METROMONT™

**Falls Centre Multifamily PD**

*Raleigh,NC*

Proposal For

**C. F. Evans & Company, Inc.**


Attn: Carl Byars
125 Regional Parkway, Suite 200
Orangeburg, SC 29166
Phone: 803-536-6443
Email: cbyars@cfevans.com


Date: September 29, 2026
Architect: BB+M Architecture, PLLC
Engineer: Ellinwood-Machado Consulting Engineers
Estimate #: 25-0261

Thank you for the opportunity to provide this proposal for the Falls Centre Multifamily PD. We look forward to working with you on this project.

This proposal includes and is made subject to the General Terms and Conditions attached hereto and incorporated herein by reference. This proposal supersedes any and all prior bids, estimates, quotations and proposals, written or oral, submitted by Metromont, all of which shall be void and of no force and effect. No other contract documents applicable to the project shall be binding upon Metromont until received and approved in writing.

## **PRICING IS GOOD FOR 60-DAYS FROM PROPOSAL DATE**

### Logistical Information

1. Suitable roads into and out of the entire footprint for crane and trucks to operate under their own power.
2. Monday-Thursday erection (10 hour days) reserving Friday-Saturday for weather delays, etc.
3. Lane closures by others as required.
4. Protection of underground and overhead utilities by others.

## PRODUCT LIST:

*Approximate quantities are listed below:*

| PRODUCT | QUANTITY | UOM |
|---|---|---|
| Column: CLA 24X24 | 147 | LF |
| Column: CLA 24x33 | 34 | LF |
| Edge Beam Landings: STF 8" | 989 | SF |
| Factory Top DT: FTA 12X30 FACTOP | 93,315 | SF |
| Fascia: FCA 8X140 | 148 | LF |
| Fascia: FCA 8X64 | 37 | LF |
| Fascia: FCA 8X84 | 60 | LF |
| Flat Slab: FSA 8" | 536 | SF |
| Metrowall Horizontal: MWH 8" | 5,118 | SF |

| | | |
|---|---|---|
| Shearwall: SWA 12" | 3,386 | SF |
| Stairs: STA RISERS | 18 | EA |
| Tee Girder: TGA 30x36 | 402 | LF |
| Wall Panel Solid: WPA 8" HRZ | 6,128 | SF |
| Wall Panel Solid: WPA 8" VRT | 32,375 | SF |

## PRICE:

BASE BID R1 ..... $3,815,800

## ALTERNATES:

Alternate 1

To include standard urethane caulking of precast to precast joints only.

- Caulking to dissimilar materials is excluded.
- Mineral wool joint treatment at walls that abut apartments is included.

Add..... $ 174,000.00

Alternate 2

To include 11-strand non-impact barrier cable at metrowalls only.

Add..... $ 67,200.00

Alternate 3

To include CIP washes and topping slab on ELEVATED precast surfaces only.

- Per Metromont details, design and standards.

Add..... $ 234,000.00

Alternate 4

To include 1 non-DOT flagger for the duration of erection.

Add..... $ 22,300.00

Alternate 5

To include a P&P bond.

- Rate is 0.525% and add is TBD until final contract value is determined.

Add..... $ 0.00

All Total $ 4,313,300

## NOTES:

1. Schedule is to be determined upon notice to proceed.
2. This proposal is based on full access inside the footprint for crane and truck access.
3. Metromont to erect precast during standard working hours only.
   - Overtime and weekend erection are not included in the base bid.

4. Connections will be per Metromont standard details, sections and practice.
5. This proposal excludes any liquidated or actual damages.

**Inclusions**

1. Factory topped double tees with straight broom finish and 4" flange - normal weight concrete.
   - Pour strips at interior and exterior metrowall, over t-girders, stairs, etc. are EXCLUDED from this proposal
   - 3-hr fire resistance.
2. Framing per Metromont standard design, sections, details and connections.
3. Solid precast walls on all elevations.
   - MC standard practice assumed.
4. 2 precast stair shafts with precast stairs.
5. Precast flat slab over stair shafts.
6. Interior finish - Light broom.
7. Galvanized connections and black reinforcement.
8. Drop lot and two (2) shuttle trucks.
9. One (1) crane mobilization.

