

21102



Quote Date: 4/19/2021

Quote No.: MC21-0325

Job No.:

**Customer:**

City of San Luis  
1090 E. Union Street  
San Luis, AZ 85349  
Phone: 928-341-8577 #2044  
Cell Ph:  
Fax:  
Email: rod@thompsonarch.com  
jeinwaechter@sanluis.gov

Customer Representative: James Einwaechter  
Bunger Representative: Mark Corrigan  
mark@bungersteel.com

PER THOMPSON DRAWINGS DATED 3-19

**Project Name and Location:**

San Luis Fleet Maintenance

San Luis, AZ  
County: YUMA COUNTY  
Building End Use:  
Permit From: YUMA COUNTY  
Building Category: 2  
Delivery of Plans to Customer:

Pick Up  
 UPS To:  
ADDRESS  
CITY, STATE

**CONTRACT PROPOSAL**

**BUILDING SPECIFICATIONS**

Width (Ft).....	50	Length (Ft).....	140
Eave Height Front (Ft)...	23	Eave Height Rear (Ft)....	23
Roof Slope Front.....	1.0:12	Roof Slope Rear.....	1.0:12
Peak Offset (Ft).....	25		
Bay Spacing (Ft).....	5 at 28		
Interior Frame(S).....	5 rigid frames, clear span		
Left Endwall Frame.....	Rigid	Left Rigid End Frame Offset.....	N/A
Right Endwall Frame.....	Bearing	Right Rigid End Frame Offset.....	N/A
<small>(Bearing is non-expandable Post &amp; Beam, Rigid End Frame is non-expandable, unless noted otherwise.)</small>			
Left Endwall Girts.....	Flush	Left Endwall Bracing.....	Rigid Frame
Front Sidewall Girts.....	Bypass	Front Sidewall Bracing.....	Wind Bents
Right Endwall Girts.....	Flush	Right Endwall Bracing.....	Rigid Frame
Back Sidewall Girts.....	Bypass	Back Sidewall Bracing.....	Wind Bents
<small>(Not Applicable If Building Is Cover Only)</small>			
		Roof Bracing.....	Cable Diagonal Bracing

**Customer to Verify : LOAD SPECIFICATIONS, CODE: IBC 18**

Roof Dead Load (psf).....	2.5	Collateral Load (psf).....	8	Occupancy Category....	II
Roof Snow Load (psf).....	0	Roof Live Load (psf).....	20	Live Load Reduction.....	No
Wind Speed (mph).....	99	Wind Exposure.....	C	Importance Factor.....	1.00
Building Type.....	Closed				
Seismic Zone.....	D	Seismic Coefficient.....	0.882	Importance Factor.....	1.00
Rigid Frame Deflection Limits:		Vertical.....	180	Horizontal.....	60
Wall Girt Deflection Limits:		Vertical.....	n/a	Horizontal.....	90
Roof Purlin Deflection Limits:		Live Load.....	180	Wind Load.....	150



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Quote No. MC21-0325

CONTRACT PROPOSAL - continued

STRUCTURAL CALCULATIONS AND DRAWINGS

Approval Drawings.....	4 sets (sealed by licensed PE)	*** Please fill out the attached 'Foundation Design Information Form' if Foundation design is provided by Bunger Steel, Inc.
Structural Calculations.....	2 sets (sealed by licensed PE)	
Foundation Engineering.....	not included	

If buyer desires Bunger, Inc. to prepare Foundation Engineering, buyer shall provide Bunger with a copy of the soils report for Bunger's review pursuant to the provisions in IBC 09, Section 1802.1. It is entirely owner's or owner's representative responsibility to provide Bunger a copy of soils report for foundation design. In absence of soil's report, Bunger will design the foundation based on Non-Expansive soils per minimum allowable loads per IBC Table 1804.2 for class 5 material.

