Martin Marietta

INVITATION TO BID
VARIOUS AGGREGATE AND
OTHER ROAD MATERIALS

BRAZOS COUNTY PURCHASING DEPT
200 South Texas Ave, Suite 352
Bryan, Texas 77803
Telephone (979) 361-4294

Bid Request No. 2016-172

Bids will be received at the Brazos County Administration Building, Purchasing Department, 200 South Texas Ave Suite 352, Bryan, Texas until **2:00 p.m., Wednesday, June 1, 2016 ,** at which time bids will be publicly opened and read aloud.

A. SCOPE OF BID

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request for a one (1) year period beginning **June 30, 2016 through June 29, 2017** in accordance with the following Conditions of Bidding.

B. CONDITIONS OF BIDDING

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Office, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

1. Definitions: In order to simplify the language throughout this bid, the following definitions shall apply:
   a. **BRAZOS COUNTY** - Same as County.
   b. **COMMISSIONERS' COURT** - The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
   c. **CONTRACT** - An agreement between the County and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
   d. **CONTRACTOR** - The successful Bidder(s) of this bid request.
   e. **COUNTY** - The government of Brazos County, Texas and its authorized representative.
   f. **SUB-CONTRACTOR** - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.
   g. **SUPPLIER** - Same as Contractor.

2. Upon acceptance and approval by the Commissioners' Court, this bid effects a working contract between Brazos County and the successful bidder for the period designated.

3. Bids must be received by the Purchasing Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must have the bid actually delivered.

4. The County reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the County.

5. Brazos County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.

6. Brazos County reserves the right to reject any bid that does not fully respond to each specified item.

7. Bidder must include Tax Identification Number for the bid to be valid.

8. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable and may not be reassigned by either party.

9. The County may cancel this contract at any time for any reason, provided a thirty-day written notice is given.

10. The bid award shall be based on, but not necessarily limited to, the following factors:
    a. Unit price
    b. Extended price
    c. Special needs and requirements of Brazos County
    d. Results of testing samples (if required by Brazos County)
    e. Delivery
    f. References
    g. Brazos County's experience with products bid
    h. Vendor's past performance record with Brazos County.

11. Although the cost of products to be provided is an essential part of the Bid, Brazos County is not obligated to award a contract on the sole basis of cost but will award to vendor considered to be the best value to Brazos County.

12. Acceptance of merchandise, work, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.

13. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.

14. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

15. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.

16. Bids must specify the number of consecutive calendar days required to deliver the commodities under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within a reasonable time of the specified delivery in the bid, the entire order or contract may be canceled and the bidder barred from quoting in future bids.

17. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.

18. Bids must be submitted on this form and returned in a sealed envelope clearly marked with Vendor Name and Bid Number to ensure proper recognition upon its arrival. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids received after the expressed date and time listed in this bid will be returned unopened to the vendor. Bids submitted to any other person or department other than the Brazos County Purchasing Department will not be accepted.

19. Bids must show full firm name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the bidder. Firm name and authorized signature shall appear in each space provided.

20. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.

21. It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Brazos Valley Online Bidding System (www.brazosbid.cstx.gov) after bid award by Commissioner's Court.

22. Brazos County reserves the right to extend this contract annually for a maximum of three (3) additional one (1) year periods with no changes in the terms or conditions of this contract, if agreed upon by both parties.

23. The successful offeror agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.

24. Three (3) references are to be provided by bidder. Failure to submit references may result in disqualification of bid. Brazos County department references will not be accepted.

25. Contractor shall observe and comply with all federal, state and local laws, safety, and health regulations, ordinances, and all regulations which in any manner effect conduct of the work or services being performed.

26. In order to insure the safety of the public, the Contractor shall coordinate all work or deliveries with the Road and Bridge Department.

27. Any Subcontracting must be approved prior to commencement of the contract by the County Engineer and Brazos County.

28. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.

29. Any brand name, or manufacturer's reference used is considered to be descriptive – not restrictive – and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered only if it is noted in the bid documents, and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredients in the same percentages of the items listed in the bid. If notation of substitution in not made, it is assumed the vendor is bidding the item specified.

30. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.

31. In the event the Supplier is unable to furnish any item within a reasonable time after order is placed due to strikes, war or any reason beyond the Supplier's control, the County reserves the right to purchase these items from any source, without causing this contract to be canceled.

32. The successful vendor should submit itemized invoices with clearly marked remittance copies to the following address;

ATTN: Auditors
200 South Texas Ave, Suite 218
Bryan, TX 77803

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the successful vendor only, and shall not include sub-contractors, assignees, or any other party.