**Exclusions**

1. Precast to precast caulk. See alternate to include.
2. Barrier cable / cable rail. See alternate to include at metrowall only.
3. CIP pour strips and CIP work of any kind on the deck. See alternate to include.
4. Elevator shaft.
5. Expansion joint.
6. Grade spandrels.
7. Traffic control and flagman.
8. Dewatering of footings.
9. Full time safety person.
10. Full-time Metromont representative onsite. Erector will act as Metromont rep on site full-time.
11. Final clean down. Metromont will remove soil on panels caused by shipping and erection only.
12. Temporary facilities (porta-jons, etc.).
13. Clean up crew for overall site.
14. Fire watch.
15. Protection of overhead or underground utilities.
16. Precast retaining walls.
17. Liquidated or actual damages.
18. Wheel wash station or attendant.
19. Road cleaning.

## DOCUMENTS:

Drawings:
8/18/26 - For Permit Only

Specifications:
PCI MNL-116

Addenda:

None

Documents:

Exceptions:

## SCOPE OF WORK:

| A. Administration | |
|---|---|
| 1. P & P Bond<br>See alternate to include. | Excluded |
| 2. Bid Bond | Excluded |
| 3. OCIP | Excluded |
| 4. CCIP | Excluded |
| 5. Minority Participation | Excluded |
| 6. LEED | Excluded |
| 7. BIM Model | Excluded |
| 8. Extended Warranty | Excluded |
| 9. Liquidated Damages | Excluded |
| 10. Professional Liability Insurance / Errors & Omissions Insurance<br>Per Metromont standard insurance for precast structure only. | Included (Explain In Detail) |
| 11. Local Sales Taxes | Included |
| 12. Other Specific Notes | |

| B. Design Criteria |
|---|

| | |
|---|---|
| 1. Building Construction Type<br>Type 1A | Per Documents |
| 2. Deck Classification | Closed |
| 3. Non-Standard Engineering Requirements | Excluded |
| 4. Designed For Future Expansion | Excluded |
| 5. Seismic Soil Site Class<br>Per structural narrative.<br>SDC B. | Site Class D |
| 6. High Seismic Connections | Excluded |
| 7. Wind Speed (MPH) | Per Code |
| 8. Live Loads | Per Code |
| 9. Dead Loads | Per Code |
| 10. Progressive Collapse Design | Excluded |
| 11. Blast Design | Excluded |
| 12. Engineering Services Provided | Specialty For Precast Structure |
| 13. Lateral System Type | Shear Walls |
| 14. Retaining Walls / Basement Walls | Excluded |
| 15. Minimum Clear Height | Per Code |
| 16. Retention Pond Covers Or Other Grade Floor Level Precast | No |
| 17. Fire Resistance Rating<br>3-hr per documents. | One and Above (Explain in Detail) |

## C. General Products

| | |
|---|---|
| 1. PCI Manual Code | MNL-116 |
| 2. Exterior Concrete | Structural Gray Mix |
| 3. Mock-up Size | Excluded |
| 4. Corrosion Inhibitor | Excluded |
| 5. Double Tee Flange Type | Factory Topped |
| 6. Flange Mesh Finish | Black |
| 7. Rebar Reinforcing Finish | Black |
| 8. Typical Mesh Finish | Black |
| 9. Foundation Hardware Finish | Black |
| 10. Typical Hardware Finish | Galvanized |
| 11. Flange To Flange Connector | MC Connector |
| 12. Flange To Flange Connector Finish | Galvanized |
| 13. Double Tee Standard Stem Blockouts | Included |
| 14. Chamfers | Excluded |
| 15. Dovetails | Excluded |
| 16. Stem Anchors (Unistruts) | Excluded |
| 17. Depth Of Typical Reveal (If Required) | Excluded |
| 18. Handrail Embeds | Excluded |
| 19. Stair Nosing By Metromont | Yes |
| 20. Exterior Finish Types | Form Finish (Exposed) |
| 21. Brick Shape | Excluded |
| 22. Trowel Finish | Excluded |
| 23. Cast In Material For Other Trades - Please Specify | Excluded |

| | |
|---|---|
| 24. Ornamental Precast (Sills, Copings, Etc.) | Excluded |

## D. Delivery

| | |
|---|---|
| 1. Drop Lot | Included |
| 2. Shuttle Truck<br>Two (2) included. | Included |
| 3. Police Escorts | Excluded |
| 4. Flagman Into Jobsite<br>See alternate to include. | Excluded |
| 5. Tirewash | Excluded |
| 6. Minority Haul | Excluded |
| 7. Other Delivery Notes Or Special Considerations | GC/CM to supply direct all weather access for trucks to deliver product to the crane. |