Is Soils Report available? Yes No

INCLUSIONS AND EXCLUSIONS

<b>Unloading &amp; Erection</b>	<b>Not Included.</b>	<b>Foundation Design Drawings BY OTHERS</b>
Anchor Bolts aren't included.		<b>Job Site Delivery IS INCLUDED</b>
Overhead Doors aren't included.		Plan Review & Permit Fees aren't included.
		Acquisition of Permits isn't included.
		Performance Bond isn't included.
		Site Preparation isn't included.
		Site Plan by Customer.
		Architectural Plans by Customer.
		Anchor Bolts aren't Included.
		Interior Finish Work isn't included.
		Plumbing Work isn't included.
		H.V.A.C. Work isn't included.
		Electrical Work isn't included.

"The Approval Drawings and Construction Drawings are not drawn to scale. Some Permitting Authorities may or may not require scaled drawings. It is the Owners responsibility to verify from their Permitting Authority that scaled drawings are a requirement. It is also the Owners responsibility to acquire these drawings at their expense or contract with Bunger Steel Inc. to provide them for an additional fee".

ACCEPTANCE OF PROPOSAL AND CONFIRMATION OF CONTRACT

We hereby propose to furnish the material in accordance with the specifications above for the sum of:

THIS QUOTE EXPIRES: 10 DAYS FROM THE DATED DATE.

AZ5000 REQUIRED FOR TAX EXEMPTION

AZ5000

Building Price:	\$103,208.00
Sales Tax:	\$0.00
<b>Grand Total</b>	<b>\$103,208.00</b>
Deposit Due With Order	\$15,482.00
Amount Due Upon Release to Fab:	\$51,604.00
(Applicable If Erection of Building Included) Amount Due Upon Concrete Completion:	\$0.00
(Cashier's Check Required) Amount Due Upon Offered Delivery of Building:	\$36,122.00
(Applicable If Erection of Building Included) Balance Due Upon Final Completion:	N/A

BUNGER STEEL, INC. IS BASING THIS PROPOSAL AND PURCHASE ORDER ON DESIGN CRITERIA AS INDICATED HEREIN. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY THESE CRITERIA WITH THEIR BUILDING OFFICIALS. IF THE DESIGN CRITERIA ARE CHANGED, THE PRICE IS SUBJECT TO CHANGE. UNLESS SPECIFICALLY STATED OTHERWISE; BUNGER STEEL, INC. IS FURNISHING ITS STANDARD DESIGN, DETAILS AND MATERIALS AND WILL NOT BE RESPONSIBLE FOR ANY REQUIREMENTS NOT SHOWN HEREON. SEE ATTACHED TERMS AND CONDITIONS AND ADDENDA A. BY EXECUTING THIS CONTRACT PROPOSAL, THE UNDERSIGNED BUYER HEREBY AGREES TO ALL OF THE GENERAL TERMS AND CONDITIONS CONTAINED AND ATTACHED HEREIN AND AGREES THAT THE CONTRACT PROPOSAL IS ACCEPTED AS A BINDING CONTRACT. THIS CONTRACT IS VALID ONLY WHEN SIGNED AND ACCEPTED BY AN OFFICER OF BUNGER, INC.

X [Signature] 04/29/21  
 Customer Signature Date

[Signature] Proj Director  
 Print Name Title

CONTRACT ACCEPTED:  
[Signature] 5/12/2021  
 Bunger, Inc., Officer Signature Date

B. BUNGER [Signature]  
 Print Name Title

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Revision Date: 7/17/2014

TERMS AND CONDITIONS

A deposit is due with signed order. The building will not be scheduled into engineering until the deposit, the signed **PROPOSAL & PURCHASE ORDER**, and supporting documents are received and accepted by **BUNGER STEEL, INC.**

A release to fabricate payment is due upon the return of the signed approval drawings. The building will not be scheduled for fabrication until both the payment and the signed approval drawings are received and accepted by **BUNGER STEEL, INC.**

