

AGATE STEEL, INC.
P.O. BOX 117, SCOTTSDALE, AZ 85252-0117
TELEPHONE: (480) 994-9455 FAX: (480) 994-4296

AGREEMENT

CUSTOMER: Gila County Community Action & Housing Services **BUYERS ORDER NO.** Agate Steel agreement
ADDRESS: 5515 S. Apache Avenue, Suite 200 - Globe, AZ 85501 **DATE:** October 15, 2010
TELEPHONE: 928-961-2635 **ATTENTION:** Michael A. Pastor **QUOTE #** 080610-1

Hereby agrees to purchase from the company, AGATE STEEL, INC., Seller, and to accept at the time requested below, all of the materials specifically stated herein. Make reference to an proposals, drawings, specifications, letters, sketches, etc.

DESCRIPTION OF PURCHASE

One Pre-Engineered Metal building per quote # 080610-1 dates August 5, 2010

Price per proposal: \$ 30,967.00
9.6% sales tax: \$ 1,932.00
Total: \$ 32,899.00

NOTE: 9.6% sales tax is based on 65% of the proposed price, 35% is services and is NOT taxable.

COLORS:	ROOF: MBCI SIGNATURE 200	COLOR: OR:	Galvalume
	WALLS: MBCI SIGNATURE 200		L. Stone
	TRIM: MBCI SIGNATURE 200		L. Stone
	TRIM: MBCI SIGNATURE 200		L. Stone

Please Verify Color If Not Selected

JOBSITE ADDRESS:
5814 E. Hope Lane
Globe, AZ 85501

	Price:	\$30,967.00
	Tax:	\$1,932.00
	Freight:	Included
	Total Price:	\$32,899.00
20 % (material)	Deposit w/ Order	\$3,205.00
40 % (material)	Release to Fabricate:	\$6,408.00
40 % (material)	Due @ Delivery:	\$6,408.00
Amount due @ substantial completion for concrete & erection:		\$16,878.00

Delivery Date: TBD

CHECKS TO BE MADE PAYABLE TO AGATE STEEL, INC.

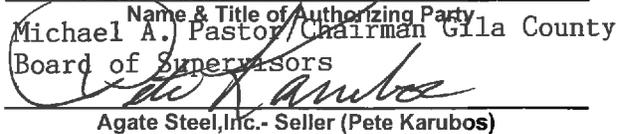
THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE ARE INCORPORATED INTO THIS CONTRACT. THE TERMS AND CONDITIONS CONTAIN IMPORTANT LIMITATIONS ON THE BUYER'S RIGHTS AND REMEDIES AND SHOULD BE READ PRIOR TO SIGNING THIS AGREEMENT. BUYER ACKNOWLEDGES READING THIS DOCUMENT BEFORE SIGNING.

Signed At _____

Gila County Community Services/Housing
Buyer (Company Name)

Dated _____

Accepted by seller this _____

Name & Title of Authorizing Party
Michael A. Pastor / Chairman Gila County
Board of Supervisors


day of _____ 2011

Agate Steel, Inc.- Seller (Pete Karubos)

Approved as to Form:

Attest:

Bryan B. Chambers,
Chief Deputy County Attorney

Marian Sheppard, Chief Deputy Clerk

CONDITIONS

1. The following conditions apply to all items manufactured by Seller to include steel buildings, steel building component parts, miscellaneous fabricated steel and to supply the materials sold with or without fabrication such as used oil field pipe and rod.
2. This Purchase Order upon acceptance by the Seller shall be binding and may not be rescinded by the Buyer. Any deposit received herein by the Seller shall be held by the Seller as security for the completion of this contract. Upon receipt of the balance of the purchase price, the said deposit shall be applied to the purchase price herein. Should the Buyer breach or unilaterally rescind or cancel this contract the deposit herein shall be forfeited to the Seller who shall apply the deposit to liquidated damages incurred by the Seller. All orders, unless otherwise agreed upon in writing, are for unrestricted shipment at Seller's convenience. It is distinctly understood that the Buyer will not issue instructions to delay manufacture and/or shipment of the material.
3. Shipments and deliveries shall be subject to credit approval by Seller. Seller reserves the right to divide this order into separate shipments and invoice such shipments separately in which case each shipment shall be deemed a separate contract and payment therefor due in accordance with the terms hereof. Seller reserves the right, previous to making any shipments, to require from Buyer satisfactory security for performance of Buyer's obligations. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments or may, at its option, cancel the unshipped balance of this order and all other of Buyer's then unfulfilled/unshipped orders. If, because of default of Buyer, any shipment must be diverted or returned to Seller, Buyer shall pay all demurrage, transportation and other costs incurred as a result thereof. No failure of Seller to exercise any right occurring from any default of Buyer shall impair Seller's rights in case of any subsequent default of Buyer. All rights of Seller hereunder shall be cumulative.
4. The Seller shall not be responsible for delays in deliveries due to fires, strikes, lockouts, material shortages or other labor troubles, floods, car shortages, embargoes, transportation delays, accidents at Mill, Government Regulations including Preference, Allocation or Priority systems for Government and other orders or other contingencies beyond Seller's control.
5. This is not a delivery contract and the Seller shall not be responsible for the delivery of the goods at any place other than the manufacturer's place of business. The Buyer, upon being notified that the goods are ready for shipment, shall receive and accept delivery of the goods within 14 days of such notification. If any goods purchased hereunder remain unclaimed by the Buyer after the expiration of such 14 day period, the Buyer shall pay the Seller, as storage charges, an amount equal to 2% of the total purchase price hereunder, per month, to be billed and paid monthly. If the Buyer fails to accept delivery of the goods within two months from the expiration of said 14-day period, the Seller may, at its option and without notice, treat this agreement as being materially breached, in which event, the Seller shall have all remedies provided by law for breach of contract.
6. After delivery, the Seller shall not be responsible or liable for any direct damage to the goods, or consequential damage, caused or initiated in any way by any acts of God, including, but not limited to, the generality of the foregoing, hurricanes, tempests, winds, lightning, snow-loading and wind-loading.
7. "Buyer's Responsibility in Regards to Steel Building Purchases" (applicable to purchases of Steel Buildings only).
 - (a) It shall be the Buyer's responsibility to investigate wind loads in the area or territory in which the building is to be erected in order to satisfy himself that the building is erected of a sufficient gauge to withstand such loads. In the event that such gauge is insufficient to withstand the wind and snow loads in the area or territory in which the building is erected and damage is caused thereto or thereby, the Seller shall not be liable for any damages, losses or claims, of any nature or kind, whether direct or indirect, sustained as a consequence of such insufficient gauge.
 - (b) It shall be the Buyer's responsibility to investigate and ascertain the applicable zoning and building codes in the area or territory in which the building is to be erected in order to satisfy himself that the building conforms to all applicable zoning by-laws, rules, regulations, ordinances and building codes in the said area. In the event that the Buyer fails to comply with such zoning by-laws, regulations, ordinances and building codes in the said area in erecting the building, the Seller shall not be liable for any damages or losses, of any nature or kind, whether direct or indirect, sustained by such failure.