## E. Installation

| | |
|---|---|
| 1. Erection | By Metromont |
| 2. Number Of Crane Mobilizations | 1.00 |
| 3. Erection Restrictions | GC/CM to supply all weather access for Metromont's crane inside entire footprint of the deck. Crane size and configuration may vary from job to job, please confirm crane size with Metromont to ensure adequate room for erection to occur. |
| 4. Foundation Connection Field Coating | Excluded |
| 5. Miscellaneous Installation Requirements | Excluded |

## F. Field Services

| | |
|---|---|
| 1. Caulking<br>See alternate to include. | Excluded |
| 2. Expansion Joint Material | Excluded |
| 3. Barrier Cable | Excluded |
| 4. Barrier System At Ramp<br>See alternate to include. | Excluded |
| 5. Barrier System At Perimeter | Excluded |
| 6. On-Site Concrete By Metromont<br>See alternate to include. | Excluded |
| 7. Field Topping (Material & Labor) | By Others |
| 8. Pour Strips (Material & Labor) | By Others |
| 9. Other Applied Horizontal Coatings | Excluded |
| 10. Miscellaneous Jobsite Logistics | Excluded |
| 11. Exterior Finishing | Excluded |
| 12. Other Field Service Notes | |

By:

Chris Decker
Sales and Business Development Manager
,
Phone: 864-605-5000
Email: cdecker@metromont.com

BUYER, PLEASE INDICATE ACCEPTANCE BY SIGNING BELOW AND RETURN TO METROMONT, LLC FOR ACCEPTANCE

(ACCEPTED AS A CONTRACT)

| BUYER | Chris Decker |
|---|---|
| By: | By: |
| Title: | Title: |
| Date: | Date: |

# GENERAL TERMS AND CONDITIONS:

## A. ADMINISTRATIVE

1. All bids and quotations are subject to the terms, provisions, and limitations of scope per Metromont, LLC (METROMONT) Standard Proposal/Contract. All contractual terms are subject to final approval in writing by an officer of METROMONT. Capitalized terms not otherwise defined in these Terms and Conditions are used in the context of a typical project with Contract Documents which identify and assign duties to each of the Owner, Buyer (Contractor), and METROMONT (Subcontractor). These terms and conditions will apply with equal force if the Owner is the Buyer, in which case duties and obligations of the Contractor set forth herein shall apply to the Owner. Captions are for convenience and shall not be construed a limitation on the subject matter of each section.

2. If a standard "Boiler Plate" agreement is in place with the Buyer, then the terms of said agreement shall supersede conflicts in this proposal, only if approved in writing by METROMONT.

3. Buyer shall furnish a certificate of the Owner's Builder's Risk Insurance Policy showing METROMONT as additional insured, deductible amounts of all categories, and any exclusions before METROMONT commences any site operations. If Buyer is unable to supply adequate coverage, METROMONT will have the right to obtain Builders Risk Insurance and be reimbursed for the amount by the Owner. METROMONT shall not be responsible for any deductible amounts.

4. The qualifications listed herein shall be part of the contract or subcontract with Buyer. The price will be subject to adjustment if any provision in this proposal is modified in the Contract Documents without METROMONT's written consent.

5. This proposal is based on Metromont's standard insurance coverage, which excludes Professional Liability of Architects, Engineers, Surveyors, etc. If such coverage is desired, METROMONT will attempt to secure such coverage from its insurer and, if available, charge any additional premium(s) to the job.

6. All sales are subject to final credit approval.

7. Please remit contract to: Area Sales & Business Development Manager, METROMONT LLC, 20 Two Notch Road,

Greenville, SC 29605.

8. METROMONT shall not be responsible for any damages, delays, or additional costs attributable to or resulting from labor disputes, strikes, lock-outs, inclement weather, flood, high winds, earthquake, fire or other natural disasters, acts of God, pandemic, or other causes beyond METROMONT's control.

