



## STANDARD TERMS AND CONDITIONS

### I. Standard Terms and Conditions Applicable to All Agreements

1. Unless otherwise stated in the Contractor's Proposal, the following standard terms and conditions shall apply:

2. Contractor's quotation is subject to acceptance within sixty (60) days and is conditional upon satisfactory arrangements being made with respect to payment and/or security.

3. Terms – Net 30 days. Interest at 24% per annum charged on all overdue accounts.

4. This quotation will be limited to the scope of work detailed in Contractor's Proposal.

5. Contractor shall not be responsible for any direct or indirect damages whatsoever caused by delays, and without limiting the generality of the foregoing, Contractor shall not be responsible for any damages or loss due to delays caused by fires, strikes, adverse weather conditions, labor disputes, material procurement difficulties, governmental regulations, accidents (without regard to cause), transportation delays, or any other delay beyond Contractor's control.

6. In the event that Contractor is delayed in the performance of the work due to the fault of Customer, its employees, servants, agents or contractors of the purchaser other than Contractor, Contractor shall be entitled to be reimbursed for any costs it incurs as a result of any such delay. Time and Material rates for labor and equipment shall apply. This quotation shall be subject to availability of appropriate equipment.

7. In no event shall Contractor be liable for consequential damages of any nature whatsoever suffered by Customer, including but not limited to loss of use or profits due to damages to Customer's property (real or personal) directly or indirectly arising out of Contractor's negligent or non-negligent acts, errors or omissions.

8. Contractor's liability for loss or damage to Customer's property (real or personal) due to Contractor's negligent acts, errors or omissions shall be limited to the lesser of Customer's actual damages or One Million Dollars (\$1,000,000). Further, Customer agrees to indemnify and hold harmless Contractor for any damages or loss suffered by Contractor or claimed by any other person, entity or insurer in excess of any available insurance applicable to Contractor for Customer's losses or damages due to Contractor's acts, errors or omissions.

9. At Customer's sole cost and expense and upon written request by Customer, Contractor shall attempt to obtain additional insurance coverage for the Scope of Work in excess of the above stated limit of liability provided:

- a. the request is signed by an authorized representative of Customer;
- b. the request confirms Customer's agreement to pay for such insurance;
- c. the requested insurance is at least equal to the Declared Value;
- d. the request is made at least ten (10) days prior to commencement of performance of the work set forth herein;
- e. the insurance requested is reasonably obtainable by Contractor; and
- f. unless specifically requested by Customer in writing, any such insurance shall not cover Customer's Consequential damages in the event of loss or "loss due to environmental hazard," nor will it supersede Contractor's LIMITATION OF LIABILITY or Customer's duty to indemnify stated above except to the extent of available additional insurance.

**10. Prices are subject to the Customer providing Contractor with access, ample room and suitable ground conditions to perform the work agreed to in the Scope of Work. Access shall include removal of any obstacles and/or utilities as required by Contractor.**

**11. Contractor's bid is based upon working straight-time hours only, except where dictated by tidal conditions, DOT restrictions, etc. Where work is required to be performed because of conditions beyond the control of Contractor, after normal working hours, and any time on Saturday or Sunday, and holidays, an additional charge will be made to cover the cost of overtime paid to workers and/or cost for travel time and layover for legal holidays and weekends.**

**12. Contractor's price is based on a designated number of hours for loading and unloading of equipment. Any demurrage charges (through no fault of Contractor) shall be the responsibility of the Customer.**

13. All federal, state or municipal taxes or licenses or any taxes or licenses imposed on or applicable to the transaction herein by any taxing authority are extra and chargeable to Customer.

14. Contractor's price is based on the weight(s) and dimensions provided by Customer. e price is subject to change should any of the dimensions or weight(s) vary from those provided by Customer.

15. All third party charges that Contractor is required to pay will be charged at Contractor's cost plus 20%.

16. Free and clear access to all work areas must be provided by Customer. Time spent by Contractor to clear the work area or to gain access to install or remove equipment will constitute additional labor and material above the bid price and be the responsibility of the customer to reimburse the contractor .

**17. All surfaces over which Contractor's equipment must pass, either loaded or unloaded, must accommodate projected weights. Customer has been consulted on such weights, has verified bearing capacity of all surfaces for Contractor's work.**

**Any damage to surfaces, sub-surfaces or utilities due to a failure to accommodate loaded or unloaded weights of Contractor's equipment shall be solely for the account of Customer.**

18. Quotes based on the US Department of Energy (DOE) West Coast Average weekly price per gallon of diesel fuel. Should this index increase by \$0.05 or more, from time of the quote, all quotes are subject to change.

## II. Standard Terms and Conditions Applicable to Specialized Heavy Haul & Rigging

19. Others will provide the following (unless otherwise noted on Proposal):

19.1 Charges incurred from the region's State Patrol or Dot for weighing and measuring loads. Note: Not all loads are weighed and measured. e DOT selects loads at random. It is State Patrol or Dot policy to now charge the trucking company for their labor and benefits to weigh and measure loads for the DOT.

**19.2 Clear access to all work areas and adequate staging areas.**

19.3 Security.

19.4 Any necessary civil work.

19.5 Road plate, gravel, etc., for adequate ground loading.

19.6 Ocean Freight, Water Crane/Barge and/or Rail including rail siding usage fees.

19.7 Vessel discharging, Port Fees, Heavy Lift Charges, Customs Clearance, Shadow Labor, Etc.

19.8 Project site clearance and/or Badging.

19.9 Structural (Bridge) Analysis or Surveys (Engineering) required by local jurisdictions for route clearance.

**19.10 Lifting and/or removal and reinstallation of utility wires for route clearance.**

19.11 Accurate layout for equipment positioning.

19.12 All electrical work.

19.13 Removal, disposal and refilling of all fluids and/or hazardous materials.

19.14 All foundation work and associated hardware, anchoring, leveling and/or alignments.

19.15 Handling of all items not listed in the "scope of work."

19.16 Any necessary modifications and/or upgrades.

19.17 All overtime and shift differential.

19.18 Additional insurance over our standard \$1,000,000 coverage.

19.19 All applicable taxes.

19.20 Any necessary permits associated with land use, construction, electrical, etc.

20. All Estimates are based on the following conditions (unless otherwise noted on Proposal):

20.1 Site unseen conditions.

20.2 Adequate weather conditions.

20.3 Weights and dimensions provided.

20.4 Pending Route Survey.

20.5 Route clearance and permit approval by all county, city, state, provinces and agencies.

20.6 Current Highway restrictions (DOT, Construction, Weather, etc.)

20.7 This estimate provided makes no guarantees of acceptance or permit approval by the county, city and/or government agencies (Bridge Department / Pavement Department, etc.).

**20.8 Any standby time and/or fees accrued due to causes beyond Spruce Hollows control will be invoiced at our current Time & Material rates. This includes delays caused by weather, permitting, transportation by others, vessel/rail car delivery and/or schedule changes that impact other scheduled projects.**

20.9 Subject to Equipment and Manpower availability.