33. As a governmental subdivision, Brazos County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such costs must not be included in bid prices. Tax Exemption Certificates can be obtained upon request by contacting the Brazos County Purchasing Department-(979)361-4290.

34. Upon acceptance of a purchase order for any commodity or materials purchased by Brazos County, the vendor agrees to protect the county from any claim involving patent right infringement, copyright infringement, sales franchise disputes.

35. Unless otherwise specified, all items ordered from the successful vendor must be new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper container so as to facilitate storage and handling.

36. Potential Vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of $250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

37. Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes.

C. SPECIAL PROVISIONS

1. All deliveries are to be made F.O.B. Brazos County Road and Bridge Department, during regular working days, and between the hours of 7:30 A.M. and 5:00 P.M. Monday through Thursday, unless otherwise requested by the County and loaded into County trucks by the Supplier; or loaded and hauled and delivered anywhere in the County by the Supplier during the mentioned working days and hours.

2. Vendor will be required to notify the County Engineer's Office in the event of unforeseen delay arising in the delivery of a specified shipment. In the event a shipment will not arrive at the job site within two (2) hours of designated time Brazos County shall have the right to refuse acceptance of the order.

3. Vendor will be required to deliver to Brazos County Road and Bridge Department or job site in Brazos County when and where requested and remain on the job with truck and operator as long as required to completely place load.

4. Brazos County reserves the right to test any materials delivered at the requested site for compliance with specifications. The Bidder will remove immediately from the job site or right of way any materials that are deemed unsatisfactory.

5. Material Safety Data Sheets and Placards must be furnished at the time of delivery as specified by State and Federal Regulations (IF APPLICABLE).

6. Any Vendor vehicles traveling on County roads will not exceed its legal gross weight.

D. INSURANCE REQUIREMENTS

The Bidder shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. Please note that such Certificates of Insurance and any required bonds must be issued and then approved by Brazos County Risk Management. The Certificate of Insurance must be approved by Risk Management before any deliveries can be made.

2. The Bidder shall furnish and keep in full force the following insurance during the term of this Contract:

   a. Statutory Workmen's Compensation and 1,000,000 Employer's Liability Insurance with waiver of subrogation.
   b. General Liability with limits for bodily injury and for property damages of not less than $2,000,000 aggregate, 1,000,000 each occurrence with Brazos County named as an additional insured.
   c. Comprehensive Automotive Liability with $1,000,000 CSL for Bodily Injury and Property Damage Liability.
   d. Cargo Insurance to sufficiently cover materials transported.

3. All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Bidder receives notification of award.

4. The Vendor agrees to hold harmless Brazos County from any and all claims and liability due to the acts of the Vendor's employees and the operation of his equipment. The Vendor also agrees to hold harmless Brazos County from any and all expenses, including attorney fees, incurred by Brazos County in litigation or otherwise resisting such claims or liabilities as a result of the Vendor's employees' activities. Further, the Vendor agrees to protect, indemnify and hold harmless Brazos County from and against all claims, demands and causes of action of every kind and character brought by any employees of the Vendor against Brazos County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the vendor or Brazos County.

E. REFERENCES

Vendors shall provide a list of at least three (3) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the names, phone number and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid. Bidders are not allowed to use Brazos County as a reference.

Company/Entity: TXDOT South Region
Contact: Nina Robles
Phone: 361.808.2246
Email: nina.araujo@txdot.gov

Company/Entity: Bay LTD
Contact: Kim Bromn
Phone: 361.289.7997
Email: bromnk@bayltd.com

Company/Entity: PaveCo Designs
Contact: Barney Luke
Phone: 512.525.1182
Email: pavecoestimate@gmail.com

F. SPECIFICATIONS

1. Unless otherwise specified, when order is placed all items in this bid shall meet or exceed Texas State Department of Highways and Public Transportation Standard Specifications for Construction of Highways, Streets and Bridges, 2004 Edition. Each type and grade may be subject to "Quality" testing and acceptance by Brazos County.

2. Vendor will be required and responsible for maintaining proper permits to operate on Brazos County roads and/or property.

3. Any variation from these specifications must be indicated on the Bid or on a separate attachment to the Bid and labeled as such.

