

AGENDA ITEM FOR ADMINISTRATIVE MEETING

() Discussion only
(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Harris Park Bridge

<p>Background: The County issued a request for proposals for the purchase of a prefabricated modular steel vehicular bridge to replace the one near Harris Park that was damaged in the 2020 flooding. Two proposals were received: Contech Engineer Solutions - \$288,840 True North Steel Bridge - \$239,361 The recommendation from the Public Works Department is to award the contract to the lowest proposal.</p>	<p>Requested Action: Award contract for modular bridge to True North Steel Bridge in the amount of \$239,361</p>
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ATTACHMENTS: Proposals

Checkoffs:

- () Dept. Head (copy)
- () Budget (copy)
- () Legal (copy)

To be notified of Meeting:
Tom Fellows

Scheduled for meeting on: November 10, 2021

Action taken:

Quote # QUO-469198-T5B9T1					
Date	10/15/2021	Account Name	Umatilla County	Reply-To	
Quote #	QUO-469198-T5B9T1	Contact Name	Umatilla County	Contech Rep.	Randy Gaskill
		Phone	(541) 278-5424	Address	19060 County Road 66, Greeley, CO, 80631
Project Name	Harris Park Steel Bridge	Fax	(541) 278-5427	Phone	(970) 396-6866
Project #	644269	Email		Fax	
Project City/State	Milton Freewater, OR			Email	Randy.Gaskill@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	<p>Prefabricated modular steel vehicle bridge superstructure with features as described below:</p> <p>Bridge Model: Vehicle Rolled Girder Bridge Length: 82.00 ft. (c-c bearing dimension) Width: 28.00 ft. (clear between rails) Design Code: AASHTO LRFD Bridge Design Specifications, 9th Edition, 2020 (ABDS) Design Vehicle: HL-93 Owner Vehicle: None Deflection: L/500 Number of Pieces: 6 (field bolting by others) Finish: A588 Weathering – SP1 wipe Bridge Decking: 12 x 4 1/4 Steel Bridge Plank x 9 gauge Wearing Surface: Asphalt – By others Railing Type: TL-2 Design Rated (not crash tested) Galvanized 12 Ga. Thrie-beam – girder mounted. Railing Height: 27" Bearings: Contech Designed Bearings are included. Elastomeric Preliminary Superstructure Weight: 149,700 lbs.</p> <p>Shop drawings will be provided, signed and sealed by a Professional Engineer registered in the State of Oregon.</p> <p>*The stated delivery date of February, 1 2022 CAN NOT be met due to material availability. Contech can meet a delivery date of May 1, 2022. Contech will not accept an order requiring an earlier delivery date.</p> <p>Special Considerations:</p> <ul style="list-style-type: none"> - Top of 4 1/4" metal deck to low steel dimension is 40.80" - Bridge will have a lateral splice to the girders/modular units. - Contech has been experiencing scarcity, fluctuating raw material production schedules and delays in procurement of structural steel and bridge decking. Fabrication and delivery lead times stated herein are subject to material availability at the time we receive approval to fabricate. - Both ends are skewed 10 degrees. - Anchor Plates are included. - Load Rating is excluded. - Bridge grade is excluded. 	1.00	1.00	\$272,880.00	EA	\$272,880.00
	<p>Back wall</p> <ul style="list-style-type: none"> - 48' x 3.25' HSS Frame backwall per sheet 2. - HSS frame is painted with one coat of Envirolastic 940 DTM. - The galvanized Backwall sheathing is not painted. 	1.00	1.00	\$15,960.00	EA	\$15,960.00
					Total	\$288,840.00
					(Tax not included) Net Total	\$288,840.00

