

**Robertson Mfg.**  
INCORPORATED

P.O. Box 3  
Hyde Park, UT 84318

TO: Annette  
from: Todd King  
399-8683 fax

Re: Box Culvert

# Proposal

Date	Proposal #
12/5/2011	3746

Name / Address or Project
WEBER COUNTY

Terms	Rep
Net 30	SAM

Qty	Description	Rate	Total
56	8'X4' BOX CULVERT PER LINEAL FOOT	325.00	18,200.00T
4	FREIGHT TO JOB	350.00	1,400.00
16	1" MASTIC JOINT SEAL	8.50	136.00T
	SUB-TOTAL		19,736.00
56	8'X4' BOX CULVERT PER LINEAL FOOT (EPOXY COATED REBAR)	395.00	22,120.00T
4	FREIGHT TO JOB	350.00	1,400.00
16	1" MASTIC JOINT SEAL	8.50	136.00T
	SUB-TOTAL		23,656.00
<p>NOTE: BOX CULVERT TO MEET ASTM C-1577 WITH AND HS-20 LOAD RATING. WINGWALLS ARE NOT INCLUDED IN PRICING. JOINT WRAP NOT INCLUDED BUT CAN BE BID IF DESIRED. BOX IS BID WITH NO SKEW WITH 7' LAY LENGTH. HEAVIEST PIECE IS APPROXIMATELY 21000 LBS. CONTRACTOR WILL BE RESPONSIBLE TO UNLOAD SECTIONS FROM SEMI-TRUCK AND PLACE. APPROXIMATE DELIVERY DATE IS 1ST WEEK OF JANUARY.</p> <p>TERMS Every effort has been made to assure the accuracy of take-offs as a service to you, the potential Customer. However, it is the RESPONSIBILITY OF THE CUSTOMER to verify the accuracy of take-off quantities, item descriptions, and extensions amounts of the proposal, applicable to a given plan. It is also the customer's responsibility to verify the accuracy of Engineering or City Specifications. Any changes needed or errors found to the above quantities, items descriptions, or resulting extensions will result in a price adjustment.</p> <p>The Customer agrees to furnish unload equipment and personnel to unload the structures from semi-truck trailers at suitable un-load locations. If unloading exceeds one hour, a \$90 per hour charge may be incurred by the customer billable in 15 minute increments.</p> <p>Restocking fees of 15% for Customer returns or 25% plus shipping for pickup of materials, will apply for the return of undamaged standard structures. A Late Charges of 18% annual interest rate will be accessed on past due invoices.</p> <p>THE CUSTOMER HAS READ AND UNDERSTANDS THE TERMS OF SALE OF THIS PROPOSAL. AUTHORIZED SIGNATURE NEEDED ***</p>			0.00T