While **BSI (Bunger Steel, Inc.)** may or may not have had in their possession, the Architectural Drawings prior to quoting this job, **BSI** prepared to generate the Metal Building Drawings to the best of **BSI's** interpretation of such drawings. However it is the sole responsibility of the contracting party, whose name appears on the **Proposal & Purchase Order**, the General Contractor, if applicable, the Architect of Record and the End User to verify that the **Proposal & Purchase Order** and especially, but not limited to, the Metal Building Drawings as generated and provided by **BSI** are in conformity to the End Users needs and especially to the Architectural Drawings. **BSI** will prepare the Metal Building Drawings and the **Proposal & Purchase Order** to its best interpretation of the Architectural Drawings and the intent of the End Users needs. Any changes to the Architectural Drawings that impact what **BSI** has designed after signing of **Proposal & Purchase Order** will result in a **Change Order**, and possible cost increases to the original contract, to be approved by signature, of the contracting party prior to any additional work commencement.

Payment in full is due upon offered delivery and shall be by cashiers check. Conditional Lien Releases are available upon request. Unconditional Lien Releases shall be issued only after final payment has been received and cleared the bank.

As a courtesy, **BSI** will store the building materials described in this contract at no charge for up to two weeks after your building delivery is offered. After two weeks (2) from offered delivery, storage fees will accrue based on \$350.00 per month, per truck-load of steel, with a \$350.00 minimum. These charges will be added to the final delivery invoice of your building. Should **BSI** have to store materials for a time period in excess of 60 days, **BSI** shall be relieved of any material blemishes otherwise protected under our standard warranty. **BSI** also reserves the right to liquidate any building materials stored over 60 days. Should the building be liquidated, replacement materials will be subject to applicable mill price increases and will be at the expense of the customer.

Interest at 1 1/2% per month or 18% yearly for any delays beyond the terms as set forth in our **PROPOSAL & PURCHASE ORDER** plus a \$150.00 administrative late fee will be charged on all late payments.

Any price increases sustained by **BUNGER STEEL, INC.** after the signing of the contract and before the delivery date, will be passed on to the customer at **BUNGER STEEL, INC's** cost plus 15%.

Customer will forfeit any payments made on the order if he cancels the order for any reason other than breach by **BUNGER STEEL, INC.**

This shall be construed and enforced under the laws of the state of Arizona. This shall be binding upon and inure to the benefit of the heirs, executors, administrators and successors in the interest and assigns of the parties hereto.

If either party hires an attorney to enforce any provision of this or files a lawsuit against the other for damages sustained by reason of its breach, the party prevailing in such action shall be entitled to receive it's reasonable attorney's fees and costs as awarded by the court.

If the sales tax rate is increased by the taxing authority and the increase is enforced on this building, the cost of this increase will be paid by the customer.

Some Standing Seam roof systems may require the rental of a field seaming tool that is not included in our price. Rental rates are; Delivery & Pickup: \$300.00, Weekly Rental: \$150.00, Monthly Rental: \$500.00.

Special field inspection may be required by your permitting authority. The supplying of sealed engineering data and drawings for the metal building system does not imply or constitute an agreement that **BUNGER STEEL, INC.** or it's design engineer is acting as the engineer of record or design professional for a construction project.

Customer is to review the Shipping Manifest with the truck driver at the time of delivery and verify all material is received as to type and quantity listed on the Shipping Manifest. **BUNGER STEEL, INC.** will not be responsible for replacing any materials signed for as received at time of delivery. If **BUNGER STEEL, INC.** has not shipped all items indicated on Shipping Manifest or if items necessary to provide a complete building system have not been provided or listed on the Shipping Manifest, **BUNGER STEEL, INC.** will provide these items F.O.B. job site at no charge.