Quote # QUO-469198-T5B9T1

Standard Notes

1. All orders must be shipped within 30 days of manufacture or a storage charge applies equal to a maximum of 5% per month of the selling price of the stored material.
2. Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$75.00 per hour thereafter will be added.
3. In addition to any other procedures outlined or remedies provided, at the time of order, Contech will request a desired delivery date for the quoted materials from the purchasing customer. After drawing approval and prior to manufacturing Contech may again confirm the requested delivery date with the purchasing customer. If purchasing customer cannot take delivery of finished materials within 30 days of requested date, and after Contech has manufactured the product(s), Contech will invoice for the total amount of the order with payment due within 30 days. Additionally, Contech may also assess fees in the amount of 5% per month of the selling price of the stored materials that are not shipped within 30 days after the requested delivery date for storage and handling.
4. One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.
5. Preliminary Assembled ship weight: Approximately +/- 149,700 lbs. subject to final design. Contech will not be liable for any additional construction or installation costs incurred related to a change from a preliminary bid design weight to a final design, regardless of the reason for the change.
6. Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
7. The estimated lead time for the submittal package is 4-6 weeks from the receipt of a signed purchase document and receipt of the required design and project information. Submittal lead times are subject to adjustment at time of order based upon current Engineering backlog. Approval review process is in addition to stated timeframes. The current estimated manufacturing lead time for this material is "See main body note". Manufacturing and delivery lead times are subject to adjustment at the time Contech is given approval to fabricate based upon production capacity and delivery curfews or other travel restrictions.
8. This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.
9. This quote is based on live off loading ONLY and is the responsibility of others. The loads will be delivered as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment. Oversized loads warrant additional consideration and providing suitable access shall be the responsibility of the contractor/customer. The driver(s) will leave hard surface public roads only at their discretion but is not obligated to do so. If driver agrees to access a site under any other conditions, customer may be subject to additional costs. Due to curfews and other travel time restrictions on over dimensional loads, the customer shall be responsible for additional costs associated with weekend, holiday or Monday delivery requests. Cancellation of scheduled delivery loads requiring permits within 48hrs may result in additional permits and will be the responsibility of the purchaser. Specialized haulers and or equipment are utilized in the shipping of bridge components (ie "trailer rental"), costs incurred by CONTECH due to cancellation and or postponement of the delivery of bridge components will be the responsibility of the purchaser. Staging/Jockeying of trailers can be provided upon request for an additional fee.

Scope Of Work

Big R Modular Rolled Girder

Girder bridge pricing includes the steel bridge manufactured in sections sized at the discretion of Contech to facilitate optimum shipments. Sections may require final assembly at the jobsite by others using fasteners supplied by Contech.

The following work is not a part of this offer and is to be performed by others at no cost to Contech:

1. All construction surveying, including field measurement and verification of abutments and anchor bolt placement.
2. Design of the bridge foundations unless otherwise stated herein.
3. Excavation and construction of the bridge foundations.
4. Supply and installation of anchor bolts.
5. Erection and installation of the bridge structure(s).
6. Touch up painting of any and all surfaces damaged during handling, loading, unloading, rigging, fit up or installation. Touch up paint guidelines are available from Contech.
7. Supply and installation of any expansion joint materials required by the contract.
8. Supply and installation of concrete and reinforcing for bridge deck slab or abutments.
9. Any and all costs associated with special inspection or testing by an independent agency.
10. Bridge approach railing or wing wall rails unless specifically included elsewhere on this proposal.
11. All other associated or appurtenant items not specifically referenced and included elsewhere in this proposal.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

Acceptance	Contech Engineered Solutions LLC.	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HERewith AND VIEWABLE AT www.conteches.com/cos	By	Randy Gaskill

Quote # QUO-469198-T5B9T1			
Company		(O)	(970) 396-6866
By		(F)	
Title		(Cell)	
Date		Title	

Quote # QUO-469198-T5B9T1

Contech - CONDITIONS OF SALE

1. ACCEPTANCE. This quotation is an offer to sell to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN.

2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the products sold under this contract and that they are free of liens and encumbrances. Seller also warrants that the products sold under this contract are substantially free from defects in material and workmanship for a period of one year after the date of delivery. There are no express or implied warranties with respect to products sold hereunder which are misused, abused or used in conjunction with mechanical equipment improperly designed, used or maintained, or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.

3. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY. Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products or services. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.

4. LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.

5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of selling any such labor problem.

6. BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES. In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the products purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Ohio law to any claims its buyer might assert against Seller with respect to products manufactured by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Cincinnati, Ohio or the common pleas court for Butler County, Ohio. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.

7. PASSAGE OF TITLE. Title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither

Buyer nor the consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed Seller reserves the right to select the mode of transportation.

8. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs.

9. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

10. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify conformance with the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

11. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

12. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

13. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

14. TECHNICAL ADVICE. Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.

15. TAXES. No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following:
(1) the contract price for all products which have been completed prior to termination;
(2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice

consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;
(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and
(4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

17. SELLER'S RIGHT OF TERMINATION. In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the directive, effected or impaired termination thereof, Seller shall have the option of canceling this contract in whole or in part.

18. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

19. DELIVERY. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the wanted date shown on the face of the order or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:
(a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or
(b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in-stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues or one year of delivery of the products sold hereunder, if less.

21. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of Ohio. Buyer and Seller specifically agree that any legal action brought relating to this contract shall be brought and tried exclusively in the federal district court in Cincinnati, Ohio, or, in the absence of jurisdiction, the Butler County Court of Common Pleas in Hamilton, Ohio.

REV. 03/15



Quote #B0921788

4401 Main Avenue
Fargo, ND 58103
Phone: (866) 982-9511
Fax: (701) 282-2345

5405 Momont Road
Missoula, MT 59808
Phone: (406) 532-7103
Fax: (406) 542-1941

Project Name: Harris Park Steel Bridge
City, State: Umatilla County, OR

Date: 10/28/2021 *Quotation is valid for 30 days*

TrueNorth Steel Territory Manager: Cory Claussen
Cell: 406-370-2548
Email: cory.claussen@truenorthsteel.com

Estimate Prepared By: Ted Zanto

Pre-engineered Modular Steel Bridge - Skewed

QTY	SIZE	DESCRIPTION	PRICE
1	28 X 83-3	<p>VEHICLE BRIDGE Prefabricated Modular Bridge - Skewed 10-degrees LHF 4 Modules for bolt-together field installation Design Load HL-93 28 Feet Travel Way - inside of guardrail to inside of guardrail 83-3 Feet Travel Length - appx. end to end of girder (82' C/L bearing)</p> <p>TO INCLUDE:</p> <ul style="list-style-type: none"> • Structural Support Beams – A588 weathering steel, mill-rolled W-Beam Superstructure to have vertical camber of appx. 1 inch over required dead load camber • Bearing Plates, and Leveling Pads for up to an Elevation Rise of 1.5% • Rail – Galvanized Thrie-beam designed to TL-2 • Bridge Deck Surface – 9ga Galvanized, 12"x4-1/4" roll or press break formed panels Configured to accept gravel and/or asphalt wearing surface (by others) • Hardware - Weathering steel splice bolts (if required) and bearing assemblies (excludes anchor bolts) • Design drawings stamped by an OR Professional Engineer <p>Note: Based on material availability and current steel mill rolling schedules, TNS will require a formal bridge order by November 1st, in order to meet the required delivery date of February 1st, 2022, as referenced in the project RFP.</p>	\$239,361

* Price does not include embedded anchor bolts for pre-cast or poured in place concrete.

* TrueNorth Steel will design the anchor bolts for sheer and tension of the bolt only for lateral and uplift forces. Embedment and foundation checks by the foundation engineer of record. Any request for TNS to perform checks will be at the cost of the contractor.

* Hardware bolts and fasteners may include foreign/import content. It is TrueNorth Steel's intent to maximize domestic sourcing of raw materials and hardware when available.



1 Set 48'

TRUENORTH STEEL BACKWALLS

Included in Bridge

A500 Grade B steel square tube frame with sloped ends
Galvanized corrugated steel backing with Corothane epoxy
Attaches to modular bridge structure for approach buffering
Extends appx. 4 feet beyond each end of abutment pile caps

Delivery

FREIGHT- FOB JOBSITE

Included in Bridge

Includes delivery of all components listed above - unloading/installation by others
All schedules and shipping sequences will be mutually agreed upon by customer and TrueNorth Steel

SPECIFIC EXCLUSIONS

All piling & pile caps; Special inspections; Load ratings; Calculations (unless otherwise noted specifically in quote); Third-party inspection of bridge during fabrication; Design, excavation and construction of bridge abutments; Unloading and assembly of bridge at the project site; Site surveys, permitting or geotechnical evaluations; Supply and placement of reinforced concrete deck (if applicable); Anchor bolt design, supply and installation (unless otherwise specifically noted in quote); Any storage fees (unless otherwise noted specifically in quote); Any freight costs (unless noted specifically in quote); **Any Federal, State, County, or Local Sales Tax.**

STANDARDS

*Certified Bridge Fabricator - Simple, Intermediate (Major)
Fracture Critical Endorsement
Sophisticated Paint Endorsement
Standard for Steel Building Structures
Designed according to AASHTO LRFD Bridge Design Specifications*

TRUENORTH STEEL, INC. - TERMS AND CONDITIONS

1. ACCEPTANCE. The following terms and conditions are attached to and incorporated in the quotation. ACCEPTANCE OF THE OFFER REPRESENTED BY THIS QUOTATION IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS HEREOF. NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON THE SELLER.

