

# PACWEST MACHINERY QUOTATION

**PORTLAND BRANCH**  
13805 N.E. SANDY BLVD. (97230)  
P.O.BOX 20577 (97294) PORTLAND, OR  
PH 1-800-929-5933 FAX (503) 252-1769

**SEATTLE BRANCH**  
8207 S. 216TH KENT, WA 98032-1935  
PH (206) 762-5933 1-800-935-5933  
FAX (206) 763-3117

**SPOKANE BRANCH**  
3515 N. Sullivan RD. SPOKANE Valley, WA  
99216 PH (509) 534-5933 1-800-938-5933  
FAX (509) 534-5286

**EUGENE BRANCH**  
1550 IRVING RD. EUGENE, OR 97402  
PH (541) 302-3762  
FAX (541) 302-3763

<b>To:</b>	<b>City of Yakima</b>	<b>Date:</b>	<b>1/7/2022</b>
<b>Address:</b>	<b>2301 Fruitvale Blvd. Yakima, WA 98902</b>	<b>Proposal No.:</b>	
<b>Attention:</b>	<b>Mr. Kerry Jones</b>	<b>F.O.B. Point:</b>	<b>Yakima, WA</b>
		<b>Acceptance Period:</b>	<b>10 days</b>

In accordance with the terms and conditions stated herein and the following page hereof,  
PacWest Machinery LLC offers to sell, furnish and deliver FOB shipping point, the equipment described.

QUANTITY	DESCRIPTION	AMOUNT
1	<p><b>New ETNYRE 2000 gallon centennial Oil Distributor with all factory standard equipment and with the following options:</b></p> <p>Fiberglass insulation with .04 aluminum jacketing Manhole 20" with internal overflow, Manhole strainer Sample located in rear head Ladder, Walkway to manhole Tank gage Metric and English Thermometer, 2" dial Circulation system 400 GPM pump Heated pump, from truck cooling system Valves/Controls-4-way asphalt valve and suckback valves (w touch pad in box rear) Self flushing system-includes fuel oil tank and line Hose reel for power wash down hose-w spring rewind, with hose and spray gun Spray bar-cab control- 12" bar on/off control with 3353788-nozzels Spraybar extensions-1' w/electric-air on/off <b>(16' total bar length)</b> Extra pair of folding bar joints Bi-fold-2/2/8/2/2 <b>Continue PAGE 3</b></p> <p><b>TERMS : Net 10 days from PacWest Invoice date, machine delivery prior to invoicing.</b></p>	
<b>Total Not Including Tax:</b>		<b>\$231,717.33</b>

**IMPORTANT: ADDITIONAL TERMS ARE LOCATED ON 2nd PAGE OF THIS DOCUMENT, INCLUDING WARRANTY AND DISCLAIMER PROVISIONS, ALL OF WHICH SHALL BE CONSIDERED PART OF THIS QUOTATION.**

**Submitted by:** \_\_\_\_\_ **Estimated delivery date after receipt of order & complete information has been provided.** \_\_\_\_\_