**Subtotal** \$43,392.00

**Sales Tax (6.55%)** \$2,658.78

**Total** \$46,050.78

E-mail	Phone #	Fax #
info@robertsonprecast.com	435-563-1000	435-563-5257



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INCORPORATED

P.O. Box 3  
Hyde Park, UT 84318

# Proposal

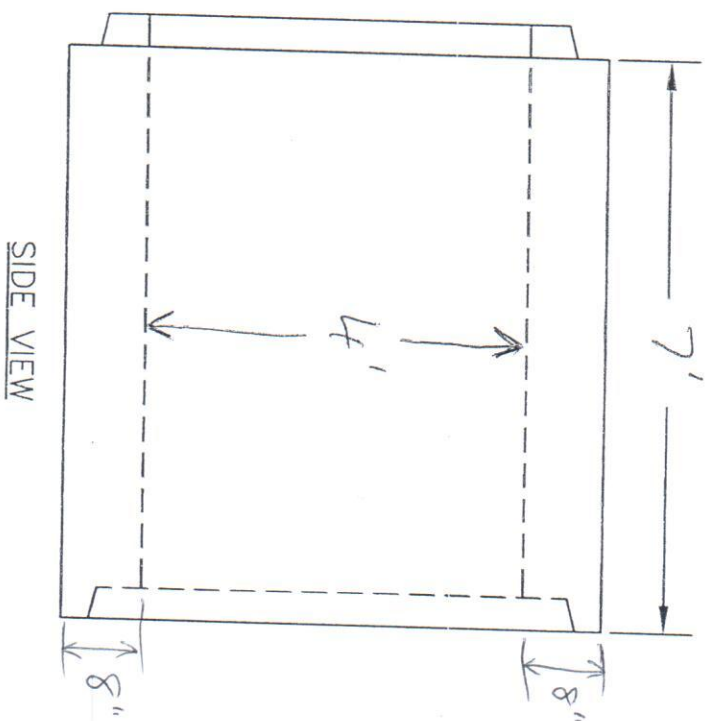
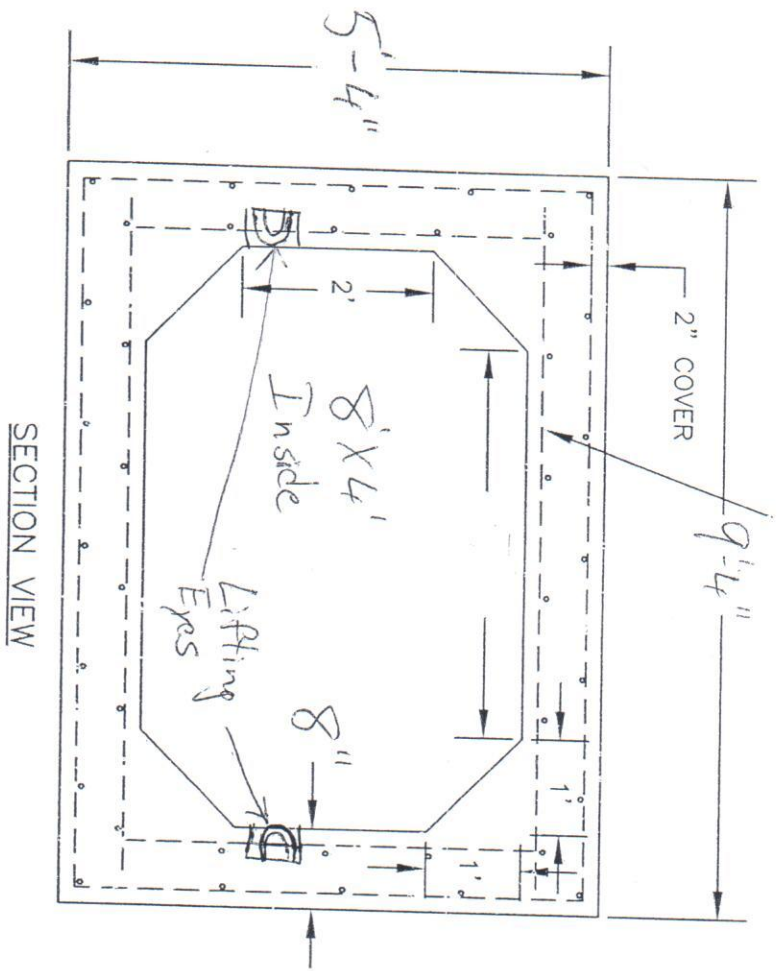
Date	Proposal #
12/8/2011	3755

