

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF KITTITAS  
STATE OF WASHINGTON

RESOLUTION NO. 2016 - 092

**AUTHORIZE PROCUREMENT OF THE BOX CULVERT FOR THE LODGE CREEK  
CROSSING ALONG VIA KACHESS ROAD**

WHEREAS: The culvert at Lodge Creek along Via Kachess Road has failed and is eroding the roadway;

WHEREAS: Via Kachess Road is the only access for a local fire station and serves approximately 40 single family homes;

WHEREAS: Resolution number 2016-059 declared a local emergency supporting suspension of normal bidding and procurement requirements to allow expedited replacement of the culvert;

WHEREAS: Public Works staff desires the procurement of the replacement box culvert for accommodation of future installation timelines;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, in the best interest of the public, does hereby direct staff to authorize the purchase of the box culvert with an estimated value of \$121,000.00.

BE IT FURTHER RESOLVED that the County Road Engineer is authorized to sign the purchase order and submit same to Granite Precast.

DATED this 19th day of July, 2016, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON

  
Obie O'Brien, Chairman

Attest:

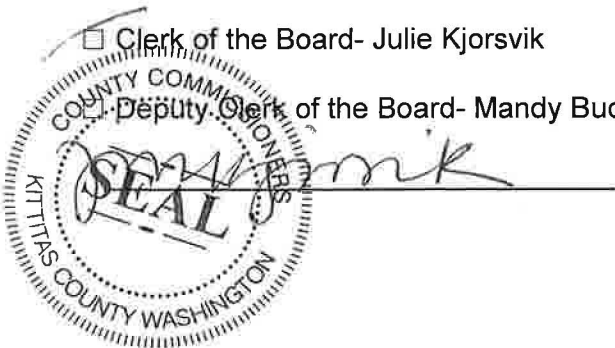
☐ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy Buchholz

**ABSENT**

Paul Jewell, Vice-Chairman

  
Laura Osiadacz, Commissioner





Granite Precasting & Concrete  
4116 Bakerview Spur  
Bellingham, WA 98226  
Phone: (360) 671-2251  
Fax: (360) 671-0780

**Quote Number: 10242**

Quote Date: 7/1/2016

Bill to:	QUOTE 1 ESTIMATOR	Project:	LODGE CREEK CULVERT-KITTITAS COUNTY KACHESS LAKE ROAD & VIA KACHESS ROAD EASTON, WA		
Contact:	ESTIMATOR	Project Manager:			
Phone :		Fax:	Phone :	Fax:	
Customer ID:	QUOTE 1	PO:	ShipVia:	GPC	
Terms:	NET 30		Sales Rep:	Doug Salisbury	
			Bid Date:		

Qty	Item	Description	Unit Price	TX	Extension
Structure: <input type="checkbox"/> CULVERT					
1	CUS	19'W X 10'H X 40'L PRECAST CULVERT INCLUDES: 4EA 10'L INVERTED CULVERT SECTIONS, 2EA 2' TALL HEADWALLS AND 4EA 10'L TOP SLABS. APX HEAVIEST PICK:75,000LBS			
2	CUS WING WALL	10' LONG WING WALL ON FOOTING			
1	DEL-DELIVERY	DELIVERY			
					\$121,000.00
Structure: <input type="checkbox"/> NOTE					
1	ZBID NOTE	NOTE: IN ORDER TO MEET AN EARLY SEPT INSTALL SCHEDULE WE WILL NEED APPROVED DRAWINGS IN HAND NO LATER THAN 8/1. PLEASE ALLOW 3 WEEKS FOR ENGINEERED SHOP DRAWINGS.			
					\$0.00



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Total Weight 0

<b>Taxable</b>	<b>\$0.00</b>
<b>Non-Taxable</b>	<b>\$121,000.00</b>
<b>Sub Total</b>	<b>\$121,000.00</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$121,000.00</b>

Prices for structures on the specified project are as indicated in this quote.

Only items specifically called out in this quote are included.

Quantities listed are for estimating purposes and are subject to change upon engineering.

Quote is based on a complete order. Should only a portion of the quote be ordered, price adjustments may be necessary.