**Accepted by: PacWest Machinery LLC** **Accepted (Company):** \_\_\_\_\_

**By: Craig Patterson** **By:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Warranty Attached **12 months**

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## TERMS AND CONDITIONS

1. Proposals to furnish new products, whether in existence or to manufactured are based on prices, freight rates and other cost factors prevailing at the time of shipment. Prices are subject to increase if increased by the manufacturer before acceptance of order by us. Freight costs, if any, included in proposal are subject to correction if changed by tariff applicable to shipment. Other cost factors, if any, are subject to increase if increased before acceptance of order by us.
2. Delivery estimates are approximate and are based on information from the manufacturer as of the proposal date or the most recent date confirmed. We do not accept liability for delay in manufacture, shipment or delivery.
3. Proposals relating to specific existing products are made subject to prior sale or commitment unless otherwise stated herein.
4. Proposals and sales of used products are "as is" unless otherwise specifically represented and proposed in writing herein. New equipment will be subject to the exact terms set out in the manufacturer's warranty, a copy of which is attached as a part of this proposal.
5. Acceptance of our proposal by the purchaser followed by written acknowledgment by one of our corporate officers constitutes an agreement. The agreement cannot thereafter be modified except in writing signed by one of our corporate officers.
6. An order, once accepted and acknowledged may not be cancelled without our written consent and, if cancelled, purchaser agrees to pay the cancellation charge assessed against us by the manufacturer and our accumulated direct costs.
7. Purchaser accepts responsibility for product purchased *when it is delivered at the FOB point specified in the order* whether to purchaser, carrier, or bailee, whichever occurs first. Purchaser authorizes us to execute on purchaser's behalf shippers or carrier's bill of lading or contract for carriage of product related to shipment.
8. We warrant title to the product sold. The manufacturer of the product sold may extend to the purchaser its standard warranty. The purchaser shall look to us only for title warranty protection and shall look solely to the manufacturer for any other warranty protection. Except for the above, it is expressly understood and agreed that **NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, nor other warranty, express, implied or statutory IS MADE.** It is agreed that the particular qualities and characteristics which are not being warranted by us include each and every operating characteristic and quality of the product, it being understood and agreed that the purchase price is based on the purchaser re-lying solely on the manufacturer's warranty protection. Description of the product being sold is for identification only.
9. Under any all circumstance, our Liability (in any case where we may be liable to purchaser) shall be limited to replacement or repair of defective parts or workmanships and excludes any labor necessary to remove or replace any parts when examination discloses to our satisfaction that product was defective under normal use, maintenance and service within one year or warranty period, whichever occurs first from time of delivery /FOB point.
10. If we shall attempt repairs or replacements in any case where we may be liable, we shall be entitled to continue to attempt to remedy defects for so long a time as in our sole judgment such attempt is justified .If the defect is such that we shall determine that repairs or replacements are not practical, purchaser shall have the right to return the product to us and to have refunded the fair market value of the product as established by us in any commercially reasonable manner. The foregoing shall be the purchaser's sole and exclusive remedy against us whether in contract, tort, or otherwise.
11. **WE SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY AND IN NO EVENT SHALL WE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL OR COMMERCIAL DAMAGES OR ANY OTHER EXCEPT AS STATED HEREIN. OUR LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT SOLD. WHETHER LIABILITY RESULTS FROM BREACH OF WARRANTY CONTRACT, TORT OR ANY OTHER CAUSE WHATSOEVER.**
12. No action against us for breach of this contract or any other obligation of ours herein can be commend after more than one year after the same has accrued, and the one year limitations shall apply without regard to the knowledge or lack of knowledge of any party with respect to breach or damage.
13. Payment of the purchase price is due and payable on the 10<sup>th</sup> day following delivery of the product to the FOB point unless other specific terms are arranged and approved. If a form of deferred payment plan is used, purchaser agrees to execute documents required and to furnish financial statements or information requested. Terms for deferred payments are subject to approval of seller's credit department. Purchaser it is solvent
14. A service and handling fee at the rate of 1 ½ percent per month, 18% per annum, shall be charged on all sums not paid when due.
15. Title to the within described equipment shall remain in us until such time payment has been made in full. You agree that we shall have a security interest in the equipment to secure payment in accordance with the payment terms set forth in the proposal, and that we shall have all rights of a secured party under the Uniform Commercial Code, including the rights to repossess the equipment and to obtain a deficiency judgment, in the event these payment terms are not met . You agree to execute financing statements if we so require.
16. Our proposal or our order is expressly limited to the terms and conditions herein.
17. Seller shall not be liable for the cost of any changes related to inspections, testing and / or modification necessary to conform to specific codes, ordinances, or regulations.
18. The agreement shall be interpreted to the laws of the state in which the branch of the seller is located, and venue of any action arising out of or in connection with this agreement shall be in the county and state where the branch of seller is located.

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QUANTITY	DESCRIPTION	AMOUNT
	<p>Extra nozzels part # 3352204 shipped loose in toolbox            Nozzle range indicator-Mounted in cab            Spray bar-Cab control- Power shift left and wing fold            Power bar latch- control at rear            Hydrostatic drive P.T.O. off transmission            Controls and instrumentation-controlled by BT-1 computer w front and rear display            Tol box- side opening w flush type lock            Heating system- (2) fluts (2) burners w digital temperature readout, thermostatic,            controlled shut down, outfire protuction, travel lockout            Heating system- (2) fluts (2) burners w digital temperature readout, thermostatic,            Heating system, (2) flutes (2) fuel oil burners            Paint- all steel black-Hand spray assembly with 25" rubber hose            Wet storage- with hinged cover &amp; drain plug            Cone type strainer - in fill line            Back - up alarm- Electronic            12'x3" rubber fill hose w 3"/male thread each end            3" camlock fittings- to connect customer load hose to fill line            Beacon light- Mounted at top of tank at front            Lighting system- L.E.D. sealed</p> <p><b>ETNYRE Cenetnnal 2000 gallon distributor Mounted on:</b></p> <p><b>2023 FREIGHTLINER M2 106 truck chassis</b></p> <p>120" C.A. 189" W.B.            33,000 lbs. GVWR - Axles Front 12,000lbs. Rear 21,000lbs.            250hp            50 gallon fuel tank 11R22.5 tires Front 16pr. Rear 14pr            ALLISON 3500RDS automatic            Wheels Maxion 10-hub pilot steel disc</p> <p><b>Total Sale Price F.O.B. Yakima Wa. \$231,717.33</b>  <b>Plus washington stste sales tax @ .08% \$18,537.39</b>  <b>Washington State motor vehicle tax @ 0.3 \$693</b></p>	<p style="text-align: right;"><b>\$231,717.33</b></p>
	<b>Total Not Including Tax:</b>	<b>\$231,717.33</b>