

#16,034



A Structural Group Company



FILED FOR RECORD
at 10:55 o'clock 2 M
MAR 24 2020
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

March 17, 2020
Proposal No.: 562708

Proposal to: Hunt County, Texas
2500 Stonewall St.
Greenville, TX

Phone: 903-355-0403

Attention: Chris Kilmer herein called "Buyer"

Project: 2500 Stonewall St. Garage - Phase 2

Bid Documents: Structural Technologies condition assessment findings dated 12/9/19; onsite photos

Dear Mr. Kilmer,

Structural Technologies proposes to furnish Engineer design, labor, material, equipment and supervision to repair the intermediate post-tension button-head system at the above referenced project. Pricing is based on Freese & Nichols' direction to replace 100% of the ninety-six (96) intermediate button-head anchor locations with a new design engineered post-tensioned system. Pricing herein is based solely on Structural Technologies design. The full scope of work involved with this proposal is further defined in Attachment "A" below. This proposal shall remain open for 30 days.

Attachment "A" included herein shall be attached to and form a part of said Proposal in its entirety.

Price(s): (all applicable Taxes are in addition to the price(s) provided in this lump sum proposal)

| Item | Description | UOM | Quantity | Unit Price | Extended |
|------|---|-----|----------|---------------|---------------------|
| 1 | Design and Replacement of Intermediate Post-Tension Button-Head Anchors | LS | 1 | N/A | \$538,000.00 |
| | | | | Total: | \$538,000.00 |

Confidential: Any unauthorized use or distribution is prohibited.

Structural Technologies Proposal
March 17, 2020
Project: 2500 Stonewall St. Garage - Phase 2
Page 2 of 7

PAYMENT TERMS

10% due and payable upon execution of contract.
10% due and payable upon submission of design drawings.
Progress payments to be made every 30 days.

A quantity variance by more than 15% of those defined above will be subject to unit pricing renegotiation.

Final payment for all work shall be due and payable within 30 days upon substantial completion of Structural Technologies' work. Substantial completion will be defined as demobilization from jobsite.

Accounts past due shall bear interest at the rate of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by the prevailing law, whichever is less.

NOTWITHSTANDING REFERENCES TO DRAWINGS, PLANS, SPECIFICATIONS, OR SPECIAL CONDITIONS, IT IS UNDERSTOOD AND AGREED THAT THE "STRUCTURAL TECHNOLOGIES, LLC GENERAL TERMS AND CONDITIONS" ARE HEREBY MADE PART OF THIS PROPOSAL AND ARE THE SOLE TERMS AND CONDITIONS APPLICABLE TO THIS PROPOSAL. SHOULD THIS PROPOSAL BE NAMED IN ANY CONTRACT DOCUMENT PREPARED BY THE BUYER, THE PROVISIONS OF THIS PROPOSAL, INCLUDING THE "STRUCTURAL TECHNOLOGIES, LLC GENERAL TERMS AND CONDITIONS" SHALL GOVERN WHEREVER THEY CONFLICT WITH ANY PROVISION OF SUCH DOCUMENT.

Submitted by:

Wade Smith
Division Manager
Structural Technologies

ACCEPTANCE: The above Proposal, including all documents therein, shall constitute a Contract when executed by each party below, or when Buyer gives written or oral notice to proceed, whichever occurs first.

| | |
|--------------------------------------|------------------------------|
| BUYER: <u>Hunt Couch</u> | Structural Technologies, LLC |
| SIGN: <u>[Signature]</u> | SIGN: |
| PRINT: <u>Bobby W. Stovall</u> | PRINT: |
| TITLE: <u>County Judge</u> | TITLE: |

Structural Technologies Proposal

March 17, 2020

Project: 2500 Stonewall St. Garage - Phase 2

Page 3 of 7

SCOPE OF WORK:

- Mobilization to project site.
- Provide Engineer design and shop drawings for new post-tensioned intermediate system. Drawings will be stamped by a licensed Professional Engineer in the state of Texas.
- Replace button-head intermediate system with a new post-tensioned intermediate system at ninety-six (96) intermediate locations.
- Removal of all debris related to Structural Technologies' work to an onsite dumpster.
- Demobilize from project site.

