TEXAS A&M ENGINEERING EXTENSION SERVICE

PURCHASE ORDER

Order Date: 06/22/2018

GSC COPY

Page: 01

INVOICE TO:

TX A&M ENGINEERING EXTENSION SERVICE
TEEX EMERGENCY SERVICES TRAINING INSTITUTE
ACCOUNTS PAYABLE
PO BOX 40006
COLLEGE STATION TX 77840

SHIP TO:

TX A&M ENGINEERING EXTENSION SERVICE
TEEX EMERGENCY SERVICES TRAINING INSTITUTE
BRAYTON FIRE FIELD
1595 NUCLEAR SCIENCE RD.
COLLEGE STATION TX 77843

VENDOR: KELLY BURT DOZER
PO BOX 4413
BRYAN, TX 77805

UNK - W - S

TERMS:

N 30

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY:

Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570

This Order is not valid unless signed by the Purchasing Agent.

Angel Consarcnio

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 12A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

Texas A&M University cannot accept collect freight shipments.

FAILURE TO DELIVER: If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

The State of Texas is exempt from all Federal Excise Taxes.

Any exceptions to pricing or description contained herein must be approved by the Texas A&M Department of Procurement Services prior to shipping.

ITEM USER REF: 250000-1262

PLEASE NOTE: THIS BID HAS BEEN POSTED ON THE TEXAS MARKET PLACE. THE WEB ADDRESS IS:

HTTP:ESBD.CPA.STATE.TX.US

IT IS THE BIDDER’S RESPONSIBILITY TO CHECK THIS SITE FOR ANY ADDENDUM’S THAT MAY BE POSTED.

** **
NAICS CODE 238910
** SIZE STANDARD: $15 MILLION **
** IN AVG. ANNUAL RECEIPTS (3YR) **

** ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS BY THE END USER DEPARTMENT. **

MASTER AGREEMENT TO BE FOR THE TIME PERIOD OF SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2019.

VENDOR CONTACT: REAGAN WEICHERT
PHONE: 979-778-1902
FAX: 979-778-3802
EMAIL: BURTDZER@GMAIL.COM

TEEX CONTACT: JOHN COPPERNOLL
PHONE: 979-842-7663
EMAIL: JOHN.COPPERNOLL@TEEX.TAMU.EDU

TEEX CONTACT: MAMIE BREWER

FOB: DESTINATION FRT INCLUDED

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Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570

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Angel Consarcnio
TEXAS A&M ENGINEERING EXTENSION SERVICE  
College Station, TX 77843-1477
PURCHASE ORDER

Order Date: 06/22/2018

Page: 02

VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION. ALL TERMS AND CONDITIONS SET FORTH IN THE BID INVITATION BECOME A PART OF THIS ORDER.

ITEM  DESCRIPTION  QUANTITY  UOM  UNIT PRICE  EXTENDED PRICE

PHONE: 979-862-2655  
EMAIL: MAMIE.BREWER@TEEX.TAMU.EDU  

Texas A&M University is issuing a master order to provide a blanket agreement for hauling sand, dirt, and debris for Texas A&M Engineering Extension Emergency Services Training Institute (TEEX/ESTI) per the terms, conditions, and specifications herein on Bid B990003.

Blanket agreement to be for the time period of September 1, 2018 through August 31, 2019.

Texas A&M University reserves the right to renew this agreement for an additional four (4) years, one (1) year at a time, if mutually agreeable to both parties, with all terms and conditions to be held firm through August 31, 2019.

If the renewal option is exercised, the vendor may increase the contract prices to reflect increases in the cost of providing products or services; however if there has been no increase in costs, the vendor is expected to hold pricing. Additionally, should there be any decreases in costs, the vendor is expected to pass those savings along to Texas A&M.

