

Project: Mariners Trail Bridge
Steel Truss Pedestrian Bridge
Manitowoc, WI



Wheeler Lumber LLC
9531 W 78th Street, Ste. 100 | Minneapolis, MN 55344
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Prefabricated Steel Truss Recreation Bridge

Bridge Size: 100' x 10'	Finish: Painted (3 coat)	Weld Code: AWS D1.1
Truss Type: Bowstring	Web: Pratt	X-Section: H-Shape
Live Load: 90 psf	Vehicle Load: H-5	Design Code: AASHTO LRFD
Safety Railing: 42" Horizontal	Rail Spacing: AASHTO	Rail Material: Steel tube
Rub Rail: None	Hand Rail: None	Lifting Weight: 32,250 lbs
Shipped as: 1 piece(s)	Field Splices: 0	Bearings: Stainless/Teflon
Decking: Concrete	Reinforcement: 3,850 lbs	Concrete Qty: 18 cy

Additional Notes: Concrete and reinforcement by others. Quantities are subject to change based on final design. Lifting weight is for fully assembled bridge *without* concrete and reinforcement.

Includes a drill and epoxy anchor system (bolts, nuts, washers and epoxy for normal bearing installation). Does not include the cost of unloading, installation, approach railing or substructure design/materials.

Lump sum / ea... \$102,500.00

DELIVERY: F.O.B. trucks delivered to jobsite. Freight rates are subject to adjustment if materials are delivered later than 180 days from receipt of order. Delivery is made to a location nearest the site, which is easily accessible to normal over-the-road tractor/trailer equipment. Oversized loads warrant additional consideration and providing suitable access shall be the responsibility of others. All trucks delivering materials will need to be unloaded at the time of arrival. Detailed, written instruction in the proper lifting procedures and splicing procedures (if required) will be provided. The method and sequence of erection shall be the responsibility of others.

Delivery of materials offered within 16 - 18 weeks after approval of plans/shop drawings.

TERMS: Subject to credit approval, terms are 25% payment upon approval of shop drawings, net 30 days on balance, 1 ½% per month service charge on past due invoices. Above items may be subject to sales and/or use tax. Sales and/or use tax will be added to invoices as required by statute.

Quoted prices based upon all of the quantities listed in this quotation. If Buyer elects to purchase only a portion of the items quoted, Wheeler shall have the right to adjust its price to reflect the impact of all resulting costs.

This quotation expires in 30 days and prices herein are predicated on material shipping within the standard lead times quoted herein, after receipt of a signed order and/or approval of plan/shop drawings. Any extension of these prices beyond the quotation expiration limit or beyond the standard lead time deliveries quoted herein will only be honored in the event of specific written confirmation by an authorized representative of Wheeler.

Prices quoted apply only to projects specified. This quotation supersedes all previous communications. Acceptance of your purchase order is expressly made conditional on your acceptance of the terms and conditions, including "Warranties" and "Buyer's Remedies", attached by your acceptance of the products herein described or otherwise. Unless timely notice to the contrary is received, the products herein described will be manufactured and delivered in accordance herewith in reliance upon your acceptance of such terms.