4. **This applies to rail delivery only.** Due to rapidly fluctuating costs associated with rail delivery of Aggregate Products, this bid can be reviewed quarterly. After the first 60 days of each quarter, the Primary and Secondary Vendor(s), if applicable, along with Brazos County, will evaluate the awarded bid price. Vendor will be responsible for initiating any change in price and providing proof of the increase in cost. If the pricing is still agreeable to the vendor(s) and/or Brazos County, the bid will continue to be in place for the following quarter. If the pricing is not acceptable by either the vendor(s) or Brazos County, the contract will be cancelled and the items will be listed for bid again. At any given time, a price may be set for the duration of this bid upon agreement between the Primary and Secondary Vendors and Brazos County.

5. All pricing given that does not have rail delivery will remain firm for the term of this contract.

6. **SPECIFICATIONS FOR CEMENT STABILIZED SAND**
   a. CEMENT - Type I Portland Cement conforming to ASTM C150.
   b. SAND - Clean durable sand meeting grading requirements for fine aggregates of ASTM C33, and the following requirements:
      1) Classified as SW, SP, or SM by the United Soil Classification System of ASTM D2487.
      2) Deleterious materials:
         a.) Clay lumps, ASTM C142; less than 0.5 percent.
         b.) Lightweight pieces, ASTM C123; less than 5.0 percent.
         c.) Organic impurities, ASTM C40; color no darker than standard color.
         d.) Plasticity index of 4 or less when tested in accordance with ASTM D4318.

   c. WATER - Potable water, free of oils, acids, alkalis, organic matter, or other deleterious substances, meeting requirements of ASTM C94.

   d. TESTING REQUIREMENTS
      1) Mixing plant inspections may be performed periodically. Material samples shall be collected and tested for change in material characteristics.
      2) Random samples of delivered product will be taken in the field at point of delivery for each day of placement in the work area. Specimens will be prepared in accordance with ASTM D1632 and tested for compressive strength in accordance with ASTM D1633.
      3) The cement content may be tested at the discretion of the City.
      4) DESIGN REQUIREMENTS: Design sand-cement mixture to produce a minimum unconfined compressive strength of 50 pounds per square inch in 48 hours and 100 pounds per square inch in 7 days when compacted to 95% in accordance to ASTM

D558 and when cured in accordance with ASTM D1632, and tested in accordance with ASTM D1633. Mix for general use shall contain a minimum of 1-½ sacks of cement per cubic yard. Compact mix with moisture content between 0% to 2% above optimum. **The maximum compressive strength in 7 days shall be 400 psi.** Brazos County will not pay for any materials that do not meet the minimum compressive strength requirements or any materials that exceed the maximum compressive strength requirements.

e. MIXING:

1) Thoroughly mix sand, cement, and water in proportions specified by the Design Requirements using a pugmill-type mixer. The plant shall be equipped with automatic weight controls to ensure correct mix proportions.
2) Stamp batch ticket at plant with time of loading directly after mixing. Material not placed and compacted within 4 hours after mixing shall be rejected.

7. **SPECIFICATIONS FOR 1 ½ BACKFILL AGGREGATE (LIMESTONE)**

a. Provide a material of specified size meeting requirements for use in a TXDOT item 247 Grade 1, Type A Flexible Base

8. **SPECIFICATIONS FOR 1 ½ CONCRETE AGGREGATE (CRUSHED CONTRETE)**

a. Provide and material of specified size meeting requirements for use in the TXDOT item 247 Grade 1, Type D Flexible Base

G. QUOTATIONS

The following quantities are estimates of our anticipated purchases and will be used for tabulation purposes only. The specified estimates are not guaranteed minimums. Fill in the blanks with unit prices that are firm for the entire period of this contract. All unit prices are to include all delivery charges to Brazos County jobsites, including freight and pumping charges.

The designation of "80,000# Yard" will be delivered to the Road and Bridge yard on Highway 21 in Bryan. The designation of "80,000 # AWIC" will include charges to deliver the material anywhere in the County.

The designation of "58,420 # AWIC" are loads to be delivered in small dump trucks, not tractor-trailers; and will include charges to deliver the material anywhere in the County. Some sites do not have adequate space to turn around or do not allow for safe backing to the dump site.

