

S S Lines Company

Project: Lehi Pedestrian Bridge
Location: Lehi, UT

This proposal is made **To All Bidding Contractors** (herein called Purchaser) by SSL, LLC (herein called Seller.) Upon acceptance, the Purchaser and Seller agree as follows:

- 1) Seller has reviewed only the portions of the plans and specifications herein stipulated in paragraph 2) below, and/or other non-planned or non-specified information provided to us for proposal purposes, copies of which are attached hereto, and proposes to supply the proposed products, which shall be manufactured to comply with the dimensions and technical portions of said information.

Materials and Services to be furnished:

The SSL Proprietary wall system as described herein subject to the terms and conditions contained herein.

- a) Furnish wall shop drawings as required for the wall system based upon Utah DOT design criteria and live loading condition of 250 PSF.
- b) Furnish soil reinforcement mesh, pins, filter fabric and glue, and SSL proprietary bearing pads.
- c) Furnish 1 trip with 3 days of technical field assistance to Purchaser. Additional days are \$1000 per day, plus travel, meals and lodging expenses. Service is provided as an accommodation with no oversight or responsibility for construction.
- d) Furnish 5' x 5' precast panels with a "chiseled limestone" finish as shown in the plans. All panels will be fabricated in accordance with SSL specifications based upon owner design criteria.

Exclusions:

Seller specifically excludes backfill, bond, geomembrane, underdrain design, any elastomeric bearing pads located at top of wall, global stability, drainage design, painting or staining, weep holes, concrete testing, hoisting, any and all cast-in-place concrete at top of wall including reinforcing steel, CIP leveling pad, all installation accessories, coring/cutting of precast panels, onsite labor, testing and inspection, any federal, state or local taxes, sales, use or personal property, and excise taxes, sandblasting and final cleaning of panels, design of CIP coping and traffic barrier/moment slab, liquidated damages or any other items not specifically included herein. When a Class 1 finish is specified (or similar requirement), Buyer acknowledges panels, as cast will exhibit a variation in color and uniformity in texture. Therefore, Seller excludes all sanding, grinding, sandblasting and final cleaning of panels, or any other items not specifically included herein.

PRICE FOR MATERIAL AND SERVICES -

This PROPOSAL - AGREEMENT shall remain in effect only through April 30, 2020. Prices quoted are good for materials shipped through December 31, 2020. Material shipments beyond this date may be subject to escalation. All lead times and delivery dates for materials are specified in paragraph 3) below. Quantities shown below are approximate and are based upon square footage shown on the contract plans. This is a unit price proposal. Final quantities will be determined from SSL's approved shop drawings. Pricing included in this proposal is based upon the terms and conditions noted herein. Any changes to these terms and conditions may result in an increase in price. Unless stated otherwise, price for materials is FOB jobsite.

Assumed a wall embedment of 2'.