Name / Address or Project
WEBER COUNTY

Terms	Rep
Net 30	TK

Qty	Description	Rate	Total
	*** REVISION		
	BLACK REBAR OPTION		
56	8'X4' BOX CULVERT PER LINEAL FOOT, 8" BASE, WALLS, AND LID, 8- PCS TOTAL	325.00	18,200.00T
16	1" MASTIC JOINT SEAL	8.50	136.00T
16	2 LIFTERS PER PCS ON INSIDE WALLS	15.00	240.00T
4	FREIGHT TO JOB	400.00	1,600.00
	SUB-TOTAL		20,176.00
<p>NOTE: BOX CULVERT TO MEET ASTM C-1577 WITH AND HS-20 LOAD RATING. WINGWALLS ARE NOT INCLUDED IN PRICING. JOINT WRAP NOT INCLUDED BUT CAN BE BID IF DESIRED. BOX IS BID WITH NO SKEW WITH 7' LAY LENGTH. HEAVIEST PIECE IS APPROXIMATELY 21000 LBS. CONTRACTOR WILL BE RESPONSIBLE TO UNLOAD SECTIONS FROM SEMI-TRUCK AND PLACE. APPROXIMATE DELIVERY DATE IS THE 2ND OR 3RD WEEK OF JANUARY.</p>			
<p>TERMS Every effort has been made to assure the accuracy of take-offs as a service to you, the potential Customer. However, it is the RESPONSIBILITY OF THE CUSTOMER to verify the accuracy of take-off quantities, item descriptions, and extensions amounts of the proposal, applicable to a given plan. It is also the customer's responsibility to verify the accuracy of Engineering or City Specifications. Any changes needed or errors found to the above quantities, items descriptions, or resulting extensions will result in a price adjustment.</p> <p>The Customer agrees to furnish unload equipment and personnel to unload the structures from semi-truck trailers at suitable un-load locations. If unloading exceeds one hour, a \$90 per hour charge may be incurred by the customer billable in 15 minute increments.</p> <p>Restocking fees of 15% for Customer returns or 25% plus shipping for pickup of materials, will apply for the return of undamaged standard structures. A Late Charges of 18% annual interest rate will be accessed on past due invoices.</p> <p>THE CUSTOMER HAS READ AND UNDERSTANDS THE TERMS OF SALE OF THIS PROPOSAL. AUTHORIZED SIGNATURE NEEDED ***</p>			0.00T

THANK YOU FOR CONSIDERING ROBERTSON MANUFACTURING FOR THIS PROJECT.			<b>Subtotal</b>	\$20,176.00
E-mail	Phone #	Fax #	<b>Sales Tax (6.55%)</b>	\$1,216.73
info@robertsonprecast.com	435-563-1000	435-563-5257	<b>Total</b>	\$21,392.73



8' X 4' Box Cover

# FAX COVER SHEET



## **GENEVA PIPE**

Concrete products, concrete reliability

**Date:** 12/6/11

**Please Deliver to:** Annette

**Company:** Weber County

**Fax Number:** 801-399-8683

**Comments:** Box Culvert Prices.

**From:** Kirk Remund

**Number of Pages** (including cover sheet): 3

Geneva Pipe Salt Lake City Plant  
3355 W. 900 S.

Salt Lake City, Utah 84104

Direct Phone: (801) 505-6284

Direct Fax: (801) 505-6285

Cell: (801) 618-8572

kremund@genevapipe.com



# GENEVA PIPE

Geneva Pipe Company  
 1465 West 400 North  
 Orem, UT 84057  
 Phone: (801) 225-2416  
 Fax: (801) 225-2467

**Quote Number: 12563**

Quote Date: 12/6/2011

**Customer Copy**

<b>Bill to:</b>	WEBER COUNTY 2380 WASHINGTON BLVD. SUITE 320 OGDEN, UT 84401	<b>Project:</b>	WEBER COUNTY BOX CULVERT OGDEN, UT
<b>Contact:</b>	CURTIS CHRISTENSON	<b>Project Manager:</b>	ANNETTE
<b>Phone :</b>	(801) 399-8856	<b>Fax:</b>	(801) 399-8683
<b>Customer ID:</b>	WEB375	<b>PO:</b>	
<b>Terms:</b>	NET 30 Days	<b>ShipVia:</b>	Unassigned
		<b>Bid Date:</b>	1/5/2012
		<b>Sales Rep:</b>	RANDY TRUJILLO

Qty	Item	Description	Unit Price	TX	Extension
<b>Structure:</b> <input type="checkbox"/> <b>8x3 BOX CULVERT Station:</b>					
56	BC	8X3 BOX CULVERT PER C-1577 W BLACK REINFORCING STEEL	\$386.00	<input checked="" type="checkbox"/>	\$21,616.00
					\$21,616.00
<hr/>					
<b>Structure:</b> <input type="checkbox"/> <b>8x4 BOX CULVERT Station:</b>					
56	BC	8X4 BOX CULVERT PER C-1577 W GALV REINFORCING STEEL	\$418.00	<input checked="" type="checkbox"/>	\$23,408.00
					\$23,408.00
<hr/>					
<b>Structure:</b> <input type="checkbox"/> <b>NOTES Station:</b>					
1	SN	ALLOW 4-6 WEEKS FOR DELIVERY. If ordered soon and going w 8x4 there is a chance to run this box with the existing order sooner than 4-6 weeks.	\$0.00	<input checked="" type="checkbox"/>	\$0.00
1	SN	There is another job pending that could tie up the machine for 2-3 months if Geneva is awarded. Call for detail about schedule	\$0.00	<input checked="" type="checkbox"/>	\$0.00
					\$0.00



