

**CLEARWATER CONSTRUCTION & MANAGEMENT, LLC**

5711 W Garden Springs Rd  
 Spokane, WA 99224  
 Phone: (509) 363-0414 Fax: (509) 363-0415

TO:  
 Central Pre-Mix Concrete Co.  
 5111 E Broadway  
 Spokane Valley, WA 99212

Date: 3/5/15 Purchase Order: 1540-01

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

Costcode \_\_\_\_\_ Job No: 1540

Ship to:  
 Clearwater Construction & Management, LLC  
 Shadle Bluff CSO 6  
 3701 N I st. & NW blvd  
 Spokane, WA 99205

[Trbaker@oldcastlematerials.com](mailto:Trbaker@oldcastlematerials.com)

Order taken by: Trevor Baker Phone 509-534-6221 Fax 509-536-3051

Ship Via

FOB POINT PPD COLL  
 Jobsite

TERMS  
 NET 30

MULTIPLE SHIPMENTS  
 RENTAL  
 UNIT PRICES

- PLEASE SEND ONE ORIGINAL INVOICE TO OUR OFFICE.
- ORDER IS TO BE ENTERED IN ACCORDANCE WITH PRICES, DELIVERY AND SPECIFICATIONS SHOWN HEREIN.
- NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP AS SPECIFIED.

QTY. ORDERED	UNIT	DESCRIPTION / STOCK#	UNIT PRICE	TOTAL
TBD	CY	4000 PSI W/C ratio W/o Air- tank footings misc concrete	\$ 94.00	
TBD	CY	4000 PSI 3/8 agg. .44 w/c ratio - overlay slabs	\$ 101.00	
TBD	CY	5000 PSI 3/4 agg. For beams, slabs, foundation, walls	\$ 103.00	
TBD	CY	WSDOT cdf	\$ 73.00	
TBD	CY	Commercial Concrete class 3000	\$ 94.00	
	CY	Environmental Charge	\$ 2.00	
	CY	Shrinkage admixture	\$ 7.00	
	CY	3/8 mix manhole adjustment	\$ 73.00	
	CY	Super plasticizer	\$ 4.00	
		Note: This PO is to Lock in Pricing for the Project Duration only		
<b>TOTAL</b>				

Order subject to attached terms , conditions & Engineers approval

SEE PAGE 2 FOR ADDITIONAL TERMS

  
 Approved  
 Clearwater Constr. & Management, LLC

FOR OFFICE USE ONLY

DATE	INV. NUMBER	DESCRIPTION	AMOUNT	BALANCE

Master Purchase orders

printed 3/5/2015

## CONDITIONS OF PURCHASE ORDER FOR MATERIALS, SERVICES AND EQUIPMENT

SUBMITTAL REQUEST DATE	DELIVERY REQUIRED DATE	PROJECT NAME	PROJECT LOCATION	PROJECT ENGINEER
03/06/15	3/16/15	CSO 6 control facility	Shadle Bluff CSO 6	City of Spokane &

- 1) This order is subject to requirements and conditions of the Engineer's Plans and Specifications (Construction Contract Documents) for this particular project including, but not limited to the following:
  - A) Factory Start-Up, Supervision, Inspection, and Testing in sufficient quantity as required;
  - B) O&M Manuals to be provided in advance of request for final payment and as required by the Documents;
  - C) Sufficient copies of accurate Submittal Data and Shop Drawings shall be provided in a timely manner;  
5 copies; Electronic Preferred
  - D) Timely delivery of Complete Order; and
  - E) Complete Factory Warranty per Construction Contract Documents.
  - F) Engineer's Acceptance and Approval.
  
- 2) It is CWC's intention to purchase a complete unit, system, or group of materials, or a logical segment thereof per your quotation, and CWC infers from your quotation that your proposal is complete unless items are specifically excluded.
  
- 3) It is expressly understood and agreed that venue for settlement of any disputes which may arise as a result of this order will be Spokane, Washington.
  
- 4) Unless otherwise stated to the contrary in the contract documents, Materials and workmanship shall be in full compliance with the highest nationally recognized Industry Standards and Guidelines.
  
- 5) It is expressly implied and understood that you, **Central Pre-Mix Concrete Co.** and your authorized representative(s), are qualified experts in the field of design, manufacture, selection, installation, and (or) assembly and operation of the materials, equipment, and services covered by this order.
  
