



Crane Materials International

1165 Northchase Pkwy SE Suite 300
Marietta, Georgia USA 30067-6422
770-933-8166 Fax 770-933-8363

SALES QUOTATION & ORDER FORM

DOCKS - PIERS
GANGWAYS
BRIDGES &
Rail

PAGE: Page 1 of 2
QUOTE NUMBER: 88261
QUOTE DATE: 1/31/2017
PO# OR JOB NAME:
CUSTOMER: City of Franklin TN (Parks D

Bill City of Franklin TN (Parks Dept.)
To: 109 Third Avenue South
Franklin, TN 37064

Ship City of Franklin TN (Parks Dept.)
To: 331 Franklin Road
Franklin, TN 37064

CONTACT NAME: Kevin Lindsey
OFFICE PHONE: (615) 794-2103
HOME PHONE:

FAX NO.:
CELL PHONE: () -
PAGER:

CUSTOMER NO. 37846	SALESPERSON NAME Rick Owens	Terms: Pre-Pay	TERMS STRICTLY ENFORCED 1 1/2% DELINQUENCY CHARGES			
Taxing Authority		Tax Exempt No:		Exempt		
QTY ORDERED	ITEM	Tax	Type	UM	UNIT PRICE	EXTENDED PRICE
2	Dock - Alum - Poly - 5x15'	Y	SPA	EA	3,394.44	\$6,788.88
65	42" Combination Rail with ADA Drop Downs	Y	SPA	EA	34.02	\$2,211.30
1	Freight & Handling	Y	INV	EA	1,800.00	\$1,800.00
Shipping Instructions:		Standard lead time is 60 days from acceptance and entry of order by CMI or final drawings approval. (Above lead time is for initial shipment)			Subtotal	\$10,800.18
					Sales Tax	0.00
					Total	\$10,800.18

Buyer is solely responsible for determining the effectiveness, suitability, and safety of any particular use or application of the product. Buyer is responsible for providing Seller with the product design and engineering specifications and criteria. Seller is not responsible for the installation of the product and is not responsible for delivery delays, installation rates, or any consequential damages. Any claims are governed by the applicable expressed Limited Warranty for each specific product. Seller provided Shop drawings of custom products are for fabrication approval only.

Seller complies with State and Federal material supply notification requirements on Projects.
Sales Tax Exemption Certificates must be provided at the time of order if applicable.
Attached Terms and Conditions of Sale are an integral part of this Sales Quotation and Order Form

I understand that upon signing, this SALES QUOTATION becomes my ORDER and is a binding contract once it has been accepted by CMI in Atlanta.

X

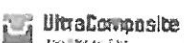
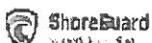
Authorized Customer Signature

Date

Customer PO#

Sales Manager Signature

Date





Crane Materials International

1165 Northchase Pkwy SE Suite 300
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COF CONTRACT NO: 2017-0037
SALES QUOTATION & ORDER FORM

DOCKS - PIERS
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PAGE: Page 2 of 2
QUOTE NUMBER: 88261
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TERMS and CONDITIONS of SALE

Product Design: Seller is responsible for designing the product in accordance with the specifications provided by the Buyer. Seller does not perform project site inspection and testing to determine product selection or criteria and therefore does not assume any Fit for Use responsibilities belonging to buyer's engineers and managers.

1. Quoted Prices: are valid for 30 Days unless specifically extended in writing by Seller.

2. Change Requests: must be in writing and acknowledged by the Seller. Additional charges may apply.

3. Drawings: Product design drawings will be provided for final customer approval. Customer signature is required in order to begin fabrication. Changes by Buyer requiring additional charges will require approval before proceeding to fabrication.

4. Sales Taxes: for States other than AL, CA, FL, GA, KY, LA, MD, MI, NC, NJ, NY, OH, TN, TX, VA, WA are the Buyer's sole responsibility to file and pay to appropriate agencies.