****NOTE:** Damage and repair to button-head tendon anywhere other than at the intermediate anchors being replaced will result in incurred costs and will be addressed by change order.

DELIVERY AND SCHEDULE CONDITIONS:

- **Structural Technologies' design and sequencing will allow for keeping the garage in service for the duration of the project with limited daytime interruption. The garage will be closed in the evenings and will be re-opened to traffic each morning per the times indicated above or as negotiated with Buyer.**
- Total cost is based on Structural Technologies being able to perform its work in one move-in with unrestricted, uninterrupted job site access for the duration of Structural Technologies' work, per a mutually agreed upon schedule. Add \$4,900 for each additional move-in. A move-in is defined as commencement of work after the cessation of work for one or more days.
- On site work can commence within 20 working days of notice to proceed, execution of contract or submittal approval, whichever occurs last.
- This proposal assumes that Structural Technologies will be provided unrestricted access to the work areas during nighttime working hours (7:00 PM to 5:00 AM) Monday thru Friday.

BUYER SHALL PROVIDE AT NO COST TO STRUCTURAL TECHNOLOGIES

- Adequate location for Structural Technologies portable sanitary facility.
- Removal and reinstallation of any MEP hindering that described in the scope of work above.
- Any traffic control needed to ensure a safe work space.
- Designated area inside garage for material and equipment storage as agreed to with Buyer.
- Complete unrestricted access to all work areas.
- Costs to repair and/or replace any damages to the structure, and/or utilities except due to the negligence of Structural Technologies.
- Parking for employee service vehicles.
- All work space shall be clean, safe and conform to prevailing OSHA regulations.

EXCLUSIONS

- All applicable taxes, including sales tax.
- Permits and Fees.
- Retainage withheld from price above.
- Noise and dust control.

Structural Technologies Proposal

March 17, 2020

Project: 2500 Stonewall St. Garage - Phase 2

Page 4 of 7

- Traffic control.
- Any HUB / WMBE participation.
- OCIP / CCIP participation.
- All mechanical, electrical, plumbing, security system and fire control system work, including temporary plugging of all drains and disconnection to all utilities.
- Inspection and testing if required by buyer.
- Any hazardous waste abatement or disposal.
- Cost of bonds (other than payment and performance), permits, liquidated damages, delay damages, and consequential damages.
- Union labor and prevailing wage requirements.
- Any item not specifically included in "Scope of Work" above.

Structural Technologies Proposal
March 17, 2020
Project: 2500 Stonewall St. Garage - Phase 2
Page 5 of 7

**STRUCTURAL TECHNOLOGIES, LLC
GENERAL TERMS AND CONDITIONS**

ACCEPTANCE This Proposal may only be accepted within the time specified herein. Written or oral notice by Buyer to proceed shall constitute acceptance by Buyer of this Proposal, including these General Terms and Conditions.

DESIGN Structural Technologies, LLC (herein called "STRUCTURAL TECHNOLOGIES") shall not have any liability whatsoever for the design or details of others, and Buyer shall defend, indemnify and hold STRUCTURAL TECHNOLOGIES free and harmless of any such liability.

WORKMANSHIP OF MATERIAL STRUCTURAL TECHNOLOGIES agrees to replace any material furnished hereunder which is found to be defective or not in conformance with the contract requirements, provided, however, that all of STRUCTURAL TECHNOLOGIES' liability shall terminate with respect to any portion of its material upon approval of such portion for embedment in concrete or whenever such portion is rendered inaccessible.

INSPECTION AND TESTING The material to be furnished under this Contract shall be subject to STRUCTURAL TECHNOLOGIES' standard quality control at the place of manufacture, and any other inspection shall be at the expense of Buyer.

