



**GALVESTON COUNTY ENGINEERING DEPARTMENT**

**Change Order No. 1  
Texas City Hurricane Levee Roadway Rehabilitation**

Owner: Galveston County  
Contractor: Craig & Heidt, Inc.  
Engineer: Woolpert

Contract Number: 24-1139  
Purchase Order Number: PO-0002418-1  
Bid Number: B241017

**Work Being Changed**

This change order is for a pass through cost adjustment in accordance with the General Provisions of the contract. Supporting documentation for the increase in asphalt costs is attached. This cost adjustment only applies to Bid Items #7 Hot Mix Asphalt.

**CHANGE IN CONTRACT PRICE**

Original Contract Price: \$1,307,196.57  
Net Change From  
Previous Change Orders: \$0  
Contract Price Prior To  
This Change Order: \$1,307,196.57  
Net Increase/Decrease Of  
This Change Order: \$168,377.43  
Contract Price With All  
Approved Change Orders: \$1,475,574.00

**CHANGE IN CONTRACT TIME**

Original Contract Time: 243 Days  
Net Change From  
Previous Change Orders: 0 Days  
Contract Time Prior To  
This Change Order: 243 Days  
Net Increase/Decrease Of  
This Change Order: 0 Days  
Contract Time With All  
Approved Change Orders: 243 Days

**RECOMMENDED:**

By: [Signature] Date: 05/15/2025  
Engineer (Consultant)

By: [Signature] Date: 5-15-2025  
Engineer (County Engineer)

**APPROVED:**

County Of Galveston

By: [Signature] Date: June 9, 2025  
Mark Henry, County Judge

Attest: [Signature]  
Dwight Sullivan, County Clerk  
By: [Signature], Deputy

**ACCEPTED:  
Contractor**

By: [Signature]  
Craig & Heidt, Inc. (Authorized Signature)

JOE CRAIG

Printed Name

COMMISSIONERS  
GALVESTON CO. CLERK  
Date: 5-15-2025

**GALVESTON COUNTY ENGINEERING DEPARTMENT**

Change Order No. 1  
Texas City Hurricane Levee Roadway Rehabilitation

Pay Item No.	Spec Item No.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	Proposed Unit Cost	ITEM COST	OVERRUN/UNDERRUN
7	3076	Dense -Graded 1-1/2" Hot Mix Asphalt Type D	Ton	\$146.01	7,657.00	\$1,117,998.57	7,657.00	168.00	\$1,286,376.00	\$168,377.43
		TOTAL								\$168,377.43



# Material Quote and Contract Agreement

Quote Number: 5224GTXHBA

Quote Date: 5/2/2024

## Quote Prepared for:

Account: Craig & Heidt  
Street: 1970 Knoll St.  
City: Houston  
State: TX  
Zip: 77080  
Phone: (713)-467-7932  
Fax: NA

## Job Information:

Contact: Robert Garcia  
Job: Galveston County - Texas City Hurrican Levee Roadway Rehab  
FOB: See below  
Project/Control #: B241017  
Job Location: 2 locations: IH45 S & Getty Rd/ SH146 & Dickinson Bayou  
Pricing Valid Between: See Terms and Conditions on Page 2  
Additional Information:

American Materials, Inc. ("AMT") offers to sell the following described material ("Material") to the Customer for the above referenced Job, subject to the provisions of this quote ("Quote"). All Material is subject to availability and need not be produced until AMI has received an executed Quote from Buyer. This Quote and any transaction involving the Material is governed exclusively by the terms of this Quote and AMI's Additional Terms and Conditions, which are attached to and incorporated in this Quote. Customer accepts this Quote by its signature below or by receipt of delivery of the Material. Acceptance of this Quote is limited to the terms and conditions stated herein. Any additional or different terms, conditions, requirements, and/or instructions previously, concurrently, or hereafter provided by Customer are rejected in their entirety by AMI.