- 6) Supplier will indemnify Clearwater Construction, and its owner(s) against any and all patent and (or) royalty claims which may result from this order.
  
- 7) It is understood that the General Delivery Schedule will occur as follows:
  - A) **Submittals - 3/16/15**
  - B) **Approx. Material delivery - 4/1/15 to end of project**
  - C)
  - D)

  
 AUTHORIZED  
 CLEARWATER CONSTRUCTION & MANAGEMENT, LLC

**Purchase Order No.**  
 1540-01



*Not Posted* ✓

## Central Pre-Mix Concrete Co.

### Material Quotation and Contract



PO Box 3366, Spokane WA 99220 - Phone: (509) 534-6221 - Fax: (509) 536-3051

Customer: All Bidders	Today's Date: 2/20/2015
Address:	
Attn: Estimators	Quote Expiration Date: 4/1/2015
Phone:	Sales Representative: Trevor Baker
Fax:	Sales Rep Phone: 509-370-9066
Email:	Sales Rep Email: trbaker@oldcastlematerials.com

**Project: Shadle Bluff CSO 6 Control Facility Phase 1**  
 Project Address: Northwest Blvd Spokane, WA

Product Notes	Price	Unit of Measure
4000 PSI .44 W/C Ratio W/o Air For tank footings and all concrete not otherwise specified in General Structural Notes.	\$94.00	CY
4000 PSI 3/8 Agg .44 W/C Ratio W/o Air for Overlay Slabs	\$101.00	CY
5000 PSI 3/4 Agg .40 W/C Ratio W/o Air for Elevated Beams and Deck Slabs, Tank Foundation Slabs on Grade, and Tank Walls and Overflow Regulator Commercial Class 3000 Concrete	\$103.00 <i>+7.00 = 110.00</i>	CY ✓
WSDOT CDF	\$73.00	CY
3/8 Mix for Manhole Adjustment	\$73.00	CY
Shrinkage Admixture PCY Price Added To Concrete Mix price where applicable to meeting spec 6-02.3(103) 1.4	\$7.00 ✓	CY
Super Plasticizer PCY For slumps over 4"	\$4.00	CY
Polypropylene Fibers Meeting ASTM C1116 Type III @ 1.5 LBS PCY	\$7.50	EA
5/8 Top course located at Perry or Hayford	\$7.50	TON
1 1/4 Base Course located at Perry or Hayford	\$7.50	TON
Pipe Bedding Material located at Perry, Hayford, or Sullivan	\$6.00	TON
2 1/2 Drain Rock located at Sullivan and Crestline. Add \$3.00 @ Crestline	\$15.00	TON
***Disposal Of Clean Inert Material See Special Notes Below*** Charged By Cubic Yard	\$4.00	EA
Dump Truck Rental. Hourly Rate. Truck and Pup or Solo. Please add \$5.00 Per hour for Prevailing Wage work	\$123.00	EA

Environmental Fee charge of \$2.00 per CY  
 Minimum Delivery Charge of \$125.00 for Loads under 5 Cu yds

Fuel surcharge per load of \$0-\$20.00 Per load (Currently \$0) Fuel Surcharge follows Market Rate

SPECIAL NOTES:	Disposal of Clean inert material will be taken at Crestline and Hayford. Material will be charged at \$4.00 PCY without a complete concrete and agg purchase and \$2.00 PCY With a complete concrete and agg purchase
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*- crestline 25 min April*  
*- 40 min Sullivan*



**Central Pre-Mix Concrete Co.**  
**Material Quotation and Contract**



PO Box 3366, Spokane WA 99220 - Phone: (509) 534-6221 - Fax: (509) 536-3051

**Standard Terms and Conditions:**

**Customer Acknowledgment/Quote Expiration:** By scheduling or accepting delivery of any of the Products described herein, Customer agrees to and accepts this Quotation & Contract ("Quote") and all terms and conditions herein. This quote is submitted as a single package. Any additional or different terms proposed by Customer are hereby rejected and if any term or condition in Customer's acceptance of this Quote is in conflict with or not identical to the terms of this Quote then the terms and conditions of this Quote shall prevail. Quote pricing will expire thirty (30) days from the date hereof unless unconditionally accepted by Customer.