 - (c) It shall be the Buyer's responsibility to properly maintain the building once it has been erected and in particular to insure that no damage is caused to the building by the accumulation of snow or ice on the ends or sides of the structure. In the event that the building is not properly maintained as aforesaid, the Seller shall not be responsible or liable for any damages, losses or claims of any nature or kind, whether direct or indirect, sustained by such failure.
8. Seller warrants to the original retail purchaser of a steel building that the component parts thereof are free of defects in material and workmanship. Should any of the component parts of the building, as sold, prove to be defective in material or workmanship, Seller shall replace such part or parts free of charge at any time within ninety (90) days of the delivery of the building to Buyer. This warranty is in lieu of any other warranty or representation made or implied and shall not extend to defects beyond the control of the manufacturer and without limiting the generality of the foregoing, shall not include defects resulting from neglect, abuse, willful damage or faulty erection. The warranty hereunder specifically excludes any warranty that the goods sold hereunder are suitable for the purpose intended by the Buyer (applicable to purchases of Steel Buildings only).
9. Any taxes which the Seller may be required to pay or collect, under existing or future laws of the state of Arizona and any other regulatory body, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the materials covered hereby, shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand.
10. Any dispute about quality, condition or workmanship of the goods or otherwise in connection with the terms of this Agreement, shall not entitle the Buyer to reject the goods. In the case of any dispute the Buyer shall take delivery of the goods, pay for the same, and make a claim under the Seller's warranty.
11. The Seller's responsibility for shortages in the said goods shall terminate after ten (10) calendar days have elapsed from the time of delivery to the Buyer. In no event shall the Seller's liability exceed the selling price of the said shortages.
12. Building size is approximate and intended to identify standard sizes sold by the Seller. No warranty or representation is given by the Seller as to exact dimensions of the building, as the same will vary depending upon placement of concrete base. Identification of gauge is subject to permissible variations and intended to identify general gauge designations by steel products.
13. Seller shall not be responsible for loss or damage of goods in transit. In case of loss or damage in transit, claim must be made against carrier by Buyer.
14. Where Buyer is to inspect, inspection and acceptance must be made before shipment.
15. Seller shall not be responsible for spotting, switching, demurrage or other transportation charges unless agreed in writing.
16. Upon acceptance hereof, this order and such acceptance shall be deemed to be a contract embodying all oral and written understandings and agreements between the Buyer and the Seller relative to this sale. The Seller shall not be bound by any condition, definition, representation or warranty other than as expressly set forth therein. This contract shall be interpreted in accordance with the laws of the state of Arizona.
17. Buyer to unload truck at Job Site.
18. Buyer agrees to pay the BALANCE DUE upon delivery of the merchandise or within fourteen (14) days after notification that the merchandise is available for delivery whichever first occurs.
19. Buyer acknowledges receipt of a copy of this agreement and agrees to all of the terms contained herein.
20. In the event of a dispute arising from this agreement, except the Buyer's failure to pay or counterclaims asserted by Buyer to Seller's allegations of Buyer's non-payment, the parties agree to submit all disputes to the American Arbitration Association for arbitration in accordance with the then existing rules for construction arbitration in Maricopa County, Arizona.
21. In the event Seller retains an attorney to enforce any right or remedy provided by law, at equity or this agreement, the prevailing party shall be entitled to an award of reasonable attorney fees.
22. EXCEPT AS EXPRESSLY SET FORTH HEREIN, Seller, MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, CONCERNING THE MERCHANDISE DELIVERED HEREUNDER. Seller EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR THAT THE MERCHANDISE SOLD HEREUNDER IS FIT FOR AN INTENDED OR PARTICULAR PURPOSE.
23. Any individual executing this document on behalf of a corporation, agrees to be jointly and severally responsible to Seller for all payment obligations arising hereunder.
24. All prior discussions, representations and conversations are merged into this written document which sets forth the entire agreement between the parties concerning the subject herein. No waiver, modification, amendment or change shall be effective, unless in writing signed by an authorized representative of the Seller. Other than the printed and handwritten terms, Seller has made the following additional representations which are to be included as a part of this agreement.