## Product Information:

Plant Location	Freight	Material Code	Material	Quantity	Material Price	Total
Angleton	Delivered to Job Site	259	ITEM 3076 TY D SAC B PG 64-22	7,657.00	\$ 96.50	\$ 738,900.50



# Material Quote and Contract Agreement

Quote Number: 5224GTXHBA

Quote Date: 5/2/2024


## ADDITIONAL TERMS AND CONDITIONS

1. Our Quotation is made on a Unit Price Basis. We will be paid for every Ton of Material we load for your order.
2. Our Unit Prices will at No Time ever be below our quoted prices above and are subject to increase as described in the notes below.
3. With the exception of Asphalt Cement and Freight our delivered Type D and ASB Unit Prices are firm through September 30, 2024. Our Unit Prices will not be valid after September 30, 2024 and should any work be required after that time it may be subject to repricing.
4. Our above unit prices are based on the current Asphalt Cement prices on the date of the Bid. All increases in the Asphalt Cement Prices at the time of furnishing will be passed through to the Customer. The method of adjustment for the ASB & the Type 'D' mixes will be, as an example, for every \$25.00 increase in the Asphalt Cement price there will be an increase of \$1.50 per ton to our above quoted unit price of hot mix. Our above bid unit prices will not decrease or at any time be lower than the initial bid unit prices above.
5. Taxes are NOT shown on this Quote but will be added to each invoice as applicable. If purchases by the Customer for the project are tax exempt, a valid tax exemption certificate or other appropriate documentation must be provided to American Materials before deliveries are made indicating that sales taxes do not apply, and Customer is responsible for the accuracy of the same.
6. All sales will be F.O.B. at the American Materials facility named above with the Customer being solely responsible for arranging and paying for all aspects of transporting the Material from the American Materials facility to its destination, unless otherwise specified. Under no circumstances shall American Materials be responsible for the acts, omissions or failures of any transportation provider.
7. Any delivered pricing is provided as a convenience to the customer and American Materials does not guarantee any pricing related to transportation services, unless otherwise specified in the Quote above. Any increases in transportation charges (including any rail road freight and rail road surcharges for raw materials) will be passed along to the Customer. The Delivery Haul rate is subject to fuel surcharge if fuel goes above \$3.99 per gallon.
8. All material is subject to delays that may be experienced by American Materials, in connection with adverse weather conditions, strikes, war, governmental action, mechanical failures, rail or truck transportation, raw material shortages and other similar events. Should these occur there will be no associated penalties or damages of any kind assessed against us for impact of these delays.
9. American Materials hours of operation are from 6:00 AM to 4:00 PM Monday through Friday. Should we be required to furnish ASB or D-GR HMA either at night or on Weekends, then a charge of \$3,500.00 for our plant opening cost will be made in addition to the above unit price per ton and any additional increases that apply.
10. These terms shall control the sale and purchase of the products shown and shall be a part of the contractor's purchase agreement and may not be modified or altered in any way unless expressly approved in writing by a duly authorized representative of American Materials.
11. Demurage on trucks will be at \$85.00 per each hour or any portion thereof and will begin after the truck has been at the Jobsite for 30 minutes past their arrival. The minimum freight charge for a bobtail is 14 tons and the minimum for a trailer is 23 tons.
12. Delivered Pricing is only valid if TWIC cards are not required for the hot mix delivery trucks. Any kind of Training videos and/or any onsite safety orientation for hot mix delivery truck drivers will be charged to the customer at a rate of \$85 per each hour for each truck driver. The minimum charge will be one hour per each driver, there will be no fractionalization of the hourly time charged and the charge time will commence once the driver has arrived onsite.

CONSEQUENTIAL DAMAGES WAIVER. EACH PARTY WAIVES AND RELEASES THE OTHER FROM ANY AND ALL CONSEQUENTIAL, INDIRECT AND SPECIAL, INCIDENTAL, PUNITIVE, AND EXEMPLARY DAMAGES. ALL LIMITS OF LIABILITY IN THIS QUOTE APPLY WHETHER OR NOT THE DAMAGES ARE FORSEEABLE, REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE AND WHETHER THEY ARISE FROM CONTRACT OR TORT (INCLUDING WITHOUT LIMIT BREACH OR NEGLIGENCE) OR ANY OTHER CAUSE.

