

AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only
(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Culvert Pipe Purchase

<p>Background: The Public Works Department needs to restock its culvert pipe inventory. A request for quotes for issued, and three vendors responded:</p> <p>Arrow Construction Supply LLC \$64,914.30 Contech Engineered Solutions \$68,790.07 Eastern Oregon Rental & Sales \$62,281.07</p> <p>The department is recommending the supplies be purchased from the lowest vendor.</p>	<p>Requested Action: Authorize purchase of culvert pipe from Eastern Oregon Rental & Sales in the amount of \$62,281.07</p>
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ATTACHMENTS: Quotes

*****For Internal Use Only*****

Checkoffs:

- () Dept. Heard (copy)
- () Budget (copy)
- () Fiscal
- (X) Legal (copy)
- () (Other - List:)

To be notified of Meeting:
Tom Fellows

Needed at Meeting:

Scheduled for meeting on: April 19, 2022

Action taken:

Follow-up:

Arrow Construction Supply LLC

P.O. Box 11133
Spokane, WA 99211-1133

Quote

Customer No.: UMATILLA CNT
Quote No.: 123916

Quote To: **Umatilla County Public Works**
3920 Westgate
Pendleton, OR 97801

Ship To: **Umatilla County Public Works**
3920 Westgate
Pendleton, OR 97801

Date	Ship Via	F.O.B.	Terms		
04/06/2022	Our Truck	Origin	Net 30		
Purchase Order Number		Sales Person	Required		
		Martin Perez	04/06/2022		
Quantity	Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.			
2.000		CULV 12X20	Culvert Pipe 12"x20'	583.457	1166.91
4		CULV 15X20	15"x20' Galv Culvert	529.600	2118.40
6.000		CULV 18X20	Culvert Pipe 18" x 20'	662.000	3972.00
2.000		CULV 24X20	Culvert Pipe 24" x 20'	838.600	1677.20
4.000		CULV 48X20	Culvert Pipe 48" x 20'	1677.200	6708.80
2.000		SPEC PASCO	Special Order CULV 60X20 CULVERT PIPE 60X20	2790.000	5580.00
4.000		SPEC PASCO	Special Order CULV 72X20 CULVERT PIPE 72X20	2913.000	11652.00
1		CULV 12 BAND	12" Band for Culvert	55.170	55.17
2		CULV 15 BAND	15" Annular Band	66.200	132.40
3		CULV 18 BAND	18" Band for Culvert	82.750	248.25
2		CULV 24 BAND	24" Band for Culvert	104.820	209.64
3		CULV 48 BAND	48" Band for Culvert	209.650	628.95
1		CULV 60 BAND	60" Culvert Band	303.450	303.45
2.000		SPEC PASCO	Special Order 72" CULVERT BAND	364.140	728.28
5		CULV 15X20 ARCH	15"x20' Galv Arch Pipe	623.200	3116.00
4		CULV 18X20 ARCH	18"x20' Galv Arch Pipe	778.800	3115.20

Items not returnable after 90 days. No return without authorization. 20% minimum restock charge. 1.5% monthly late charge. Proper disposal of hazardous materials purchased is customer's responsibility. If any of the above listed items were purchased originally for resale but are subsequently used for taxable purposes, the taxes due thereon will be reported and paid by the undersigned. If collection procedures are necessary, buyer agrees to pay all reasonable attorney & collection fees. Buyer fully understand credit terms and agrees to proper payment in consideration of extended credit. Unless indicated above all quotes will expire 15 days after issue date.