None. See Exhibit A attached

Other. _____

ATTACHMENT "A"

(AGATE, INC.)

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

ANTI-TERRORISM WARRANTY

Pursuant to **A.R.S. §35-397** the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

CANCELLATION

This agreement is subject to cancellation pursuant to **A.R.S. § 38-511**.



**STEEL FABRICATORS • STEEL SALES
MANUFACTURERS OF PRE-ENGINEERED METAL BUILDINGS**

CHANGE ORDER TO CONTRACT

PROJECT: Gila County Community Action
and Housing Service

JOB NO:

CHANGE ORDER NO. 1

TO: Michael A. Pastor
Gila County Community Action
and Housing Service

DATE: 01-26-2011

CONTRACT IS CHANGED AS FOLLOWS:

Price increase due to concrete, rebar, overhead doors
and steel.

Total:	\$2,146.00
Tax @ 9.6%	\$206.11
	<u>\$2,352.11</u>

Original contract sum:		\$	32,899.00
Net change by previous change orders:		\$	-
Contract sum prior to this change order:		\$	32,899.00
Contract sum will increase by this amount:		\$	2,352.11
New contract amount including this change order:		\$	35,251.11

***In order to get this Change Order Processed, please sign it and fax it back to 480-994-4296

Michael A. Pastor

By: _____

Date:

By: 

Date: 01-26-2011

CORPORATE OFFICES, STEEL FABRICATION & STEEL SALES YARD
NORTHEAST CORNER OF OAK STREET & COUNTRY CLUB DRIVE
SCOTTSDALE, ARIZONA 85256

ARIZONA LICENSES ROC A # 197425 & B-01 # 197426
GUAM LICENSE CLB08-0347





STEEL FABRICATORS • STEEL SALES
MANUFACTURERS OF PRE-ENGINEERED METAL BUILDINGS

August 5, 2010

Myron Mayr
5515 S. Apache Ave Suite 200
Globe, AZ 85501

Quote #: 080610-1
Telephone: 928-961-2635
Email: mmayr@co.gila.az.us

RE: Pre-engineered metal building proposal.

Dear Myron,

We are pleased to provide the following preliminary proposal for your consideration and approval.

One (1) clear span pre-engineered metal building system 30' wide x 40' long x 12' eave height center ridge double slope with 20' bays, post & beam endwalls, 1:12 roof pitch.

The building is designed to meet the 2006 International Building Code without additional auxiliary loading. Non-Reducible 20 PSF live load, 90 MPH exposure C wind load, seismic zone C.

The roof panels shall be 26 gauge "PBR" with a manufacturer's standard Galvalume finish. Wall panels shall be 26 gauge "PBR" with a manufacturer's standard Signature 200 color baked-on finish with necessary mastic, trim, and fasteners. Both finishes carry a manufacturer's standard 20-year warranty. The structural members will have a red-oxide primer finish.

ACCESSORIES:

Standard "X" bracing in the roof & back sidewall.
One (1) 3070M walk door with standard duty lockset.
Two (2) 10' x 10' framed opening with 24 gauge sectional steel doors with manual operation.
Agate standard trim throughout.

INSULATION: NONE

ERECTION:

Furnish labor, tools and equipment to erect the building listed above. Price based on adequate and unobstructed access (20' minimum around building). Price includes the unloading of the delivery truck.

CONCRETE:

One (1) 30' x 40' x 4" concrete slab (3,000 PSI) reinforced with fiber mesh on 4" ABC with required perimeter grade beam, rebar, anchor bolts and saw cut control joints. Site must be clear and +/- 1/10 FT to sub-grade with 95% compaction and 20' clear around all 3 sides. Price includes concrete engineering. See attached concrete checklist and additional comments. NOTE: A site visit is required to inspect the site before we can honor our concrete proposal. Concrete prices on based on today's price.

DESIGN:

Agate shall provide pre-engineered building drawings, concrete engineering drawings and calculations sealed by an Arizona registered engineer.

CORPORATE OFFICES, STEEL FABRICATION & STEEL SALES YARD
NORTHEAST CORNER OF OAK STREET & COUNTRY CLUB DRIVE
SCOTTSDALE, ARIZONA 85256

ARIZONA LICENSES ROC A # 197425 & B-01 # 197426
GUAM LICENSE CLB08-0347



SDVOSB
SERVICE DISABLED VETERAN
OWNED SMALL BUSINESS



Contract
Holder



Myron Mayr
Page Two

Quote # 080610-1

ACCESS:

Owner shall provide adequate and unobstructed access for men, materials, and equipment to the site.

INSURANCE:

Quote includes standard liability, automotive, builder's risk and worker's compensation insurance, only.

PERMITS:

Building permit shall be arranged and paid for by others.

EXCLUSIONS:

Building permit, embeds, course of construction insurance, fire or theft insurance, on-site special inspections, expedited schedules, portable toilets, trash dumpster, power washing of steel, finish painting of structural steel or any item not specifically included above. All of Agate's proposals are preliminary and budgetary unless they are based upon "final approved for construction drawings". Work shown on final drawings which was not shown on the drawings or general information which Agate used to prepare the budget and preliminary proposals will be charged at cost plus 15% for overhead and profit plus sales tax and bond cost.