Shipment should be thoroughly inspected at the time of delivery. If there are damages, be sure this is noted on the Bill Of Lading before signing for shipment. Notification of concealed damage must be made within fifteen (15) days after delivery is made. If building was

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... sold F.O.B. BUNGER STEEL, INC. and shipped via common carrier, BUNGER STEEL, INC. will make every effort to assist in tracing shortages or resolving shipping damage. If a claim is filed, it must be done, in all cases by the consignee. Any replacement material will be produced as a new order and invoiced with standard payment terms.

Any corrections of misfabrications or material purchases for shorted material must be approved by and/or performed as directed by BUNGER STEEL, INC. Any charges for field work to correct misfabrications or to provide shorted materials must be approved by BUNGER STEEL, INC. in writing prior to work being done or material being purchased. BUNGER STEEL, INC. may at its option, authorize the work performed or material purchased by the customer, or it may perform the work or supply the material itself. BUNGER STEEL, INC. is not liable for any consequential damages incurred due to misfabrication, shorted materials or delays in schedules.

Bunger Steel, Inc. furnishes secondary framing (roof purlins, wall girts and framed opening members) that have a red primer finish and may have a paraffin coating that will require either preparation or a specific formula of paint for proper adhesion for any finish paint coating system. See your BSI representative for acceptable formulas. All red primer finished material is intended as a primer only and not finish paint. Scratches and scrapes of the primer paint during loading, unloading, and erection is an acceptable condition.

**IT IS THE CUSTOMER'S RESPONSIBILITY TO OBTAIN EXPERIENCED PERSONNEL, PROPER TOOLS AND EQUIPMENT TO ERECT THIS BUILDING IN A COMPETENT AND PROFESSIONAL MANNER.**

**APPROXIMATE DRAWING SCHEDULES: CATEGORY 1 (4 TO 5 WEEKS) CATEGORY 2 (5 TO 7 WEEKS) CATEGORY 3 and above (ASK)**

Accepted By:  \_\_\_\_\_

Date: 04/29/21

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Revision Date: 7/17/2014

Initial Date

**ADDENDA A**

A deposit is due with signed order. The building will not be scheduled into engineering until the deposit, the signed **PROPOSAL & PURCHASE ORDER** and supporting documents are received and accepted by **BUNGER STEEL, INC.**

A release to fabricate payment is due upon the return of the signed approval drawings. The building will not be scheduled for fabrication until both the payment and the signed approval drawings are received and accepted by **BUNGER STEEL, INC.**

While **BSI** (Bunger Steel, Inc.) may or may not have had in their possession any Architectural Drawings prior to quoting this job, **BSI** will prepare the Metal Building Drawings to the best of their interpretation of such drawings. However, it is the sole responsibility of the contracting party, whose name appears on the **Proposal & Purchase Order**, the General Contractor, if applicable, the Architect of Record and the End User to verify that the **Proposal & Purchase Order** and especially, but not limited to, the Metal Building Drawings as generated and provided by **BSI** are in conformity to the End Users needs and especially to the Architectural Drawings. **BSI** will prepare the Metal Building Drawings and the **Proposal & Purchase Order** to its best interpretation of the Architectural Drawings and the intent of the End Users needs. Any changes to the Architectural Drawings that impact what **BSI** has designed after signing of **Proposal & Purchase Order** will result in a **Change Order**, and possible cost increases to the original contract, to be approved by signature, of the contracting party, prior to any additional work commencement.

**Storage Fees:** As a courtesy, **BSI** will store the building materials described in this contract at no charge for up to two weeks after your building delivery is offered. After two weeks from offered delivery, storage fees will accrue based on \$350.00 per month, per truck-load of steel, with a \$350.00 minimum. These charges will be added to the final delivery invoice of your building. Should **BSI** have to store materials for a time period in excess of 60 days, **BSI** shall be relieved of any material blemishes otherwise protected under our standard warranty. **BSI** also reserves the right to liquidate any building materials stored over 60 days. Should the building be liquidated, replacement materials will be subject to applicable mill price increases and will be at the expense of the customer. Other progress payments are due within three (3) days of receipt of the invoice by customer for applicable work completed. Conditional Lien Releases are available upon request. Unconditional Lien Releases shall be issued only after final payment has been received and cleared the bank.