Date: _____ By: _____

Arrow Construction Supply LLC
P.O. Box 11133
Spokane, WA 99211-1133

Quote

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3920 Westgate
Pendleton, OR 97801

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Date	Ship Via	F.O.B.	Terms	Required
04/06/2022	Our Truck	Origin	Net 30	04/06/2022
Purchase Order Number	B.O.	Sales Person	Unit Price	Amount
Quantity	Item Number	Description		
2.000	CULV 24X20	Culvert Pipe 24" x 20' ARCH PIPE	986.600	1973.20
2.000	SPEC PASCO	Special Order CULV 72X20 ARCH	5712.000	11424.00
3	CULV 15 BAND ARCH	15" Annular Arch Band	77.900	233.70
2	CULV 18 BAND ARCH	18' Galv Arch Band	97.360	194.72
1	CULV 24 ARCH BAND	24" Arch Band Coupler	58.030	58.03
1.000	SPEC PASCO	Special Order CULV 72" BAND ARCH	714.000	714.00
1.000	FRT PASCO	Freight Charge	8904.000	8904.00
Quote subtotal				64914.30
Quote total				64914.30

Items not returnable after 90 days. No return without authorization. 20% minimum restock charge. 1.5% monthly late charge. Proper disposal of hazardous materials purchased is customer's responsibility. If any of the above listed items were purchased originally for resale but are subsequently used for taxable purposes, the taxes due thereon will be reported and paid by the undersigned. If collection procedures are necessary, buyer agrees to pay all reasonable attorney & collection fees. Buyer fully understand credit terms and agrees to proper payment in consideration of extended credit. Unless indicated above all quotes will expire 15 days after issue date.

Date: _____ By: _____

Quote # QUO-490676-M0D8L0					
Date	4/4/2022	Account Name	Umatilla County	Reply-To	
Quote #	QUO-490676-M0D8L0	Contact Name	LG Bullock	Contech Rep.	Greg Robbins
		Phone	(541) 278-5424	Address	2823 Craig Rd. South, Spokane, WA, 99001
Project Name	Umatilla County CMP 2022	Fax	(541) 278-5427	Phone	509-492-1341
Project #	706289	Email	LG.bullock@umatillacounty.net	Fax	866-314-3098
Project City/State	Pendleton, OR			Email	Greg.Robbins@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 12" - Length : 20	2.00	40.00	\$24.00	FT	\$960.00
	CSP BD 5-C RVTD GALV 16GA 12" 1PC	1.00	1.00	\$60.00	EA	\$60.00
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 15" - Length : 20	4.00	80.00	\$28.80	FT	\$2,304.00
	CSP BD 5-C RVTD GALV 16GA 15" 1PC	2.00	2.00	\$72.00	EA	\$144.00
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 18" - Length : 20	6.00	120.00	\$36.00	FT	\$4,320.00
	CSP BD 5-C RVTD GALV 16GA 18" 1PC	3.00	3.00	\$90.00	EA	\$270.00
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 24" - Length : 20	2.00	40.00	\$45.60	FT	\$1,824.00
	CSP BD 5-C RVTD GALV 16GA 24" 1PC	2.00	2.00	\$114.00	EA	\$228.00
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 48" - Length : 20	4.00	80.00	\$91.20	FT	\$7,296.00
	CSP BD 5-C RVTD GALV 16GA 48" 1PC	3.00	3.00	\$228.00	EA	\$684.00
	H/C PIPE 5 x 1 GALV LS 16GA 60" - Length : 20	2.00	40.00	\$132.00	FT	\$5,280.00
	CSP BD 5-C RVTD GALV 16GA 60" 2PC	1.00	1.00	\$330.00	EA	\$330.00
	H/C PIPE 5 x 1 GALV LS 16GA 72" - Length : 20	4.00	80.00	\$158.40	FT	\$12,672.00
	CSP BD 5-C RVTD GALV 16GA 72" 2PC	2.00	2.00	\$396.00	EA	\$792.00
	H/C ARCH 2 2/3x1/2 GALV LS 16G 17x13IN - Length : 20	5.00	100.00	\$33.88	FT	\$3,388.00
	CSP BD 5-C RVTD Arch GALV 16GA 15" 1PC	3.00	3.00	\$84.70	EA	\$254.10
	H/C ARCH 2 2/3x1/2 GALV LS 16G 21x15IN - Length : 20	4.00	80.00	\$42.35	FT	\$3,388.00
	CSP BD 5-C RVTD Arch GALV 16GA 18" 1PC	2.00	2.00	\$105.88	EA	\$211.76
	H/C ARCH 2 2/3x1/2 GALV LS 16G 28x20IN - Length : 20	2.00	40.00	\$53.65	FT	\$2,146.00
	CSP BD 5-C RVTD Arch GALV 16GA 24" 1PC	1.00	1.00	\$134.13	EA	\$134.13
	H/C ARCH 5X1 GALV LS 12G 81x59IN - Length : 20	2.00	40.00	\$310.59	FT	\$12,423.60