PRICE:

The above-described material delivered to, **Globe, AZ** for the total sum of:

\$ 30,967.00, plus any applicable tax.

NOTE: Due to the volatility of the steel market and the availability of steel, material prices are subject to re-pricing "prior to delivery". Agate Steel cannot absorb these increases and they must be passed along to the customer. This proposal is based on "today's steel prices". There will be no exception to this statement and if this project turns into a contract, this proposal will become an attachment to the contract.

AGATE, INC. has quoted your building engineering requirements based upon what we believe to be required. However, our information may or may not be accurate or current code. Please verify your loading requirements before contracting your building.

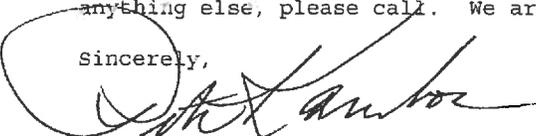
AGATE, INC. is basing this preliminary proposal on design criteria as indicated herein. It is the customer's responsibility to verify these criteria's with their building officials. If the design criteria are changed, the price is subject to change. Unless specifically stated otherwise, Agate, Inc. is furnishing its standard design, details and materials and will not be responsible for any requirements not shown hereon, even though drawings and specifications may be submitted. Price includes structural drawings and calculations for the steel building system, erection drawings and anchor bolt setting plans.

TERMS: 20% deposit, 40% upon approval of plans for fabrication, and the balance at time of shipment. Amount for concrete & erection is due upon substantial completion.

Please allow 2-3 weeks for engineering and submittal drawings. "**Presently**" our estimated delivery is 7-8 weeks after submittals are approved and released for fabrication. When Agate receives the release, we will review our backlog and determine the estimated delivery time for your project.

Thanks for the opportunity to quote your project. If you have any questions or need anything else, please call. We are looking forward to working with you.

Sincerely,


Pete Karubos
VP, Agate Steel, Inc.



Re: Myron Mayr
By: Pete Karubos

Date: August 6, 2010
Quote #: 080610-1

GENERAL INFORMATION CHECK LIST, CLARIFICATIONS, STANDARD EXCLUSIONS, AND EXPLANATION OF THIS PROPOSAL

The following, when submitted with our written proposal, becomes part of our proposal, irregardless of whether or not this information is specifically referenced in the subsequent contract and becomes legally binding upon issuance of a contract covering the work described in our proposal.

TERMS OF PAYMENT: Agate proposals normally show specific terms of payment. If so, those terms apply. If no specific terms of payment are shown then Agate terms will be net thirty (30) days from date of invoice. Progress payments shall be made seven (7) days after the Contractor/Owner receives payments on public projects and within fourteen (14) days after the Contractor/Owner receives payment on private projects in accordance with A.R.S. 32-1129. In the event that there is no lender then Agate will be paid 30 days after Agate has billed for the work and/or materials. In the event the Contractor/Owner is not paid, payment will still be due within thirty (30) days of our invoice date. In the event the Contractor/Owner does not make payment within the time periods specified above, Agate will have the right to vacate the jobsite without penalty. The work in this instance will not resume until monies due are paid in full. Interest will be charged on unpaid balance at the rate of 1.5% per month or any fraction of a month. We will not sign contracts with "Pay When Paid" clauses. Prices are firm for acceptance within thirty (30) days. The terms of this quotation and any contract resulting from this quotation are to be construed in accordance with the laws of the State of Arizona. This proposal and the Agate quote number will be a part of any future Contract or Purchase Order resulting from this quote. Agate does not agree to any restrictions or conditions or endorsements put on any check or money order for less than the full amount due, and will cash the check or money order as if these restrictions, conditions, or endorsements do not exist. Customer deposits are required on all Pre-Engineered Metal Building orders, Fabricated Steel orders and Steel Sales orders and these deposits are non-refundable. Agate will not accept Joint Checks.