Vendor must quote a price adjustment factor in terms of a maximum percentage increase for each renewal year. Escalations will be based on the previous year's prices and may be requested at the time of the renewal to

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Purchasing Agent for TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570

State and City Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.
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### Item

<table>
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<td>1st Renewal Year 9/01/19 - 8/31/20</td>
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<tr>
<td>2nd Renewal Year 9/01/20 - 8/31/21</td>
<td>0 %</td>
</tr>
<tr>
<td>3rd Renewal Year 9/01/21 - 8/31/22</td>
<td>0 %</td>
</tr>
<tr>
<td>4th Renewal Year 9/01/22 - 8/31/23</td>
<td>0 %</td>
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Failure by bidder to insert escalation ceiling indicates escalation percent not to exceed zero percent (0%). Escalation percent will be used in the bid evaluation for all optional renewals.

Texas A&M University reserves the right to add or remove items/products/services on this order at any time. Texas A&M shall seek a quote from awarded supplier to obtain pricing, then issue a change order with added or deleted items.

Cancellation:

Texas A&M University reserves the right to cancel immediately due to non-performance.

Upon award, this agreement is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using agency.

**FOB:** DESTINATION FRT INCLUDED

Texas A&M University cannot accept collect freight shipments.

**State and City Sales Tax Exemption Certificate:** The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The State of Texas is exempt from all Federal Excise Taxes.

**IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY:**

This Order is not valid unless signed by the Purchasing Agent.

**Terms:**

N 20

In accordance with your bid, supplies/equipment must be placed in the department receiving room by:

Purchasing Agent for

Texas A&M Engineering Extension Service

Phone: 979-845-4570
Texas A&M University reserves the right to cancel with a thirty (30) day written notice.

Prices are F.O.B.: Texas Engineering Extension Service (TEEX) Emergency Services Training Institute (ESTI), Texas A&M University System, College Station, Texas. Upon award, delivery location will be:

Brayton Fire Training Field
1595 Nuclear Science Road
College Station, Texas 77843-8000

Vendor must guarantee delivery within forty-eight (48) hours of request at the agreed upon delivery time. In general a two (2) day notice will be given for deliveries, with the stipulation that the order may be cancelled by TEEX/ESTI due to weather conditions the following day without penalty.

Orders will be scheduled, or placed that refer to your bid. All invoices must reflect price(s) quoted and must reflect the purchase order number issued by TEEX. Vendor shall be responsible for clearly identifying all items on all invoices by using descriptive words (example: Item #00001 Sand(river bottom grade), bid item #1). Also, item number from a resulting purchase order must be on all invoices, bills and receipts.

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The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Tit 24, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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Terms:

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This Order is not valid unless signed by the Purchasing Agent.

Purchasing Agent for TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570
**TEXAS A&M ENGINEERING EXTENSION SERVICE**  
*GSC COPY*

**PURCHASE ORDER**

**Order Date:** 06/22/2018  
**Page:** 05

**Invoice To:**

<table>
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<th>M990009</th>
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<tr>
<td><strong>KELLY BURT DOZER</strong></td>
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<tr>
<td><strong>PO BOX 4413</strong></td>
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<tr>
<td><strong>BRYAN, TX 77805</strong></td>
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**Vendor:**

| **17425208570** |
| **PO BOX 4413** |
| **BRYAN, TX 77805** |

**Ship To:**

| **PO BOX 40006** |
| **COLLEGE STATION TX 77840** |

**Account:**

| **PURCHASE ORDER** |
| **VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.** |
| **ALL TERMS AND CONDITIONS SET FORTH IN THE BID INVITATION BECOME A PART OF THIS ORDER.** |

**Terms:**

| **N 30** |

**FOB:** DESTINATION FRT INCLUDED

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The State of Texas is exempt from all Federal Excise Taxes.