All structures, 48"-144" include rubber gaskets for ease of installation.

Polypropylene steps are included as necessary.

Castings are not included in price of structures unless indicated otherwise.

Coatings are not included if not listed separately as included. Any coating not supplied by Granite Precasting & Concrete, Inc. cannot be applied at our facility.

Contractor to unload any items over 12,000 pounds.

Deliveries canceled within 72 hours of scheduled onsite time may result in canceled delivery fees.

Evening or weekend deliveries are charged extra if not included in the quoted price.

Granite will not be held responsible for project delays resulting from long lead items such as metal hatch doors.

Lead time will be determined at time of order.

Granite Precast manufactures concrete in accordance with ASTM C1567 (1 Year ASR testing) with aggregates from state approved pits that adhere to ASTM C33.

Predl Systems of North America manufactures polypropylene and fiberglass liners for storm and sewer applications as specified by State, County, and City applications. Predl Systems is a third party provider and is not associated with Granite Precast except as a third party provider. Predl System liners are specified by Granite Precast customers and are custom and made to order by Predl Systems specific to the plans provided by the customer. Granite Precast has no control over the Predl quality or product lead times, and Granite Precast accepts no responsibility for any delays or costs associated with Predl Systems products. Granite Precast will support our customers by providing an in-house quality control review of all Predl products prior to casting them into our products. Our findings will be provided to both our customers and Predl Systems of North America, but in no way does this inspection reduce or limit Predl System's responsibility to provide quality products to our customers in a timely fashion. Granite Precast will do our best to support our customer throughout the process of ordering, receiving and installing Predl System products, but at no time does Granite Precast assume responsibility for Predl System's manufacturing errors, defects, shipping delays, or related costs associated with Predl Systems ability to perform to the customer's expectations.





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**GENERAL TERMS AND CONDITIONS OF SALE FROM GRANITE PRECASTING AND CONCRETE, INC.**

Any and all bids, estimates and proposals submitted by Granite Precasting and Concrete, Inc. ("Granite") to any and all customers ("Customer") are specifically subject to the following General Terms and Conditions of Estimate from Granite Precasting and Concrete, Inc. ("General Terms").

**1. CONDITIONS OF QUOTE**

All monetary quotes are specifically made and enter upon as being subject to General Terms. To the extent that Customer requests any modifications to the General Terms, Granite reserves the exclusive discretion to accept such request and to modify all monetary quotes based upon any agreed to modifications. Customer shall be responsible to pay all sales tax and any other tax associated with the sale of the goods, whether or not specifically stated in the quote.

Granite specifically relied upon the specifications and information provided by Customer to provide the quote. Granite specifically reserves the right, and Customer expressly agrees to pay, any additional amounts charged by Granite caused by any new or additional information provided by Customer, changes or modifications to the specifications or parameters of the proposed work requested by Customer at any time. Granite further reserves the right to terminate this Agreement at any time, should Customer make any material change to the specifications or scope of work, and refuses to pay all charge imposed by Granite.

The quote provided is valid for 30 days, at which time Granite's offer to perform the work pursuant to the terms and conditions of the quote shall automatically terminate.

**2. ENTIRE AGREEMENT**

These General Terms, any written quote, the terms and conditions of Granite's Credit Application, and any invoice and delivery ticket provided by Granite constitute the entire contractual terms under which Granite will be bound to perform the work for Customer and to sell its goods, and the sole terms and conditions of any agreement between the parties. The terms and conditions are set out in the above documents may only be modified through a written agreement between the parties, which is signed by an authorized representative of Granite.

ANY TERMS AND CONDITIONS IN ANY OTHER DOCUMENT, INCLUDING, BUT NOT LIMITED TO ANY PURCHASE ORDER PROVIDED BY CUSTOMER, ARE HEREBY REJECTED AND SHALL NOT BE ENFORCEABLE AGAINST GRANITE NOR BECOME A TERM OF THE SALE OF PRODUCT FROM GRANITE TO CUSTOMER, UNLESS EXPLICITLY AGREED TO BY GRANITE IN WRITTEN AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GRANITE.