CONDITIONS OF SALE

1. **ACCEPTANCE.** Any quotation, if any, by Seller is merely an invitation for an offer from potential customer(s). All resulting customer offers (orders) are thus subject to acceptance at Seller's offices at the address shown on the face hereof, before any contract is formed. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ALL CUSTOMER OFFERS (ORDERS) RESULTING HEREFROM MUST INCLUDE ALL TERMS AND CONDITIONS PRINTED HEREON.
2. **DRAWINGS AND SPECIFICATIONS - UNSAFE DESIGN - INDEMNITY.** Material shall be fabricated in accordance with design drawings, specifications and detail drawings furnished or approved by Buyer unless otherwise stated on the face of this quotation. If the design drawings and specifications described herein are preliminary or incomplete, Buyer shall promptly furnish drawings and specifications which are complete, final, and bear necessary approval unless expressly agreed to by Seller. Seller assumes no responsibility for the accuracy, completeness, fitness or suitability of designs, drawings or specifications furnished or approved by Buyer, and Buyer agrees to indemnify, defend, and hold Seller harmless against any liability arising or alleged to arise from Seller's compliance therewith, including but not limited to liability for patent infringement.
3. **LIMITED WARRANTIES.** THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS, OR WARRANTIES NOT FULLY EXPRESSED HEREIN. Seller warrants title to and freedom from encumbrance of the products sold hereunder, and Seller warrants that products bought on the basis of the description thereof, as appears or as referred to on the face hereof, are of merchantable quality. **Seller makes no other warranty whatever, express or implied. all implied warranties of merchantability and all implied warranties of fitness for any particular purpose which exceed or differ from the warranties herein expressed are disclaimed by Seller and excluded from agreement.**
4. **LIMITATION OF BUYER'S REMEDIES.** Seller's liability hereunder shall be limited to the obligation to repair or replace products proven to have failed to meet the specification or to have been defective in quality or workmanship at the time of delivery, or allow credit therefore, at its option. Seller's total cumulative liability in any way arising from or pertaining to any products sold or required to be sold under this contract shall not in any case exceed the purchase price paid by the Buyer for such product. **IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR,**
- OR CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE. It is expressly agreed that Buyer's remedies expressed in this paragraph are Buyer's exclusive remedies.
5. **LIMITATION OF LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CLAIMS FOR LABOR OR FOR ANY CONSEQUENTIAL OR ANY OTHER DAMAGES RESULTING FROM FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED.
6. **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 delay in delivery or performance, which is 1) due to any act of God, the prior 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 than those above enumerated, or 2) due to any strike, labor dispute, or difference with workmen, regardless of whether or not Seller is capable of settling any such labor problem.
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 re consign 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. If Buyer is unable or unwilling to take delivery of the products within 30 days of the later of (1) the originally scheduled delivery date, or (2) the date Seller makes the products available for shipment, then Seller may at its option transfer title and require payment according to the provisions of paragraph 8 below. **Buyer assumes all benefits and risks of ownership (including risk of fire, theft, or other loss) once title is transferred, whether or not the products have been delivered.**
8. **PAYMENTS.** It is expressly understood and agreed that payment for materials shall be in accordance with payment terms indicated herein, and amounts 30 days or more past due shall be subject to a service charge of 1.5% per month or 18% per annum. 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 further shipments or, without waiving any other rights it may have, terminate this contract. Buyer agrees to pay all costs of collection including a reasonable attorney's fee in the event it becomes necessary to enforce collection for the amounts reflected on this order. All deliveries shall be subject to the approval of Seller's 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.

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. Claims by buyer must be made within 30 days of receipt of shipment, which Buyer and Seller agree is a reasonable time, or Buyer's claim shall be barred. 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 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 analyses 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 attorney's 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 materials delivered hereunder in itself constitutes an infringement on 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 materials, 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. Seller shall not be responsible for the results of any technical advice in connection with the design, installation or use of the products sold hereunder, unless expressly agreed to by Seller.

15. TAXES. No tax imposed in respect to the sale of the products sold hereunder is included in any quotation by Seller. Any such tax shall be added to and paid by Buyer as part of the purchase price.

16. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract whole or in part upon notice in writing to Seller. Seller shall thereupon, as directed, 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 completing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder. The provisions of this contract shall be without prejudice to the rights of either party for failure on the part of the other party to comply with the provisions of this contract.

17. SELLER'S RIGHT OF TERMINATION. If this contract is made in compliance with any governmental rule or regulation, plan, order or other directive, upon the termination thereof Seller shall have the option of canceling this contract in whole or in part.

18. SELLER'S AUTHORIZED REPRESENTATIVE. It is expressly understood and agreed that no officer or agent or salesperson has any authority to obligate the Seller by any terms, stipulations or conditions not herein expressed; that all previous representations and agreements, either verbal or written referring to the goods which are the subject of this contract are hereby superseded and canceled and that there are no promises, agreements or understandings outside of this contract. Parol evidence will not be admissible to alter, vary or contradict the terms of this contract.

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

20. PRICES. Prices shall be Seller's prices in effect at time of shipment.

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 manner whatsoever unless accepted by Seller in writing.

ACCEPTANCE

Subject to contract award we hereby order the items included in this quotation.

By: _____

Date: _____



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