

Quote # QUO-734571-V4P3K6					
Date	1/3/2025	Account Name	Napa County Resource Conservation District	Reply-To	
Quote #	QUO-734571-V4P3K6	Contact Name	Bill Birmingham	Contech Rep.	Jason Leach
		Phone	(707) 252-4188	Address	5 Sierra Gate Plaza, Suite 390, Roseville, CA, 95678
Project Name	Sulphur Creek	Fax	(707) 252-4219	Phone	916-747-7585
Project #	830834	Email	bill@naparcd.org	Fax	
Project City/State	Saint Helena, CA			Email	Jason.Leach@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>Big R Modular Rolled Girder - SITE-SPECIFIC MODULAR Length: 55 ft (out to out girder dimension) Width: 22.67 ft (clear between rails) Design Code: AASHTO LRFD Bridge Design Specifications, 8th Edition, 2017 w/ CA Amendments Live Load: HL-93 Design Vehicle Owner Vehicle: P15 Owner-Specified Vehicle Max LL Deflection: Length/ 500 Number of Pieces: 2 (field bolting by others) Finish: Weathering, SP7 Clean (Exposed Surfaces) Bridge Decking: Cast-In-Place Reinforced Composite Concrete (by others) SIP forms are included Wearing Surface: Unknown (by others) Railing Type: TL-2 Design Rated, 12 Ga Thrie-Beam Galvanized Rail, Girder Mounted (Not Crash Tested) Railing Height: 32 Inches - Vehicular Rail Bearing: Elastomeric Bearing Pads Preliminary Superstructure Weight: 36,600 lbs</p> <p>Shop drawings will be provided, signed and sealed by a Professional Engineer registered in the State of CA</p> <p>Special Considerations: - Top of 8 inch concrete deck to low steel dimension is: 42.98" - Bridge shipped in (2) Modular sections - Offloaded and installed by others - Rails and rail posts shipped loosed - installed by others - Bearing plates shipped loosed - Field welding required (by others) - 0° Skew - 4.13' elevation change between abutments. - Approach Rail excluded. - Anchor Bolts excluded. - Due to fluctuations in backlog which occur between the date of this quotation and approval of submittals, fabrication lead time will be communicated upon receipt of approved submittals.</p>	1.00	1.00	\$123,260.00	EA	\$123,260.00
					Total	\$123,260.00
					(Tax not included) Net Total	\$123,260.00

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.

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Standard Notes

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.

5. 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.

6. 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.

7. Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.

8. 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 time will be communicated upon receipt of approved submittals.

9. This quotation expires 30 days from date shown.

10. 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

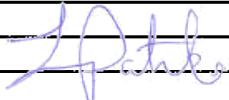
Big R Rolled Girder

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.

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	Jason Leach
Company	Napa County Resource Conservation District	(O)	916-747-7585
By	Lucas Patzek	(F)	
Title	Executive Director 	(Cell)	
Date	1/13/2025	Title	

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Contech - CONDITIONS OF SALE