**3. PAYMENT TERMS**

All payments due from Customer shall be those contained in any formal quote from Granite. If no quote is provided, or no terms contained in such quote, then the payment shall be paid in full net 30 days from receipt of an invoice from Granite. Any amount not timely paid under any payment term is interest owed by Customer to Granite at the rate of 12% per year, compounded daily. Should Customer fail to make a timely payment when due, then Granite may in its discretion, accelerate all amounts then due and owing by Customer, which shall become immediately due and owing, and may not terminate any credit that has been granted to Customer, and demand payment C.O.D.

**4. SHIPPING TERMS**

All shipping terms shall be those contained in any formal quote from Granite. If no terms contained in such quote, then the shipping shall be FOB Granite, with Customer to pay for all shipping charges to Customer's destination. Notwithstanding the above, Customer assumes all risk of damage, loss of any goods, injury or liability associated with transportation during transport from Granite's facility and shall pay for any expenses associated with standby time in excess of one (1) hour. Customer shall provide and maintain suitable access, including access roads, to all accessable points or designated storage area. Customer shall have a representative on site at the point of delivery, who shall inspect the goods and execute acceptance of the goods. All goods shall be uncracked using Customer's equipment or equipment secured by Customer, at Customer's and at Customer's responsibility. If Customer fails to have an authorized representative present at the delivery point, Seller shall unload the goods and Customer shall be deemed to have accepted the same at that time. Upon delivery, Customer shall sign delivery tickets acknowledging such delivery. Customer shall examine all goods delivered, make in writing any and all defects and non-conformities as may exist in the goods delivered against Seller arising out of or relating to such defects and/or non-conformities.

**5. SECURITY INTEREST**

Customer hereby grants to Granite a security interest in all goods manufactured by Granite for Customer to the greatest extent allowed by law. Where goods are delivered on credit to Customer, then Granite shall have a purchase money security interest in any such goods as allowed by law. Grant will rights to take all reasonable action to perfect and reperfector its security interest in goods, and Customer shall prepare or execute any documents as reasonably requested by Granite. Any breach by Customer of any term and condition shall entitle Granite to exercise any rights as a secured party but not limited to, the right of self-help and repossession.

**6. WARRANTIES**

Granite warrants for the total period of one (1) year following acceptance of delivery of the goods, only the following as to the goods and products produced for Customer: (i) that such goods will be free from material defects in workmanship; and (ii) that the goods will reasonably conform to the specific drawings provided by Customer.

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, THE PARTIES HEREBY SPECIFICALLY AGREE THAT ALL OTHER EXPRESS AND IMPLIED WARRANTIES ARE HEREBY WAIVED, AND GRANITE HEREBY SPECIFICALLY DOES NOT MAKE ANY OTHER EXPRESS, NOR ANY IMPLIED WARRANTIES, NOR ANY WARRANTIES ARISING BY TRADE USAGE OR COURSE OF DEALING, INCLUDING, BUT NOT LIMITED TO, AN IMPLIED WARRANTY OF MERCHANTABILITY, THAT THE PRODUCTS WILL BE FIT FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES. IN NO EVENT SHALL GRANITE BE LIABLE TO CUSTOMER, EITHER DIRECTLY OR INDIRECTLY, FOR ANY INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST BUSINESS, OR BUSINESS INTERRUPTION. NOTWITHSTANDING THE ABOVE, THE CUSTOMER SHALL VOID THE LIMITED WARRANTY SET OUT ABOVE IF: (1) CUSTOMER FAILS TO MAKE ANY PAYMENT OWED TO GRANITE FOR THE AT ISSUE PRODUCT WHEN DUE; OR (2) CUSTOMER FAILS TO PROVIDE WRITTEN NOTICE OF THE ALLEGED DEFECT WITHIN SEVENTY TWO (72) HOURS OF DISCOVERY OF THE ALLEGED DEFECT TO GRANITE.