- 2) Seller is not a subcontractor and as such has no control nor responsibility over the means and methods of construction. It is a manufacturer and supplier of products and shall be bound only to the earth retaining structure wall concrete items set forth on the page(s) in the specifications pertaining to the MSE Retaining Wall. It shall not be bound by, or to, any other portions of said plans and/or specifications, nor shall it be charged with any damages or backcharges for which it has not agreed in writing.
- 3) Upon acknowledgment of this PROPOSAL - AGREEMENT or receipt of an acceptable order, or agreement, and subject to receipt of adequate information, Seller shall submit shop drawings and concrete mix design for approval in 30 days. If Seller requires additional information to complete shop drawings and mix design, additional time will be required to submit shop drawings and mix design for approval subject to Sellers schedule. The time required obtaining the approval of the shop drawings and concrete mix design shall be the responsibility of Purchaser. Once approved, the shop drawings and concrete mix design shall become the official order/agreement documents which shall supersede all other documents and from which Seller shall manufacture the proposed products. Upon receipt of all approved shop drawings and concrete mix design by Seller, Seller shall begin manufacturing said proposed products. Within 8-10 weeks of receipt of said approvals, or in cases requiring special architectural treatments add an additional 4-6 weeks, material deliveries shall commence. The loading for delivery of the products shall be subject to the curing of the concrete to achieve design strength and approval to release product per the owner. Seller includes the use of forms for the manufacturing of the products, which shall be manufactured in the sequence, which is most economical to the manufacturing process. Price herein is based upon casting 200 square feet per working day.
- 4) Scheduled dates for loading products for delivery shall be as agreed to by Seller in writing and shall be subject to the preceding item 3). Any changes requested by the Purchaser shall extend the dates for producing shop drawings and manufactured products.
- 5) Purchaser shall pay to Seller for the products as follows:
 - a) Purchaser agrees to pay Seller for materials and/or services, the amount herein listed. Payment terms are Net 10th Prox. Interest on past due accounts shall be charged at the rate of one and one half percent (1½%) per month or maximum amount allowed by law until the delinquent amount in full is received by Seller. This proposal specifically allows the Seller to invoice for and receive payment for the value of materials, supplies, services, and work performed each month, including materials manufactured on hand and awaiting shipment. Full and final payment will be required prior to final shipment of wall materials. Materials are **not** subject to retention. Ten percent (10%) of the total price shall be paid upon submittal of shop drawings.
 - b) Payment for changes, which cannot be readily incorporated into the foregoing process, shall be paid net 30 days from invoice date.
 - c) Any material, which needs to be replaced as a result of damage or theft at jobsite or any other reason outside the control of Seller, will be invoiced at the following unit prices FOB manufacturer. These unit prices apply in the event of change orders or cancellation.

Item Description	Unit Price
Precast Panels	\$13.00 / SF
Reinforcing Mesh	\$3.95 / LB
Bearing Pads	\$6.60 Ea.
Filter Cloth	\$0.75 / SF
Glue	\$4.95 / Cartridge
Lifting Eyes	\$500.00 / Ea.

NOTE: Above prices, do not include any taxes.

- d) Title to all materials shall remain with Seller until Seller has received payment in full.
- e) Should the Purchaser fail to make any one, or all, payment(s) as stipulated herein, said failure shall become a material breach of the order/agreement and Seller may immediately suspend, or terminate, manufacturing and/or shipment(s) of products. Purchaser shall then make immediate payment for all products manufactured to date, plus the costs of; equipment and materials which were to have been used in the manufacturing process, demobilization of the manufacturing process, demolition and removal of any stored products, plant costs and any other costs incurred by Seller as a result of the order/agreement, plus 25% for corporate overhead and profit. Seller retains all rights and remedies under the law in pursuing its interests hereunder.
- 6) Seller shall not be required to make changes in the products without having first been authorized and directed by the Purchaser and accepted by Seller in writing. Said written changes shall include the price, payment terms, and time extensions for shop drawings, approvals, manufacturing and delivery if applicable.
- 7) Prior to unloading of FOB jobsite orders/agreements, Purchaser (or Purchasers agent) shall examine each product for quantities and compliance with said order/agreement and for damages. Any noncomplying or damaged products, which cannot be incorporated into the project, shall not be unloaded by the Purchaser but shall be returned to the plant and shall be so noted upon the "Bill of Lading" in detail. Any noncomplying or damaged products, which can be repaired or corrected by Seller, after the installation of same, shall be installed by the Purchaser without delay. The Purchaser shall note in detail any quantity variations and any such noncompliance or damages upon the "Bill of Lading" which shall be acknowledged by the Purchaser (or Purchasers agent) and the transport driver. Purchaser shall immediately notify Seller of such actions and shall provide access and opportunity for Seller to make corrections at the project site. Seller shall not be liable for damages and/or backcharges for corrective work by Purchaser, or others, without acknowledgment and acceptance by Seller. If Purchaser fails to immediately notify Seller, all claims against Seller are forfeited.
- 8) Seller shall not be required to provide any type of permits, fees, and/or independent testing procedures or results. Any inspection and/or testing shall be at the expense of the Purchaser.
- 9) Delivery of products shall be as follows:
 - a) Materials shall be delivered in full truckloads. Purchaser's erection schedule shall allow for reasonable delivery times and shall provide reasonable access for delivery equipment. Seller shall not be liable for delays beyond its control.
 - b) Purchaser shall provide Seller, in writing a minimum of 10 working days in advance, a complete sequenced listing of all products to be delivered on any workday. Purchaser shall have one hour to unload each truck from the time the truck arrives at the jobsite. Purchaser shall pay Seller at the rate of \$100.00 per hour for each hour, or prorated portion thereof, any given truck that is at the jobsite longer than one hour. Dunnage provided by Seller must be returned with each truck. The Purchaser shall pay for dunnage not so returned.