# GENEVA PIPE

Geneva Pipe Company  
1465 West 400 North  
Orem, UT 84057  
Phone: (801) 225-2416  
Fax: (801) 225-2467

**Quote Number: 12563**

Quote Date: 12/6/2011

**Customer Copy**

Total Weight 0

Taxable	\$0.00
Non-Taxable	\$45,024.00
<b>Sub Total</b>	<b>\$45,024.00</b>
Tax	\$0.00
<b>Total</b>	<b>\$45,024.00</b>

Prices quoted are firm for thirty days from bid date.

All prices are quoted F.O.B. Jobsite. Material will be delivered only to locations that can be readily accessed by a loaded truck and trailer under its own power. Customer is to furnish men and equipment to unload materials, unless seller notes otherwise. Should the truck remain on the jobsite for more than one hour the customer will be liable for an \$80 charge billed in ten minute increments.

Items and quantities shown have been established by seller review of plans and specifications. All items and quantities are shown for buyers convenience only and the seller shall not be liable for any take-off errors or extension errors. If the seller has been given an incorrect number of units, it is agreed that the buyer shall pay the per unit price for the number of units actually delivered.

Buyer has read and understands the Geneva Pipe Terms of Sales.

Thank you for considering Geneva Pipe for your needs on this project.

Sincerely,

**AFTER JOB IS AWARDED, A JOB INFORMATION SHEET IS REQUIRED BEFORE SHIPPING OF ANY PRODUCT**

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P. O. BOX 12730  
OGDEN, UT 84412-2730  
(801)624-7015  
FAX:(801)392-7849

## FACSIMILE TRANSMITTAL

**TO:** Weber County Purchasing

**ATTN:** Annette

**FROM:** JUSTIN CLAWSON

**NOTES:** PLEASE REVIEW - CALL W/ ANY QUESTIONS.

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Thanks,

**DATE:** 12/6/2011 **TOTAL PAGES:** 2

IF THERE HAS BEEN A PROBLEM WITH THIS TRANSMISSION  
PLEASE CALL US AT THE ABOVE NUMBER. THANK YOU.



# Contract & Proposal

Quote No. ....: S116792-1

801 W 12th St  
Ogden, UT 84404

Telephone : 801-399-1171  
Fax .....: 801-392-7849

www.oldcastleprecast.com

**Quote To** .....: Quote Customer (All Bidders) **Ship To** .....: Weber County Box Culvert  
801 W 12TH ST w/call @ 12th st  
OGDEN, UT 84404 5407 Ogden, UT 84404

**Reference :**

**Contact:**

**Phone:**

Order No	Date	Customer No	Terms	Cash discount	F.O.B.	Quote valid for:
S116792	12/6/2011	002001	Net 30 Days		FOB Job Site	30 days

Qty	Unit	Item	Description	Mark	Unit price	Amount
56.00	FT	1164800	RCB 8'X3' C1433 <2' Cover		354.00	19,824.00
35.00	Roll	7004200	1-1/2" Concrete Sealant		9.48	331.80
1.00	Ea	0000001				
56.00	FT	1164900	RCB 8'X4' C1433 <2' Cover		375.00	21,000.00
35.00	Roll	7004200	1-1/2" Concrete Sealant		9.48	331.80

**QUOTATION TOTAL US 41,487.60**

IMPORTANT: This proposal is based on standard terms and conditions. Items and quantities shown are the basis for the quotation, and we are not responsible for any discrepancies between this list and actual items or quantities.

