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To place an order please call Customer Service at

970-243-5994



www.telluridegravel.com

Customer Quotation & Contract

Date	3/30/2022	Quote Valid Thru Date	12/31/2022
Project	Routt County Asphalt 2022	Project Address	136 6th St Steamboat Springs, CO 80487
Customer	Julie Kennedy	Quote Number	Q811292-7
Company	Routt County Road & Bridge Dep	Customer Number	7245
Phone	(970)-870-5316	Customer PO Number	
Fax		Project Tax Exempt	Yes
E-Mail	jkennedy@co.routt.co.us		Terms: Net 30 Days From Invoice Date

Quoted By: Penny Nichols **Phone:** **Email:** Penny.Nichols@unitedco.com

Product Code	Description	Quantity	Unit	Unit Price	Extended/Amount
221414	STATE SPEC (SX 75 20% RAP 64-22)	2,500	TON	\$87.00	\$217,500.00

	Fuel Surcharge Per Ton			\$1.52
	Environmental Fee Per Ton			\$0.15

Special Notes:

- . UNIT PRICE IS GOOD FOR 2022 AND IS PROJECT SPECIFIC. THE ENVIRONMENTAL FEE IS \$0.15/TON AND THE FUEL SURCHARGE UNLESS PROJECT SPECIFIC FLUCTUATES, PLEASE CALL FOR CURRENT PRICE PER TON IN ADDITION TO UNIT PRICE.
- . UNIT PRICE IS FOB THE HAYDEN HOT PLANT.
- . MIX SHALL BE IN SPEC WHEN IT LEAVES THE HOT PLANT AND AFTER THAT IS THE RESPONSIBILITY OF THE CUSTOMER
- .

Note:

- As of January 1st, 2023, please anticipate, at a minimum, an additional 10% increase on materials and environmental fees per ton per calendar year moving forward.
- This is a three-page quote with the terms & conditions and is job specific.
- Price quoted is FOB the specified Pit location. If the delivery option is accepted the site must be accessible for the type of truck delivering the material.
- United Companies will need a 60-day notice on any specialty or non-general sales type material and a firm quantity for production purposes. Any material produced for the project will be billed to the customer.
- Each per ton price quoted is subject to the fuel surcharge.
- Customer will need to establish an account with United Companies.
- Prices do not include any applicable taxes. Tax exempt Certificates or Re-Sale Licenses must be presented prior to material pick up or taxes will be applied.
- All import is subject to United Companies inspection and acceptance. No trash, building materials or contaminated material will be accepted. Any clean up or removal costs will be the responsibility of the customer. Pieces must be no larger than 2ft x 2ft x 8in. No steel without prior approval. Quantity of import must not exceed the quantity of purchased material without prior approval. Import fees may apply.*
- Material is quoted to be in spec when it is loaded into customer's trucks. Quality of material beyond this point is the responsibility of the customer. No additional testing is included and will be charged extra.
- If the pricing, terms and conditions are accepted, please sign in the space provided and return the original hereof to United Companies.
- Prices are good for 30 days. Please retain a copy for your files.

STANDARD TERMS AND CONDITIONS – MATERIAL SALES

Applicability. The accompanying quotation/confirmation of sale/invoice and these terms (collectively, the “*Order*”) comprise the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. These terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms.

Payment. Payment terms are net 30 days from date of purchase or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys’ fees, arising out of Buyer’s failure to make all payments due under this Order in a timely manner.

Taxes. Buyer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.

Suspension; Termination. In addition to any other remedies available to Seller, Seller may suspend or terminate this Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Order (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

Shipment; Delivery Conditions. Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller’s plant sourcing the Order. If FOB Destination, the Buyer 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 Buyer orders delivery beyond curb line, Buyer 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.

Title and Risk of Loss. Title and risk of loss passes to Buyer at the time the materials are loaded into Buyer’s, or Buyer’s agents’, vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller’s delivery, upon delivery of the Materials at Buyer’s location.

Warranty. Seller warrants that the goods herein will conform to the specifications provided to Seller prior to manufacture or shipment of the materials. Seller’s obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller’s materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Order.

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 Buyer of any expected delays in delivery. Seller is not responsible for failure to supply material 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.

9. Modification. No amendment or modification of this Order shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Order.

10. No Waiver. The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller’s privilege of exercising such right to any subsequent time or times.

11. Damages. Seller’s liability for any and all damages related to this Order shall be limited to replacement of materials sold hereunder. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS ORDER.**

12. Indemnity. To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; (ii) any act or omission by or on behalf of Buyer, its employees, and agents; or (iii) the negligent or alleged wrongful installation of Seller's materials.

13. Loading Responsibilities. Buyer releases Seller from any liability for any damage to Buyer's vehicle during the loading process. Prior to loading, Buyer shall first verify the weight capacity of Buyer's vehicle and shall ensure that any loaded vehicle leaving or entering Seller's property is in full compliance with all applicable laws, including without limitation weight laws. Buyer is solely responsible for securing the load on any vehicles loaded for Buyer's benefit and shall securely fasten a tarp to all loose loads or take any other necessary action to prevent product from escaping the vehicle.

14. Applicable Law. This Order, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state of Seller's plant sourcing the Order.

15. Miscellaneous. (A) Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer's specifications at Seller's facility prior to directing shipment. (B) Unless otherwise stated in this Agreement or the quote provided herewith, prices quoted shall be good for a period of thirty days. (C) Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller's costs. (D) All funds paid to Buyer from a third party, for the materials or any portion of the materials sold to Buyer hereunder shall be deemed in trust for the payment of all materials, and such funds shall not become the property of Buyer nor may any portion of such funds be used by Buyer for any purpose, until full payment is made for all materials sold by Seller to Buyer hereunder. (E) For a copy of Safety Data Sheets or product label information, please contact Seller at the phone number or address set forth on the attached page for alternate delivery method or visit Seller's website. Buyer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Buyer's possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data sheets or label information, or any other literature or packaging relating to the materials.

16. MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, 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 ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS ORDER, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.

Date _____

Date _____

Accepted by: (signature) _____

Sales Rep (Signature) _____

For Customer (Official Customer Name) _____

Sales Rep Name Penny Nichols

Name of Customer's representative _____

Title of Customer's representative: _____