DELAY OR FAILURE TO PERFORM STRUCTURAL TECHNOLOGIES shall be excused for any delay or failure in performance due to an act of God, war, riot, embargo, an act of any civil or military authority, fire, flood, accident, quarantine restriction, mill condition, strike, difference with workers, delay in transportation, shortage of cars, fuel, labor, material or equipment, delay by Buyer in the approval of any redesign or shop drawing of STRUCTURAL TECHNOLOGIES, or any other cause beyond the reasonable control of STRUCTURAL TECHNOLOGIES.

CLAIMS Any claim of shortage, adjustment or correction of material furnished by STRUCTURAL TECHNOLOGIES must be made in writing and submitted to STRUCTURAL TECHNOLOGIES within five (5) days after such material has been delivered. Any such claim not so submitted is forever waived.

TERMINATION If under the terms of this Contract or the prime contract the price is to be increased through negotiation, STRUCTURAL TECHNOLOGIES shall, in the absence of agreement on a new price, have the right to terminate this Contract without any liability to Buyer.

COST AND CHARGES TO STRUCTURAL TECHNOLOGIES With respect to any work claimed to be performed by Buyer for STRUCTURAL TECHNOLOGIES' account: STRUCTURAL TECHNOLOGIES shall receive prior notice thereof; STRUCTURAL TECHNOLOGIES shall have the right to perform such work; STRUCTURAL TECHNOLOGIES shall receive written notice of the costs incurred by Buyer therefor within ten (10) days of the date such costs were incurred. If not so notified, STRUCTURAL TECHNOLOGIES shall have no liability therefor. STRUCTURAL TECHNOLOGIES hereby reserves the right to dispute any such claim of Buyer.

PERFORMANCE BOND At the request of Buyer, a performance and/or payment bond for one hundred percent (100%) of STRUCTURAL TECHNOLOGIES's work hereunder shall be provided at Buyer's expense.

TOTAL PRICE Where bid items are shown and priced separately hereon, acceptance of a part of this Proposal without acceptance of all bid items set forth shall not be effective unless specifically agreed upon in writing by STRUCTURAL TECHNOLOGIES. If Buyer receives any additional compensation from the Owner for any reason whatsoever, the portion of such compensation attributable to the labor, material or equipment provided by STRUCTURAL TECHNOLOGIES, or any damage suffered by STRUCTURAL TECHNOLOGIES, shall inure to the benefit of STRUCTURAL TECHNOLOGIES.

Unless otherwise noted, all p-s steel shall be of foreign manufacture, and Contract Price shall be based upon the duty prevailing at the date of proposal. Any additional duties shall increase the Total Price by the amount of such additional duties.

Structural Technologies Proposal

March 17, 2020

Project: 2500 Stonewall St. Garage - Phase 2

Page 6 of 7

PAYMENT If Buyer fails to make payment to STRUCTURAL TECHNOLOGIES when due, or if, in STRUCTURAL TECHNOLOGIES' sole and reasonable opinion, Buyer's ability to make future payment becomes impaired, Buyer shall be in default of this Contract, STRUCTURAL TECHNOLOGIES shall be entitled to cancel this Contract without any liability whatsoever to Buyer, and STRUCTURAL TECHNOLOGIES shall be entitled to recover from Buyer its damages. If the prime contract documents between Buyer and Owner contain more favorable terms for Buyer, these more favorable terms shall automatically become incorporated herein and shall be the basis for payment under this Contract. Buyer's failure to meet these payment terms shall be cause for STRUCTURAL TECHNOLOGIES' cancellation of this Contract.

LIABILITY OF BUYER Buyer agrees that Buyer is liable to STRUCTURAL TECHNOLOGIES for the Total Price and payment thereof as set forth in this Contract. If any progress payment or the final payment is not timely made by Owner to Buyer, regardless of the reason for non-payment, Buyer shall be liable for full and timely payment to STRUCTURAL TECHNOLOGIES. The unpaid balance of the Total Price is due and payable by Buyer to STRUCTURAL TECHNOLOGIES thirty (30) days after substantial completion by STRUCTURAL TECHNOLOGIES of its work under this Contract, defined as the stressing of STRUCTURAL TECHNOLOGIES' tendons.