9. METROMONT shall have the right to receive from the Buyer information relating to the Owner's financial ability to pay for the work, including:

a. all constituent documents for the legal entity which owns the Project,
b. recent financial statement, including balance sheet,
c. source of financing including name, address, and contact information for mortgage lender,
d. certified true copies of any surety bonds. Failure or refusal to provide a copy of applicable payment and performance bonds upon request shall constitute a breach of these Terms and Conditions and any resulting contract or subcontract for the work described herein.

10. Contractor shall provide an accurate legal description of the Project prior to commencement of the Work, and shall provide Subcontractor with copies of any special forms or notices required to preserve lien rights under state laws applicable to the Project.

11. If certified payrolls for OCIP, CCIP or any other like item are required, there will be an addition cost of 1/2 % of final contract amount.

## B. PRICE AND PAYMENT

1. All bids, quotations, estimates, and contract prices are subject to increase and all delivery and erection schedules are subject to extension without notice based on price increases and raw material shortages or supply beyond the control of METROMONT. Material price increases resulting from (i) the imposition, assessment, or collection of customs duties, tariffs, or other fees or charges imposed upon imported goods or materials by any governmental authority, or (ii) tariff rate quotas or other limitations affecting the importation of materials and supplies, will be added to the contract price, whether imposed, assessed, or implemented before or after a contract is signed or a proposal or quote is accepted.

2. One hundred percent (100%) of the manufactured value of METROMONT's products will be billed monthly as such products are manufactured and stored in METROMONT's yard awaiting shipment to the job site. Such value is payable

in full by the 25th of the month following such billing. No retainage shall be withheld on stored materials. Retainage withheld on delivery and erection of our products shall be released and paid within 60 days following erection completion. All retainage is due 30 days after all Work covered by this proposal has been completed. FOB contracts are not subject to retainage. If METROMONT provides a P&P Bond, we will require that 0% retainage be withheld on all monthly pay applications and payments.

3. In any event, Buyer will not hold retainage greater the percentage withheld by the project Owner. At 50% completion of our Work, retainage will be reduced by 50%. If required by local law, Buyer shall provide METROMONT with the name, address, account number and other contact information for the financial institution selected to hold retainage for the benefit of subcontractors and suppliers.

4. In the event of legal action or suit for collection, Buyer shall pay reasonable attorney's fees and all costs of collection. If at any time the financial condition of the Buyer or the project owner is impaired or unsatisfactory to METROMONT, without prejudice to other remedies, METROMONT shall have the right to cancel orders, discontinue shipments, and/or require other satisfactory security to guarantee that invoices will be paid promptly. METROMONT's remedies are cumulative. Progress payments or final payments due and unpaid under this Proposal or any resulting contract or subcontract shall bear interest from the date payment is due at the rate provided in the Contract Documents or, in the absence thereof, at the legal rate prevailing at the location of the Project.

5. If the Owner or its designated agent does not issue a Certificate for Final Payment or if the Buyer does not receive such payment for any cause which is not the fault of METROMONT, the Buyer shall promptly inform METROMONT in writing. The Buyer shall also diligently pursue, with the assistance of METROMONT, the prompt release by the Owner of the final payment due for METROMONT's work. At METROMONT's request and joint expense, to the extent agreed upon in writing, the Buyer shall institute all reasonable legal remedies to pursue full payment of METROMONT's application for final payment including interest thereon. Unless otherwise agreed, amounts recovered by Buyer, METROMONT'S behalf shall be paid without fee or markup.

6. Price does not include any allowance for liquidated damages, and METROMONT shall not be responsible for liquidated damage claims. Under no circumstances shall METROMONT be responsible for unearned contractor bonuses, lost early completion incentives, or consequential damages.

7. All state, local and federal "Prompt Payment Acts" shall be part of this agreement and in force. No withholding, offset or other reduction in amounts due METROMONT shall be made except upon grounds set forth in any such law or provision in the state where the project is located. Under no circumstances shall amounts payable for work performed on one project be withheld, offset or reduced on account of any alleged breach or default of METROMONT on any other project involving Buyer or parties affiliated with Buyer by common ownership or control.

8. All payments for goods and services provided hereunder shall be due as billed and shall not be contingent upon payment to the Buyer from any third party. The Buyer's liability hereunder shall not be delayed or excused on the grounds that it has not received payment from any third party. METROMONT specifically rejects "pay when paid" or "pay if paid" terms or other payment conditions which are not directly related to METROMONT'S performance hereunder.

