



Texas Materials Group, Inc. dba East Texas Asphalt

A CRH COMPANY

P.O. Box 330
Jasper, Texas 75951

Phone: (409) 384-4520
Fax: (409) 384-8699

PROPOSAL AND CONTRACT

Submitted To: Sabine Co. Pct. 4 476 SH 21 Milam, TX 75948 Attn.: Bubba Lowe Office No.: 936-288-6693 FAX No.: Cell No.: E-Mail Address: jlowe@co.sabine.tx.us	Project Name: Sabine Count Pct. 4 Twin Cedars & Pecan Estates	Proposal Date: 2/24/2023
	Project Location: Milam, TX	Estimate No.: 1005BDREV
	Plans Prepared By: Bobby Daggett Date of Plans: 01-24-2023	Estimate Prepared By: Bobby Daggett

Texas Materials Group, Inc. hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the above referenced project at the prices indicated:

Description of Work	Quantity	Unit	Unit Cost	Extended Amount
ASPHALT OVERLAY OF TWIN CEDARS				
Twin Cedars Drive (7150 SY)				\$ -
Mobilization, Clean Sweep, Tack Coat, 1" Level-Up and 1" Overlay - Quick-Set Oil Sand Asphalt				\$ -
Paving 2905 LF Section of Road at 22' Wide	1	LSU	\$ 112,443.48	\$ 112,443.48
				\$ -
ASPHALT OVERLAY OF PECAN ESTATES				
Pecan Estates Loop (3164 SY)				\$ -
Mobilization, Clean Sweep, Tack Coat, 1" Level-Up and 1" Overlay - Quick-Set Oil Sand Asphalt				\$ -
Paving 1582 LF Section of Road at 18' Wide	1	LSU	\$ 55,620.51	\$ 55,620.51
				\$ -
			Extended Total	\$ 168,063.99
**** NO SALES TAX INCLUDED				
**** If Exempt please send and Exempt Form				

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THIS QUOTATION INCLUDES THE FOLLOWING TERMS:

- (1) Unless the words "Lump Sum" appear next to a price for an item, all prices are unit per unit, and payments will be based upon the actual number of units performed at that price.
- (2) This quotation must be accepted within 20 days of the Proposal Date or it shall automatically expire. The Proposal may be accepted at any later date at the sole option of the Company.
- (3) The prices quoted above are binding until May 31, 2023. After such time, the prices are subject to escalation based upon increases in the Company's costs.
- (4) Drainage of the pavement surface in areas where the designed slope is less than 1.0% will not be guaranteed.
- (5) Surveying, staking, traffic control, testing, permits, utilities location and adjustment or relocation and other incidentals not expressly addressed such as environmental permitting are not included.
- (6) Payment and Performance Bonds are not included.
- (7) Price for Mobilization includes 2 move-ins. Each additional Move in will be at a price of \$3,500 per Each.
- (8) This quote is contingent upon Company's satisfaction with credit conditions.
- (9) Pavement in areas not accessible to our asphalt paver will necessarily be installed by hand. These areas will have a noticeably coarser texture than asphalt that is installed by a paver.
- (10) All traffic control appurtenances such as but not limited to Barrels, Barricades, Arrow Boards, Message Boards, Etc. are to be furnished by Prime Contractor.
- (11) Weekends, Night Work, and Holidays are excluded. If work required there will be a \$1,500.00 per day opening fee.

If you agree to these terms, prices and conditions, including the terms and conditions on the following page, please acknowledge acceptance by signing in the space provided, initialing the attached "Terms and Conditions" and return the original hereof to us, retaining a copy for your files. The person signing for you below represents that he or she is fully authorized to enter into this Agreement.

See Terms And Conditions – Next Page:

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PROPOSAL AND CONTRACT - CONT'D

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CONTRACT ACCEPTANCE:

County of Sabine, Tx

(Firm Name)

James Lowe

(Signature)

James "Bubba" Lowe, Compct 4

(Printed Name and Title)

Feb 27, 2023

(Date)

Texas Materials Group, Inc. dba East Texas Asphalt

[Signature]

Signature

Bobby Daggett / Senior Project Manager

Printed Name and Title

02-24-2023

Date

TERMS AND CONDITIONS

performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done,

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

completed as to permit us to perform out work hereunder in a normal uninterrupted single shift operation.

the work for causes beyond our control, and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to You agree that the proper jurisdiction and venue for adjudication concerning this contract is Jasper County, Texas, and you waive any right to jurisdiction and venue in any other place.

Initials:

[Signature]

Date:

27 Feb 2023

PROPOSAL

GILBERT PAVING

1020 Garrison Dr.
Lufkin, Texas
75901

DATE: 02/12/2023

TO: Sabine County

cookie.cryer@co.sabine.tx.us

1.	Mill all broken area in roadway to be paved.
2.	Apply crushed limestone road base in area mill and compact to hard finish.
3.	Power sweep with power broome all of the asphalt to be paved.
4.	Pave all of the area with hot mix type D state asphalt 2 ½ " compact to 2" finish hard surface.
	ROADS TO BE PAVED
1.	TWIN CEDER DR
	2,905 FT LONG & 22 FT WIDE
	TOTAL SQFT 63,910
	TOTAL COST \$191,730.00
2.	PECAN ESTATES RD
	1,583 FT LONG & 18FT WIDE
	TOTAL SQFT 28,494
	TOTAL COST \$85,482.00

3 YEAR WARRANTY ON POTHOLES

Feel free to call Gilbert Paving if you have any questions at 936-676-9903. THANK YOU