INDEMNIFICATION STRUCTURAL TECHNOLOGIES and Buyer shall indemnify and save harmless one another against any liability, loss or expense incurred or suffered in consequence either of bodily injury to any person (including death), or damage to any property, to the extent due to any negligent or willful act or omission of the other or of any subcontractor thereof, or of any officer, agent or employee of the other, arising out of its work and material on or related to the project.

ATTORNEYS' FEES AND COSTS In the event any legal action arises out of this Contract, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs of suit.

INSURANCE Buyer agrees, at Buyer's option, to insure against loss from fire and extended coverage perils, Buyer's interest, including STRUCTURAL TECHNOLOGIES' interest, in the entire structure on which work of this Contract is to be done, including all property, material and supplies. If Buyer does not maintain such insurance in an adequate amount, Buyer shall reimburse STRUCTURAL TECHNOLOGIES for any loss which would have been recoverable therefrom.

STRUCTURAL TECHNOLOGIES is protected by Worker's Compensation Insurance (and/or Employers' Liability Insurance); Public Liability Insurance for Bodily Injury with limits of Two Hundred Thousand Dollars / Five Hundred Thousand Dollars (\$200,000/\$500,000); Public Liability Property Damage Insurance with limits of One Hundred Thousand Dollars / Two Hundred Thousand Dollars (\$100,000/\$200,000); and Automobile Casualty Insurance and Property Damage Insurance, and will furnish certificates evidencing such coverage upon request. If Buyer's contract or purchase order places greater responsibility upon STRUCTURAL TECHNOLOGIES or requires further insurance coverage, STRUCTURAL TECHNOLOGIES, if specifically directed in writing by Buyer, shall obtain additional insurance (if procurable) to protect STRUCTURAL TECHNOLOGIES, at Buyer's expense, but STRUCTURAL TECHNOLOGIES shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of STRUCTURAL TECHNOLOGIES' insurance, and Buyer agrees to hold STRUCTURAL TECHNOLOGIES harmless from the cost of any such damage, including all expenses related thereto.

DEWATERING Buyer shall be responsible for dewatering of all areas in or around the jobsite which might otherwise hinder the ability of STRUCTURAL TECHNOLOGIES to perform its work under this Contract.

SCHEDULE This proposal is based upon STRUCTURAL TECHNOLOGIES' timely receipt of Buyer's notice to proceed, immediate unhindered access to STRUCTURAL TECHNOLOGIES' work area, and thereafter, working normal 8-hour daytime shifts, Monday through Friday. If STRUCTURAL TECHNOLOGIES is required to work overtime, or if Buyer's preparatory work is not complete when STRUCTURAL TECHNOLOGIES's crew is on the jobsite, extra costs incurred by STRUCTURAL TECHNOLOGIES shall be paid by Buyer at STRUCTURAL TECHNOLOGIES' cost plus twenty-five percent (25%) thereof.

ADVERTISING STRUCTURAL TECHNOLOGIES shall have the right to post signs at the site, and on its heavy equipment, identifying STRUCTURAL TECHNOLOGIES with the project. Such signs shall be large enough to be clearly

Structural Technologies Proposal

March 17, 2020

Project: 2500 Stonewall St. Garage - Phase 2

Page 7 of 7

legible from nearby roads and highways. In addition, if Owner or Buyer posts a sign listing any subcontractor, STRUCTURAL TECHNOLOGIES shall also be listed.

Should Buyer provide information to any trade, professional or construction magazine in the preparation of an article on the project, Buyer shall notify STRUCTURAL TECHNOLOGIES at the time Buyer provides such information.

SAFETY Buyer agrees to indemnify and hold STRUCTURAL TECHNOLOGIES harmless for any fines, penalties, damages, attorneys' fees, or any other expense incurred as a result of Buyer's failure to comply with any federal or state OSHA regulation or any other governmental or industrial safety requirement or standard.

TIME IS OF THE ESSENCE With respect to all matters in this Proposal, time is of the essence.