**7. CUSTOMER'S LIMITED AND EXCLUSIVE REMEDY**

Customer's sole remedy against Granite for breach of the limited express warranty granted herein, and for any other form of liability, whether arising in fact or contract, is for Customer to provide written notice to Granite within the one (1) year time period of any alleged defect. Such notice shall be a condition of Granite's obligation to replace any part or good. Upon verification of such defect, then Granite will replace any parts or goods in Granite's discretion. This replacement shall be Customer's sole and exclusive remedy against Granite for any claim, demand, damages, or injuries, and Customer hereby waives and releases any other claims, demands, or rights to recover for any injuries and/or damages incurred by Customer that it may have against Granite. Product or goods returned by Customer shall be subject to a requirement that they not be damaged upon return, outside the alleged defect upon which the return is based. Such sole remedy shall be subject to Granite's conclusion that the alleged defect in fact exists, and was caused by Granite. All product and goods for credit will be subject to payment by Customer of freight charges, restocking and disposal fees.

**8. INDEMNIFICATION, HOLD HARMLESS AND DUTY TO DEFEND**

To the fullest extent permitted by law, Granite specifically obligates itself to Customer as follows:

(i) to defend and indemnify Customer against and save them harmless from any and all claims, suits, liability, expense or damages for any actual or alleged infringement of any patent or patented right, arising in connection with this Granite's operations. (ii) to defend, indemnify and save Customer harmless from any and all claims, suits or liability for damages arising from or relating to Granite's acts, goods or services-provided however; that Granite's obligation shall not apply to the active negligence of Customer. Granite's obligation hereunder shall be limited by the provisions of any Workers' Compensation act or similar statute and as between Granite and Customer, Granite expressly waives the protection of such acts or statutes.

To the fullest extent permitted by law, Customer specifically obligates itself to Granite and Granite's surety (if any), jointly and severally, as follows:

(i) to defend and indemnify Granite against and save it harmless from any and all claims, suits, liability, expense or damages for any actual or alleged infringement of any patent or patented right, arising in connection with Customer's work at Granite. (ii) to defend, indemnify and save Granite harmless from any and all claims, suits or liability for damages arising from or relating to Customer's acts or services-provided however; that Customer's obligation shall not apply to the active negligence of Granite. Customer's obligation extends to and shall include acts or omissions of its subcontractors, other suppliers, officers, agents, employees, or servants. Customer's obligation hereunder shall not be limited by the provisions of any Workers' Compensation act or similar statute and as between Customer and Granite only Customer expressly waives the protection of such acts or statutes.

**9. COMPLIANCE WITH LAWS**

Customer warrants and represents that it has obtained all necessary permits and approvals to install and/or use any goods that it is purchasing from Granite, including all necessary approvals of any specifications and drawings associated with the goods. Customer warrants and represents that it will comply with all laws and regulations relating to the installation or use of the goods.

**10. ENGINEERING**

Unless otherwise specifically agreed between the parties, all engineering reviews, certifications and approvals for the goods shall be obtained by Customer at its sole expense. Any acceptance of any shop drawings from Granite shall constitute full review and acceptance of such drawings by Customer assumes no responsibility for adequacy or performance of engineering, design, or specifications furnished by Customer.

**11. CHANGES AND MODIFICATIONS TO GOODS**

Any change to the quantity, type, specifications or other aspects of the goods subject to a quote, or any other alteration that changes the quote, shall only be binding upon Granite if accepted in writing, executed by a representative of Granite. Granite may condition acceptance of such change on the payment of additional money by Customer.

Custom precast products ordered by customer are not subject to cancellation or change. Any custom precast products not taken will be charged to the Customer regardless of delivery.

**12. BREACH AND CANCELLATION OF AGREEMENT**

Should Customer breach any term and condition, then Granite may take any remedial action allowed by law, including, but not limited to, all remedies set out under RCW Chapter 62A.2 as the seller of goods. In addition, Granite may immediately terminate any further work for Customer, and Customer shall be obligated to pay all amounts then due and owing, and pay for any goods produced but not yet delivered, and all lost net profits for the goods not manufactured. Customer may only cancel any order with thirty (30) days notice, and in such case shall remain liable for all amounts then due and owing, and pay for any goods produced but not yet delivered prior to and during the thirty (30) day notice period, and for any actual costs that Granite must incur for the cost of the order.