9. METROMONT will not accept ANY *pay when paid*, *pay if paid* or other conditional payment clause. In all cases Buyer shall provide METROMONT with prompt written notice of any delay or default in payment by any third party responsible for payment to Buyer, in order to permit METROMONT to preserve and exercise lien rights under applicable law or it's rights under payment and performance bonds issued for the benefit of subcontractors and suppliers on the Project. The failure to provide such notice(s) shall render any conditional payment terms void.

## C. ENGINEERING/DESIGN

1. Price includes product design by a Professional Engineer but excludes the services of an Engineer of Record. Product design, calculations, and erection drawings will be submitted for review and approval by the Buyer and the Designer of Record. Production will not commence without these approvals. Erection/shop drawings will be prepared in accordance with dimensions provided by the Designer(s) and the Buyer. Products to be fabricated in accordance with erection drawings as approved by the Designers and the Buyer. METROMONT will not be responsible for notifying other Contractors or Subcontractors for changes in its scope of work which appear on approved drawings. All product designs are based on METROMONT's Engineering Department recommendations, which will be submitted to the Designers for approval.

2. Field measuring for establishing shop drawing dimensions is not included.

3. Products bearing U.L. labels are excluded.

4. METROMONT's design responsibility shall be strictly limited to products and materials manufactured and erected by

METROMONT, and METROMONT shall not be responsible for any work performed by any other Contractor or Subcontractor on the Project, including the coordination, supervision, or approval work performed by others.

5. METROMONT provides structural design of precast concrete components in accordance with design criteria specified by the project owner and its design team. Structural designs will conform to design criteria and meet applicable building codes. METROMONT makes no representation or warranty that design criteria specified by the Owner's design team will be fit or suitable for the Owner's intended use or purpose.

6. METROMONT does not offer design services or accept responsibility for any necessary signage, speed limits, safety measures, weight restrictions or other limitation on the use and occupancy of the completed structure. The failure to install and maintain proper signage with posted limitations upon vehicle weight and speed within parking structures will void all legal and contractural warranty obligations.

7. METROMONT'S engineering responsibility is limited to design of precast concrete components as specialty structural engineer (SSE), as defined by the Council of American Structural Engineers (CASE), which limits the responsibility of the SSE to providing signed and sealed engineering documents for its portion of the work. In accordance with CASE, the structural engineer of record (SER) is required to review METROMONT'S engineering documents for:

a. conformity with the SER's overall structural design intent,
b. compliance with and use of applicable building codes, including specific requirements of the jurisdiction in which the project is located,
c. coordination with other structural elements,
d. the adequacy of the lateral load resisting system to mitigate seismic and wind loads as intended in the overall structural design, including foundation design.

8. METROMONT expressly reserves and shall retain all intellectual property rights in design documents prepared by its engineering department or consultants employed on its behalf. The Buyer and the owner, as applicable, shall have a limited license to use product designs, calculations and erection drawings solely for the purpose of constructing and maintaining the project.

## D. MANUFACTURING

1. METROMONT will use its own certified testing laboratory. METROMONT will not be responsible for charges incurred for additional testing if the owner elects to use the service of an independent testing laboratory.

2. Only openings greater than 10" x 10" (minimum of 100 square inches, and no one dimension less than 8") as shown on the structural drawings will be cast into the precast concrete. All other openings are to be field cut by others. Written approval for field cuts must be obtained in advance by METROMONT.

3. All formed openings are to be considered as rough openings.

## E. SITE WORK

1. Protection of precast concrete panels and components after erection is not included.

2. Cleaning of shipping/erecting soiling is included unless resulting from jobsite conditions caused by others; a general clean down is excluded.

## F. DELIVERY / ACCESS / ERECTION

1. Unless otherwise set forth in this Proposal, Buyer shall be responsible for traffic control, off-duty policemen or traffic personnel, power lines, underground utilities municipal charges, curb repair, and special cleaning of streets, roads, access lanes, and project site caused by crane and equipment use. Price is based on truck delivery to the point of use in truckload quantities. Buyer agrees to provide stabilized roadways or approaches to points of delivery located on other than paved streets and to provide access to the structure. Such access shall include ample space in which to manipulate crane booms and an area consisting of reasonably level ground.