CHANGE ORDERS AND RETENTION: All Change Order work is to be authorized in writing prior to commencement of such work, is to include the appropriate amount of time extension to be added to the contract for the completion of such work, and is to be paid within thirty (30) days of billing after completion of such work. Change order work performed by Agate without the written authorization of the contracting party will be valid and authorized when Agate provides the contracting party with written documentation that shows why the work needed to be done and when it was done and the cost of such work. Agate will be entitled to a 15% mark up on such work. No Retention to be held on Change Order work. No Retention is to be held beyond thirty (30) days after substantial completion of our portion of the work. If the Contractor/Owner should receive a reduction in Retention during the progress of a job, Agate shall receive a like reduction. All Contract and Change Orders must be signed by an Agate corporate officer in the person of James Uhl, President.

PROPOSALS: All of Agate's proposals are preliminary and budgetary unless they are based upon "final, approved for construction drawings." Work shown on final drawings which was not shown on the drawings, the program, the specifications, Etc. which Agate used to prepare the budget and preliminary proposals will be charged at cost plus 15% for overhead and profit plus sales tax and bond cost. The "Approved for Construction" drawings will represent the only construction requirements and will supercede all design programs used in the development of the "Final Approved for Construction" drawings. Except as herein expressly provided there are no guarantees or warranties of any kind, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. Agate provides for No performance guarantees. Proposals are valid for 30 days only. This proposal and any subsequent contract assumes that you, our customer, will not offer to hire or hire under any circumstances any Agate employee for one year from the date of execution and/or from the date of substantial completion of this proposal and any subsequent contract. This proposal and any subsequent contract assumes that you, our customer, will not have the authority to demand that any Agate employee be removed from our on-site or off-site Construction Team on your job. Agate will, at our own sole desecration, investigate and relieve of duty or terminate Agate employees, our decision will be final.

TAXES: Unless specifically stated as included, prices contained herein do not contain any Arizona Gross Receipts Tax or other State Tax. If Owner cannot supply certificates of exemption, and in the event that any transaction, privilege, or similar taxes are assessed on materials, labor, supplies, and equipment covered by this agreement, regardless of source, either by way of sales assessed on materials, labor, supplies, and equipment covered by this Agreement, regardless of source, either by way of sales taxes or inclusion within Contractor's gross income on the work, the tax shall be paid by the Owner, provided that the Contractor seeks reimbursement and provided further that the Contractor shall cooperate in efforts by Owner to have any assessment reduced or eliminated and shall perform all other actions required of Contractor under Arizona State or other State Tax Law. Cost incurred by Contractor for such cooperation will be reimbursed by Owner. The provisions of this Article shall survive the termination of this Contract. In the case where Agate is acting as a subcontractor then these same terms and conditions apply to the general contractor.

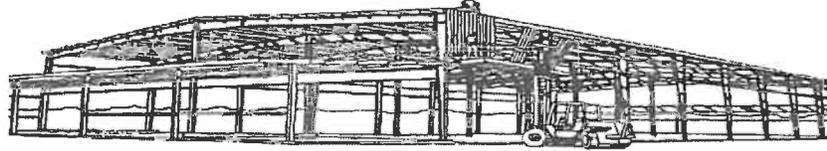
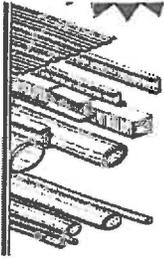
CODES AND STANDARDS: Agate's quotation is prepared from information contained in the contract documents. We assume no responsibility to make deviations from the information contained in the contract documents in order to meet the requirements of building codes and/or governmental safety standards. Any such deviations required from contract documents shall be defined in the form of a written directive or Change Order initiated by others than Agate.

