



BID SUBMITTAL FORM

A. BIDDER'S INFORMATION

Legal Name: Contech Engineered Solutions LLC

Business Address: 5 Concourse Pkwy

Suite 1900

Atlanta, GA 30328-6111

Business Phone: 205-306-3277 Company's E-mail: jennifer.mcintire@conteches.com

Authorized Representative: Jennifer McIntire

Title: Bridge Consultant

Representative Phone: 205-306-3277 (work) 205-306-3277 (cell)

Representative's Email Address(es): jennifer.mcintire@conteches.com

B. ADDENDA

Bidder hereby acknowledges receipt of each following Addendum: No(s). , , , , ,
(Bidder shall insert number of each Addendum received) and agrees that all Addenda issued are hereby made part of the Contract, and the Bidder further agrees that this Bid includes all impacts and costs resulting from said Addenda.

C. ACKNOWLEDGMENT OF TAX-EXEMPT STATUS

Because the City is a tax-exempt entity, neither Bidder's unit prices nor the total amount bid on any area or on the entire Project shall include any taxes paid by Bidder and shall not assess any tax liability whatsoever to the City. Bidder acknowledges City's tax-exempt status and hereby accepts responsibility for making application to the Alabama Department of Revenue for a Sales and Use Tax Certificate of Exemption for use on the Project, subject to the review of the City Attorney and the Director of Finance.

D. BIDDER'S DECLARATION AND UNDERSTANDING

Bidder has exercised his own judgment regarding the interpretation of any information or data used in arriving at his conclusions which led to the submission of this Bid. Bidder shall be fully responsible for any damages or liability arising out of his or any subcontractor's pre-bid investigations.

Bidder declares that he understands and agrees that any quantities inferred from the Advertisement for Invitation to Bid and in the Bid Packet are approximate only and are subject to either increase or decrease; and, that should quantities be decreased, he further understands and agrees that payment will be made on actual quantities installed at the bid item prices, and he states that he will make no claim for anticipated profits for any decreases in the quantities. It is understood and acknowledged that actual quantities will be determined upon completion of the Work.



IN WITNESS WHEREOF, the Bidder has caused this Bid Submittal Form to be completed, executed, and its seal affixed by its duly authorized representative this 13th day of June, 2024.

Jennifer McIntire / Contech Engineered Solutions
Legal Name of Bidder/Company

By: Jennifer McIntire

Its: Contech Engineered Solutions

Date: 6/13/2024

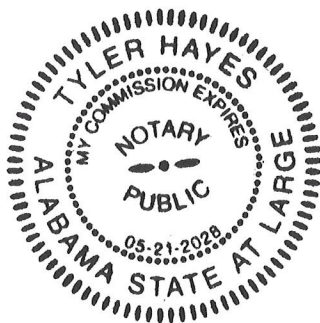
STATE OF Alabama §

COUNTY OF Jefferson §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that JM Contech Engineered Solutions, whose name as Jennifer McIntire of Contech Engineered Solutions is signed to the foregoing instrument, and who is known to me, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this 13th day of June, 2024.

Tyler Hayes
Notary Public





BIDDER PRICING SHEET

BIDDER NAME: Contech Engineered Solutions, LLC

ADDRESS: 5 Concourse Pkwy Ste 1900

CITY/STATE/ZIP: Atlanta, GA 30328-6111

Total Base Bid for two (2) pedestrian bridge structures: \$ \$ 146,740.00

Proposed deadline for submission of engineered submittal drawings: 6-8 weeks after award of contract

Proposed deadline for delivery of both bridge structures: 18-20 weeks after drawing approval

I, Jennifer McIntire, as Bridge consultant
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

6/13/2024
Date

Jennifer McIntire
Signature of Authorized Representative



IMMIGRATION LAW COMPLIANCE FORM

BIDDER NAME: Contech Engineered Solutions, LLC

ADDRESS: 5 Concourse Pkwy Suite 1900

CITY/STATE/ZIP: Atlanta, GA 30328-6111

By signing below, I, the undersigned, as an authorized representative of the above-named company, hereby affirm that, for the duration of the term of service provided to the City as a result of the Bid submitted in response to the above-cited Invitation, I will not violate state or federal immigration laws or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, I hereby acknowledge that if I am the successful Bidder selected to provide the goods and services set forth in the Bid and I am (or the below-named company is) found to be in violation of any state or federal immigration law, such action shall be deemed a breach of contract and shall impose complete and full responsibility on said company for all damages resulting therefrom, to the extent allowed by applicable law.