Quote # QUO-490676-M0D8L0							
CSP BD 5-C RVTD Arch GALV 16GA 72" 2PC	1.00	1.00	\$776.48	EA	\$776.48		
				Total	\$59,886.07		
				Freight	\$8,904.00		
				(Tax not included)	Net Total	\$68,790.07	

Standard Notes

- All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.
- Allowable unloading time for delivery trucks is one (1) hour. Demurrage charges of \$100.00 per hour thereafter will be added.
- Construction loadings typically exceed the intended post-construction live load used for design. Contact your Contech representative for specific guidelines and limitations based on the construction live loads anticipated.
- Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the balanced placement of structural backfill. Contact your Contech representative for specific information.
- One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.
- Prices are based on standardized loading to achieve full truckloads. If special loading requirements are needed additional freight charges will be added.
- Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
- Quoted Shipping is based on today's freight rate and is subject to change depending on order date.
- The estimated manufacturing lead time for this material is 3-5 weeks from the receipt of approved submittal documents.
- This material will be manufactured for this particular project and is not subject to cancellation. See Section 16 of the Contech COS.
- This quotation expires 15 days from the date shown. Prices are firm for shipment within 45 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Scope Of Work

Hel-Cor Pipe

Corrugated Metal Pipe (Hel-Cor Pipe) will be provided in standard lengths. Special lengths may be provided at an additional charge and are subject to manufacturing tolerances and shipping limitations. Prices quoted are based on nesting diameters whenever possible. If un-nested loads are required additional freight charges will be added.

Hel-Cor Pipe Arch

Corrugated Metal Pipe (Hel-Cor Pipe Arch) will be provided in standard lengths. Special lengths may be provided at an additional charge and are subject to manufacturing tolerances and shipping limitations. Prices quoted are based on nesting diameters whenever possible. If un-nested loads are required additional freight charges will be added.

PAYMENT TERMS ARE 1/2-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

<u>Acceptance</u>		<u>Contech Engineered Solutions LLC.</u>	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos		By	Greg Robbins
Company		(O)	509-492-1341
By		(F)	866-314-3098
Title		(Cell)	
Date		Title	

Quote # QUO-490676-MOD8L0

Contech - CONDITIONS OF SALE

1. ACCEPTANCE. This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES. In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. PASSAGE OF TITLE. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reconsign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:

- (1) the contract price for all products which have been completed prior to termination;
- (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired, termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

- (a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
- (b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15