2. TERMS. Seller's quotation is firm for thirty (30) calendar days from the date of the quote, unless otherwise stated on the quote. TrueNorth Steel reserves the right to review and revise pricing based upon steel market conditions. Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of thirty (30) days after the mutually agreed upon delivery date or within thirty (30) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials within thirty (30) days of the mutually agreed upon delivery date, seller may invoice the Buyer for the materials less freight if applicable and payment is required within thirty (30) days. As an option to Buyer the material may be stored in Seller's yard for a period not to exceed sixty (60) days from the date of invoice and Seller will charge Buyer a storage fee not to exceed 5% of the purchase price per month. Materials stored at Seller's yard in excess of (60) days will be subject to a storage fee of 10% of the purchase price and may be subject to additional charges related to any repair work to protective coatings harmed by weathering while such material is being stored.

3. CHANGES. Any requests to change or modify this quotation requires a **WRITTEN REQUEST from Buyer to Seller.** If quantities, design parameters or design layouts change from those detailed on the original quote, the original quote may be deemed invalid and Buyer must request a new quote reflecting actual conditions. Previous delivery schedules and commitments may be altered as a result of changes.

4. PAYMENT TERMS AND LATE CHARGES. All sales are COD unless credit is approved in advance. Upon approved credit, payment is due NET 30 DAYS from date invoiced. Seller shall pay interest charges on all past due amounts at the rate of 1 3/4% PER MONTH (21% per annum), or if that rate is not allowed under applicable law or statute then at the highest rate allowed under applicable law or statute. Buyer is responsible for all costs of collection including without limitation reasonable attorneys' fees and court costs. Down payments may be required. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer or Seller, Seller may at its option defer further shipments, or without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or security payment; and if Buyer fails to comply with such requirement, Seller may terminate this contract.

5. SALES TAX. Sales tax is NOT included in any quotation by Seller unless specifically included. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.



6. FORCE MAJEURE. Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, riot quarantine, terrorism, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omissions of Buyer, acts or omissions of any government body or entity, floods, epidemics, pandemics, freight embargoes, shortages of labor, fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, accidents to machinery, delays in transportation or any other cause beyond the reasonable commercial control of Seller. Upon the occurrence of any such event, Seller may terminate this Contract without liability. In no event shall Seller be liable to Buyer for any consequential damages or claims for labor resulting from failure or delay in delivery.

7. DESIGN DRAWINGS. Seller will commence with bridge design drawings and calculations upon receipt of signed agreement, and receipt of all necessary documents from Buyer. Seller is dependent upon Buyer for supplying complete and accurate site information and design parameters. Designs supplied by Seller are based upon information provided by Buyer. Buyer or Buyer's representative is responsible for confirming that all information supplied to Seller is current, accurate and applicable. Scope of Seller's design is limited only to the bridge supplied unless additional design features are specifically requested by Buyer and agreed to by Seller.

8. DELIVERY. Site must be safely and reasonably accessible for an over-the-road truck under its own power. The Buyer is responsible for providing safe means for off-loading on-site and for all rigging equipment, connection of rigging to bridge and lifting and placement of the bridge. Two (2) hours of off-load time is included in the delivery/freight cost per truck. Additional off-load time is provided at \$100/hour for a maximum of four (4) hours. Buyer will be responsible to reimburse freight carrier for any damage to delivery equipment as part of unloading or any other actions on delivery site.

9. MANUFACTURING VARIANCE. The materials sold hereunder shall be subject to the Seller's standard manufacturing variations, tolerances and classifications.

10. RETURNS. Materials associated with this order may not be returned unless Buyer has received specific approval from Seller in writing.

11. CANCELLATION FOR CONVENIENCE. Due to the project-specific engineered content inherent to the order, cancellations of orders must be mutually agreed upon between Buyer and Seller. If Buyer makes a written request to Seller to cancel this order, Seller at its sole discretion, and only by written notice to Buyer, may authorize Buyer to cancel this order. In that event, Seller shall charge Buyer fully for all services and materials (including raw materials Seller has incoming from outside suppliers) specific to this order and for all work performed.