I hereby attach My Company E-verify Profile as proof of Bidder's enrollment in E-Verify.

I, Jennifer McIntire, as Bridge Consultant for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

6/13/2024
Date

Jennifer McIntire
Signature of Authorized Representative



DISCLOSURE STATEMENT

BIDDER NAME: Contech Engineered Solutions, LLC

ADDRESS: 5 Concourse Pkwy Suite 1900

CITY/STATE/ZIP: Atlanta, GA 30328-6111

In accordance with Ala. Code §§ 36-25-11 and 36-25-14 (1975), the City of Madison, Alabama, requires each Bidder to provide the following information in anticipation of a bid award. Completion of this Disclosure Statement will not affect evaluation of your Bid except to the extent that your failure to disclose truthful answers may result in elimination of your Bid from evaluation.

1. Do you or any owner, officer, director, trustee, consultant, employee, or holder of more than five percent (5%) of the fair market value of your business entity share a household with any employee, elected official, or appointed official of the City of Madison, Alabama, such that the City employee or official will benefit from this Contract?
 Yes x No

If yes, please provide the name and position of the individual associated with your business, the name of the City employee/official, their relationship and the nature of the benefit.

2. Do you understand and acknowledge that:

- a. unless exempt pursuant to Alabama competitive bid laws or otherwise permitted by law, no public official or public employee, or a member of the household of the public employee or the public official, and no business with which the person is associated shall enter into any contract to provide goods or services which is to be paid in whole or in part out of municipal funds unless the contract has been awarded through a process of competitive bidding and a copy of the contract is filed with the Alabama State Ethics Commission;
- b. all such contract awards shall be made as a result of original bid takings, and no awards from negotiations after bidding shall be allowed; and
- c. a copy of each contract, regardless of the amount, entered into by a public official, public employee, a member of the household of the public employee or the public official, and any business with which the person is associated shall be filed with the commission within ten (10) days after the contract has been entered into? x Yes No

I, Jennifer McIntire, as Bridge Consultant
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

6/13/2024
Date

Jennifer McIntire
Signature of Authorized Representative



STATEMENT OF NON-COLLUSION

BIDDER NAME: Contech Engineered Solutions LLC

ADDRESS: 5 Concourse Pkwy Suite 1900

CITY/STATE/ZIP: Atlanta, GA 30328-6111

On behalf of myself and the above-named Bidder, I hereby declare and aver that there has been no agreement or collusion by Bidder with any other Bidder or prospective Bidder to propose a fixed price or to refrain from submitting a Bid or to act in any similar way that would render my Bid void. I further acknowledge that any such action will result in the disqualification of all involved parties from submitting bids or proposals to the City of Madison, Alabama, on any future purchases. I further declare that I understand that the knowing and intentional participation in a collusive agreement involving a purchase exceeding fifty thousand dollars (\$50,000.00) is a Class C felony. *See Ala. Code § 39-2-2(c) (1975).*

Additionally, I hereby state that the only persons or parties interested in this submitted Bid are those named herein; that this Bid is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the Bid is made without any connection or collusion with any person submitting another Bid in Response to this Invitation To Bid as stated above.

I, Jennifer McIntire, as Bridge Consultant
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

6/13/2024
Date

Jennifer McIntire
Signature of Authorized Representative



My Company Account

My Company Profile

Company Information

Company Name

Contech Engineered Solutions LLC

Doing Business As (DBA) Name

Company ID

122133

Enrollment Date

May 22, 2008

Employer Identification Number (EIN)

31117716

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

1,000 to 2,499

NAICS Code

332

Sector

Manufacturing

Subsector

Fabricated Metal Product Manufacturing

[Edit Company Information](#)

Employer Category

Employer Category

[Edit Employer Category](#)

Company Addresses

Physical Address

9025 Centre Pointe Dr.
Suite 400
West Chester, OH 45069

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)

Date: June 12, 2024

Project: Palmer Park (801495)
Madison, AL

Bid Date: June 20th, 2024

SCOPE LETTER

- Quantity of (2) 60' long x 10' width
- Bridge Model: Continental Capstone Steel Pedestrian Truss with underhung floorbeams
- Finish: Self-Weathering steel with an SP-7 final blast
- Decking: Galvanized G90 form pan to accept a future reinforced concrete deck
- Railing Type: Horizontal Safety Rails with 4" maximum openings
- Railing Height: 48" above deck
- Included safety features: steel toe-rail, IPE rub rail and steel cover angle
- Design Code: AASHTO LRFD
- Design Vehicle: H-5 (10,000 lbs)
- Live Load: 90 psf
- Bridge to be shipped in 1 section with an approximate lifting weight of 14,000 lbs without the concrete deck.

