

PROPOSAL/CONTRACT

Proposal Number: 24352370

Proposal Date: 04/05/24

Project Name: Oronoco Township Delivered SUMMER ROCK ONLY



Milestone Contact:

Casey Bauer

casey.bauer@milestonematerials.com

507-251-7026

<p>To: Oronoco Township - Mn Attention: Jody Schroeder Po Box 324 Oronoco, MN 55960</p>	<p>A signed version of this form must be returned prior to beginning work. Email signed forms to accountsreceivable@milestonematerials.com or fax to 608-779-9182</p>
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Job Description: Oronoco Township Delivered SUMMER ROCK ONLY

Job Location: Oronoco Township, MN

Location	Material	UM	Delivery Type	Unit Price
435 Golberg Quarry	1125 CLASS 5	TON	DELIVERED	10.10
435 Golberg Quarry	1126 CLASS 5 -CY	CY	DELIVERED	13.64

Site/Location Addresses:

435 Golberg Quarry, 1331 75th Street NE, Rochester, MN 55906

530 85th Street Quarry, 3161 - 85th Street NW, Oronoco, MN 55960

Proposal/Contract Conditions:

1. Sales Tax will not be applicable to this sale
2. Bond or dues are not included in Total Unit Price.
3. A fuel surcharge does not apply to this order.
4. Supplier will test gradation during production for process control only.
5. No Winter Loading Fee applies.
6. If paid by credit card, a processing fee of up to 3% may be applied.

Notes:

Winter Ice Rock NOT Included

Private Township Residents Add \$2.50/Ton To Bid Price

Except as noted in this Proposal/Contract ("Proposal"), all prices outlined herein are valid for thirty (30) days upon signature of the Proposal through 12/31/2024. Milestone Materials reserves the right to review and adjust this Proposal if Purchaser does not approve of the Proposal within thirty (30) days.

PLEASE NOTE: Milestone Materials, at its sole discretion, may not produce quoted materials ordered nor honor any obligations such as price and availability for the quoted materials without the receipt of a signed copy of this Proposal/Contract.

Payment terms are Net 30 days from invoice date. Past due invoices are subject to 1.5% per month late payment charge.

THIS PROPOSAL IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ACCOMPANYING THIS PROPOSAL.

ACCEPTED:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Milestone Materials, a division of Mathy Construction Company

By: Casey Bauer _____

Title: Area Manager _____

Date: _____

This proposal may be withdrawn by SELLER if not accepted within 15 days of the date above and/or at any time before performance of the work hereunder upon SELLER's determination that PURCHASER is not credit worthy.

1. Any sales tax, use tax, excise tax or other tax properly assessable on any material, service or transportation charge under this contract will be added to Seller's charge.
2. Purchaser agrees to and shall pay all freight and demurrage charges, and assumes all responsibility for carriers' charges on any shipments made according to Purchaser's instructions and, in such instances, delivery occurs and title passes to Purchaser immediately.
3. Materials furnished under this contract that must comply with specifications of the contracting authority will be tested for physical properties as they pertain to the project involved, unless superseded by condition 4 on page 1. Inspection, if any, shall be made at the plant of Seller prior to shipment. Seller's responsibility for compliance with specifications shall terminate immediately after the material is loaded into the carrier's equipment at the point of origin of the shipment.
4. Railroad weights shall govern all settlements on shipments by rail. Seller's scale weights will apply on all truck and barge sales.
5. Any time the financial condition of the Purchaser becomes impaired or unsatisfactory to the Seller, Seller reserves the right to require (i) payment in advance, or (ii) security or guarantee, acceptable to Seller, that invoices will be paid when due.
6. If Purchaser fails to comply with terms of payment or with any of the other terms of sale, the Seller reserves the right to cancel the unfilled portion of the order, Purchaser remaining liable for all unpaid accounts.
7. In the event suit is brought to collect the purchase price herein, the Purchaser shall pay to the Seller, in addition to the purchase price herein contracted, all attorneys' fees, court costs and expenses in connection with the collection of any indebtedness hereunder.
8. Purchaser agrees to create stockpiles of aggregate equal to 5 days' requirements before operation begins and shall maintain stockpiles of this size during the course of construction, conditioned upon the Seller's ability to ship material at a sufficiently rapid rate to permit this to be done.
9. Purchaser shall give Seller written shipping instructions a reasonable time before shipments are to be made. Seller shall have no liability and Purchaser shall have no right in respect of delay in delivery of material or other performance or for non-performance
10. If the Purchaser fails to accept the material within the time agreed, the Seller may extend the time, but shall not be obligated to do so.
11. Purchaser may sublet any or part of any project described herein, provided however he continues to be bound by the obligations of this contract, and he must purchase such materials for the use of the subcontractor. With Seller's prior written permission, this contract may be transferred to the subcontractor.
12. The Seller reserves the right, but shall not be obligated, to furnish material from a shipping point other than the one specified herein but agrees that if a change is made in point of origin, there shall be no increase in the delivered cost to Purchaser.
13. Truck haul rates are based on shortest practical route between Seller's plant and project site. Purchaser is responsible to submit haul roads and lack of submission does not relieve Purchaser of its obligation to pay additional cost when route is set by third party. If the mileage is increased due to detour or other reasons beyond Seller's control, the rate will increase at _____ per ton mile. Purchaser agrees to provide and maintain suitable roadways or approaches to points of delivery, and if adequate and suitable roadways are not available, Seller reserves the right to stop deliveries until this condition is remedied.
14. Notwithstanding paragraph 13, any transportation rates and charges quoted are for Purchaser's convenience only and are not guaranteed by Seller.
15. Unless exempt, in accepting this Contract, Purchaser acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of Contractor. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, which is attached hereto and fully made a part of this Contract.

When applicable, Purchaser and Seller shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, Purchaser and Seller shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

16. **Where applicable. Purchaser shall be responsible for establishing and maintaining a construction zone, including but not limited to the placement of appropriate signing, barricades, and flagger persons ("Construction Zone") in the area(s) where the subject materials are to be truck spread by Seller ("Construction Zone Obligations"). Purchaser agrees to indemnify and save harmless Seller, its officers, agents, employees, affiliates, parents and subsidiaries, and each of them, from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liability in law or in equity, of every kind and nature whatsoever arising out of or in connection with Purchaser's performance or failure to perform the Construction Zone Obligations.**
17. This contract contains the entire agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, or limited orally or by any agreement between the parties unless such agreement be expressed in writing and signed by the parties hereto.