CONTRACTS AND SCHEDULES, ETC.: Agate assumes entering into a contract equal to a standard AIA or AGC contract. Working a standard 40 hour week with an acceptable construction schedule. We include no monies for schedule compression due to an earlier completion date than quoted or an inability to perform our work per schedule due to job progress, weather and/or other trades progress or lack of progress. This quote assumes work will be performed during favorable, not adverse, weather conditions. Adverse weather or other calamities, acts of God, strikes, etc. will constitute grounds for change in schedule and cost. One move-in is figured on this job. Extra move-ins and delays caused by others will be charged at cost plus 15% plus tax and bond. All schedules are preliminary and must be re-negotiated, confirmed and agreed to after a valid building permit is received and after the owner provides a written notice to proceed and after Agate's management, bank, bonding agent and corporate counsel have been assured that the project has been totally and properly funded and that the construction funds are set aside in a manner which guarantees that they will be exclusively available for funding this project only. When the job is substantially complete, Agate, at its own discretion, will issue a Certificate of Substantial Completion. Agate will not be liable for liquidated, actual, compensating or any other damages without the specific authorization of at least two Agate Corporate Officers. If a Liquidated Damage Clause is agreed to then there must be a compensating like bonus for early completion and be approved by at least two Agate Corporate Officers. If you, our customer, file a complaint, claim, or otherwise make a grievance against Agate, or it's subcontractors, with any administrative agency or body and it is determined that Agate, or it's subcontractors, is not at fault as to the item(s) complained of or that agency or administrative body requires no action by Agate or it's subcontractors as to the item(s) complained of then you shall pay Agate for all attorneys' fees and all attendant costs of defending against such complaint, claim, or grievance, which are attributable to that item(s) of complaint.

INSURANCE: This proposal assumes that Agate's Standard Insurance Coverage is acceptable. Sample certificates of insurance are available on request. Insurance in excess of Agate's Standard Insurance is excluded. If you require insurance other than Agate's Standard Insurance then Agate will obtain quotes on the desired insurance and if Agate can purchase the added insurance it will do so after receipt of your written request and your authorization to pay for the added insurance. This proposal excludes Builder's Risk and assumes it is provided by others.

ADDENDA: We have seen addendum 0 PLANS AND SPECS RECEIVED: NO SOILS REPORT RECEIVED: NO
CA A,B,C-8 #608480 * N B#030784 * NM #GB98-33626 * AZ A#089261, B-1 #073578, B-2 #103465, * Guam A,B #6859, WA Agate# 997Q7, OR #164109

Revised May 2007



Re: Myron Mayr
By: Pete Karubos

Date: August 6, 2010
Quote #: 080610-1

PRE-ENGINEERED METAL BUILDINGS, STEEL FABRICATION AND STEEL SALES
CHECK LIST, CLARIFICATIONS, STANDARD EXCLUSIONS AND
EXPLANATION OF THIS PROPOSAL

CONTRACTS AND SCHEDULES, ETC.: Agate assumes entering into a contract equal to a standard AIA or AGC contract. Working a standard 40 hour week with an acceptable construction schedule. We include no monies for schedule compression due to an earlier completion date than quoted or an inability to perform our work per schedule due to job progress, weather and/or other trades progress or lack of progress. Quote assumes field work will be performed during favorable, *not adverse*, weather conditions. Adverse weather or other calamities, acts of God, strikes, etc. will constitute grounds for change in schedule and cost. If Agate is erecting the steel then one move in is figured on this job. Extra move-ins and delays caused by others will be charged at cost plus 15% plus tax and bond. All schedules are preliminary and must be re-negotiated, confirmed and agreed to after a valid building permit is received and after the owner provides a written notice to proceed and after Agate's management, bank, bonding agent and corporate counsel have been assured that the project has been totally and properly funded and that the construction funds are set aside in a manner which guarantees that they will be exclusively available for funding this project only. When the job is substantially complete, Agate, at its own discretion, will issue a Certificate of Substantial Completion. Agate will not be liable for liquidated, consequential or actual damages or any other damages without the specific authorization of at least two Agate Corporate Officers. Furthermore, if a Liquidated Damage Clause is agreed to it must be accompanied by a compensating like bonus for early completion. If you, our customer, file a complaint, claim, or otherwise make a grievance against Agate, or its subcontractors, with any administrative agency or body and it is determined that Agate, or its subcontractors, is not at fault as to the item(s) complained of or that agency or administrative body requires no action by Agate or its subcontractors as to the item(s) complained of then you shall pay Agate for all attorneys' fees and all attendant costs of defending against such complaint, claim, or grievance, which are attributable to that item(s) of complaint.