16,034

structural TECHNOLOGIES

A Structural Group Company



FILED FOR RECORD
at 8:00 o'clock M
APR 15 2020
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By J. Lindenzweig

April 1, 2020
Proposal No.: 562708

Proposal to: Hunt County, Texas
2500 Stonewall St.
Greenville, TX

Phone: 903-355-0403

Attention: Chris Kilmer herein called "Buyer"

Project: 2500 Stonewall St. Garage - Phase 2

Bid Documents: Structural Technologies condition assessment
findings dated 12/9/19; onsite photos

Dear Mr. Kilmer,

Structural Technologies proposes to furnish Engineer design, labor, material, equipment and supervision to repair the intermediate post-tension button-head system at the above referenced project. Pricing is based on Freese & Nichols' direction to replace 100% of the ninety-six (96) intermediate button-head anchor locations with a new design engineered post-tensioned system. Pricing herein is based solely on Structural Technologies design. The full scope of work involved with this proposal is further defined in Attachment "A" below. This proposal shall remain open for 30 days.

Attachment "A" included herein shall be attached to and form a part of said Proposal in its entirety.

Price(s): (all applicable Taxes are in addition to the price(s) provided in this lump sum proposal)

| Item | Description | UOM | Quantity | Unit Price | Extended |
|------|---|-----|----------|---------------|---------------------|
| 1 | Design and Replacement of Intermediate Post-Tension Button-Head Anchors | LS | 1 | N/A | \$538,000.00 |
| | | | | | |
| | | | | Total: | \$538,000.00 |

Confidential: Any unauthorized use or distribution is prohibited.

Structural Technologies Proposal
April 1, 2020
Project: 2500 Stonewall St. Garage - Phase 2
Page 2 of 7

PAYMENT TERMS

10% due and payable upon execution of contract.
10% due and payable upon submission of design drawings.
Progress payments to be made every 30 days.

A quantity variance by more than 15% of those defined above will be subject to unit pricing renegotiation.

Final payment for all work shall be due and payable within 30 days upon substantial completion of Structural Technologies' work. Substantial completion will be defined as demobilization from jobsite.

Accounts past due shall bear interest at the rate of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by the prevailing law, whichever is less.

NOTWITHSTANDING REFERENCES TO DRAWINGS, PLANS, SPECIFICATIONS, OR SPECIAL CONDITIONS, IT IS UNDERSTOOD AND AGREED THAT THE "STRUCTURAL TECHNOLOGIES, LLC GENERAL TERMS AND CONDITIONS" ARE HEREBY MADE PART OF THIS PROPOSAL AND ARE THE SOLE TERMS AND CONDITIONS APPLICABLE TO THIS PROPOSAL. SHOULD THIS PROPOSAL BE NAMED IN ANY CONTRACT DOCUMENT PREPARED BY THE BUYER, THE PROVISIONS OF THIS PROPOSAL, INCLUDING THE "STRUCTURAL TECHNOLOGIES, LLC GENERAL TERMS AND CONDITIONS" SHALL GOVERN WHEREVER THEY CONFLICT WITH ANY PROVISION OF SUCH DOCUMENT.

Submitted by:

Wade Smith
Division Manager
Structural Technologies

ACCEPTANCE: The above Proposal, including all documents therein, shall constitute a Contract when executed by each party below, or when Buyer gives written or oral notice to proceed, whichever occurs first.

| | |
|-----------------------------|----------------------------------|
| BUYER: | Structural Technologies, LLC |
| SIGN: <i>Buddy Stovall</i> | SIGN: <i>[Signature]</i> |
| PRINT: <i>Buddy Stovall</i> | PRINT: <i>Buddy Stovall</i> |
| TITLE: <i>County Judge</i> | TITLE: <i>Secretary of Texas</i> |

Structural Technologies Proposal
April 1, 2020
Project: 2500 Stonewall St. Garage - Phase 2
Page 3 of 7

SCOPE OF WORK:

- Mobilization to project site.
- Provide Engineer design and shop drawings for new post-tensioned intermediate system. Drawings will be stamped by a licensed Professional Engineer in the state of Texas.
- Replace button-head intermediate system with a new post-tensioned intermediate system at ninety-six (96) intermediate locations.
- Removal of all debris related to Structural Technologies' work to an onsite dumpster.
- Demobilize from project site.