Interest at 1 1/2% per month or 18% yearly for any delays beyond the terms as set forth in our **PROPOSAL & PURCHASE ORDER** plus a \$150.00 administrative late fee will be charged on all late payments.

Any price increases sustained by **BUNGER STEEL, INC.** after the signing of the contract and before the delivery date, will be passed on to the customer at **BUNGER STEEL, INC's** cost plus 15%.

Should the project not be permitted within forty (40) days after approval drawings are provided to the customer, any increase in **BUNGER STEEL, INC's** cost related to any phase of work other than the pre-engineered steel building system will be passed on to the customer at **BUNGER STEEL, INC's** cost plus 15%.

Customer will forfeit any payments made on the order if he cancels the order for any reason other than breach by **BUNGER STEEL, INC.** If the sales tax rate is increased by the taxing authority and the increase is enforced on this building, the cost of this increase will be paid by the customer.

**Inspection:** Owner must inspect on Friday, each week, the work-in-progress completed during the week of inspection and must at the time of inspection either orally accept or reject the preceding week's work or materials. In the event of rejection, the Owner must, by the close of business on Monday following the date of inspection, submit in writing to **BUNGER STEEL, INC.** the grounds for rejection, which grounds of rejection must be based upon non-conformance with the plans or the standard of workmanship referred to in Paragraph 5. **BUNGER STEEL, INC.** agrees to repair and conform within reasonable time to the plans any properly rejected item or items. If the Owner does not reject the proceeding week's work or materials as provided in this Paragraph, Owner will be deemed to have accepted this work-in-progress, work-completed and materials used for that week.

**Title:** Owner warrants to **BUNGER STEEL, INC.** that Owner has good and sufficient title to the jobsite, by way of ownership or lease which permits the Owner to enter into this contract and further permits the construction contemplated in this contract.

**Site Preparation:** Owner hereby warrants that prior to commencement of construction, at Owners sole expense, Owner shall dig out all appropriate gas lines, water lines, conduits, underground pipes or utility lines to make them fully exposed and clearly visible to the **BUNGER STEEL, INC'S** construction crew. **BUNGER STEEL, INC.** shall be liable for any loss or damage due to its negligent acts or omissions related to such lines, conduits or pipes only if Owner has complied with its warranty as set forth in the paragraph. **BUNGER STEEL, INC.** assumes site to be level unless otherwise stated.

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**Charges for Changes:** Except as otherwise agreed in writing between the parties, any changes or additions will be charged as follows:

Superintendent - \$150.00 per hour

Welder and Machine - \$100.00 per hour

Laborer - \$85.00 per hour

Pickup Truck and Small Tools - \$85.00 per hour

Crane Truck, Forklift or Drilling Unit – prevailing rates for the area

**Responsibility and Warranties:** Owner agrees that the **BUNGER STEEL, INC.** will not be responsible for any faults, defects or existing damage in or to existing improvements, such as cracks, termite damage or water damage and Owner agrees to have all such faults, defects or damages repaired at his own expense to the extent necessary for **BUNGER STEEL, INC.** to perform as required under this contract. **BUNGER STEEL, INC.** shall not be responsible for delays due to adverse weather, strikes, material shortages or any other cause beyond Contactor's control. The work performed by **BUNGER STEEL, INC.** is covered only by the limited warranty that all labor has been performed in a good and workmanlike manner. **BUNGER STEEL, INC.** will make repairs or replacements due to defective materials or workmanship only if notice of such is given in writing to **BUNGER STEEL, INC.** within one (1) year after the earlier to occur; the date of completion or the date of occupancy by Owner. The warranties will not apply to damages or defects resulting from ordinary wear and tear, natural disaster, the effects of weather, changes made by Owner or any negligent acts of Owner. **NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, A WARRANTY OF QUALITY OR A WARRANTY OF FITNESS FOR HABITATION OR USE, ARE GIVEN EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT.**