- c) In every case, the Purchaser, or Purchasers agent, shall acknowledge the "Bill of Lading" with all times and notations clearly identified.
- 10) Each product manufactured under this order/agreement is a special manufactured product, which cannot be used on any other project.
 - 11) Purchaser agrees to provide suitable access, roadways or approaches to points of delivery. If suitable access, roadways, or approaches are not provided, Seller reserves the right to suspend deliveries until conditions are remedied. Purchaser will hold the Seller harmless against all liability or claim thereof for damage to the premises resulting from such delivery not caused by the willful or sole negligence of Seller's employees or agents.
 - 12) This proposal does not include sales, use, excise or other similar taxes. The Purchaser shall pay all taxes.
 - 13) This proposal includes only inserts and blockouts shown on the drawing identified in paragraph 2) to be cast into the furnished products. All other items, such as loose installation hardware, are not included unless specifically listed herein as items to be furnished.
 - 14) Seller warrants the internal stability of the structure only in accordance with the design. Global stability is the responsibility of others.
 - 15) Seller warrants that at the time of delivery, the materials delivered shall conform to this agreement and are fit for the purpose intended and are of merchantable quality. If Purchaser accepts material for delivery and does not note any damage or defective material, Seller's liability shall terminate with respect to this material accepted for installation. Seller's liability for any and all losses and damages arising out of the performance of this contract shall be limited to the replacement of defective or non-conforming material, contingent upon timely notice, and prior to installation of material. Seller will not accept any damages direct or consequential sustained by Purchaser or others arising out of the performance of this contract. Seller's liability will be limited to the cost of replacing the defective or Seller damaged material.
 - 16) Seller will not be liable for delays in delivery due to causes that are beyond its reasonable control, including but not limited to submittal delays and approval of design drawings. Such delays shall include but are not limited to strikes, fires, floods, acts of government, failure of supplier's truckers, or civil strife. In the event of such delays, the delivery schedule shall be adjusted. Such delays shall not relieve Purchaser of its obligation to accept and pay for materials under this proposal.
 - 17) Seller's liability for any breach of the terms of this agreement shall not exceed the agreement amount. In no event shall Seller be liable for incidental or consequential loss or damage. Purchaser shall be responsible for the acts of its agents and employees and will indemnify, defend, and hold Seller harmless for any and all claims damages or expenses of whatever nature arising out of or relating to any act of Purchaser's employees or agents subject to the provisions of this agreement.
 - 18) Assistance if provided by Seller is to advise the Purchaser on the proper methods for erecting the wall but Seller has no control or responsibility of the means and methods of construction. The Purchaser shall have the responsibility to erect the wall in accordance with the approved shop drawings.
 - 19) Seller assumes no responsibility or liability for soil investigation or remediation to the foundation materials underneath or adjacent to the MSE wall.
 - 20) The design and all drawings, documents, and other information supplied by Seller to the Purchaser to erect the MSE structure are proprietary to Seller and may not be disclosed to any person other than persons actually requiring such information for the purpose of the erection of the structure and may not be used for any other purpose. No copies shall be made of any such proprietary information without Seller's prior written consent.
 - 21) Seller has assumed mesh lengths to be seventy percent (70%) of the wall design height unless otherwise noted in the plans. *Seller will not be responsible for backfill quantities or determination of backfill quantities. Estimated quantities provided by Seller should be used as guidelines for purchaser's information only. Purchasers are ultimately responsible for all quantities listed in their bid proposals.* Purchaser acknowledges CIP coping required for top of wall requires a 2-foot overhang.
 - 22) Purchaser shall provide builder's risk insurance covering the MSE structure on this contract. Purchaser shall name Seller as additional insured on such policy. If Purchaser does not maintain such insurance or the amount is insufficient, Purchaser will reimburse Seller for any and all losses, which would have been recoverable, if the policy was provided. Seller will not be responsible for property damage from any cause beyond the limit and coverage provided by Seller's insurance and Purchaser agrees to hold Seller harmless including its members, employees, and managers from the cost and expenses of any such damage.
 - 23) Any dispute(s) arising out of this proposal, order and/or agreement, shall be settled by arbitration. Each party shall select one arbitrator. The two selected arbitrators shall select the rules, venue and then a third arbitrator.
 - 24) In the event of allegations, claims or litigation between the parties, the prevailing party shall be entitled to all costs and attorney's fees. The prevailing party shall be defined as that person or entity that receives one dollar (\$1.00) more than the other party.
 - 25) This proposal is contingent upon, and orders/agreements are subject to, credit approval.
 - 26) The conditions contained herein are an integral part of this proposal, shall be superior to, and included, without modification, into any other form of order or agreement issued to, or entered into with, Seller for the manufacturing and supplying of the proposed products. Seller will not accept a subcontract. Seller is a California Limited Liability Company.