COMPANY: \_\_\_\_\_  
ACCEPTED BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

AMERICAN MATERIALS, INC:

BY:   
NAME: Brian Asp  
TITLE: Sales Manager  
DATE: 5/2/2024



## American Materials

P.O. Box 935  
Stafford, TX 77477  
Office 281-499-1551  
Dispatch 281-469-9068



Quote: **10934**

Quote Date: 11/14/2024

Expire Date: 12/14/2024

Page 1 of 2

**Customer No:** 10700

CRAIG & HEIDT  
1970 KNOLL  
HOUSTON, TX 77080

Contact: ROBERT GARCIA

Phone: 713-467-7932

Fax: 713-467-7283

**Project Name:**

B241017  
IH45 S & GETTY RD / SH146 & DICKINSON BAYOU  
LA MARQUE, TX 77568

**Quote Description :** GALV. CO. - TEXAS CITY HURRICAN LI  
B241017

**Salesperson :** BRIAN ASP  
713-534-5949

**Project No\CSJ:**

<u>Location</u>	<u>Product ID</u>	<u>Product Description</u>	<u>Quantity</u> <u>Unit</u>	<u>Delivered</u>
Angleton	259	ITEM 3076 TY D SAC B PG 64-22	7,657.00 Ton	107.50

### **PROJECT SPECIFIC TERMS**

With the exception of Asphalt Cement and Freight our delivered Type D and ASB Unit Prices are firm through March 31, 2025. On April 1, 2025 prices are subject to a 4% increase and every 6 months thereafter.

**Comments:**

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## American Materials

P.O. Box 935  
Stafford, TX 77477  
Office 281-499-1551  
Dispatch 281-469-9068



Quote: **10934**

Quote Date: 11/14/2024

Expire Date: 12/14/2024

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### AMERICAN MATERIALS STANDARD TERMS & CONDITIONS

1. Our Quotation is made on a Unit Price Basis. We will be paid for every Ton of Material we load for your order.
2. Our Unit Prices will at No Time ever be below our quoted prices above and are subject to increase as described in the notes below.
3. This quotation will be valid for a period of time extending (30) days from the dates set forth above and shall not apply for any project change orders or addenda. In order to make it a binding agreement, the customer must accept its terms by signing and returning a copy to American Materials within that period of time.
4. Our above unit prices are based on the current Asphalt Cement prices on the date of the Bid. All increases in the Asphalt Cement Prices at the time of furnishing will be passed through to the Customer. The method of adjustment for the ASB & the Type 'D' mixes will be, as an example, for every \$25.00 increase in the Asphalt Cement price there will be an increase of \$1.50 per ton to our above quoted unit price of hot mix. Our above bid unit prices will not decrease or at any time be lower than the initial bid unit prices above.
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6. All sales will be F.O.B. at the American Materials facility named above with the Customer being solely responsible for arranging and paying for all aspects of transporting the Material from the American Materials facility to its destination, unless otherwise specified. Under no circumstances shall American Materials be responsible for the acts, omissions or failures of any transportation provider.
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8. All material is subject to delays that may be experienced by American Materials, in connection with adverse weather conditions, strikes, war, governmental action, mechanical failures, rail or truck transportation, raw material shortages and other similar events. Should these occur there will be no associated penalties or damages of any kind assessed against us for impact of these delays.
9. American Materials hours of operation are from 6:00 AM to 4:00 PM Monday through Friday. Should we be required to furnish ASB or D-GR HMA either at night or on Weekends, then a charge of for our plant opening cost will be made in addition to the above unit price per ton and any additional increases that apply. Unless otherwise noted in the "Project Specific Terms" on page 1.
10. No purchase order shall be binding until acknowledge in writing by American Materials. These terms and conditions of sale and the accompanying order or quotation comprise the entire agreement between American Materials and Customer and supersede all prior or contemporaneous statements and communications. These terms and conditions prevail over any of Customer's terms and conditions of purchase, and American Materials expressly rejects all other terms and conditions communicated in any way and at any time by Customer in connection with this transaction. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not modify or amend these terms and conditions. Customer's acceptance of delivery of the material is evidence of Customer's acceptance of and agreement to be bound by these terms and conditions.
11. Demurrage on trucks will be at \$85.00 per each hour or any portion there of and will begin after the truck has been at the Jobsite for 30 minutes past their arrival. The minimum freight charge for a bobtail is 14 tons and the minimum for a trailer is 23 tons.
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