12. CLAIMS BY BUYER. Passage of title to items sold to Buyer shall occur upon delivery and/or unloading by either party. If Buyer uses its own trucking or other means of pickup or delivery, then passage of title occurs upon completion of items being loaded at TrueNorth Steel facility. Any claims by Buyer must be made promptly in writing and in no event later than thirty (30) days after transfer of title. Written notification from Buyer must detail to the Seller the exact damage or shortcoming of the item and the reason Seller is claimed to be responsible. Seller must be given ten (10) working days to investigate the claim and should the Seller assume responsibility, Seller will be allowed ten (10) additional working days to replace the product or to provide a remedy deemed acceptable by the owner or owner's representative. In any case, Seller must be allowed a reasonable amount of time to correct any claim of deficiency. In no circumstance will Seller assume responsibility or accept charges from Buyer without written acceptance from Seller.

13. LIMITED WARRANTY. In order for there to be any coverage under the warranty herein, the following terms and conditions must be satisfied: (1) The bridge must be (i) installed within the United States and Canada; (ii) the bridge must be installed and maintained in accordance with all applicable manufacturer, owner and industry instructions, specifications and standards that were in effect as of the date of the shipment; (iii) the bridge must be installed and maintained in accordance with all applicable government laws, regulations, rules, ordinances, codes and other requirements that were in effect as of the date of shipment; (iv) the bridge's installation and maintenance must be upgraded in accordance with all manufacturer, industry and/or government instructions, specifications, standards, laws, regulations, rules, ordinances, codes and other requirements that may become effective after date of shipment. (2) Upon discovery of issues related to materials or workmanship or any other matter for which the warranty or other claim may be brought and in accordance with Section 11, the Seller, together with its representatives and anyone else acting on its behalf, must be given written notice of the event and must be given the opportunity to inspect and test the bridge and the site where the bridge was installed before, during and after any change in any condition that might affect the ability of the Seller to determine what happened and/or the cause of what happened. The owner will take all caution and responsibility to determine the safety of the bridge until due process is completed. The owner of the bridge bears the responsibility of establishing that any alleged issues related to materials or workmanship is covered by the warranty herein. (3) If it is established that the event is covered by the warranty herein, the Manufacturer will at its sole option: (i) repair the bridge; or (ii) replace the bridge with a bridge of approximately the same size, design, quality of material and workmanship specified for the original bridge. Manufacturer will repair or replace the bridge within a reasonable time period agreed upon by the manufacturer and owner. If the Manufacturer, at its sole discretion, is unable to repair or replace the bridge, it will refund the original purchase price of the bridge.

What is covered by warranty: Provided that the terms and conditions set forth herein are fully satisfied, "TrueNorth Steel", a registered tradename and its Affiliates (hereinafter refer to as "Seller") warrants the bridge against defective steel materials or workmanship for up to one (1) year following the delivery of the bridge to the customer. Steel decks and wood carry no warranty, with the exception of naturally durable Ipe hardwood decking and Ipe hardwood attachments shall carry a one (1) year warranty against rot, termite damage, or fungal decay. The warranty coverage provided herein extends only to the initial end user. Extended warranty from the original purchase date must be granted upon written request by a dealer/distributor to the Manufacturer for the initial end user.

What is not covered: (1) The Seller does not warrant any additional accessories and/or other attachments connected to the bridge. Under no circumstances will the Seller be liable for (i) the cost of repair or replacement of any accessories or other attachments to the bridge placed by others including pavement or other materials placed as a driving surface; or (ii) labor costs or other installation costs either for the bridge's original installation or for its repair or replacement or (iii) damage to the bridge or other property resulting from wind, rain, earthquake, building or earth collapse, explosions, and other acts of nature or man; or (iv) damage caused by installation, outside attachments not included in original bridge design, operating, service, maintenance (including de-icing agents) and/or repair practices; (v) failure due to defective materials and/or workmanship occurring later than one (1) year following delivery of the bridge, (vi) delivery to and from Seller's facility for repair or replacement; (vii) any exterior coatings unless specified in writing at time of purchase by the Seller and touch up to exterior coating as a result of delivery or installation, or (viii) any other damages as the result of delivery or installation. (2) This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper installation, maintenance, alteration or any other cause not expressly warranted. This warranty does not cover damage resulting from or relating to the use of any kind of de-icing material. This warranty shall be void unless owner's records are supplied which show that the bridge has been properly maintained. (3) Warranty does not cover any issues related to the design, installation, failure or settlement of the bridge abutment, piling, retaining walls or other structures supporting the bridge. Seller is not responsible for scour, erosion or other design aspects related to soils, foundations or other hydraulic degradation of streams. (3) Warranty does not cover any issues related to the design, installation, failure or settlement of the bridge abutment, piling, retaining walls or other structures supporting the bridge.