**STATE AND CITY SALES TAX EXEMPTION CERTIFICATE:** The undersigned claims an exemption from taxes under Chapter 33, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

**AGC**

**STATEMENT:**

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY:

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**Purchasing Agent for**

**TEXAS A&M ENGINEERING EXTENSION SERVICE**

**Phone:** 979-845-4570

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**ITEM** | **DESCRIPTION** | **QUANTITY** | **UOM** | **UNIT PRICE** | **EXTENDED PRICE**
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In the event materials are not available from the vendor TEEX reserves the right to purchase materials from other sources of supply.

Shipping:

Quote FOB Destination, freight prepaid and included in the cost.

Exact delivery location and date shall be coordinated with the department contact or their designee. The department contact or their designee shall be notified twenty four (24) hours before delivery.

Payment:

Shall be Net 30 after receipt of invoice and product and final acceptance by the department contact or their designee.

**THIS DOCUMENT is subject to any constitutional or statutory limitations upon Texas A&M University as an Agency for the State of Texas.**

**OSHA STATEMENT**

Seller represents and warrants that all articles and services covered by this document meet or exceed the safety standards established.

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ANYExceptions to pricing or description contained herein must be approved by the Texas A&M Department of Procurement Services prior to shipping.
ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES PRIOR TO SHIPPING.

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FOB: DESTINATION FRT INCLUDED

Terms: N 30

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The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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**TEXAS A&M ENGINEERING EXTENSION SERVICE**  
College Station, TX 77843-1477  
**PURCHASE ORDER**  
Order Date: 06/22/2018  
Page: 07

**Vendor:**  
17425208570  
KELLY BURT DOZER  
PO BOX 4413  
BRYAN, TX 77805

**Invoice To:**  
TX A&M ENGINEERING EXTEN SRVC  
TEEX EMERGENCY SVCS TRNG INST.  
ACCOUNTS PAYABLE  
PO BOX 40006  
COLLEGE STATION TX 77840

**Ship To:**  
TX A&M ENGINEERING EXTEN SRVC  
TEEX EMERGENCY SVCS TRNG INST  
BRAYTON FIRE FIELD  
1595 NUCLEAR SCIENCE RD.  
COLLEGE STATION TX 77843

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**ITEM** | **DESCRIPTION** | **QUANTITY** | **UOM** | **UNIT PRICE** | **EXTENDED PRICE**
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perform their services at any location under their control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification the term “segregated facilities” means any waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractor prior to the award of subcontracts exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, that they will retain such certifications in their files and that they will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES - A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract

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ITEM DESCRIPTION QUANTITY UOM UNIT PRICE EXTENDED PRICE

exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

AFFIRMATIVE ACTION COMPLIANCE

In addition to the above certification, if this transaction exceeds $50,000 the seller must have included as part of the bid a copy of their written Civil Rights "Affirmative Action Compliance Program". If a bidder is not required to have such a written program, they must have so stated on the bid form indicating the reason it is not required.

Paragraph 60.741.4 of Title 41 of Part 60-741 Affirmative Action Obligations of Contracts and Subcontracts for Handicapped Workers is incorporated by reference for all contracts of $3,500.00 or greater.

If any additional information is required regarding these requirements, please contact the Texas A&M University Purchasing Services department prior to the shipping date.

This purchase order agreement for goods and services incorporates by reference the equal employment opportunity clause provisions of

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The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 30, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.
PURCHASE ORDER

Vendor:
17425208570
KELLY BURT DOZER
PO BOX 4413
BRYAN, TX 77805

Terms:
N 30

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The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 32, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.
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than the apparent low bidder under a sealed bid procurement.
(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

6.3 All purchase orders awards shall contain the following provisions as applicable:
   All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to

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Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570
1. Subcontractors, agents, and representatives of the recipient and the subrecipient shall ensure that the wages paid to laborers and mechanics are at least equal to the prevailing wage rate determined for the area in which the work is performed. Failure to do so may result in the recipient or subrecipient incurring liability to the Secretary of Labor.