Granite shall be relieved of all obligations under the agreement, to the extent performance becomes impractical or impossible due to the acts of a third party, by strike, fire, flood, windstorm, accident, other natural disaster, act of God, or other similar type of calamity or event.

**13. DELIVERY DATES**

Customer shall provide reasonable notice of any due dates for the products, all of which are subject to acceptance by Granite. Granite shall not, under any circumstances, be liable for any damages, injuries, lost profits, liquidated damages, or other costs or fees that may be incurred by Customer for delivery of any goods, including, but not limited to, when caused by an act of a third party, act of God or nature.

Quotations are made on the condition that full delivery will be taken within six months from acceptance of order. Any goods delivered after this period will be subject to any increases in pricing if necessary and at Granite's discretion.

**14. ASSIGNMENT**

Customer may not assign any rights or obligations established by this agreement.

**15. COSTS AND ATTORNEY'S FEES**

Granite shall be entitled to recover its attorneys' fees and costs incurred in any effort to collect any amounts due and owing from Customer, including, but not limited arising from any action. In addition, in any action to enforce or interpret the terms and conditions of this agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs.

**16. APPLICABLE LAW AND CHOOSE OF FORUM**

This agreement and any work for Customer shall be governed by and interpreted in accordance with the laws of the state of Washington. Any and all disputes arising from this agreement or the work performed by Granite, including, but not limited to, any claim for recovery of amounts due and owing to Customer, shall be commenced in the Superior Court of the State of Washington, Whatcom County, and Customer specifically consents to the jurisdiction and venue of this court.

**17. RELATIONSHIP OF PARTIES**

Nothing herein shall create or otherwise be construed as creating an agency/principal or partnership relationship between the parties.

**18. TERMS AND CONDITIONS ACCEPTED BY CUSTOMER**

The ordering or acceptance of any product by Customer from Granite shall constitute acceptance of all the terms and conditions set forth herein, whether or not Customer executes below. Acceptance of these terms and conditions is additional consideration to Granite. Application of these General Terms shall be specific and valuable consideration and condition of the price quoted by Granite to Customer, and Granite would not sell the product to Customer if these General Terms did not apply to the transaction.

**19. INSTALLATION**

Customer shall be exclusively responsible for any installation of the product, and shall have no obligations to assist or define how the product should be installed, connected or otherwise used.

**20. RETAINAGE AND BOND AND PREVAILING WAGES**

Its amount due and owing by Customer to Granite shall be subject to any retainage, nor shall Granite be obligated to post any bond for the work. Unless specifically contained in quote all work to be performed by Granite shall not be at prevailing wage rates. It shall be Customer's responsibility to ensure that prevailing wages are required for the work, and shall reimburse Granite for any obligations to pay prevailing wages that may be imposed on Granite.

**21. SEVERABILITY**

Should any term be found to be unenforceable, then all other terms shall remain enforceable and applicable to the sale of the product.

**22. NO WAIVER OF ANY BREACH**

Granite has the exclusive discretion to refrain from enforcing any term, and its decision to refrain from enforcing any breach by Customer shall not be a waiver of the right to demand compliance of all terms and conditions, or to declare a breach of any other term or condition.

**23. CHANGE OF OWNERSHIP**

Customer shall provide prompt written notice to Granite should there be any material change in the ownership of Customer.

**24. LIEN CLAIMS**

Granite reserves the right to file and enforce lien claims against any applicable real property. Granite hereby provides notice of its intent to seek any and all rights to record and enforce a lien for the payment of all materials for the improvement of real property.

**25. MODIFICATIONS AND ALTERATIONS TO PRODUCT**

Customer, its subcontractors, agents and employees shall not make any alterations of any product, including but not limited to drilling of any holes or otherwise make any changes to the product, without the written consent of Granite. Any unauthorized modifications or alterations shall result in the loss of Granite's limited warranty under Section 6.

**26. SUBCONTRACTOR WORK**

Granite reserves the right to have some or all of the proposed work, including construction of any form, performed by a third party contractor, subject to use of approved specifications and drawings.