**BUNGER STEEL, INC.** shall not be responsible under or for any warranty on tangible property (such as air conditioners, furnaces, water heaters, refrigerators, plumbing fixtures or other appliances that are considered consumer product(s) included in the improvements. **BUNGER STEEL, INC. DOES NOT WARRANT THESE TYPES OF PERSONAL PROPERTY FOR ANY USE, FITNESS FOR USE, WORKMANSHIP, QUALITY OR ANY OTHER PURPOSE.** This limited warranty and disclaimer does not affect the warranties, if any, provided by the manufacturer.

**Incidental or Consequential Damages:** Owner acknowledges that **BUNGER STEEL, INC.** shall not be liable for damages sustained by Owner as a result of this contract or any breach hereof.

**BUNGER STEEL, INC.'S Taxes and Insurance:** **BUNGER STEEL, INC.** shall carry Workman's Compensation and Public Liability Insurance and shall produce written evidence of insurance to Owner upon Owner's request. **BUNGER STEEL, INC.** agrees to pay all taxes, including: old age benefits, social security and unemployment compensation taxes upon the labor and materials furnished under this contract as required by law.

**Owner's Insurance:** Owner will provide Course of Construction or Builders Risk Policy Insurance and standard Industry terms will prevail. Owner will provide proof of Builders Risk Policy and standard industry terms will prevail.

**Soil and Underground Problems:** This proposal and contract is based upon the assumptions of minimum soil conditions of 1500 lbs. soil bearing and 400 lbs. passive pressure values. If such minimum conditions are not met or **BUNGER STEEL, INC.** shall hit, strike, discover or encounter any impediments, obstructions or conditions such as, including, but not limited to rock, caliche, other adverse soil conditions, seepage, water or sewer lines, wall or septic tanks, at any time during construction under this contract, which shall cause any additional expense to **BUNGER STEEL, INC.** above the expense that would be encountered in the absence of such impediments, obstructions or conditions, provided **BUNGER STEEL, INC.** gives Owner reasonable notice of such problems and the proposed solutions. Owner agrees to pay **BUNGER STEEL, INC.** at cost plus 20% for all additional expenses resulting from the presence of such soil conditions, impediments, obstructions or conditions including but not limited to, expenses of or related to jack hammering, heavy duty auger drilling, blasting, back hoeing, leach lines, additional steel or concrete, additional footings or foundations or relocating or repairing water or sewer lines or wall septic tanks.

**Building Department Criteria:** Due to the excessive amount of building departments, municipalities and officials, BSI will not be held liable for special requirements brought forth by such. Should special weld, high strength bolt, high strength steel, rebar, soil, or any other type of inspections be required, they will be at the expense of the owner. Should BSI be required to be involved in such inspections, a change order will be required at cost plus 15%. It is at the sole discretion of the owner to research with their building department the inspection and fabrication requirements by their governing inspection parties prior to fabrication. Special field inspection may be required by your permitting authority. The supplying of sealed engineering data and drawings for the metal building system does not imply or constitute an agreement that **BUNGER STEEL, INC.** or its design engineer is acting as the engineer of record or design professional for a construction project.

**Haul off of spoils:** Unless otherwise stated in writing, Bunger Steel has not made provisions for the haul off of spoils in this contract. When excavation occurs, it is understood by both parties that any spoils will be disposed of on the owners property. Should removal of spoils be required once excavation has begun, additional charges will occur and will be negotiated by both parties at the time of removal.