2. If the recipient or subrecipient is unable to obtain the prevailing rate from the localprevailing rate, it shall notify the Secretary of Labor of the proposed rate and request an immediate determination. The Secretary of Labor shall make the determination within 30 days of receipt of the notice. The determination shall be given effect unless the recipient or subrecipient objects within 10 days of receipt of the determination.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR parts 7.1-7.8).

"Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction* Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.


Where applicable, all contracts awarded by recipients in excess of $2000 for construc-

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<td>give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.</td>
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Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570

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Texas A&M University requires payment within 30 days.

In accordance with your bid, supplies/equipment must be placed in the Department Receiving Room by:

This Order is not valid unless signed by the Purchasing Agent.

Purchasing Agent for
Texas A&M Engineering Extension Service
Phone: 979-845-4570

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### Terms:

N 30

In accordance with your bid, supplies/equipment must be placed in the Department Receiving Room by:

This Order is not valid unless signed by the Purchasing Agent.
Grants, Contracts and Cooperative Agreements and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


8. Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties that are debarred.

FOB: DESTINATION FRT INCLUDED

Texas A&M University cannot accept collect freight shipments.

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

TERMS:

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY:

This Order is not valid unless signed by the Purchasing Agent.
Texas A&M Engineering Extension Service

Pursue Order

Vendor:

17425208570
KELLY BURT DOZER
PO BOX 4413
BRYAN, TX 77805

Vendor to indicate minimum order, if any

Ship To:

TX A&M ENGINEERING EXTEN SRVC
TEEX EMERGENCY SVCS TRNG INST.
ACCOUNTS PAYABLE
PO BOX 40006
COLLEGE STATION TX 77840

Item Description

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
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<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Concrete Stabilized Sand</td>
<td>200 YDS</td>
<td>2</td>
<td>Topsoil Delivered as required</td>
<td>200 TON</td>
<td>12.000</td>
<td>2,400.00</td>
</tr>
<tr>
<td>3</td>
<td>Fill dirt (free of debris and organic material)</td>
<td>200 TON</td>
<td>4</td>
<td>Dirt, Fill, Select, Yards, with a plasticity index (P) between 5 and 15</td>
<td>1,000 YDS</td>
<td>8.500</td>
<td>8,500.00</td>
</tr>
<tr>
<td>5</td>
<td>Sand (River Bottom Grade) delivered as required</td>
<td>200 YDS</td>
<td>6</td>
<td>Crushed Limestone Ballast 3/4&quot; to 1 3/4&quot; (No Fines), Delivered as required</td>
<td>200 TON</td>
<td>36.500</td>
<td>7,300.00</td>
</tr>
</tbody>
</table>

Fob: Destination FRT Included

Terms: N 30

Failure to deliver - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

The State of Texas is exempt from all Federal Excise Taxes.

State and city sales tax exemption certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 12A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being acquired for the exclusive use of the State of Texas.

This Order is not valid unless signed by the Purchasing Agent.
Vendor:  
17425208570  
KELLY BURT DOZER  
PO BOX 4413  
BRYAN, TX 77805

VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION. ALL TERMS AND CONDITIONS SET FORTH IN THE BID INVITATION BECOME A PART OF THIS ORDER.

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ITEM | DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
--- | --- | --- | --- | --- | --- |
7 | Crushed Limestone Ballast 1" to 3" (No Fines) Delivered as required | 200 | TON | 36.500 | 7,300.00 |
8 | Crushed Limestone Base 3" to 5" (No Fines) Delivered as required | 200 | TON | 45.500 | 9,100.00 |
9 | Crushed Limestone Base 3/4" (Type A/Grade 1) Delivered as required | 800 | TON | 24.500 | 19,600.00 |
10 | Pea Gravel, Washed, (No Fines) Delivered as Required | 200 | TON | 18.500 | 3,700.00 |

TEEX shall be responsible for loading items 11 and 12

11 | Haul off of brush, trees, or other vegetation Cost is to include trucking and disposal. Base cost on 32' trailer load. | 40 | EA | 165.000 | 6,600.00 |
12 | Haul off of concrete rubble. Cost is to include trucking and disposal. Base cost on standard dump truck load. 12 yard bobtail loads | 40 | EA | 100.000 | 4,000.00 |

TOTAL | | | | | 79,400.00

THIS DOCUMENT is subject to any constitutional or statutory limitations upon Texas A&M University as an Agency for the State of Texas.