****NOTE:** Damage and repair to button-head tendon anywhere other than at the intermediate anchors being replaced will result in incurred costs and will be addressed by change order.

DELIVERY AND SCHEDULE CONDITIONS:

- **Structural Technologies' design and sequencing will allow for keeping the garage in service for the duration of the project with limited daytime interruption. The garage will be closed in the evenings and will be re-opened to traffic each morning per the times indicated above or as negotiated with Buyer.**
- Total cost is based on Structural Technologies being able to perform its work in one move-in with unrestricted, uninterrupted job site access for the duration of Structural Technologies' work, per a mutually agreed upon schedule. Add \$4,900 for each additional move-in. A move-in is defined as commencement of work after the cessation of work for one or more days.
- On site work can commence within 20 working days of notice to proceed, execution of contract or submittal approval, whichever occurs last.
- This proposal assumes that Structural Technologies will be provided unrestricted access to the work areas during nighttime working hours (7:00 PM to 5:00 AM) Monday thru Friday.
- **Structural Technologies will not begin onsite work on the garage repairs (per this agreement) until receiving a written directive from Hunt County.**
- Stored materials will be billable upon receipt and will be stored at Structural Technologies warehouse.

BUYER SHALL PROVIDE AT NO COST TO STRUCTURAL TECHNOLOGIES

- Adequate onsite location to stage Structural Technologies portable sanitary facility.
- Removal and reinstallation of any MEP hindering that described in the scope of work above.
- Any traffic control needed to ensure a safe work space.
- Designated area inside garage for material and equipment storage as agreed to with Buyer.
- Complete unrestricted access to all work areas.
- Costs to repair and/or replace any damages to the structure, and/or utilities except due to the negligence of Structural Technologies.
- Parking for employee service vehicles.
- All work space shall be clean, safe and conform to prevailing OSHA regulations.

Structural Technologies Proposal
April 1, 2020
Project: 2500 Stonewall St. Garage - Phase 2
Page 4 of 7

EXCLUSIONS

- All applicable taxes, including sales tax.
- Permits and Fees.
- Retainage withheld from price above.
- Noise and dust control.
- Traffic control.
- Any HUB / WMBE participation.
- OCIP / CCIP participation.
- All mechanical, electrical, plumbing, security system and fire control system work, including temporary plugging of all drains and disconnection to all utilities.
- Inspection and testing if required by buyer.
- Any hazardous waste abatement or disposal.
- Cost of bonds (other than payment and performance), permits, liquidated damages, delay damages, and consequential damages.
- Union labor and prevailing wage requirements.
- Any item not specifically included in "Scope of Work" above.

Structural Technologies Proposal
April 1, 2020
Project: 2500 Stonewall St. Garage - Phase 2
Page 5 of 7

**STRUCTURAL TECHNOLOGIES, LLC
GENERAL TERMS AND CONDITIONS**

ACCEPTANCE This Proposal may only be accepted within the time specified herein. Written or oral notice by Buyer to proceed shall constitute acceptance by Buyer of this Proposal, including these General Terms and Conditions.

DESIGN Structural Technologies, LLC (herein called "STRUCTURAL TECHNOLOGIES") shall not have any liability whatsoever for the design or details of others, and Buyer shall defend, indemnify and hold STRUCTURAL TECHNOLOGIES free and harmless of any such liability.

WORKMANSHIP OF MATERIAL STRUCTURAL TECHNOLOGIES agrees to replace any material furnished hereunder which is found to be defective or not in conformance with the contract requirements, provided, however, that all of STRUCTURAL TECHNOLOGIES' liability shall terminate with respect to any portion of its material upon approval of such portion for embedment in concrete or whenever such portion is rendered inaccessible.

INSPECTION AND TESTING The material to be furnished under this Contract shall be subject to STRUCTURAL TECHNOLOGIES' standard quality control at the place of manufacture, and any other inspection shall be at the expense of Buyer.

