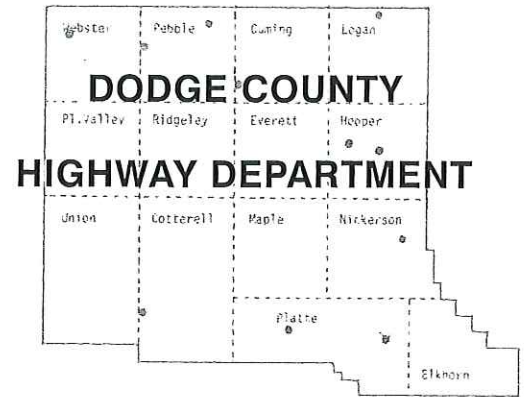


SCOTT HUPPERT
Highway Superintendent

JEAN ANDREWS
Asst. Highway Superintendent

Courthouse - 435 N. Park - Rm 204
Fremont, Nebraska 68025-4977
Phone (402) 727-2722



June 3, 2019

Agenda Item # 22C
Date 6-5-18

Honorable Members
Of The Dodge County Board of Supervisors

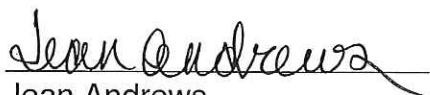
Mr. Chairman:

The following were in attendance for the opening of the bids for the 2019-2020 Crushed Limestone Road Rock: Scott Huppert, Highway Supt., Jean Andrews, Assistant Highway Supt; Dean Lux Jr., Lux Sand & Gravel and Glen Schuetz, Stalp Gravel Inc.

At 11:00 A.M., no bids were opened of Martin Marietta Materials.

Attached to these minutes are the bid tabulations.

Respectfully submitted,


Jean Andrews,
Asst. Highway Supt.

Attachment
CC: File



QUOTATION AND CONTRACT

Date **6/3/2019**

TO:

Project bidders	
PROJECT(S)/BO#:	AWARDING BODY:
Dodge County Rock Quote	
Project Location	
Customer Pick Up	

THE FOLLOWING QUOTATION IS SUBJECT TO TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.

MATERIAL DESCRIPTION	SOURCE	APPROXIMATE TONS	MATERIAL PRICE PER TON (SEE NOTE BELOW)	TRANSPORTATION CHARGES SUBJECT TO PARAGRAPH 14	
				MILEAGE	CHARGES PER TON *
0512- 1 1/2" Crusher Run	Fort Calhoun	As needed	\$13.50		
0507- 1 1/2" Clean	Fort Calhoun	As needed	\$16.80		
0796- 3/4" Crusher run	Fort Calhoun	As needed	\$13.50		
0859- 1" Clean	Fort Calhoun	As needed	\$16.80		
*Products subject to availability					

QUOTE MUST BE SIGNED AND RETURNED TO GUARANTEE PRICE & AVAILABILITY.

NOTES: *Haul rates, when offered, are subject to a surcharge if fuel prices exceed \$4.50/gal. In that event, the quoted rate will increase by 2.5% for every \$.10 increase in fuel price above \$4.50/gal.

For information concerning this quotation contact:

Keegan Nelson Cell: (402) 430-4003, Office: (402) 951-7180, Email: keegan.nelson@martinmarietta.com

NOTE: Prices are net and are quoted on basis on 2,000 lbs. per ton F.O.B. source. Project shall begin on 30 days notice and completed on or about 12/31/19.

Seller shall not be obligated to ship in excess of 2000 tons of aggregate on any one day.

Invoices are due and payable on or before the 15th of the month following month issued. Past due invoices are subject to 1.5% late payment charge.

ACCEPTANCE: This quote, and addendum if any, is for your acceptance in writing below on or before the 15th day after the date of this quotation, after which time this quotation shall be null and void. Upon your written acceptance below and when signed by Martin Marietta Materials, Inc., below, this quotation becomes the Contract between us and SPECIFICALLY INCLUDES ALL THE TERMS AND CONDITIONS APPEARING BELOW.

If project is tax exempt, sales tax exemption documentation must be on file prior to shipment. Sales tax will be billed on all orders not having the necessary exemption certificate.