\_\_\_\_\_  
(Accepted by)

Sales Person: Justin Clawson Telephone: 801-399-1171

\_\_\_\_\_  
(Position)

By: \_\_\_\_\_

\_\_\_\_\_  
(Date)



The following Standard Terms and Conditions of Sale are an integral part of every OLDCASTLE PRECAST, INC. (hereinafter "SELLER") product offering, catalog, proposal or quote. The Standard Terms and Conditions of Sale shall apply to all sales by SELLER unless alternate terms are enumerated in writing and specifically acknowledged as superseding SELLER's Standard Terms and Conditions of Sale and approved by both SELLER and the PURCHASER in writing.

OLDCASTLE PRECAST, INC., STANDARD TERMS AND CONDITIONS OF SALE

1. This proposal is subject to the terms and conditions stated herein, and upon acceptance of this proposal, the entirety of these terms and conditions shall become part of the Purchase Order CONTRACT between SELLER and the PURCHASER. PURCHASER certifies that it has examined, and is fully familiar with all terms and conditions of this CONTRACT, and that PURCHASER enters into this CONTRACT with full knowledge of said terms and conditions. The CONTRACT also expressly incorporates by this reference the Credit Application, if any, executed by PURCHASER and SELLER associated with SELLER's grant of credit to PURCHASER.
2. [Material Delivery.] Unless otherwise noted, prices include delivery F.O.B. Job Site, trucks with maximum legal loads. F.O.B. Job Site means truck delivery as close to the job or accessible storage area as practical, with the truck operating under its own power. PURCHASER agrees to provide suitable access for SELLER's delivery trucks (without pushing or towing of the truck), traffic control and labor (at least two (2) men) to assist in the off-loading of the materials. PURCHASER further agrees that the installation location will be properly prepared and ready to receive the materials at the time specified. Standby time in excess of one (1) hour from the time of arrival of SELLER's trucks at the designated point will be charged to the account of the PURCHASER.
3. [Risk of Loss.] When materials are specified to be sold F.O.B. Plant, delivery of said materials shall be accomplished at SELLER's plant, and PURCHASER shall bear all risks of loss, damage, injury or liability associated with transportation and placement of said materials. When materials are specified to be sold F.O.B. Job Site, delivery of said materials shall be accomplished at the job site, and PURCHASER bears all risk of loss or damage to said materials once delivery is accomplished by SELLER.
4. [Payment Terms.] Unless otherwise specified and subject to PURCHASER's credit approval, payment for materials furnished or installed under this CONTRACT is due thirty (30) days after their receipt by PURCHASER, without any retention. If PURCHASER fails to make payment within thirty (30) days, interest will accrue on the unpaid balance at 1.5% per month (or maximum allowed by the state laws of the SELLER's place of business), compounded monthly.
5. [Security Interest.] In the event that PURCHASER fails to make timely payment for the materials specified hereunder, SELLER reserves a security interest in all materials sold hereunder. In the event that PURCHASER breaches this CONTRACT, SELLER reserves the right to take repossession and title to said materials.
6. [Submittal Approval.] Unless otherwise stated, the materials sold under this CONTRACT are pre-engineered products which are manufactured in accordance with standard catalog data, and were not intended for unusual or specific application. In the event that PURCHASER requires specially engineered materials, production of said materials shall be accomplished in accordance with approved shop drawings signed by PURCHASER or his agent. SELLER has no obligation to procure materials or fabricate products for SELLER until shop drawing is approved in writing.
7. [Warranties.] All work shall be guaranteed by SELLER for a period of one (1) year after installation unless otherwise expressly specified in writing against defective workmanship or materials. Unless otherwise indicated, SELLER PROVIDES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SUITABILITY OR MERCHANTABILITY of said materials, other than as imposed by law, and expressed by this CONTRACT. No agent, employee or representative of SELLER has authority to bind SELLER to any affirmation, representation or warranty concerning the materials sold under this CONTRACT, unless and until said affirmation, representation or warranty is expressed in writing. No statement of fact, promise, representation, affirmation or other indication has been made with respect to the performance of said goods, other than that which appears on this CONTRACT. The description of the goods contained within this CONTRACT is the sole basis for this CONTRACT, and no statement or representation, other than those embodied herein, have been made or relied upon. UNLESS EXPRESSLY MADE HEREIN, NO EXPRESS OR IMPLIED AFFIRMATION, REPRESENTATION OR WARRANTY HAS BEEN MADE THAT SAID MATERIALS COMPLY WITH ANY CODE OR ANY PROJECT SPECIFICATION.
