

# Purchase Contract



## Waupaca Sand & Solutions

Division of Faulks Bros. Construction, Inc.  
E3481 Royalton St, Waupaca, WI 54981  
Ph: 715-258-8566 • Fax 715-256-3983  
www.WaupacaSand.com

Date: 11/28/2016  
To: Bridges of Poplar Creek  
Re: Bunker Project

### 1150 Tons of Morris Bunker Sand

Pre Payment Price Per Ton Delivered to Bridges of Poplar Creek at 1400 Poplar Creek Drive Hoffman Estates, IL 60169..... \$32.75 per ton

Material Deliveries would start only when the bunker project has started in 2017. The stockpile delivery pricing structure is based off delivering in 500 tons increments. We would work with Harborside to determine tonnages needed per the construction schedule and set our trucks accordingly.

#### PRICES DO NOT INCLUDE SALES TAX.

The above pricing expires on 12/30/2016. Please confirm pricing and fuel surcharges when placing your order.

- All products will be delivered to one general stockpile located on a hard compact surface and easily accessible. All delivery sites to be in good driving condition and out of flood plain.
- Deliveries to on-course dump locations or to locations other than general stockpile will be assessed an additional \$2.00 per ton.
- Deliveries requiring drivers to wait longer than their scheduled 15 minutes of unloading time for stockpile deliveries or 30 minutes of unloading time for on-course deliveries may be assessed an additional wait time rate of \$85.00 per hour.
- All changes & cancellations must be complete, specific, in writing and acknowledged by WSS a minimum of 12 hours prior to scheduled delivery time.
- All additional independent testing, when required, and the cost of shipping, is the responsibility of the Customer. All test data is to be reported on samples taken at the stockpiles in accordance with ASTM procedures.
- This contract is based on the estimated quantities as noted above.
- TERMS: Net cash. Bills are due 30 days after rendered.

Respectfully Submitted,

Chris Cameron

I accept the above pricing and General Terms hereafter. Faulks Bros. Construction, Inc, D/B/A Waupaca Sand & Solutions, is authorized to proceed with the work as described above. It is understood and agreed upon by both parties that a facsimile copy of this document bearing an original signature of the purchaser is considered an original document for all intents and purposes. This document represents a legally binding contract.

Customer Signature: Dean Bostrom Date: 12/21/16

Your Name Here: Dean Bostrom Date: 12/21/16

## GENERAL TERMS AND PROVISIONS

**TERMS:** Net cash. Bills are due 30 days after rendered. Interest at the rate of 1.5 % per month (18% per annum) from the date of the bill will be charged on any bills remaining unpaid after the due date. Checks shall be made payable to Faulks Bros. Construction, Inc.

**PRICES AND EXTRA CHARGES FOR SPECIAL SERVICES AND QUANTITIES:** All prices quoted expire on the date specified. All prices quoted are based on the specifications provided by the purchaser immediately prior to the quote. Faulks Bros. Construction, Inc. D/B/A Waupaca Sand & Solutions (WSS) reserves the right to change the prices quoted if the purchaser's order specifications for product vary from those upon which this quote is based, or due to fluctuating cost of material or fuel and may be changed without notice.

**FREIGHT:** All payable by the purchaser. Charges as specified in pricing.

**SALES/USE AND OTHER TAXES:** Any applicable sales or use (or ad valorem) taxes, or other Federal, State, County or Municipal taxes, except income and capital stock tax, imposed directly or indirectly upon WSS, applying to any product or service under this price quotation will be charged to purchaser's account, in addition to the product cost and terms specified in this quotation.

**DELIVERY SCHEDULES:** WSS will make reasonable efforts to prepare the order for shipment within the time specified after receipt of the order. However, there is no guaranty or warranty in respect to meeting required schedules and/or delivery of product by a specified date. WSS is not responsible for delays due to failure or untimeliness of transportation carriers.

**RISK AND RESPONSIBILITY:** WSS accepts no risk of loss or damage to product by wind storm, flood, hail, aircraft, riot, civil commotion, labor trouble, defense or war activities of U.S. or any state thereof, or of enemies, or any other casualty, while in transit, and WSS is not required to provide insurance coverage of any kind.

