SHERIDAN SCHOOL DISTRICT 48J SHERIDAN, OREGON 97378

TO:

Administrators

RE:

Comments:

Purchasing Quotes

This form is to be used when obtaining quotes for equipment, materials and/or supplies. Quotes are to be obtained on any item total more than \$5,000. A copy of this quote sheet and original quotes are to be sent to the District Office. You may have one of your staff members obtain the quotes, i.e., the athletic director, librarian, head custodian, and/or head cook. Your signature and business office signature on this quote sheet indicates compliance with the procedure. A minimum of three quotes are required per ORS 279B.070 Intermediate procurement. If unable to obtain three quotes, please note under comments. Turn in form and original quotes to Business Manager.

Date: 3.13.12

	Staff Member		Business Office			
	<u>VENDOR</u>	ITEM DESCRIPTION	QUOTE PERSON GIVING	QUOTE	PHONE NUMBER	DATE
No permits	\	6				
Mischeduli	Jims	Plumbin	dui	21,670.00	503 843-7210	3.11.12
School	ledet	Phumbin	John Cornd	26,950.00	503 363-2622	3.9.12
15 to	Judson's	PI. C.	Rich Bekermer	31/112 20	503 363-4141	3.13.12
20 year	el			U - 1 012.00	003 003 1141	3.13.12

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2012
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10 HOME PHONE 843-2433 PAXWORK PHONE S7/237 1486 WORK PHONE JOB C	COMPLETION DATE
☐ CHECK # ☐ CASH ☐ OTHER 3-0	55, PERSONAL RESIDENCE ISQUALIFICATION OF INSCOUNT
AUTHORIZATION TO PROCEED WITH WORK - thereby authorize the beren below described work at the below listed price, it agrees to pay 2% per month for past due accounts information charge \$150. In the event that collection efforts are included against me, is hall pay for all associated fees at the posted rates. By the addition of my signature below tagree that it have read adopted that I have read, understand, and agree to the terms listed herein and on the reverse side including the Notice of Right in the posted that I have read a copy of this contract and that I have read, understand, and agree to the terms listed herein and on the reverse side including the Notice of Right in the posted that I have read, understand, and agree to the terms listed herein and on the reverse side including the Notice of Right in the posted that I have read, understand, and agree to the terms listed herein and on the reverse side.	
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ACCEPTANCE OF WORK PERFORMED. Lacknowledge satisfactory completion of the above described work, and that the premises have been left in satisfactory condition. Linders and that if my check does not creat could be held have for three time the amount of the check in access that 5100 plus the face value of the check. Lagree that the amount set forth in the space marked TOTAL's the total circle that they access to the check to the check in access that the amount of the check in access that the amount of the check in access that they have access the check to the check in access that they have access the check to the check to the check in access that they have access the check to the check	T O

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WOOD PRODUCTS

"Solutions for a streamlined project"

March 9, 2012

Bill Rasar District Maintenance Sheridan School District 48J 435 S Bridge Street Sheridan, OR 97378

Cell: 971-237-1486 Phone: 503-843-2433 Fax: 503-843-3505

E-mail:bill.rasar@sheridan.k12.or.us

RE: LOCKER ROOM WATER PIPE REPLACEMENT - REVISED

We are pleased to offer our services for this project. Included in this package you will find a proposal for the plumbing as described below. We have reviewed the job site and based our proposal on this scope. The following are some additional comments and assumptions.

- 1. Permits are included.
- 2. All systems installed per code.
- 3. Standard wage rates apply (REVISED)
- 4. Work areas will be accessible during normal hours.

PLUMBING:

- 1. Re-pipe hot & cold water and hot return return in men's and women's locker room
- 2. Install new service sink faucet
- 3. Tie into existing shower valves
- 4. Some piping to be run exposed to lavatories and drinking fountains
- 5. Install isolation valves to locker rooms
- 6. Piping to be done in Type L copper.
- 7. Install 1/2" fiberglass insulation on all new pipe
- 8. Haul off and dispose old demolished pipe

TOTAL BID\$26,950.00 (REVISED)

OREGON CCB 3944, 162252, 166248



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EXCLUSIONS

1. Replacement of flushometers or other fixtures. Jet Industries to tie into existing fixtures.

Please do not hesitate to call if we can be of further assistance. We look forward to working with you on this project.

Sincerely, Joh & Grant

John Cozad
General Superintendent
Jet Industries, Inc
Mechanical Division
Oregon CCB #3944
Plumbing Contractor #24-409PB

Please indicate your acceptance of this proposal and the terms and conditions by signing below.