Excluded Items:

CONTECH Engineered Solutions will not or does not include the cost for:

1. Applicable Sales and/or Use Tax
2. All construction surveying, including field measurement and verification of abutments and anchor bolt placement.
3. Design, excavation and construction of bridge foundations and/or piers.
4. Provide and install reinforced concrete deck slab.
5. Providing and installing all anchor bolts. Provide and install any wing wall or approach railings.
6. Unloading all trucks delivering CONTECH materials.
7. Assembly and erection of the bridge section(s).
8. Any costs associated with testing by an independent agency.
9. Providing and installing any expansion joint materials at the abutments.

The estimated lead time for the submittal package is 6-8 weeks from the receipt of a signed purchase document and receipt of the required design documents and project information. Approval review process is in addition to stated timeframes. 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 times will be communicated upon receipt of approved submittals.

All costs associated with any special inspection to be borne by purchaser or owner. CONTECH will provide access to facilities and assist with coordination to accommodate special inspection

We look forward to working with you on this project. If you have any questions, please feel free to contact me.

Sincerely,

Jennifer McIntire

Bridge Consultant – AL & FL Panhandle

Contech Engineered Solutions LLC

Mob: 205-306-3277

Jennifer.Mcintire@ContechES.com

www.ContechES.com

Quote # QUO-672164-D2G4Y7					
Date	6/13/2024	Account Name	City of Madison	Reply-To	
Quote #	QUO-672164-D2G4Y7	Contact Name	City of Madison	Contech Rep.	Jennifer McIntire
		Phone	(256) 772-5639	Address	Birmingham, AL, 35210
Project Name	Palmer Park Pedestrian Bridges over Mill Creek and Bradford Creek	Fax	(256) 772-6244	Phone	205-306-3277
Project #	801495	Email		Fax	
Project City/State	Madison, AL			Email	Jennifer.McIntire@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
	<ul style="list-style-type: none"> • Quantity of (2) 60' long x 10' width • Bridge Model: Continental Capstone Steel Pedestrian Truss with underhung floorbeams • Finish: Self-Weathering steel with an SP-7 final blast • Decking: Galvanized G90 form pan to accept a future reinforced concrete deck • Railing Type: Horizontal Safety Rails with 4" maximum openings • Railing Height: 48" above deck • Included safety features: steel toe-rail, IPE rub rail and steel cover angle • Design Code: AASHTO LRFD • Design Vehicle: H-5 (10,000 lbs) • Live Load: 90 psf • Bridge to be shipped in 1 section with an approximate lifting weight of 14,000 lbs without the concrete deck. 	1.00	1.00	\$131,740.00	EA	\$131,740.00
	<p>Engineering Services - Notes for Quote : Abutment design for both of the above 60' bridge spans: Design of cast-in place abutments and wingwalls on shallow spread footing foundations for bridge structure. Does not include design of deep foundation system or foundation improvements, which may be quoted separately if required. A geotechnical report with foundation design recommendations and grading plan (both specific to the bridge location) is to be given to Contech for this service to be provided. This fee does not include addressing any review comments, or review of reinforcement or any other construction material submittals, which also may be quoted separately as needed. Please note that this service is only available with the purchase of bridge structure.</p>	1.00	1.00	\$15,000.00	EA	\$15,000.00
					Total	\$146,740.00
					(Tax not included) Net Total	\$146,740.00

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. 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.
5. Preliminary Assembled ship weight: See above bridge description, 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. The estimated lead time for the submittal package is 6-8 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. 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 times will be communicated upon receipt of approved submittals.
7. 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.

Quote # QUO-672164-D2G4Y7

Standard Notes

8.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.

9.This quote is per site plans dated XXX.

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.

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 Jennifer McIntire

Company (O) 205-306-3277

By (F)

Title (Cell)

Date Title

Quote # QUO-672164-D2G4Y7

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 settling 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 reconsign 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