DELAY OR FAILURE TO PERFORM STRUCTURAL TECHNOLOGIES shall be excused for any delay or failure in performance due to an act of God, war, riot, embargo, an act of any civil or military authority, fire, flood, accident, quarantine restriction, mill condition, strike, difference with workers, delay in transportation, shortage of cars, fuel, labor, material or equipment, delay by Buyer in the approval of any redesign or shop drawing of STRUCTURAL TECHNOLOGIES, or any other cause beyond the reasonable control of STRUCTURAL TECHNOLOGIES.

CLAIMS Any claim of shortage, adjustment or correction of material furnished by STRUCTURAL TECHNOLOGIES must be made in writing and submitted to STRUCTURAL TECHNOLOGIES within five (5) days after such material has been delivered. Any such claim not so submitted is forever waived.

TERMINATION If under the terms of this Contract or the prime contract the price is to be increased through negotiation, STRUCTURAL TECHNOLOGIES shall, in the absence of agreement on a new price, have the right to terminate this Contract without any liability to Buyer.

COST AND CHARGES TO STRUCTURAL TECHNOLOGIES With respect to any work claimed to be performed by Buyer for STRUCTURAL TECHNOLOGIES' account: STRUCTURAL TECHNOLOGIES shall receive prior notice thereof; STRUCTURAL TECHNOLOGIES shall have the right to perform such work; STRUCTURAL TECHNOLOGIES shall receive written notice of the costs incurred by Buyer therefor within ten (10) days of the date such costs were incurred. If not so notified, STRUCTURAL TECHNOLOGIES shall have no liability therefor. STRUCTURAL TECHNOLOGIES hereby reserves the right to dispute any such claim of Buyer.

PERFORMANCE BOND At the request of Buyer, a performance and/or payment bond for one hundred percent (100%) of STRUCTURAL TECHNOLOGIES's work hereunder shall be provided at Buyer's expense.

TOTAL PRICE Where bid items are shown and priced separately hereon, acceptance of a part of this Proposal without acceptance of all bid items set forth shall not be effective unless specifically agreed upon in writing by STRUCTURAL TECHNOLOGIES. If Buyer receives any additional compensation from the Owner for any reason whatsoever, the portion of such compensation attributable to the labor, material or equipment provided by STRUCTURAL TECHNOLOGIES, or any damage suffered by STRUCTURAL TECHNOLOGIES, shall inure to the benefit of STRUCTURAL TECHNOLOGIES.

Unless otherwise noted, all p-s steel shall be of foreign manufacture, and Contract Price shall be based upon the duty prevailing at the date of proposal. Any additional duties shall increase the Total Price by the amount of such additional duties.

Structural Technologies Proposal
April 1, 2020
Project: 2500 Stonewall St. Garage - Phase 2
Page 6 of 7

PAYMENT If Buyer fails to make payment to STRUCTURAL TECHNOLOGIES when due, or if, in STRUCTURAL TECHNOLOGIES' sole and reasonable opinion, Buyer's ability to make future payment becomes impaired, Buyer shall be in default of this Contract, STRUCTURAL TECHNOLOGIES shall be entitled to cancel this Contract without any liability whatsoever to Buyer, and STRUCTURAL TECHNOLOGIES shall be entitled to recover from Buyer its damages. If the prime contract documents between Buyer and Owner contain more favorable terms for Buyer, these more favorable terms shall automatically become incorporated herein and shall be the basis for payment under this Contract. Buyer's failure to meet these payment terms shall be cause for STRUCTURAL TECHNOLOGIES' cancellation of this Contract.

LIABILITY OF BUYER Buyer agrees that Buyer is liable to STRUCTURAL TECHNOLOGIES for the Total Price and payment thereof as set forth in this Contract. If any progress payment or the final payment is not timely made by Owner to Buyer, regardless of the reason for non-payment, Buyer shall be liable for full and timely payment to STRUCTURAL TECHNOLOGIES. The unpaid balance of the Total Price is due and payable by Buyer to STRUCTURAL TECHNOLOGIES thirty (30) days after substantial completion by STRUCTURAL TECHNOLOGIES of its work under this Contract, defined as the stressing of STRUCTURAL TECHNOLOGIES' tendons.

