

Quote # QUO-585795-Q4L9M6 DRAFT DOCUMENT

|                           |                                  |                     |                   |                     |  |
|---------------------------|----------------------------------|---------------------|-------------------|---------------------|--|
| <b>Date</b>               | 9/27/2023                        | <b>Account Name</b> | Town of Johnstown | <b>Reply-To</b>     |  |
| <b>Quote #</b>            | QUO-585795-Q4L9M6                | <b>Contact Name</b> | Town of Johnstown | <b>Contech Rep.</b> | Pete Niemann                             |
|                           |                                  | <b>Phone</b>        | (970) 587-4664    | <b>Address</b>      | 19060 County Road 66, Greeley, CO, 80631 |
| <b>Project Name</b>       | Little Thompson River Ped Bridge | <b>Fax</b>          |                   | <b>Phone</b>        | 970-301-2064                             |
| <b>Project #</b>          | 768770                           | <b>Email</b>        |                   | <b>Fax</b>          |  |
| <b>Project City/State</b> | Johnstown, CO                    |                     |                   | <b>Email</b>        | Pete.Niemann@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](http://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 steel truss pedestrian bridge superstructure with features as described below:</p> <p>Bridge Model: Pedestrian Truss Bridge – Connector – Half Through Underhung – Parallel Chords – Pratt Diagonals<br/>                     Length: 80.00 ft. (out to out dimension)<br/>                     Width: 10.00 ft. (clear between inside face of rail)<br/>                     Design Code: AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges<br/>                     Design Vehicle: H5<br/>                     Live Load: 90 psf.<br/>                     Number of Pieces: 1<br/>                     Finish: A847 &amp; A588 (Weathering), SP-7 Commercial Blast<br/>                     Bridge Decking: G-90 deck forms are shop-installed ready to receive a field-poured reinforced concrete deck by others (except at splice).<br/>                     Railing Type: Horizontal angle with 4" maximum openings<br/>                     Railing Height: 42"<br/>                     Included Options: IPE Rub Rail, Steel Channel Toe Rail, Plumb End Vertical, End Cover Angle<br/>                     Bearings: Contech Designed Bearings are included.<br/>                     Preliminary Superstructure Weight: 24,600 lbs.</p> <p>Shop drawings will be provided, signed and sealed by a Professional Engineer registered in the State of Colorado.</p> <p>Special Considerations:<br/>                     - Top of deck to low steel dimension is 14"<br/>                     - 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.<br/>                     - Bridge grade of 1.8% is included.<br/>                     - Skewed ends are excluded.</p> | 1.00   | 1.00     | \$116,300.00        | EA   | \$116,300.00     |                     |
|                    |   |        |          |                     |      | <b>Deposit</b>   | <b>\$58,150.00</b>  |
|                    |   |        |          |                     |      | <b>Total</b>     | <b>\$116,300.00</b> |
| (Tax not included) |   |        |          |                     |      | <b>Net Total</b> | <b>\$116,300.00</b> |

| Standard Notes  |  |
|---|--|
| 1.All orders must be shipped within 30 days of manufacture. Should you be unable to accept delivery of materials at the agreed upon time, a storage charge equal to a maximum of 5% per month of the selling price of the stored material applies. Refer to Article 19 Contech CONDITIONS OF SALE.  |  |
| 2.Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$100.00 per hour thereafter will be added.   |  |
| 3.Design submittal drawings will be provided, signed and sealed by a Professional Engineer licensed to practice in the State where the project is located.  |  |
| 4.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. |  |

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**Standard Notes**

5. Lead time for submittal drawings and calculations is 8-10 weeks from formal notice to proceed and receipt of all necessary project information. Due to fluctuations in backlog which occur between the date of this quotation and approval of submittals, material availability, and other supply chain issues, fabrication lead time will be communicated upon receipt of approved submittals.
6. LRFD Guide Specification for the Design of Pedestrian Bridges - Item 4.2 - Fracture: Fracture Critical Member designation shall be in accordance with Provision 12.3.2 of AASHTO/AWS D1.5M/D1.5:2015 which requires each Fracture Critical Member (FCM) to be individually designated by the Engineer prior to bidding. In the absence of such designation, the Fracture requirements of Item 4.2 shall be deemed to have been waived.
7. Preliminary Assembled ship weight: Approximately +/- (See Above) 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.
8. Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
9. State, County and or local Sales taxes are not included. Sales Tax must be collected unless a valid and signed sales tax exemption certificate has been provided to us. Refer to Article 15 Contech CONDITIONS OF SALE.
10. This quotation expires 30 days from the date shown.
11. 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**

**Continental Pedestrian**

Truss bridge pricing includes the steel truss 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. Anchor bolt design, supply, installation or templates.
5. Erection and installation of the bridge structure(s).
6. Touch up painting of any and all surfaces damaged during handling, loading, transport, 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.

| <u>Acceptance</u>  |             | <u>Contech Engineered Solutions LLC.</u> |             |
|--|-------------|--|-------------|
| 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 <a href="http://www.conteches.com/cos">www.conteches.com/cos</a> |             | By                                       | X X X X X X |
| Company  | X X X X X X | (O)                                      | X X X X X X |
| By   | X X X X X X | (F)                                      | X X X X X X |
| Title  | X X X X X X | (Cell)                                   | X X X X X X |
| Date   | X X X X X X | Title                                    | X X X X X X |

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Contech - CONDITIONS OF SALE

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