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4/16/24

4401 Main Avenue
 Fargo, ND 58103
 Phone: (866) 982-9511

401 N. Loop 289
 Lubbock, TX 79403
 Phone: (806) 762-3255

Project Name: Michigan Ave
City, State: Woodbury County, IA
Quote # B04242196
Date: 4/10/2024 *Quotation is valid for 15 days due to steel and fuel volatility*

TrueNorth Steel Territory Manager: Steve Henley
Cell: 701-318-3111
Email: steve.henley@truenorthsteel.com

Estimate Prepared By: Clint LaRowe BOM Reference: 20750

24x60 Skewed Vehicular Mod Bridge

QTY	SIZE	DESCRIPTION	PRICE
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Below pricing is per attached terms, if additional terms are to be incorporated please contact TrueNorth Steel for updated pricing.

1	24 X 60	<u>VEHICLE BRIDGE</u>	\$130,971
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3 modules for bolt-together field installation
 Design Load HL-93
 24 Feet Travel Way - inside of rail to inside of rail
 60 Feet Travel Length - end to end of girder
 Estimated bridge weight is 62371 lbs, estimated heaviest module is 21830 lbs.

TO INCLUDE:

- Structural Support Beams – A588 weathering steel, mill-rolled W-Beam
- Bearing Plates, and Leveling Pads for up to an Elevation Rise of 1.5%
- Rail – Galvanized W-Beam, Non-crash Tested.
- Bridge Deck Surface – Galvanized, 12"x4-1/4" roll or press break formed panels
 Configured to accept gravel, timber, or asphalt wearing surface
- Hardware - Weathering steel splice bolts (if required) and bearing assemblies (excludes anchor bolts)
- Design drawings stamped by a IA Professional Engineer

* Price does not include embedded anchor bolts for pre-cast or poured in place concrete.
 * TrueNorth Steel will design the anchor bolts for shear 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.

Below options are only available for purchase with this bridge for use with this bridge



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 - Schedule will be contingent on material availability and mill rollings.

Freight is based on rates at time of quote, actual costs will be charged at time of delivery.

SPECIFIC EXCLUSIONS

Calculations and Load Ratings (unless otherwise noted specifically in quote); Galvanizing, Paint or any other finishes (unless otherwise noted 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.

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. Down payment of 25% and progress payments may be required. Without credit 50% down and 50% prior to shipment. Buyer 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. 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, required deposits, 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 \$150/hour, per hour. 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 lpe hardwood decking and lpe 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 FOREGOING 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: Woodbury County by Mark J. Mahon

Printed Name: Mark J. Mahon

Title: County Engineer

Company: Woodbury County

Date: 4/17/2024