Signature	Date



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TERMS AND CONDITIONS

- Quoted Price: Quoted prices are in effect for 30 days from quote, unless otherwise specified on the face of hereof. If
 total cost of the project varies from the agreed upon schedule, let Industries, Inc./Jet Fire Protection, LLC/Jet Wood
 Products, LLC (hereinafter referred to as "JET") may amend the total quotation to reflect changed costs applicable to
 the project.
- Additional Charges: Reasonable additional charges will be assessed by JET for any extra work performed, including
 any repairs related to loss or damage to any goods before or after installation.
- Standard Terms of Purchase: The standard terms of purchase are to be selected from one of the following as indicated
 on the face of this agreement:
 - Progress payments are due by the 10th of the month following services rendered in the prior month until the balance is paid in full according to terms set forth on face of this agreement.
 - 50% of job cost at signing of contract, and 50% to be paid at completion date of project
 - X 100% of job cost at completion of proposed work
 - ☐ Financing of job cost available upon approval of credit
- 4. <u>Title to Goods</u>: Title to the goods, personal property and merchandise described on the face of this agreement ("goods"), and title to all goods furnished or to be supplied under the order shall remain in JET, until all amounts owing hereunder are paid. The goods shall not by reason of its installation or annexation in or to any real property or improvement thereon be construed as real property or part of an improvement while any consideration remains unpaid, and said described goods shall retain its personal character and not become a fixture and may be repossessed by JET, if not completely paid for under the terms of this agreement.
- 5. Security: As security for the timely performance of all of PURCHASER's obligations under this Agreement, including payment in full of the purchase price indicated on the face of this agreement, JET retains and PURCHASER grants to JET, until the purchase price is paid in full, a security interest in the goods described on the face of this agreement. PURCHASER grants JET authority to file a UCC financing statement or fixture filing perfecting JET's interest in the goods.
- Delinquency Charges: A delinquency charge will be paid by the PURCHASER at the rate of 1 ½% per month or fraction thereof in which any charge or installment is overdue. The minimum delinquency charge on balances under \$17.00 is \$.50.
- 7. Default: The failure of the PURCHASER to pay the purchase price, or any installment when due shall cause the PURCHASER to be in default and shall operate at the option of JET to make the full purchase price immediately due and payable. JET may thereupon repossess all such goods, and remove same from the PURCHASER'S premises. At the request of JET, the purchaser will assemble the goods listed or referenced on the face of this agreement and make them available to JET, at a location designated by JET.
- 8. Effect of Repossession: In the event of JET's repossession of any good, as above set forth, the PURCHASER hereby appoints JET, or any representative thereof, PURCHASER's agent and attorney in fact to sell said personal property at public or private sale at any time or place, without notice, or having such personal property at the place of sale. From the proceeds of any such sale there will be first paid the expense of repossessing, holding, removing, repairing and selling the personal property, including reasonable attorney's fees and legal expenses incurred in connection therewith; the balance thereof shall be applied to the payment of the balance due upon this purchase with the surplus, if any, to be paid to the PURCHASER. PURCHASER agrees to pay any deficiency remaining after said sale (if any), subject to limitations under Oregon law.
- 9. Breach Not a Defense to Payment: Assertion of a breach of this contract is not a defense to payment of any amount due herein.
- 10. Attorney Fees: If any amount due under this contract is placed in the hands of an attorney for collection, PURCHASER promises and agrees to pay JET reasonable attorney's fees and collections costs, even though no suit or action is filed hereon; if a suit or action is filed, the losing party shall pay to the prevailing party the costs above described, and the prevailing party's reasonable attorney and legal assistant fees as may be awarded by the Court, including awards on any appeals therefrom.



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In the event that PURCHASER files for protection under the U.S. Bankruptcy Act during the term of the contract, Purchaser shall pay to JET all of JET's attorney and legal assistant fees and costs incurred to protect JET's interest in the goods during the term of bankruptcy, whether or not JET is the prevailing party.

- 11. Document Ownership: All reports, plans, designs, specifications, field data and notes, and other documents including all documents on electronic media produced by JET remain the property of JET and shall not be used for any purposes other than for the construction of the project by JET, its subcontractors, or agents. PURCHASER may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by any person for extension of the Project or for any other project. PURCHASER agrees, to the fullest extent permitted by law, to indemnify, defend, and hold JET harmless from any claim, cause of action, liability or cost (including reasonable attorney's fees and defense costs at trial, arbitration and on appeal) arising out or allegedly arising out of any unauthorized reuse or modification of the documents by PURCHASER or any person or entity that acquires or obtains the documents from or through PURCHASER without written authorization from JET.
- 12. <u>Standard of Care</u>: The services provided by JET under this Agreement will be performed in a good and workmanlike manner.
- 13. Merger Provision: The sales personnel of the JET are not authorized to make warranties about the goods described in this contract. JET's employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by the PURCHASER, and are not part of the contract for sale. The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this written contract. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.
- 14. Limited Warranty: JET warrants that any goods to be delivered will be of the kind and quality described in the order or contract, and installation of such goods will be free of defects in workmanship for one year after the date of installation. JET is selling the goods on an "as is" basis. The risk of loss regarding any good under this agreement will transfer from JET to PURCHASER on the initial delivery date. If the good proves defective after purchase and delivery, the PURCHASER and not JET assumes the entire cost of all necessary servicing or repair, subject to any warranty offered by the manufacturer of the goods which shall pass through directly from the manufacturer to PURCHASER.

