



**Northwest Rock, Inc.**  
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 Aberdeen WA 98520  
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 jason@nwrock.com

Date: June 22, 2023

# QUOTE

Customer: City of Cosmopolis  
 Jeff Nations

Project Name: Municipal Building  
 Demolition

Delivery  
 Address:

Salesperson	Customer's Job #	Payment Method	Quote #	Prevailing Wage
Jason Messmer		On Account	JM6/22/2023	<input checked="" type="checkbox"/>

Bid Proposal				
		Northwest Rock, Inc. is proposing to demolish the Cosmopolis Municipal Building as discussed with Jeff Nations. This is to include demolition, loading and disposal at a Licensed Landfill.		
		Lump Sum \$ 30,000		
		*Price does not include any tax*		
		*Price does not include any permits*		
		*Price does not include any disposal of hazardous materials or asbestos*		
		*Price does not include any backfill material*		
		*Price does not include capping of any services*		

Sales tax not included.

Fuel Surcharge: If diesel fuel exceeds \$4.00 per gallon, a fuel surcharge will be added.

Prevailing Wage Surcharge: Will be applied to all invoices where delivery of goods purchased to jobsite requires payment of prevailing wage.

Prices quoted for sale during regular business hours, Monday thru Friday, 7:00 a.m. to 3:00 p.m., unless otherwise specified. Additional charges may apply to sales and delivery outside of these hours.

Any sampling and testing, must be coordinated with Northwest Rock, Inc. All point of acceptance is the material source.

To accept this quotation, sign and return: \_\_\_\_\_

**DELIVERY CONTINGENT ON AVAILABILITY AT TIME OF DELIVERY.**

BUYER'S ACCEPTANCE OF PRODUCT AND DELIVERY FROM NORTHWEST ROCK, INC. SHALL CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS ATTACHED.

## Terms and Conditions

- 1. Agreement.** This Agreement outlines guidelines for the sale of goods and services listed above. Seller is not bound by the above unless document is signed by Buyer. This Quotation is subject to acceptance within thirty (30) days of receipt and may be withdrawn at any time, without notice, by the Seller. All notice or requests, shall be in writing by US mail, fax or e-mail.
- 2. Risk of Loss.** Buyer assumes all risk of loss for Product, upon receipt of materials. Seller's failure to deliver product by reason of the following events shall not constitute a breach of any terms: war, strike, riot, crime, fire, floods, freeze, accidents, act of God, scarcity of fuel, inability to obtain materials or labor, other causes reasonably beyond the cause of the defaulting Party.
- 3. Pricing.** All prices for goods and services are valid for 30 days from the date of Quote, unless otherwise noted. Prior history is not a guarantee of future pricing. All pricing must be negotiated in writing. Additional surcharges may apply as follows:  
PREVAILING WAGE SURCHARGE – If goods and services purchased are for a public works project that requires the payment of a prevailing wage. An additional surcharge will apply.  
FUEL SURCHARGE – ADD Three Percent (3%) per \$.25 increments over \$4.00 per Gallon of Fuel. Surcharge will be changed weekly based on new rate posted each Monday at <https://www.eia.gov/petroleum/gasdiesel/>  
(Example Fuel \$4.00-\$4.25 per Gallon add 3%)  
CREDIT CARD FEE – All credit card payments will be assessed a 3% banking fee on all charges.  
FINANCE CHARGE – All past due invoices on account will be assessed a finance charge at the rate of 1.5% per month.
- 4. Payment.** Payment is due to Seller on the date services and/or goods are received. Invoices charged on Account are due the 10<sup>th</sup> day of the following month. A Finance charge at the rate of 1.5% per month will be assessed on any past due balances. We accept Visa, Mastercard and Discover for your convenience. A 3% bank fee will be added to all payments made via credit and/or debit card.
- 5. Delivery.** Buyer must inform Seller of delivery location at time of request for quotation. Quote will be based on delivery location given. Modification to original delivery location may affect the delivery price. All adjustments to delivery prices will be based on Northwest Rock, Inc.'s current posted delivery price schedule. Any exceptions to the original quotation, must be in writing on a revised quote and fully executed. Buyer will have no more than 10 minutes, upon arrival of truck at Delivery address, to unload Product. Any additional time required will be charged at a rate of \$125 per hour, in 30 min intervals. Buyer shall notify Seller of any defects or nonconformance of Product within three (3) business of delivery of product. Buyer assumes all risk of loss upon delivery of product. Any disputes, must be made in writing within 15 days of sale.
- 6. Termination.** This Agreement may only be modified or terminated by Jason Messmer. If Agreement is terminated, Buyer shall pay termination charges based on actual costs incurred by Seller, unless otherwise agreed in writing.
- 7. Limited Warranty.** All material is sold "As is". Seller warrants that product conforms to Seller's specifications as of the date of delivery. NO OTHER WARRANTY IS EXPRESSED OR IMPLIED.
- 8. Limitation of Liability.** Buyer waives all rights to damages, including delay damages. Seller's maximum liability to Buyer shall be limited to and shall not exceed the amount of funds previously paid to Seller concerning the product in dispute. Any lawsuits filed by Buyer against Seller shall be no later than 6 months after receipt of disputed product or be forever barred. Any dispute between parties shall be governed by the State of Washington; venue shall be in Grays Harbor County, Washington. Prevailing party shall be entitled to award of reasonable attorney fees and costs.
- 9. Import Materials.** All Incoming materials, must be 100% free of contaminates, hazardous wastes or substances, petroleum or its by products and any deleterious materials. Failure to adhere to these guidelines, may result in additional cost by Northwest Rock, Inc., billable directly to customer. Customer shall defend, indemnify and hold harmless Northwest Rock, Inc. for any claims, damage or losses of any kind, including attorney's fee and costs, caused by customer's failure to adhere to these guidelines.
- 10. Confidential Information.** All information provided in the quotation process, both written and verbal, is for your information only and prepared for your use only. Conveyance of this information to any other party, is prohibited, without written consent by Northwest Rock, Inc.