EORS/NWCS #4

1000 SW Dorion Avenue
Pendleton, OR 97801
www.eorentals.com

541-276-7368 Phone
541-276-5231 Fax

Status: Quote

Quote #: q22110-4

Quote To: Fri 4/ 8/2022 9:00AM

Operator: Dean Winebarger

Terms: On Account

Customer #: 24744

Umatilla County Road Dept

Phone 541-278-5424

3920 Westgate

Mobile 541-278-5424

Pendleton, OR 97801

Job Descr: LG Bullock

Visit Us On The Web: eorentals.com

Ordered By: LG Bullock 509 386-3206

Salesman: Store #4

Qty	Item#	Items Sold	Each	Status	Each	Price
40	77815	Pipe Corrugated 12"X20' CMP 16GA	\$21.34	Retail	\$21.34	\$853.60
1	77821	Pipe Band 12" CMP	\$53.34	Retail	\$53.34	\$53.34
80	71225	Pipe Corrugated 15"X20' CMP 16GA	\$25.60	Retail	\$25.60	\$2,048.00
2	77822	Pipe Band 15" CMP	\$64.00	Retail	\$64.00	\$128.00
120	77816	Pipe Corrugated 18"X20' CMP 16GA	\$32.00	Retail	\$32.00	\$3,840.00
3	77823	Pipe Band 18" CMP	\$80.00	Retail	\$80.00	\$240.00
40	77817	Pipe Corrugated 24"X20' CMP 16GA	\$40.54	Retail	\$40.54	\$1,621.60
2	77824	Pipe Band 24" CMP	\$101.34	Retail	\$101.34	\$202.68
80	83173	Pipe Corrugated 48"X20' CMP 16GA	\$81.07	Retail	\$81.07	\$6,485.60
3	95332	Pipe Band 48" CMP	\$202.67	Retail	\$202.67	\$608.01
40	136002	Pipe Corrugated 60"X20' CMP 16GA	\$117.34	Retail	\$117.34	\$4,693.60
1	133027	Pipe Band 60" CMP	\$293.34	Retail	\$293.34	\$293.34
80	145634	Pipe Corrugated 72"x20' CMP 16GA	\$138.80	Retail	\$138.80	\$11,104.00
2	77566	Pipe Band 72" CMP	\$352.00	Retail	\$352.00	\$704.00
100	146766	Pipe Corrugated 15"X20' Arched	\$30.13	Retail	\$30.13	\$3,013.00
3	80952	Pipe Band Arched 15" CMP	\$75.31	Retail	\$75.31	\$225.93
80	146767	Pipe Corrugated 18"X20' 16G Arched	\$37.65	Retail	\$37.65	\$3,012.00
2	102693	Pipe Band Arched 18" CMP	\$94.11	Retail	\$94.11	\$188.22
40	137250	Pipe Corrugated 24"X20' CMP Arched	\$47.69	Retail	\$47.69	\$1,907.60
1	102694	Pipe Band Arched 24" CMP	\$56.10	Retail	\$56.10	\$56.10
40	134147	Pipe Corrugated 72"x20' CMP Arched 12 GA	\$275.08	Retail	\$275.08	\$11,003.20
		This will be 16 gage				
1	124023	Pipe Band Arched 72" CMP	\$690.20	Retail	\$690.20	\$690.20
1	137995	Freight - Shipping Charges 2022	\$8,974.00	Retail	\$8,974.00	\$8,974.00
		FOB to Pendleton Store				

FOB to Pendleton Store FOB to Pendleton store

Quote valid through date listed.

Quote

CUSTOMER IS RESPONSIBLE FOR FUEL, FLATS, DAMAGES, CLEANUP FEES AND MUST CALL EOR&S TO STOP RENTAL TIME AND HAVE EQUIPMENT PICKED UP (WHEN EQUIPMENT IS DELIVERED).

CLEANUP FEE(S) AND/OR FUEL FEE(S) WILL APPLY IF EQUIPMENT IS NOT RETURNED CLEAN AND/OR FUELED (\$8.00/Gal).

OPERATOR/CUSTOMER IS RESPONSIBLE FOR DAILY MAINTENANCE OF EQUIPMENT.

A 50% CANCELLATION FEE WILL BE APPLIED IF RENTAL EQUIPMENT IS CANCELLED WITHIN 72 HOUR (PARTY ITEMS NOT INCLUDED).

A 50% NON-REFUNDABLE DEPOSIT WILL BE REQUIRED ON ALL PARTY RENTAL ITEMS AT THE TIME OF THE RESERVATION.

CUSTOMER AGREES TO TERMS + CONDITIONS SET FORTH ON REVERSE SIDE.

Sales:	\$61,946.02
Subtotal:	\$61,946.02
HERT:	\$65.88
TE ACTIVITY TAX (CAT):	\$269.17
Total:	\$62,281.07
Paid:	\$0.00
Amount Due:	\$62,281.07

Signature:

Umatilla County Road Dept