ACCEPTED:

MARTIN MARIETTA MATERIALS, INC. (Seller)

Date _____

By: _____
Authorized Representative/Martin Marietta Materials, Inc.

Company (Purchaser)

By _____

Title _____

Date: _____

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1. Any sales tax, use tax, excise tax or other tax properly assessable on any material, service or transportation charge under this contract will be added to Seller's charge.
2. Purchaser agrees to and shall pay all freight and demurrage charges, and assumes all responsibility for carrier's charges on any shipments made according to Purchaser's instructions and, in such instances, delivery occurs and title passes to purchaser immediately after the material is loaded into the carrier's equipment at the point of origin of the shipment.
3. All materials furnished under this contract must comply with specifications of the contracting authority as they pertain to the project involved and inspection, if any, shall be made at the plant of Seller prior to shipment. Seller's responsibility for compliance with specifications shall terminate immediately after the material is loaded into the carrier's equipment at the point of origin of the shipment.
4. Railroad weights shall govern all settlements on shipments by rail. Seller's scale weights will apply on all truck and barge sales.
5. Any time the financial condition of the purchaser becomes impaired or unsatisfactory to the Seller, Seller reserves the right to require (i) payment in advance, or (ii) security or guarantee, acceptable to Seller, that invoices will be paid when due.
6. If Purchaser fails to comply with terms of payment or with any of the other terms of sale, the Seller reserves the right to cancel the unfilled portion of the order, Purchaser remaining liable for all unpaid accounts.
7. In the event suit is brought to collect the purchase price herein, the purchaser shall pay to the seller, in addition to the purchase price herein contracted, all attorney's fees, court costs and expenses in connection with the collection of any indebtedness hereunder.
8. Purchaser agrees to create stockpiles of aggregate equal to 5 days requirements before operation begins and shall maintain stockpiles of this size during the course of construction, conditioned upon the Seller's ability to ship material at a sufficiently rapid rate to permit this to be done.
9. Purchaser shall give Seller written shipping instructions a reasonable time before shipments are to be made. Seller shall have no liability and Purchaser shall have no right respect of delay in delivery of material or other performance or for non-performance resulting from Acts of God, wars, riots, strikes, lockouts, accidents at its plants, weather conditions, floods, failure or shortages of power or fuel or other energy, transportation service or equipment failure or shortages or delays, or resulting from any other cause beyond Seller's control.
10. If the Purchaser fails to accept the material within the time agreed, the Seller may extend the time, but shall not be obligated to do so.
11. Purchaser may sublet any or part of any project described herein, provided however he continues to be bound by the obligation of this contract, and he must purchase such materials for the use of the subcontractor. With seller's prior written permission, this contract may be transferred to the subcontractor.
12. The Seller reserves the right, but shall not be obligated, to furnish material from a shipping point other than the one specified herein but agrees that if a change is made in point of origin, there shall be no increase in the delivered cost to purchaser.
13. Truck haul rates are offered for purchaser's optional use, based on shortest practical route between Seller's plant and project site. Purchaser is responsible to submit haul roads and lack of submission does not relieve Purchaser of his obligation to pay additional cost when route is set by third party. If the mileage is increased due to detour or other reasons beyond Seller's control, the rate will increase at \$0.20 per ton mile. Purchaser agrees to provide and maintain suitable roadways or approaches to points of delivery, and if adequate and suitable roadways are not available, Seller reserves the right to stop deliveries until this condition is remedied.
14. Notwithstanding paragraph number 13, any transportation rates and charges quoted are for Purchaser's convenience only and are not guaranteed by Seller.
15. Acceptance of this agreement will indicate your compliance with the applicable requirements of executive order #11246 (as amended by executive order #11375) and the regulations issued by the Secretary of Labor in Title 41 Parts 60-741 (regarding Affirmative Action for the Handicapped, 60-250 (regarding Affirmative Action for Disabled Veterans and Vietnam era Veterans) and 60-2 (regarding Affirmative Action for Minorities and Females) of the code of Federal regulations relating to Equal Employment Opportunity.
16. This contract contains the entire agreement between the parties hereto and if nor any part of it may be changed, altered, modified, or limited orally or by any agreement between the parties unless such agreement be expressed in writing and signed by the parties hereto.

MARTIN MARIETTA MATERIALS, INC