OSHA STATEMENT

AGC

FOB: DESTINATION FRT INCLUDED

Texas A&M University cannot accept collect freight shipments.

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 12A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as the property is being used for the exclusive use of the State of Texas.

Orders must be placed by April 19, 2018.

TERMS: N 30

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY:

This Order is not valid unless signed by the Purchasing Agent.

Purchasing Agent for TEXAS A&M ENGINEERING EXTENSION SERVICE  
Phone: 979-845-4570
ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES PRIOR TO SHIPPING.

ITEM | DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE
--- | --- | --- | --- | --- | ---

Seller represents and warrants that all articles and services covered by this document meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91:596) and its regulations in effect or proposed as of the date of this document.

CERTIFICATION OF NONSEGREGATED FACILITIES OF EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE

If this transaction exceeds $10,000 or if the seller anticipates or has a history of exceeding $10,000.00 in sales to Texas A&M University within any continuous twelve (12) month period, the acceptance of this document will signify their compliance with the provisions of SECTION 202 of EXECUTIVE ORDER No. 11246 pertaining to Equal Employment Opportunities effective September 24, 1965 and its amendment EXECUTIVE ORDER No. 11375 effective October 13, 1967 insofar as Section 202 is affected by changing the word "creed" to "religion" and by adding the word "sex". The signing will also serve as written affirmation of the following CERTIFICATION OF NONSEGREGATED FACILITIES. By the acceptance of this document, the bidder, offeror, applicant or subcontractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control, where segregated facilities are maintained. They certify

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The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY:

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IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY:

This Order is not valid unless signed by the Purchasing Agent.

Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570
**TEXAS A&M ENGINEERING EXTENSION SERVICE**

**P Urchase Order**

Order Date: 06/22/2018

Page: 18

---

**Vendor:**

17425208570
KEELY BURT DOZER
PO BOX 4413
BRYAN, TX 77805

**Invoice To:**

TX A&M ENGINEERING EXTEN SRVC
TEEX EMERGENCY SVCS TRNG INST.
ACCOUNTS PAYABLE
PO BOX 40006
COLLEGE STATION TX 77840

**Ship To:**

TX A&M ENGINEERING EXTEN SRVC
TEEX EMERGENCY SVCS TRNG INST
BRAYTON FIRE FIELD
1595 NUCLEAR SCIENCE RD.
COLLEGE STATION TX 77843

---

**Subcontractors of Requirement for Certification of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (ie, quarterly, semiannually, or annually).

**Affirmative Action Compliance**

In addition to the above certification, if this transaction exceeds $50,000, the seller must have included as part of the bid a copy of their written Civil Rights "Affirmative Action Compliance Program". If a bidder is not required to have such a written program, they must have so stated on the bid form indicating the reason it is not required.

Paragraph 60.741.4 of Title 41 of Part 60-741 Affirmative Action Obligations of Contracts and Subcontracts for Handicapped Workers is incorporated by reference for all contracts of $3,500.00 or greater.

If any additional information is required regarding these requirements, please contact the Texas A&M University Purchasing Services.

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**Failure to Deliver**

If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

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**State and City Sales Tax Exemption Certificate:** The undersigned claims an exemption from taxes under Chapter 20, Title 12A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

---

**Quantity**

**Unit Price**

**Extended Price**

---

**Terms:**

N 30

In accordance with your bid, supplies/equipment must be placed in the department receiving room by:

This Order is not valid unless signed by the Purchasing Agent.
This purchase order agreement for goods and services incorporates by reference the equal employment opportunity clause provisions of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and all implementing regulations and relevant orders of the U.S. Secretary of Labor.

