

City of Fort Collins

Administrative Services  
Purchasing Division

Firm Name: AMCOR PRECAST

Date: July 24, 2007  
Ref #: 30605 4" Manhole Rings & Covers

THIS IS A PRICE QUOTATION -- NOT AN ORDER

Please supply pricing and delivery information, all items to be quoted FOB Fort Collins, Colorado, as requested below; and respond via FAX BY end-of-business Friday July 27, 2007 to:

Ed Bonnette, C.P.M., CPPB  
(970) 221-6707

Any questions regarding this inquiry should be directed to Ed Bonnette, Buyer, C.P.M., CPPB (970) 416-2247.

QUANTITY:

15 each

DESCRIPTION:

Manhole Rings & Covers, City of Fort Collins #0708-2750, 24" diameter x min. ring depth of 4". Heavy duty cast iron construction with drive-over lid of 160 lbs min. weight.

\$ 146<sup>00</sup> Ea.      \$ 2175 Total

Mfr. D&L Supply Mfr. # A1161 (color), A-1071-21 (center)

Delivery : VIA FLAT BED - FACTORY DIRECT

Items being bid meet the above specifications without exception.  
Yes  No . If not, please list exceptions, specifying paragraph reference number, on a separate sheet and attach to your bid.

**SUPPLEMENTAL INSTRUCTIONS**

Prices quoted must remain firm for a 30 day period after the opening date.

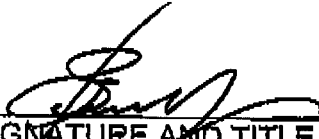
Freight terms: F.O.B. destination freight prepaid. All freight charges must be included in pricing submitted on proposal and not entered as separate pricing.

Any discount allowed by Vendor for prompt payment, etc. must be reflected in quoted figure, and not entered as separate pricing.

The City reserves the right to accept or reject any and all quotes.

Any questions or inquiries regarding this bid should be directed to:

Ed Bonnette, C.P.M., CPPB, Buyer (970) 416-2247

 Senior Estimator  
SIGNATURE AND TITLE

Brian Glover Senior Estimator  
TYPED OR PRINTED NAME AND TITLE

brian.glover@ddcastleprecast.com  
EMAIL

Amcor Precast 303.791.1100  
COMPANY NAME (AREA CODE) TELEPHONE & FAX NUMBER

8392 RIVERVIEW PLUM LITTLETON, CO 80125  
ADDRESS: STREET, CITY, STATE, ZIP DATE

**PLEASE GO TO [www.fcgov.com/purchasing](http://www.fcgov.com/purchasing) TO REGISTER IN OUR E-PROCUREMENT SYSTEM FOR FUTURE BID OPPORTUNITIES! BE SURE TO SELECT ALL APPROPRIATE COMMODITY CODES!**



# Contract & Proposal

Quote No. ....: S078014-1

8392 Riverview Parkway  
Littleton, CO 80125

Telephone : 303-791-1100  
Fax .....: 303-791-1120

Quotation To : City of Ft. Collins/L&P  
A/P Kathy Tormaschy  
P.O. Box 580  
Fort Collins, CO 80522

Job/Location .....: 30605 4" Manhole Ring & Covers  
Fort Collins, CO 80522

**Reference :**

**Contact:**

**Phone:**

Order No	Date	Customer No.	Terms	F.O.B.	Quote is Valid for:
S078014	7/26/2007	000271	Net 30 Days	FOB Job Site	30 days

Qty	Unit	Item	Description	Mark	Unit price	Amount
15.00	Ea	7101000@CMF	Casting 24" Cover D&L A-1161		72.50	1,087.50
15.00	Ea	7101600@CMF	Casting 24" Ring 4"H D&L A-1071-R1		72.50	1,087.50
1.00	Ea	9900100@CMF	Quoted FOB City of Fort Collins via flat bed trailer, direct shipment from factory.			
1.00	Ea	9000860@CMF	Bid Clarifications 1) Truck time over 1 hour on jobsite will be invoiced at \$150.00 per hour. 2) Delivery schedule to be determined after receipt of properly approved shop drawings. 3) Restocking Charge = 25% of the selling price for products returned by customer, 35% of selling price for products returned by our trucks. No credit will be given for product with holes cast (or cored) in, special heights, damaged, painted, or with conseal left on the joints. 4) Prices are quoted in full truck load quantities, short loads will be invoiced with an add'l drop off fee. 5) Amcor will accept no backcharges			



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S078014	7/26/2007	000271	Net 30 Days	FOB Job Site	30 days

without first being given the opportunity to correct the problem with our own personnel or without Amcor giving our written permission allowing Contractor to make repairs.

6) Fuel surcharges will be passed on at time of delivery.

7) Quote excludes all applicable taxes.

8) Amcor Precast does not accept retainage or pay-on-pay clauses.

9) All sales subject to "Amcor Precast Terms & Condit

**QUOTATION TOTAL US 2,175.00**

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.

Sales Person: Ryan Walker

(Accepted by)

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

(Position)

(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

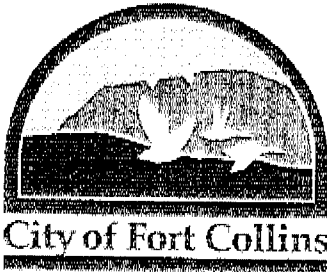
1. This proposal is subject to the terms and conditions stated herein, and upon acceptance of this proposal, the entirety of these terms and conditions shall become part of the Purchase Order CONTRACT between SELLER and the PURCHASER. PURCHASER certifies that it has examined, and is fully familiar with 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.

TRANSMISSION VERIFICATION REPORT

TIME : 07/24/2007 09:19  
NAME : CITY FTC PURCHASING  
FAX : 9702216707  
TEL : 9702216775  
SER.# : 000J6J341864

DATE, TIME 07/24 09:18  
FAX NO./NAME 913037911120  
DURATION 00:00:18  
PAGE(S) 02  
RESULT OK  
MODE STANDARD  
ECM

*SMCA*



**Administrative Services**  
**Purchasing Divison**

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\$ \_\_\_\_\_ Ea.                      \$ \_\_\_\_\_ Total

Mfr. \_\_\_\_\_ Mfr. # \_\_\_\_\_

Delivery :