**SUITABILITY OF PRODUCT:** WSS is not responsible for defects, latent or apparent, not caused by the finishing service (including, without limitations, defects resulting in whole or in part from contamination with other substances while in transit or at the site of delivery or your designated storage area), and is are not required to inspect the product or determine its fitness for the intended use under this contract.

**CLAIMS:** No rejection or claims will be accepted or allowed by WSS if presented after ten days from the date of shipment of the product. In the event of any claim that any product sold under the terms of this quotation and orders for product are noncomplying, purchaser shall promptly notify WSS and make the product available for examination, in the same condition as it was in when delivered. Under no circumstances is product to be returned to without written approval by an authorized representative. If purchaser should fail to make that offer to WSS or to afford full opportunity for examination at a place convenient to WSS, purchaser shall not be entitled to any allowance, deduction, claim or cause of action based upon or relating to product. Product so offered to WSS, which has not been finished and delivered in compliance with the order for finishing accepted in pursuance to this contract may, at WSS's option, be replaced, or the original product may be reprocessed and redelivered in whole or part, within a reasonable time. If such product or any portion has been so replaced or reprocessed and redelivered, in conditions to comply with the finishing order, no allowance, deduction, claim or cause of action shall be made by or allowed to the purchaser, based on delay or otherwise, because of product originally delivered not complying with the finishing order. In no event shall any liability WSS may have include losses from loss of profits, or other losses, direct, indirect, consequential or contingent.

**CHANGES AND CANCELLATIONS:** All changes in orders must be complete, specific, in writing and acknowledged by WSS a minimum of 8 hours prior to scheduled delivery time. Otherwise, WSS will not be responsible for non-compliance with those changes. Customer may be required to receive order or pay for transportation back to original loading site. Cancellations of orders are valid only if accepted in writing.

**PERFORMANCE AND DELIVERY:** WSS shall incur no liability under any contract arising out of this contract, or any order based on it, for failures to perform on WSS's part resulting, directly or indirectly, from fire, explosions, floods, lockouts, strikes, riots, civil commotion, defense or war activities of the United States or any individual state or of enemies, acts of God, the public enemy, Government regulation, differences with workers, transportation delays, inability to obtain necessary supplies or any cause beyond WSS's control, whether or not similar to those described above. To the extent deemed practicable, WSS will prorate deliveries among customers. WSS will use best efforts to make prompt delivery, but WSS accepts no responsibility for delayed delivery for any reason. Deliveries of product will be deemed to have been completed when invoices are rendered showing product ready for shipment. However, this or any other agreement fixing the time of delivery shall not affect or operate as a waiver of our lien provided for this price contract.

**ARBITRATION AGREEMENT:** Any claim or controversy arising out of this quotation or any contract resulting from it or any order given in connection with it, or any related breach, shall be settled by arbitration, in the city of Waupaca, in accordance with the laws of the State of Wisconsin and pursuant to the rules, then obtaining, of the American Arbitration Association, and judgment on any award rendered in that arbitration may be entered in any court having jurisdiction. Both the purchaser and WSS consent to the jurisdiction of the Circuit Court for Waupaca County of the State of Wisconsin and further consent that any papers, notices or process, necessary or proper for the initiation or continuation of an arbitration as provided here and for the entry of judgment on an award made in arbitration may be served on either party, within or outside the State of Wisconsin by U.S. registered mail or by personal service, provided a reasonable opportunity to be heard on that matter has been granted to the party so served. Nothing contained in this price contract nor any arbitration proceedings instituted in accordance with it, nor enforcement of any award rendered pursuant to it, shall be deemed to waive, affect, or limit, in any way, any lien created in WSS's favor by operation of law, or WSS's right to enforce any such lien, or in any other manner, or the right to collect, in any other manner, sums due or coming due to WSS for the product or other services.

# Purchase Requisition

12/21/2016  
10:59 AM

Purchase Requisition No 91604968

Requested Date 12/21/2016  
Required Date  
Requested By

Department BPC

Preferred Vendor FAU348  
FAULKS BROS. CONSTRUCTION INC.  
Address E3481 HWY22 & 54  
WAUPACA, WI 54981

Req. Description SAND PURCHASE FOR BUNKER RENOVATION

Qty.	Description	GL Number 1	Unit Price	Amount
1,150	BUNKER SAND 1150 TONS	14-01-0600-1000	32.75	37,662.50
			<b>Total:</b>	37,662.50