8. [Notice regarding Defective Materials.] Should the materials delivered hereunder not conform with the requirements of this CONTRACT, or be otherwise defective, PURCHASER shall provide written notice to SELLER within forty-eight (48) hours of PURCHASER's initial knowledge of said defect. If PURCHASER fails to provide said written notice within this period, PURCHASER agrees to waive and relinquish all claims for replacement and repair of said defective materials. In the event that said materials fail to comply with the requirements of this CONTRACT, and PURCHASER provides timely written notice, SELLER will repair or replace the defective materials with conforming goods within a reasonable period of time. In the event that SELLER fails to adequately repair or replace said materials, PURCHASER's sole and exclusive remedy shall be the replacement or repair costs of said defective materials, but not any delays, disruption or other impact damages.
9. [Safety.] PURCHASER agrees to provide a safe delivery site and comply with all Federal, state and local safety requirements. PURCHASER further agrees to hold SELLER harmless and to defend any and all actions, claims, suits or proceedings that may subject SELLER to liability due to PURCHASER's failures to properly handle the product or provide a safe delivery site.
10. [PURCHASER's Bankruptcy.] Should PURCHASER become bankrupt or insolvent during the period covered by this CONTRACT, SELLER may immediately terminate this CONTRACT by written notice to PURCHASER. This termination shall not prejudice SELLER's rights to the amounts then due under this CONTRACT.
11. [Merger Clause.] This document constitutes the entire CONTRACT between SELLER and PURCHASER with respect to the product, and it exclusively determines the rights and obligations of these parties thereunder, notwithstanding any prior course of dealings, custom or usage of trade, or course of performance.
12. [Choice of Law.] This CONTRACT and all the rights and obligations of the parties thereunder, shall be governed by the laws of the state where the SELLER's place of business is, at which this CONTRACT was first prepared, and the Uniform Commercial Code. The exclusive and sole venue for resolution of any disputes which arise under this CONTRACT shall be within a court of competent jurisdiction within the county and state of SELLER's place of business, from which this CONTRACT was first prepared, or at the option of SELLER, the county in which the materials are used or incorporated into a work of improvement.
13. [No Damages for Delay.] PURCHASER agrees that, in further consideration of the compensation set forth herein, SELLER will not be liable, absent any actual fraud or intentional tortious conduct, for any damages or costs incurred by PURCHASER due to delays in the approval, delivery and/or installation of said materials.
14. [Qualified Acceptance.] This proposal must be accepted on its exact terms. If additional or different terms are proposed by PURCHASER, its response shall constitute a counter-offer and no CONTRACT shall come into existence without SELLER's written assent to the counter-offer terms.
15. [Written Modification.] SELLER and PURCHASER agree that this CONTRACT may only be modified or altered by an instrument in writing signed by both parties.
16. [Severability Clause.] If any clause of this CONTRACT is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the CONTRACT terms shall remain in full force and effect, and shall not be affected.
17. [Compliance With Law.] PURCHASER agrees to comply with all Federal, state and local laws, codes, regulations and ordinances in effect where the work is to be performed; and to pay all fees, licenses and taxes, including sales and use taxes and inspection costs unless otherwise specified in writing.
18. [Collection Fees.] Should SELLER be required to initiate any legal action or proceeding to enforce payment under this CONTRACT, or to recover damages for the breach thereof, PURCHASER agrees to pay court costs and reasonable collection fees, including but not limited to attorneys fees, incurred by SELLER.
19. [Indemnity] PURCHASER agrees to defend, indemnify and hold SELLER harmless from any and all claims, losses, damages, liabilities, or costs, including attorneys' fees and court costs, whether real or alleged, with legal counsel acceptable to SELLER, related to or arising out of the sale of products and/or services by SELLER to PURCHASER without regard to PURCHASER's negligence or fault. Said duty to defend, indemnify and hold SELLER harmless shall only exclude claims, losses, damages, liabilities, or costs, arising from SELLER's sole negligent or willful misconduct.