LOADED AND HAULED - F.O.B. BRAZOS COUNTY (PRICE PER TON)

Base			Loaded Only	#58,420 Loaded/ Hauled Anywhere in County	#80,000 Loaded/ Hauled Anywhere in County	Loaded/ Hauled to County Yard on SH 21
Item	**Tonnage**	**Description**	**Per Ton**	**Per Ton**	**Per Ton**	**Per Ton**
1	30,000	Flex Base - Item 247, Type A, Grade 1	NO BID	NO BID	NO BID	NO BID
		Product Name				
		Product Number				
2	30,000	Flex Base - Item 247, Type A, Grade 2	NO BID	NO BID	NO BID	NO BID
		Product Name				
		Product Number				
3	20,000	Flex Base - Item 247, Type D, Grade 1	NO BID	NO BID	NO BID	NO BID
		Product Name				
		Product Number				
4	10,000	Cem Treated Base (Plant Mix) - Item 276, Class M, Type A, Grade 1-2	[redacted]	NO BID	NO BID	[redacted]
		Product Name				
		Product Number				

Cold Mix / Asphalt Patch Materials			**Loaded Only**	**#58,420 Loaded/ Hauled Anywhere in County**	**#80,000 Loaded/ Hauled Anywhere in County**	**Loaded/ Hauled to County Yard on SH 21**
Item	**Tonnage**	**Description**	**Per Ton**	**Per Ton**	**Per Ton**	**Per Ton**
5	5,000	TxDOT 330 Type I, Grade AA, Course Base	[redacted]			75.69
		Product Name	CM LRA ITM 330 GR AA			
		Product Number	7656			
6	4,000	TxDOT 330 Type I, Grade CC, Medium Surface	[redacted]			76.69
		Product Name	CM LRA ITM 330 GR CC			
		Product Number	7659			
7	4,000	TxDOT 330 Type II, Grade CS, Medium Surface	[redacted]			84.19
		Product Name	CM LRA ITM 330 GR CS			
		Product Number	7660			
8	5,000	DMS 9202, Asphaltic Concrete, Patching Material (Stockpile Storage), MEETING ARTICLE 9202.3.A.7 "All Season Pre-Coated Patching Mixture (ASPPM)", SAC- B or Better	NO BID	[redacted]	O BID	NO BID
		Product Name				
		Product Number				

Surface Aggregates			**Loaded Only**	**#58,420 Loaded/ Hauled Anywhere in County**	**#80,000 Loaded/ Hauled Anywhere in County**	**Loaded/ Hauled to County Yard on SH 21**
Item	**Tonnage**	**Description**	**Per Ton**	**Per Ton**	**Per Ton**	**Per Ton**
9	1,000	Aggregate Tx DOT Item 302, Type D, Grade 3 SAC-B (Limestone)	[redacted]			O BID
		Product Name				
		Product Number				
10	5,000	Aggregate TxDOT Item 302, Type D Grade 4 SAC-B (Limestone)	[redacted]			NO BID
		Product Name				
		Product Number				
11	500	Aggregate TxDOT Item 302, Type PD Grade 4 SAC-B (Precoated Limestone)	[redacted]			O BID
		Product Name				
		Product Number				
12	1,000	Aggregate Tx DOT Item 302, Type D, Grade 5 SAC-B (Limestone)	[redacted]			NO BID
		Product Name				
		Product Number				
13	1,500	Aggregate Tx DOT Item 302, Type L, Grade 4	[redacted]			NO BID
		Product Name				
		Product Number				
14	500	Aggregate Tx DOT Item 302, Type E, Grade 5 Traprock of various fine grained, dense, dark-colored, non-granite, igneous rock	[redacted]			NO BID
		Product Name				
		Product Number				

Various Materials			**Loaded Only**	**#58,420 Loaded/ Hauled Anywhere in County**	**#80,000 Loaded/ Hauled Anywhere in County**	**Loaded/ Hauled to County Yard on SH 21**
Item	**Tonnage**	**Description**	**Per Ton**	**Per Ton**	**Per Ton**	**Per Ton**
15	3,000	1 1/2" Limestone Backfill Aggregate	[redacted]			NO BID
		Product Name				
		Product Number				
16	3,000	1 1/2" Crushed Concrete Aggregate (no steel)	[redacted]			NO BID
		Product Name				
		Product Number				
17	2,000	Limestone Screenings	[redacted]			NO BID
		Product Name				
		Product Number				
18	2,000	Oversize Aggregate - 2 x 3	[redacted]			NO BID
		Product Name				
		Product Number				
19	2,000	Oversize Aggregate - 3 x 5	[redacted]			NO BID
		Product Name				
		Product Number				
20	2,000	Washed Concrete Sand	[redacted]			NO BID
		Product Name				
		Product Number				
21	3,000	Cement Stabilized Sand – See Specifications on Page 8-9 of bid	NO BID	NO BID	NO BID	[redacted]
		Product Name				
		Product Number				