**Concrete Demolition:** Should concrete demolition be required of existing concrete, it will be assumed that the floor thickness will not be in excess of six inches, and that the floor is not reinforced with anything heavier than welded wire. Once excavation begins, should either of these variables be other than what is stated above, additional charges may occur, and will be negotiated by both parties before proceeding. Unless otherwise stated in writing, spoils of such concrete demolition will be left on site. If required, haul-off of concrete

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processing. Unless otherwise stated in writing, spoils of steel concrete demolition will be left on site. If required, haul off of concrete demolition spoils to be negotiated in writing, and to be outlined either in the contract or in the form of a change order

**Materials:** Materials delivered by BUNGER STEEL, INC. to the job site shall remain the property of BUNGER STEEL, INC. until paid for by Owner. In the event of any breach by Owner of the terms and conditions of this contract, in addition or any other remedy available to BUNGER STEEL, INC., BUNGER STEEL, INC. may remove from the jobsite those materials not heretofore paid for by Owner, whether or not such materials have become a part of executed work. In no event shall materials be deemed to be accretions to the realty which shall thereby prevent their removal by BUNGER STEEL, INC.

**Access:** Owner shall provide BUNGER STEEL, INC. with clear access to the area where work is to be performed during customary working hours and adequate unobstructed work and storage areas. A minimum of 30 feet of clearance required on all sides of the building.

**Gutters and Downspouts:** If used, are not guaranteed against damage by snow and/or ice.

**Galvanized Sheets:** If the materials supplied by BUNGER STEEL, INC. included galvanized sheets, BUNGER STEEL, INC. assumes no responsibility for cleaning or replacing sheets which show evidence of "white rust", "galvanic action" or "electrolytic action".

**Secondary Framing Members:** BUNGER STEEL, INC. furnishes secondary framing (roof purlins, wall girts and framed opening members) that have a red primer finish and may have a paraffin coating that will require either preparation or a specific formula of paint for proper adhesion for any finish paint coating systems. See your BSI representative for acceptable formula's.

**Clean Up:** BUNGER STEEL, INC. agrees, upon completion of the improvements, to clear any waste or surplus materials remaining in the area as a result of BUNGER STEEL, INC.'S work; provided a dumpster is provided by customer at no charge to BUNGER STEEL, INC.

**Entire Agreement and Severability:** This contract and the attached exhibits constitute the entire agreement between parties, and no modifications or amendment hereof shall have any effect unless in writing and executed by both parties to this agreement. If any provisions of this agreement shall be found to be unenforceable, the remaining provisions shall nevertheless be carried into effect.

**Arizona Law and Successors:** This agreement shall be construed and enforced under the laws of the State of Arizona. The agreement shall be binding upon and inure to the benefit of the heirs, executors, administrator, successors in the interest, and assigns of the parties hereto.

**Loan Expenses:** Any and all construction loan expenses and cost incurred therewith shall be the sole responsibility of the Owner.

**Termination by Owner:** If at any time Owner elects to terminate this contract, before or during construction, BUNGER STEEL, INC. shall be paid immediately by Owner for all work completed, all loss of profits and all expenditures incurred.

**Attorney's Fees:** If either party hires an attorney to enforce any provision of this contract or files a lawsuit against the other for damages sustained by reason of its breach, the party not in breach or the party prevailing in such action shall be entitled to receive its reasonable attorney's fees and costs as awarded by the court.

**Notices:** Any notice, request, or instruction to be given hereunder shall be in writing and shall be deemed given when personally delivered or three (3) days after being sent by certified mail, postage prepaid, to the parties at their respective address set forth herein.

**Clear and Level Site/Grading:** Regardless of whether or not a BSI representative has visited the site, and unless it is clearly stated in writing otherwise, it is understood by both parties that the building site will be graded, compacted, grubbed, and will be made level by the customer. If additional grading, cutting or fill is required by BSI, a change order will be generated at cost, plus 20%. Once concrete is complete, and unless otherwise stated in writing by BSI, finish grading to the finished slab or site is NOT included.

Accepted By:  Date: 04/29/21

APPROXIMATE DRAWING SCHEDULES CATEGORY 1 (4 TO 5 WEEKS) CATEGORY 2 (5 TO 7 WEEKS) CATEGORY 3 and above (ASK)