

1. **ACCEPTANCE:** The proposal and pricing estimated herein are valid for acceptance within the thirty days and, thereafter, are subject to equipment and resource availability. Should the work be extended beyond the period quoted. Bigge reserves the right to negotiate an equitable adjustment.
2. **ACCESS:** Contractor/Owner will provide reasonable access for equipment and a safe place to work which complies with Federal OSHA and CAL/OSHA. Firm, level, all weather roadways, access road and ramps, and work areas will be provided for cranes and transporting equipment.
3. **LIFTING LUGS FURNISHED BY OTHERS:** Bigge will assume no liability or responsibility for the adequacy of the design or the strength of any lifting lug embedded or attached to any object, whether concrete, steel, or other, to which we attach for handling or holding, whether or not it is furnished by Contractor/Owner, manufacturer or others.
4. **WORKING CONDITIONS:** All work will be performed on a straight time basis during regular working days on a generally recognized eight-hour shift. All commitments in which time is of the essence are contingent upon strikes and force majeure causes beyond our control. This proposal is based upon one mobilization at the job site with our work being performed in a continuous and uninterrupted manner with exclusive use of the required work area.
5. **OBSTRUCTIONS:** Overhead and underground obstructions and facilities will be removed or made safe by others. Bigge will not be held responsible for damage to underground structures, voids or utilities, or for damage to concrete or asphalt not specifically identified in advance. Protection of identified underground items, concrete or asphalt must be agreed to by all parties, in advance, in writing.
6. **INSURANCE AND INDEMNIFICATION:** Contractor/Owner will indemnify Bigge against loss or expense, including cost of defense, by reason of liability imposed by law for damages resulting from death or injury to persons or destruction of property occurring during the performance of the work under any contract made on the basis of this proposal, except to the extent that such death, injury or damage shall have been solely due to the negligent act or willful misconduct of Bigge, its agents or employees. Bigge's liability, including indemnification, is hereby limited to the sum of \$1,000,000.00 and is additionally limited by specific conditions and sublimits of our insurance policies. If this limit is not acceptable. Contractor/Owner will notify Bigge in writing and we will provide a quotation to cover the increased cost for the account of Contractor/Owner.

The Owner and/or Contractor will purchase and maintain a broad form All-Risk Builder's Risk insurance upon the entire project, including work in progress and completed work, for the full cost of repair or replacement. Said insurance will include coverage for project delays. The policy will be endorsed to name Bigge and its subcontractors as additional named insureds. The policy coverage will insure against loss from the perils of fire and extended coverage and will include "All Risk" coverage for physical loss or damage including at least theft, vandalism, malicious mischief, transit, collapse, flood and earthquake. In the event of a loss, the deductible and uninsured perils will be paid by the Contractor/Owner.

7. **PAYMENTS:** Progress payments will be made to Bigge monthly; all invoices are due and payable upon presentation. There shall be no retention unless agreed to in writing. Any unpaid balance shall bear interest from the due date until paid, at the rate of 1-1/2% per month. If the account is referred for collection, the Buyer agrees to pay collection costs and attorney's fees.
8. **LIQUIDATED AND CONSEQUENTIAL DAMAGES:** Bigge has made no contingency in either proposal or pricing for indirect, liquidated or consequential damages and will assume no responsibility or liability for either. References to said damages in contract documents are not acceptable or binding.
9. **HAZARDOUS MATERIALS:** The handling or transportation of any hazardous materials, or equipment or containers containing hazardous materials, is specifically excluded from Bigge's scope of supply. These materials include, but, are not limited to the following: Asbestos, fuels, oils, explosives and materials known to be cancer causing carcinogens. Worker's Compensation claims resulting from the handling of such materials will not be excluded from subrogation by any waiver furnished by Bigge. The Contractor/Owner will advise Bigge in writing prior to the commencement of Bigge's work of the presence of hazardous materials, if any. A written resolution of the disposition of hazardous materials will be provided to Bigge prior to the start of the work which is the subject of this proposal.
10. **WARRANTY LIMITATION:** Warranty of services provided is limited to acceptance upon completion.
11. **VENUE:** In any legal action which may result from a contract entered into on the basis of this proposal, the laws of the State of California shall govern such action. Venue for legal actions, if any, will be Alameda County, California. Bigge will be entitled to actual attorney's fees and cost of litigation to enforce the terms contained herein.