1. ACCEPTANCE. This quotation from Contech Engineered Solutions LLC ("Seller") is an offer to sell to the aforementioned customer ("Buyer"). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE CONDITIONS OF SALE PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTATION, 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. Buyer's signature to the quotation, direction to manufacture, or acceptance of delivery of the products described in this quotation, shall be deemed an acceptance of these Conditions of Sale. Seller may elect not to manufacture or deliver any product until Buyer returns a signed copy of this quotation.
2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the products sold hereunder and that they are free of liens and encumbrances. Seller also warrants that the products sold hereunder are substantially free from defects in manufacturing and workmanship and shall conform to the specifications described in this quotation for a period of one (1) year from the date of delivery. This limited warranty does not apply to any products sold hereunder which have been modified or disassembled, that have been subjected to misuse, misapplication, neglect, alteration, accident or act of God, or that have been improperly installed, operated or maintained. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES, AND SELLER HEREBY DISCLAIMS, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, WHETHER WRITTEN, VERBAL, EXPRESS OR IMPLIED, BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR HABITABILITY.
3. LIMITATION OF BUYER'S REMEDIES. Buyer's exclusive remedy under Section 2 shall be limited to requiring Seller, at Seller's option, to repair or replace any defective or non-conforming products or allow credit for the defective or non-conforming products. Seller makes no warranty whatsoever with respect to accessories, goods, or parts furnished by Seller but not manufactured by Seller, which carry only the warranty, if any, in the applicable manufacturer's warranty (if any) to the extent permitted by the terms of such warranty between Seller and such manufacturer.
4. LIMITATION OF LIABILITY. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold hereunder, whether based on contract, warranty, tort (including negligence) or other grounds, shall NOT exceed the purchase price paid by Buyer for such products or services. Neither Seller nor Buyer will be liable to the other, or any third party beneficiary, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or other grounds, for special, consequential, incidental, punitive (if allowed by law) or other indirect damages of any kind, including, but not limited to, loss of data, loss of profits or revenue, loss of use of the products furnished by Seller pursuant to this quotation or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims, or for liquidated damages (delay or otherwise) incurred by such party from any third party.
5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be deemed to have failed to comply with any schedule for any delay in delivery or performance, which is caused by (i) 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. In connection with any such delay, the agreed delivery date(s) or time for performance shall be extended for a period equal to the duration of the delay.
6. PASSAGE OF TITLE AND RISK OF LOSS. Title to the products sold hereunder and risk of loss 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 Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation.
7. 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 hereof 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.
8. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.
9. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold hereunder immediately upon receipt to verify conformance with the specifications hereof. 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 15 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 modifies, removes or disposes of the product(s), 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.
10. 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 products at other locations.
11. 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 product(s) 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 product is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.
12. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing and color variations, efflorescence, tolerances and classifications.
13. TECHNICAL ASSISTANCE. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only, and Buyer agrees to rely solely on its own architects, engineers and other technical expert.
14. 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.
15. 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 upon Buyer paying 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 (including engineering work) 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.
16. 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.
17. DELIVERY. Delivery of the products sold hereunder shall be made pursuant to a delivery schedule agreed to by Buyer and Seller. The Buyer hereby agrees to take delivery of the product(s) hereunder within thirty (30) days after notification, oral or written, that the products are ready for shipment. In the event that the Buyer does not arrange to take delivery of the products in accordance herewith, Seller, at Seller's option, may:
 - (a) invoice the Buyer for the products less freight if applicable; store the products 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 products; add any applicable price increases listed on the quotation; charge for any repair work to protective coatings harmed by weathering while such products are being stored; and charge applicable freight when shipment to the Buyer is made. Products 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; or
 - (b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the products if the products are standard, in-stock material, or the full selling price if the products are special or nonstandard in nature and were especially fabricated for the Buyer.
18. DOCUMENTATION. Except as otherwise specifically set forth in the scope of work provided as part of this quotation, all documents, including drawings, specifications, computer files, electronic media, data, engineering calculations, notes, and other documents and instruments prepared or furnished by Seller (collectively the "Documentation") are owned by and the property of Seller. Seller shall retain all common law, statutory and other reserved rights, including copyright, applicable to the Documentation. The Documentation is not intended or represented to be suitable for use on any other project. Buyer agrees to indemnify and hold Seller harmless against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or in any way connected with the unauthorized use or modification of the Documentation by Buyer or any person or entity that acquires or obtains the Documentation from or through Buyer without the written authorization of Seller. Seller shall have no liability to Buyer or others for changes made to the Documentation by Buyer without Seller's prior written approval.
19. 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 (1) year after the cause of action therefore accrues or one (1) year of delivery of the products sold hereunder, if less.
20. 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.
21. 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.
22. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the state of the project site described in the quotation, without regard to conflicts of law provisions. Buyer and Seller agree that venue for any action brought for the breach of or enforcement of this contract will lie in the county of the project site described in the quotation. AS A MATERIAL INDUCEMENT TO ENTER INTO THIS CONTRACT, BOTH PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS CONTRACT.