PURCHASE OF EQUIPMENT WITH FEDERAL FUNDS

6.1 Where appropriate, an analysis of lease and purchase alternatives shall be made by Procurement Services to determine the most economical and practical procurement utilizing Federal funds in excess of $5,000.

6.2 The University shall on request make available for the Federal awarding agency pre-award review and procurement documents, such as request for proposals or invitation for bids, independent cost estimates, etc. when any of the following conditions apply.

(1) A recipient's procurement procedures or operation fails to comply with the procurement standards in the Federal awarding agency's implementation of OMB's Circular A-110.

(2) The procurement is expected to exceed the small purchase threshold fixed at 41 U.S.C. 403(11) (currently $25,000) and is to be awarded without competition or only one bid or offer is received in response to a

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State and city sales tax exemption certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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Terms: N 30

Purchasing Agent for TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570

The State of Texas is exempt from all Federal Excise Taxes.
solicitation.

(3) The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.

(4) The proposed award over the small purchase thresholds is to be awarded to other than the apparent low bidder under a sealed bid procurement.

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

6.3 All purchase orders awards shall contain the following provisions as applicable:


All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act

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STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 23, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.
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<td>1</td>
<td>AGC</td>
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Terms: N 30

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY:

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Act (40 U.S.C. 327-333). Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (20 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in

AGC

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570
**ITEM** | **DESCRIPTION** | **QUANTITY** | **UOM** | **UNIT PRICE** | **EXTENDED PRICE**
--- | --- | --- | --- | --- | ---
8. | Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees. | | | | |
| VENDOR REF: REAGAN WEICHERT 979-778-1902 PHONE: 979-778-1902 |
| CC | FY | ACCOUNT NO. | DEPT. |
| | | | |
| DOCUMENT DATE: 06/22/2018 |
| DEPT. CONTACT: MAMIE BREWER PHONE NO.: 979-458-2159 |
| BIDDING VENDOR: | | | | |
| KELLY BURT DOZER | REAGAN WEICHERT | 79,400.00 |
| TEX TRON | JAIME CARRILLO | 81,400.00 |
| GREEN DREAM INTERNAT | MARK ALEXANDER | 147,476.00 |
| PCC CD: | | | | |

**FOB:** DESTINATION FRT INCLUDED

**Terms:**

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Purchasing Agent for
TExAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570

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### PURCHASE ORDER

**Order Date:** 06/22/2018  
**Page:** 25

**Vendor:**  
17425028570  
KELLY BURT DOZER  
PO BOX 4413  
BRYAN, TX 77805

**Invoice To:**  
TX A&M ENGINEERING EXTEN SRVC  
TEEX EMERGENCY SVCS TRNG INST.  
ACCOUNTS PAYABLE  
PO BOX 40006  
COLLEGE STATION TX 77840

**Ship To:**  
TX A&M ENGINEERING EXTEN SRVC  
TEEX EMERGENCY SVCS TRNG INST  
BRAYTON FIRE FIELD  
1595 NUCLEAR SCIENCE RD.  
COLLEGE STATION TX 77843

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**ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES PRIOR TO SHIPMENT.**

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**ITEM** | **DESCRIPTION** | **QUANTITY** | **UOM** | **UNIT PRICE** | **EXTENDED PRICE**
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**Terms:**  
N 30

In accordance with your bid, supplies/equipment must be placed in the department receiving room by.

This Order is not valid unless signed by the Purchasing Agent.

---

Please note: If your invoice is not addressed as instructed payment will be delayed.

---

Purchasing Agent for  
TEXAS A&M ENGINEERING EXTENSION SERVICE  
Phone: 979-845-4570