Additional Terms and Conditions

1. Design Conditions

- a. The MSE wall design is based upon AASHTO LRFD MSE Design Specifications and the following conditions:
 - i. Traffic Live load and dead load not to exceed 250 PSF.
 - ii. Temporary dead load and or surcharges not to control final design life of wall or soil reinforcement density.
 - iii. Soil reinforcement length not to exceed length 70% of the wall design height.
 - iv. Soil unit weight of 135 PCF for select and retained backfill.
 - v. Seismic maximum PGA = 0.4g; the design seismic $k_h = 0.5$ PGA (not to exceed 0.20g) in accordance with AASHTO standards.
 - vi. Capacity-demand ratio (CDR) of 1.0 (LRFD), equivalent with ASD factor of safety for overturning 2.0.
 - vii. Capacity-demand ratio (CDR) of 1.0 (LRFD), equivalent with ASD factor of safety for sliding 1.5.
 - viii. The design of the internal stability of the MSE wall is based upon a minimum internal friction angle of $\phi = 34^\circ$ for the retained fill and MSE wall backfill. The friction angle of the foundation material shall not be less than $\phi = 30^\circ$.
 - ix. MSE retaining walls are based upon 75-year design life. The structural thickness of 12.00 average microns per year of sacrificial steel is included. The material to be galvanized in accordance with ASTM A123. Design life of galvanizing on soil reinforcement is 16 years. Minimum resistivity for select backfill shall be no less than 3,000 ohm-cm.
 - x. Design does not consider Cooper E-80 rail loading conditions and AREMA Design requirements.
 - xi. Capacity-demand ratio (CDR) of 1.0 (LRFD), equivalent with ASD factor of safety for pullout of soil reinforcement 1.5.
 - xii. Design for internal stability analysis of walls.
 - xiii. Does not include global stability analysis of walls.
 - xiv. Provide external stability analysis values of walls for approval by others.
 - xv. Pricing is for design Load Condition 1 (level backfill) only.

2. MSE *Plus*TM Panel Walls

- a. Vertical spacing of soil reinforcement is 30 inches (762 mm).
- b. Panel dimensions are 5' x 5'.
- c. Soil reinforcement density of 3.77 PSF is based upon an average wall height of 13.28 feet using the design condition noted herein.

3. Escalation:

- a. Material Freight is subject to fuel surcharge increase.