General Clarifications

- In no instance is it to be assumed that the basic primer system can function or be warranted as a finished paint system. Damage to or degradation of the primer during transit and erection is to be expected and touch up by the others is to be expected. Agate does not provide anchor bolt templates or supervision of anchor bolt settings. If primer is required on fabricated steel Agate will use red oxide or tan primer. Finish paint is excluded on fabricated steel.
- Agate advises that you employ a properly licensed, insured and bonded steel erector to erect your steel. Agate furnishes a steel erection manual to assist in the erection of your structure. If you failed to receive the Agate erection manual, contact our office and we will promptly provide you with a copy. Agate does **NOT** provide consulting or instruction on how to erect your steel structure. If you need steel erection assistance, Agate will make every effort to provide a list of licensed steel erectors for you to contact.
- Customer deposits are required on all Pre-Engineered Metal Building orders, Fabricated Steel Sales and Steel Sales orders and those deposits are non-refundable.
- This proposal assumes that Agate's Standard Insurance is acceptable. Insurance coverage other than Agate's Standard Insurance package is excluded.
- This proposal and any subsequent contract assumes that you, our customer, will not offer to hire or hire under any circumstances any Agate employee for one year from the date of execution and/or from the date of substantial completion of this proposal and any subsequent contract. This proposal and any subsequent contract assumes that you, our customer, will not have the authority to demand that any Agate employee be removed from our on-site or off-site Construction Team on your job. Agate will, at our sole discretion, investigate and relieve of duty or terminate Agate employees, our decision will be final.

ADDENDA: We have seen addendum 0 PLANS AND SPECS RECEIVED: NO SOILS REPORT RECEIVED: NO

The following, when submitted with a written proposal, becomes part of said proposal and becomes legally binding upon issuance of a contract covering the work described in said proposal.

Standard Agate procedures, specifications, and warranties apply to pre-engineered metal buildings, fabricated steel, miscellaneous steel, pre-engineered metal building components manufactured and/or sold by Agate. Any items not specifically stated as included in this Proposal are excluded. Proposals are valid for thirty (30) days only.

Colored panels are per manufacturer's standard color chart. The choice must be in writing and provided to Agate by the buyer. Agate will not be responsible for color selections made verbally, they must be in writing from the buyer.

Agate excludes the cleaning of dust, dirt, rain splatter from our materials.

This quote excludes: special inspections, including but not limited to weld inspections, high strength bolt inspections, and anchor bolt inspections. If plans or specifications require secondary inspections the buyer is to provide, schedule and pay cost of inspections. Steel will be furnished according to structural drawings and will not be coordinated with any other drawings. All dimensions, detail and sections required to produce the job shall be supplied by the structural engineer. If Agate, erects the steel then, the job site must be fully accessible from all sides without any overhead, underground or on-ground obstructions. The working surface must be flat and able to safely support erection equipment. Agate will not erect steel until Agate supervisor or Agate Chief Engineer decides that the site, weather and other conditions are safe and his findings are final.

WARRANTY: Warranty applies for one (1) year after date of shipment from our plant. Our liability shall be limited to replacement or repair of Agate work. Warranty does not cover prime paint. In no event will Agate have any liability from any incidental tort or another legal theory and Buyer releases Seller from such liability. Except as herein expressly provided, there are no guarantees or warranties of any kind, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. Agate will not be responsible for any performance specifications or requirements

All field rework of Agate's material, changes and back charges **MUST** be approved by Agate in writing before the changes are made. Furthermore we will accept no Back Charges without first being given the opportunity to correct the problem with our own personnel. In the event that columns, base plates and steel building frames do not fit the buyer agrees to have a professional engineer confirm in writing that the anchor bolts are correct and per plans. This will be done at the buyer's expense.

LIEN WAIVERS: Only James Uhl, President is authorized to sign lien waivers. No other employee of Agate is authorized to sign lien waivers.

CA A,B,C-8 #608480 * NV B#0030784 * NM #GB98-33626, WA #AGATE1997Q7
* AZ A#089261, B-1 #073578, B-2 #103465, * Guam A,B #6059, * Oregon OR #164109