

ADDITIONAL TERMS AND CONDITIONS

- 1.0 LIMITS OF PROJECT WORK SITE** The Contractor shall perform Work only within locations allowed by the Agreement Plan, applicable permits and law.
- 2.0 PROJECT SITE VISIT** The Contractor acknowledges that it has visited, or has had the opportunity to visit, the Project site to visually inspect the general and local conditions which could affect the Project.
- 3.0 CONTRACTOR'S REPRESENTATIVE** The Contractor's authorized representative is John DeRienzo who shall possess full authority to receive instructions from Owner and to act on those instructions. The Contractor shall notify the Owner in writing of a change in the designation of the Contractor's Representative.
- 4.0 PROFESSIONAL SERVICES** The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless the Contractor needs to provide such services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures. If professional services are required of Contractor, the Owner shall indicate all performance and design criteria to be satisfied. The Contractor shall not be responsible for the adequacy of such performance and design criteria. The Contractor shall not be required to provide such services in violation of existing laws, rules and regulations where the Project is located.
- 5.0 CUTTING, FITTING AND PATCHING** Contractor shall perform cutting, filling and patching, if required, necessary to coordinate the various parts of the Project and to prepare its project work for the work of the Owner or Others. Cutting, patching or altering the work of the Owner or Others shall be done with the prior written approval of the Owner. Such approval shall not be unreasonably withheld.
- 6.0 CLEANING UP** The Contractor shall regularly remove debris and waste materials at the project worksite resulting from the Contractor's activities. Prior to discontinuing work in the Project area, Contractor shall clean the area. Contractor shall minimize and to his best ability confine dust and debris resulting from construction activities. However the Owner hereby acknowledges that these types of construction activities due to their nature results in dust and that said dust can, even with the best of the Contractor's efforts, spread into other areas of the structure. At completion, Contractor shall remove all equipment, tools, surplus materials, waste and debris generated from his activities.
- 7.0 ONSITE CONTAINER** Contractor will provide a refuse container on site to store the materials removed from the building. The refuse container will be stored in a location agreeable to the Contractor and Owner. The Contractor agrees to take all necessary precautions to minimize any damage to the area that the container will rest during the construction activities. However, the Contractor cannot guarantee that due to the weight of materials within the container, weather and/or unstable base that some depressions in the parking lot or driveway may occur. Additionally, the Contractor takes no responsibility for any such damage or associated costs to repair such damages.
- 8.0 MATERIALS FURNISHED BY OWNER** In the event the Work includes installation of materials or equipment furnished by Owner, it shall be the responsibility of the Contractor to examine the items so provided and thereupon handle, store and install items with such skill and care as to provide a satisfactory and proper installation. Any defects discovered in such materials or equipment shall be reported at once to the Owner. Following receipt of written notice from the Contractor of defects, the Owner shall promptly inform the Contractor

what action, if any, the Contractor shall take with regard to the defects.

8.1 The liability of the Contractor for defective materials or installation is hereby limited to the replacement or correction of said defective material or installation and no other claims or demands whatsoever shall be made upon or allowed against the Contractor provided that the defect was not due to Contractor's gross negligence.

8.2 In the event of such a defect in workmanship or materials hereunder, contractor will repair or replace same, at its sole discretion, in order to obtain performance of this warranty, the customer(s) shall immediately contact contractor in writing and cooperate fully in supplying any necessary information and access to the premises during normal business hours.

9.0 CORRECTION OF WORK WITHIN ONE YEAR If prior to substantial completion and within one year after the date of substantial completion any defective work (not in compliance with the Agreement Plan) is found, the Owner shall promptly notify the Contractor in writing. Unless the owner provides written acceptance of the condition, the Contractor shall promptly correct the defective work. If within the one-year correction period the Owner discovers and does not promptly notify the Contractor or give Contractor an opportunity to test and/or correct defective work as reasonably requested by the Contractor, the Owner waives the Contractor's obligations to correct the defective work as well as the Owner's right to claim a breach of warranty with respect to that defective work

10.0 EMERGENCIES In an emergency, the Contractor shall act in a reasonable manner to prevent personal injury or property damage. If appropriate, an equitable adjustment in the contract price or date of final completion shall be determined in a Change Order.