LIMITATIONS OF LIABILITY AND DAMAGES AND EXCLUSION OF OTHER REMEDIES. THE FORGOING REMEDY OF REPAIR, REPLACEMENT OR REFUND IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE FROM TRUENORTH STEEL AND ITS AFFILIATES. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF TRUENORTH STEEL AND ITS AFFILIATES EXCEED THE PURCHASE PRICE OF THE BRIDGE. IN NO EVENT WILL THE MANUFACTURER OR ANY OF ITS EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY CLAIMS FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT OR MATERIALS, DOWNTIME COST, ENVIRONMENTAL LOSS, LOSS OF ENJOYMENT, OR OTHER ITEM OF LOSS OR DAMAGE HOWEVER DESIGNATED, WHETHER SUCH CLAIMS SHALL BE FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CLAIM HOWEVER DESIGNATED, WHETHER SUCH CLAIM ARISES OUT OF OR RESULTS FROM THE LIMITED WARRANTY HEREIN, OR FROM EXPRESS OR IMPLIED WARRANTIES, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION, OR INSTRUCTION FOR INSTALLATION, INSPECTION, REPAIR, MAINTENANCE, SERVICE, OPERATION OR USE OF THE BRIDGE.

DISCLAIMER OF ALL OTHER WARRANTIES

THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRUENORTH STEEL AND ITS AFFILIATES DO NOT WARRANT PRODUCTS FURNISHED BY OTHER MANUFACTURERS ATTACHED OR UNATTACHED TO THE BRIDGE BEYOND THE ORIGINAL MANUFACTURER'S WARRANTY.

14. INDEMNITY. To the fullest extent permitted by law, Buyer, for itself and its affiliates and subsidiaries, agrees to indemnify, defend and hold harmless Seller and its parent and affiliate companies and their respective officers, directors, shareholders, sureties, insurers, subsidiaries, employees, agents, representatives, and assigns from and against any and all losses, damages, liabilities, obligations, penalties, judgments, awards, costs and disbursements, including, without limitation, any and all costs and attorneys' fees associated with investigating, preparing for and defending against any claim asserted by a third party, arising out of or relating to (a) any personal injury (including death) or property or commercial damage arising out of the failure of any product relating to this Quotation, except to the extent caused by Seller's failure to comply with the plans and/or specifications Buyer provides to Seller for the product(s); (b) Buyer's failure to comply with applicable law, including, but not limited to, failure to warn; and/or (c) any gross negligence, recklessness, or intentional misconduct on the part of Buyer or its employees, agents, representatives, consultants, subcontractors and suppliers (other than Seller), officers, directors, subsidiaries, affiliates, or parent company. Seller shall also be entitled to recover from Buyer all attorneys' fees and costs Seller incurs to enforce this Order (including without limitation these General Terms and Conditions).

15. RIGHTS AND REMEDIES NOT EXCLUSIVE. The foregoing paragraphs of these Terms and Conditions are in addition to, and do not limit Seller's other rights or remedies. A reference to certain rights or remedies in any one paragraph of these Terms and Conditions does not limit Seller's rights or remedies under any other paragraph of these Terms and Conditions, or otherwise under this Purchase Order or at law, in equity or under applicable statute.

16. SEVERABILITY. If any provision of this contract shall be declared unenforceable, only that portion necessary shall be modified or stricken and all other provisions shall remain in full force and effect.

17. WAIVER. Failure of Seller to enforce any right or remedy shall not be construed as a waiver of such right or remedy.

18. GOVERNING LAW. This contract shall be construed, interpreted, and governed by the laws of North Dakota. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in North Dakota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.

BUYER/CUSTOMER PLEASE SIGN HERE:

We hereby order the described material subject to all Terms and Conditions included in this quotation.

Accepted By: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____