5. Tax Exempt Projects: An EXEMPTION CERTIFICATE is required at the time of order.

6. Shipping Charges: Seller will select method of shipment and routing unless specified by Buyer. Freight charges quoted are exclusive of any special access fees or costs or any unloading costs unless specifically noted on the quotation. Buyer will be billed for any additional charges.

7. Freight Claims: Buyer is responsible for the unloading and inspecting all products and materials upon arrival. A driver signature evidencing damages or shortage is required to file a claim with carrier.

8. Credit Card Payments: A 3% fee will be added when payment is made by credit card

9. Late Payment Charges: Late payments are subject to a 1.5% per month delinquency charge.

10. Purchase Orders: Any Buyer Terms or Conditions must be submitted for Seller approval.

11. Cancelled Orders: Cancellation Charges will be based on all costs incurred by Seller.

13. Storage Charges: Charges will apply on Orders held up by the customer from shipment.

14. Applicable Law: This transaction shall be governed by the laws of the State of Georgia, Tennessee, without giving effect to any state's choice of law rules. The choice of forum and venue shall be solely in the Courts of Williamson County, Tennessee.

Deposits / Progress Payments for GatorDock and GatorBridge custom fabricated structures

20% Deposit Required to begin design process.

40% Progress Payment Required to commence fabrication

40% Prior to shipment (unless credit has been approved prior to order placement)

CMI is not responsible for site preparation, the foundation nor the installation of the bridge and therefore cannot make recommendations, nor engineer or design any connection apparatus or system.

All Terms, Conditions and Information contained in Proposals and Submittal Packages and on Drawings are hereby incorporated as an integral part of this quotation

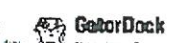
Acceptance: I agree to the above terms and conditions of this contract and the prices stated herein.

Eric S. Stuckey
Eric S. Stuckey, City Administrator
City of Franklin

3-6-2017
Date

Matthew S. Elkins
Crane Materials International
MATTHEW S. ELKINS, CONTROLLER
Date
Printed Name, Title

Approved as to Form by: Bethany Heuer
Bethany Heuer, Staff Attorney



COF Contract No. 2017-0037Addendum

1. Assignment Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Notices. Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the mail of the country where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, upon such delivery; or (d) if by facsimile transmission or electronic mail, upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other).

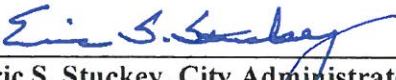
Crane Materials International
1165 Northchase Pkwy SE Suite 300
Marietta, Georgia USA 30067-6422

City of Franklin Parks Department
Suzanne Carter
405 Murfreesboro Road
Franklin, TN 37064
3. Indemnification. **Crane Materials International (CMI)** agrees to indemnify, defend, and hold the City of Franklin, Tennessee, its officers employees, agents, directors, and officials, harmless from and against legal liability for all judgments, losses, damages or expenses to the extent such judgments, losses, damages or expenses are caused by CMI's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages or expenses are caused by the joint or concurrent negligence of CMI and the City of Franklin, they shall be borne by each party in proportion to its own negligence.
4. Waiver. Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.
5. Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

COF Contract No. 2017-0037

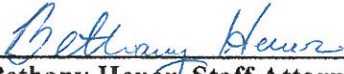
6. Entire Agreement. This Agreement constitutes the entire agreement between **Crane Materials International (CMI)** and the City of Franklin Parks Department and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.
7. Survival. These Terms and Conditions, and all provisions of this Agreement relating to the parties' obligations, rights and duties will survive the termination of this Agreement.
8. Applicable Law; Choice of Forum/Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice of law rules. The choice of forum and venue shall be solely in the Courts of Williamson County, TN.

By signing this Agreement, both parties have read and fully agree to adhere to the terms and conditions stated above.


 Eric S. Stuckey, City Administrator
 City of Franklin

3-6-2017
 Date

Approved as to Form by:


 Bethany Heuer, Staff Attorney


 Crane Materials International (CMI) /s/

2/27/17
 Date

MATTHEW S. ELKINS, CONTROLLER
 Printed Name, Title