11.0. HAZARDOUS MATERIALS A Hazardous material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or cleanup. The Contractor shall not be obligated to commence or continue work until any Hazardous Material discovered at the site has been removed, rendered or determined to be harmless by the Owner as certified by an independent laboratory and approved by the appropriate government agency. If the Contractor encounters asbestos or any other hazardous material, the Owner acknowledges that any work associated with the disturbance, removal or transportation of these items, requires special procedures and/or licenses. Therefore, if the Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or do the work at the Contractor's option. Said work shall be treated as an extra under the Agreement. If the Contractor incurs additional costs and/or is delayed due to the presence or remediation of hazardous material, the Contractor shall be entitled to an equitable adjustment in the contract price and/or date of final completion.

12.0. CONCEALED OR UNKNOWN WORKSITE CONDITIONS If the conditions at the Project site are subsurface or other physical conditions which are materially different from those indicated in the Agreement Plan, or unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Project work provided for in the Agreement Plan, the Contractor shall stop work and give immediate written notice of the condition to the Owner. Any change in the contract price or date of final completion shall be determined as a Change Order. The Contractor shall provide the Owner with written notice of any claim as a result of unknown conditions within seven (7) days after occurrence.

13.0. ITEMS EXCLUDED Unless specifically agreed upon in writing between Owner and Contractor and made part of this Agreement, the following items are excluded from this Agreement and will be considered additional work and shall be dealt with as herein provided for under Changes in Agreement.

13.1 Electrical service, other than addition of circuit breakers or fuse blocks to distribute electric current to new outlets.

13.2 Rerouting, relocating or replacing vents, pipes, ducts or conduits not shown or those encountered during construction or changes required to existing wires, vents, pipes, ducts, or conduits in areas undisturbed by construction.

13.3 Any corrective work required for insect damage or dry rot.

13.4 Changes or alterations from the specifications, which may be required by any public body, utility, or inspector.

14.0 EXISTING VIOLATIONS AND CONDITIONS Contractor shall not be held responsible for any existing violation of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Contractor is not responsible for any abnormal or unusual pre-existing conditions or any unusual plumbing, electrical, insulation or other condition encountered. Correction of such violations or abnormal conditions by the Contractor shall be considered additional work and shall be dealt with herein as a Change in the Agreement.

15.0 EXISTING ELECTRICAL SERVICE Unless specified elsewhere, existing wiring and electrical systems are represented by the Owner as adequate to carry load for existing structure and work to be performed herein.

16.0 OWNER'S RESPONSIBILITIES

16.1 Any information or services to be provided by the Owner shall be provided in a timely manner so as not to delay the Project.

16.2 Owner represents that this is a cash transaction wherein no financing is contemplated and Contractor acts in reliance on said representation.

16.3 Legal access to the subject premises will be required from the Owner to the Contractor. The Owner acknowledges that Access will be required during off hours and weekends.

16.4 The Owner reserves the right to perform work related to the project but which is not a part of this Agreement, and to award separate contracts in connection with other portions of the project not detailed in this Agreement. All contractors and subcontractors shall be afforded reasonable opportunity for the storage of materials and equipment by the Owner and by each other. Any costs arising by defective or ill-tuned work shall be borne by the responsible party.

16.5 The Owner is responsible to box all personal items from prior to the start of activities. Boxes should be sealed and clearly marked. Personal items of value should be removed.

17.0 SUBCONTRACTS The Contractor agrees to bind every Subcontractor to all provisions of this Agreement and the Agreement Plan as they apply to the Subcontractor's portion of the work.

- 18.0 LIMITATIONS** No legal action of any character arising from or related to this Agreement, or the performance thereof shall be commenced by either party against the other more than one year after completion of the project or cessation of work under this Agreement.
- 19.0 DAMAGE OR DESTRUCTION** If the project, or any portion of it, is destroyed or damaged by fire, storm, flood, theft, or other disaster or accidents, any work done by the Contractor to rebuild, etc., shall be paid for by the Owner as an Extra and dealt with as herein provided under Change in the Agreement. In the event of any of the above occurrences, if the cost of replacement work, for work already done by the Contractor, exceeds twenty (20%) of the Agreement price, the Owner has the option to cancel the Agreement but, if the Owner cancels, the Contractor shall be paid for all costs incurred plus Contractor's usual and customary charges pursuant to the Agreement for all work performed by Contractor to date of cancellation.
- 20. JOINT DRAFTING** The parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.