INDEMNIFICATION STRUCTURAL TECHNOLOGIES and Buyer shall indemnify and save harmless one another against any liability, loss or expense incurred or suffered in consequence either of bodily injury to any person (including death), or damage to any property, to the extent due to any negligent or willful act or omission of the other or of any subcontractor thereof, or of any officer, agent or employee of the other, arising out of its work and material on or related to the project.

ATTORNEYS' FEES AND COSTS In the event any legal action arises out of this Contract, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs of suit.

INSURANCE Buyer agrees, at Buyer's option, to insure against loss from fire and extended coverage perils, Buyer's interest, including STRUCTURAL TECHNOLOGIES' interest, in the entire structure on which work of this Contract is to be done, including all property, material and supplies. If Buyer does not maintain such insurance in an adequate amount, Buyer shall reimburse STRUCTURAL TECHNOLOGIES for any loss which would have been recoverable therefrom.

STRUCTURAL TECHNOLOGIES is protected by Worker's Compensation Insurance (and/or Employers' Liability Insurance); Public Liability Insurance for Bodily Injury with limits of Two Hundred Thousand Dollars / Five Hundred Thousand Dollars (\$200,000/\$500,000); Public Liability Property Damage Insurance with limits of One Hundred Thousand Dollars / Two Hundred Thousand Dollars (\$100,000/\$200,000); and Automobile Casualty Insurance and Property Damage Insurance, and will furnish certificates evidencing such coverage upon request. If Buyer's contract or purchase order places greater responsibility upon STRUCTURAL TECHNOLOGIES or requires further insurance coverage, STRUCTURAL TECHNOLOGIES, if specifically directed in writing by Buyer, shall obtain additional insurance (if procurable) to protect STRUCTURAL TECHNOLOGIES, at Buyer's expense, but STRUCTURAL TECHNOLOGIES shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of STRUCTURAL TECHNOLOGIES' insurance, and Buyer agrees to hold STRUCTURAL TECHNOLOGIES harmless from the cost of any such damage, including all expenses related thereto.

DEWATERING Buyer shall be responsible for dewatering of all areas in or around the jobsite which might otherwise hinder the ability of STRUCTURAL TECHNOLOGIES to perform its work under this Contract.

SCHEDULE This proposal is based upon STRUCTURAL TECHNOLOGIES' timely receipt of Buyer's notice to proceed, immediate unhindered access to STRUCTURAL TECHNOLOGIES' work area, and thereafter, working normal 8-hour daytime shifts, Monday through Friday. If STRUCTURAL TECHNOLOGIES is required to work overtime, or if Buyer's preparatory work is not complete when STRUCTURAL TECHNOLOGIES's crew is on the jobsite, extra costs incurred by STRUCTURAL TECHNOLOGIES shall be paid by Buyer at STRUCTURAL TECHNOLOGIES' cost plus twenty-five percent (25%) thereof.

ADVERTISING STRUCTURAL TECHNOLOGIES shall have the right to post signs at the site, and on its heavy equipment, identifying STRUCTURAL TECHNOLOGIES with the project. Such signs shall be large enough to be clearly

Structural Technologies Proposal

April 1, 2020

Project: 2500 Stonewall St. Garage - Phase 2

Page 7 of 7

legible from nearby roads and highways. In addition, if Owner or Buyer posts a sign listing any subcontractor, STRUCTURAL TECHNOLOGIES shall also be listed.

Should Buyer provide information to any trade, professional or construction magazine in the preparation of an article on the project, Buyer shall notify STRUCTURAL TECHNOLOGIES at the time Buyer provides such information.

SAFETY Buyer agrees to indemnify and hold STRUCTURAL TECHNOLOGIES harmless for any fines, penalties, damages, attorneys' fees, or any other expense incurred as a result of Buyer's failure to comply with any federal or state OSHA regulation or any other governmental or industrial safety requirement or standard.

TIME IS OF THE ESSENCE With respect to all matters in this Proposal, time is of the essence.