 Should any failure to conform to this warranty appear within one year of the initial date of delivery, JET will, upon

Should any failure to conform to this warranty appear within one year of the initial date of delivery, JET will, upon notification thereof and substantiation that the goods have been stored, maintained and operated in accordance with JET's recommendations and standard industry practice, correct such defects by suitable repair or replacement at its own expense, if the defect is a result of JET's installation of the goods.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. Correction of nonconformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of JET to PURCHASER with respect to the goods, whether based on contract, negligence, strict tort or otherwise.

- Third Party Beneficiaries of Warranty: Any warranty available to PURCHASER under this agreement extends to any natural person who is in the family or household of PURCHASER or who is a guest in PURCHASER's home if it is reasonable to expect that such person may use, consume or be affected by the goods and who is injured in person by breach of the warranty. In no other circumstance does this warranty extend to any person without privity of contract. A subsequent purchaser of the goods shall not have any rights under this agreement not assigned to such person by PURCHASER.
- Limitation of Liability: IET shall not under any circumstances be liable for special or consequential damages such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of PURCHASER. The remedies of PURCHASER set forth herein are exclusive, and the liability of JET with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or use of any goods covered by or furnished under this contract whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the goods and services upon which such liability is based.
- 17. Time for Claim: Any legal claim that may arise under this contract, whether based in contract, negligence, tort, or under any warranty, shall be barred unless it is brought within one year after the initial date of delivery.



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- 18. Fees: PURCHASER shall pay the cost of permit and inspection fees, and other charges not specifically covered by the terms of this agreement. Any such fees paid by JET on behalf of PURCHASER shall be reimbursed, along with other reimbursable expenses, as invoiced.
- 19. PURCHASER Information: PURCHASER shall provide all criteria and full information as to PURCHASER's requirements for the Project, designate a person to act with authority on PURCHASER's behalf with respect to all aspects of the Project, examine JET's submissions and respond promptly to JET, and give prompt written notice to JET whenever PURCHASER observes or otherwise becomes aware of any defect in the work. JET has a right to rely on the accuracy and completeness of information provided by PURCHASER.
- 20. Subrogation: JET and PURCHASER mutually waive all rights against each other for property damage or loss of use of property to the extent covered by insurance and shall have their policies endorsed to varive subrogation rights of their insurer so as to be binding upon each of their respective property, liability, worker's compensation, automobile or equipment insurer respecting any subrogation rights which such insurers may possess by virtue of payment of claim or loss.
- 21. <u>Limitation of Claims</u>: JET' and its insurers shall not be liable for (a) any injury or damage arising from a prior occurrence or progressively deteriorating injury or damage under general liability, (b) condominiums, (c) apartments which are converted to condominiums at any time, (d) single family residential projects, (e) EIFS, (f) subsidence, (g) notice of cancellation requirements which exceed thirty (30) days; and (h) "named insured" requirements.
- 22. Conversion of Apartments to Condominiums: PURCHASER will indemnify, reimburse and hold harmless JET from any bodily injury and property damage losses and expenses, regardless of the nature due to the conversion of apartments to condominiums.



CCB 34604

Date: 3/13/12

TO: Sheridan School District 48J

JOB NAME/ADDRESS: Sheridan High School, Sheridan OR

MAILING ADDRESS: 435 S. Bridge St, Sheridan OR, 97378

DESCRIPTION

Judson's proposes to furnish labor and material to remove existing galvanized hot, cold and return water piping serving the girls and boys shower/locker room area and install new water piping as per the blue prints as they pertain to the plumbing system with the following inclusions and exclusions:

JOB SPECS:

- Use copper type L on water piping.
- Will insulate piping with 1/2" wall fiberglass pipe insulation.
- Old piping will be removed & located in area so the school clubs can recycle
 it
- Will connect to the existing risers for lavatories, toilets, showers and main lines feeding areas outside the scope of work.
- Will re-pipe water supply to drinking fountains exposed along wall surface.
- Quote includes providing & installing a Chicago 897RCF wall mount mop sink faucet in utility room.
- Work to be started during spring break and completed after spring break, during Judson's normal business hours Monday through Friday 8 to 5pm.
- Plumbing permit has been included.
- No SDC, clean water service fees or any other charges included.
- No performance or bid bond.
- No repairs or upsizing of the existing fixtures or piping connections.
- No extras not shown on plans.

PRICE: \$31,642.00 TERMS: Payments due on a percentage-of-completion Billings during progress of job.

Estimated by: Richard Ackerman

Accepted: Date:
Purchaser acknowledges that quotation and acceptance
Are subject to contract terms and conditions per attached sheet.

SALEMPO BOX 12669 • 1390 13th ST. SE • SALEM, OR 97309

Phone: 503-363-4141 · Fax: 503-399-8760

CORVALLIS

939 NW CIRCLE BLVD . CORVALLIS, OR 97330

Phone: 541-754-1414 . Fax: 541-758-7136