Rip Rap			**Loaded Only**	**#58,420 Loaded/ Hauled Anywhere in County**	**#80,000 Loaded/ Hauled Anywhere in County**	**Loaded/ Hauled to County Yard on SH 21**
Item	**Tonnage**	**Description**	**Per Ton**	**Per Ton**	**Per Ton**	**Per Ton**
22	2,000	Riprap - TxDOT Item 432, Type F	[redacted]			NO BID
		Product Name				
		Product Number				
23	2,000	Riprap - TxDOT Item 432, Type R	[redacted]			O BID
		Product Name				
		Product Number				
24	2,000	Riprap - TxDOT Item 432, Common	[redacted]			NO BID
		Product Name				
		Product Number				

25	Specific location of vendors plant	4483 Ranch Rd. 1022, Uvalde, TX 78801
26	Delivery time after receipt of purchase order	24 Hours
27	Contact person & phone number at plant	Lisa Araujo 2102084070 / MagdaDelarosa830591887
28	Directions to plant	Hwy 90W outside Uvalde Texas, Take RR1022 South, road dead ends into plant.
29	Number of Trucks and size owned by vendor	40 trailer end dumps (contract carrier)
30	Describe any agreements that vendor has in place to insure ability to perform the specified work in the bid	24 ton min. load

H. CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other vendor, and that the contents of this bid have not been communicated to any other vendor prior to the official opening of this bid.

SIGNED BY: Lisa Araujo

TYPED NAME: Lisa Araujo TITLE: Inside Sales

COMPANY NAME: Martin Marietta

PHONE: 210.208.4070

MAILING ADDRESS: 5710 W. Hausman Rd. Ste. 121
P.O. Box or Street

San Antonio TX 78249
City State Zip

EMAIL ADDRESS: lisa.araujo@martinmarietta.com

VENDOR TAX IDENTIFICATION NUMBER: TX 65.131012 3

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF BID REQUEST NO. 2016-172

****

By signing below, Brazos County agrees that this bid, 2016-172, will be awarded as dictated on the associated bid tabulation sheet, to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By:

Brazos County Commissioner's Court_____

Date_____

Attest:

Brazos County Clerk_____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MARTIN MARIETTA MATERIALS SOUTHWEST, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2710 WYCLIFF ROAD

Requester's name and address (optional)

6 City, state, and ZIP code
RALEIGH, NC 27607-3033

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
6	5	–	1	3	1	0	1	2	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▶ | Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
100 North Tryon Street, Suite 3600
Charlotte, NC 28202
Attn: CA NON-RESIDENT NO. OB22889

J56965-1.MMM-GAXWX-15-16 Charlo NC

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Ins Co Of North America	43575
INSURER C : N/A	N/A
INSURER D : Agri General Insurance Company	42757
INSURER E :	
INSURER F :	

INSURED
MARTIN MARIETTA MATERIALS, INC.
ATTN: TODD CRUMP
2710 WYCLIFF ROAD
RALEIGH, NC 27672

COVERAGES **CERTIFICATE NUMBER:** ATL-003819834-21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			HDOG27400425	09/30/2015	09/30/2016	EACH OCCURRENCE	$	3,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
							MED EXP (Any one person)	$	
							PERSONAL & ADV INJURY	$	3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	6,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	6,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			ISAH08860701	09/30/2015	09/30/2016	COMBINED SINGLE LIMIT (Ea accident)	$	3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	DED [ ] RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC48592430 (AOS)	09/30/2015	09/30/2016	X PER STATUTE [ ] OTH-ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WLRC48592429 (CA)	09/30/2015	09/30/2016	E.L. EACH ACCIDENT	$	2,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC48592417 (TN)	09/30/2015	09/30/2016	E.L. DISEASE - EA EMPLOYEE	$	2,000,000
							E.L. DISEASE - POLICY LIMIT	$	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Nerissha Tucker Nerissha Tucker

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Martin Marietta

Brazos County
Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #1 to 2016-172
Various Aggregates and Other Road Materials

Issued: June 1, 2015
Change: Change to Specifications
Reason: Vendor Question

This is a change in specifications listed in the bid document on page 8; section; F. Specifications; Paragraph 1. Please see change below highlighted in yellow.

Unless otherwise specified, when order is placed all items in this bid shall meet or exceed Texas State Department of Highways and Public Transportation Standard Specifications for Construction of Highways, Streets and Bridges, 2004 Edition. Each type and grade may be subject to "Quality" testing and acceptance by Brazos County.

Revised bid proposal documents are also attached.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum
Signature: _____
Printed Name: Lisa Araujo