**Placing Orders;** Customer shall be responsible to schedule deliveries by placing orders for quoted items at least five (5) working days prior to the desired delivery date, provided however, that Seller shall have no obligation to schedule delivery until receipt of a signed Quotation & Contract. Standard working hours are Monday through Friday, 6:00 am to 5:00 pm, subject to weather, unless otherwise indicated on this Quotation. Material picked up or delivered prior to or after these hours, as well as on Saturday, Sunday or Holidays, may be subject to an additional charge.

**Time.** If Seller agrees to deliver the goods, Seller shall make reasonable efforts to deliver the goods by the specified delivery date and shall provide notice to Customer of any expected delays in delivery. Seller is not responsible for failure to supply materials due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

**Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Customer shall be FOB Seller's plant sourcing the products. If FOB Destination, the Customer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Customer orders delivery beyond curb line, Customer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.

**Stand By Time:** Customer is subject to additional charge for stand by time if time on job exceeds 10 min per yard.

**Fuel Surcharge:** The Fuel Surcharge is based upon the U.S. West Coast Region Diesel pricing as posted at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

**Risk of Loss:** Risk of Loss of Products transported by Customer hereunder shall be Customer's F.O.B. Seller's plant. Risk of Loss of Products transported by Seller hereunder shall be Seller's F.O.B. Customer's Delivery Location when delivery is complete (i.e. discharge of Seller's product from Seller's equipment at the direction of Customer or Customer's agent).

**Credit Contingency/Payment Terms/Past Due Accounts.** All sales are contingent on Seller's approval of Customer's credit application. PAYMENT IS DUE on the tenth (10th) day of the calendar month following the date on Seller's invoice. Late payment shall accrue a finance charge of one and one-half percent (1.5%) per month. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Customer's failure to make all payments due in a timely manner.

**Taxes:** Customer is responsible for all payment of all federal, state and local taxes, assessments, fees, permits, duties and charges levied by reason of this Contract are excluded from and are in addition to the prices quoted.

**Limited Warranty; Disclaimer of other Warranties.** Seller does not warrant or guarantee finished work. With respect to ready-mix concrete Products, Seller warrants only that Seller's Products will meet A.S.T.M. Standards and Seller disclaims any other warranty. SELLER HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. The seller is not responsible for the slump, strength, and quality of any concrete to which water or other material is added by the Customer or at the Customer's direction after the load has been dispatched.

**Limitation of Liability:** Seller's liability under this Quotation & Contract is EXPRESSLY LIMITED to the quoted price of Seller's Products. In no event shall Seller be liable for liquidated damages, incidental or consequential damages, increased wages, business interruption, lost profits or other claimed or actual damages caused by or resulting from Customer's use of Seller's products.

**Access.** Customer shall defend, indemnify and hold Seller harmless from claims and damages to roadways, private drives, sub-grade, utility pipelines or cables, telephone lines, buildings, sidewalks, and their collective appurtenances, and/or other property related to the Delivery Location.

**Delays.** Seller shall not be responsible for failure to make delivery when prevented by strikes, lockouts or other labor troubles, accidents, or necessary repairs to machinery, fires, flood, adverse weather conditions, or by reason of any other contingencies beyond the Seller's reasonable control. Seller will not be responsible for allocations or priorities that may be imposed by its suppliers.

**Truck Clean-Out and Wash-Down.** Customer shall provide and designate at the Delivery Location, an area in compliance with all applicable regulations for all ready-mix trucks to clean out wash down. Customer hereby assumes liability for, and agrees to defend, indemnify and hold Seller harmless from, any damage or trespass resulting from Seller's cleaning out and washing down its trucks as provided herein.

**Claims by Customer.** Claims by Customer shall be deemed waived unless made in writing within ten (10) days from the time of delivery. Seller shall be given full access and opportunity to investigate any claims made hereunder.

**Disputes. MANDATORY BINDING ARBITRATION:** ALL CLAIMS AND CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, INCLUDING CLAIMS INVOLVING ANY SURETIES, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE OF SELLER'S SOURCE PLANT FOR THE ORDER. THE AMERICAN ARBITRATION ASSOCIATION SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES.

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

Sales Rep: \_\_\_\_\_

Trevor Baker

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