2. Offset lines and elevations to be furnished by the Buyer on each floor and each side of the building, minimum.

3. Buyer shall provide all temporary services and utilities necessary for the performance of work at the Project site including potable water, sanitary facilities, off-street parking for METROMONT's personnel and Subcontractors, electricity and lighting. Dumpsters or trash containers are to be furnished by Buyer.

4. METROMONT reserves the right to stop deliveries and/or erection if its requirements for access are not met, in which case an additional charge for subsequent remobilization will be imposed. Under no conditions will METROMONT pull or push its equipment onto, around, or about the jobsite or permit others to do so.

5. METROMONT excludes participation in or contribution to any composite cleanup crew as may be required for the Project. However, METROMONT will remove and dispose of any and all trash, dunnage, packaging, or other materials created by its forces, not incorporated into the completed scope of our work on a continuing basis. This service will cease upon the completion of our operations and will not include any services of this nature required by or on the behalf of others. Dumpsters are to be provided by the General Contractor.

6. Price assumes that the supporting structure will be in place to allow a continuous and orderly erecting sequence.

7. Foundations are to be built by others. METROMONT will inspect the finished work for apparent defects but will not be responsible for any faulty or defective work performed by others. Any corrective work shall be performed by others prior to METROMONT'S erection crew arriving on the job site.

8. METROMONT reserves the right to limit or delay daily shipments under this quotation due to unexpected or unavoidable shortages in the supply of raw materials. Under no circumstances shall METROMONT be liable for consequential damages, delay damages, liquidated damages, or other claims due to the inability to deliver because of shortages or unavailability of raw materials.

9. Buyer shall notify METROMONT of any special safety rules or requirements which exceed OSHA standards and shall reimburse METROMONT for additional costs incurred in compliance with any such requirements. METROMONT will follow OSHA subpart M procedures only.

10. Demolition or modification of existing structure is not included.

11. Grouting/filling blockouts or a recessed connection at precast connections is not included.

12. Adequate access and suitable ground conditions for our trucks and erection equipment to operate under their own power around the perimeter of the structure, free of all obstructions, including overhead power lines, no less than 50 feet wide.

13. Quoted price does not include additional expense for certified payrolls or labor rates for site work mandated by the Davis-Bacon Act or similar laws affecting wage rates.

## G. SCHEDULE

1. If Buyer does not adhere to schedule, the Price is subject to renegotiation to allow for any increases in METROMONT's costs. No allowance for overtime or days lost to weather is included. The schedule is dependent on a maximum two-week approval period for shop/erection drawing approval (layout and sections as well as any required calculations). An approval process of one-week (or less) may be required to meet aggressive schedules.

2. Production will not commence until approval of shop/erection drawings has been received by METROMONT. The price will be adjusted for late approvals to incorporate any additional costs incurred by the METROMONT. The schedule does not include submittal or approval time for individual production drawings.

3. FOB proposals: Buyer shall provide METROMONT with a detailed shipping/erection sequence prior to the start of production. Subsequent changes in sequence may result in extra charges and delays in scheduling. Delivery will be in full truckload lots only with two hours of free waiting/unloading time allowed. Buyer shall reimburse METROMONT for excess waiting/unloading time charged by its contract hauler.

4. If the Work is suspended or terminated for the convenience of the Owner or the Contractor prior to completion, then:

   a. The Contractor shall pay METROMONT promptly, in accordance with the schedule of values previously submitted as the basis of its pay applications, for all Work completed through the date of termination, plus a reasonable sum for demobilization and other costs incurred due to early termination.
   b. All construction warranties, product warranties, and guarantees relating to the Work shall be void and of no force and effect. METROMONT shall be released and discharged from all claims relating to the Work.
   c. Contractor shall indemnify and hold harmless METROMONT for all claims, demands, actions and causes of action, and all damages, losses, and expenses (including attorney's fees) incurred by METROMONT which are not directly attributable to the performance of its obligations under the Contract Documents.

5. Additional Contract Documents are to be received within 30 days of award or prior to production, whichever comes first. Failure to comply with this requirement will result in backcharge of lost production time, engineering, and demobilization fees.

## H. WARRANTY

1. All work shall be warranted against defects in material and workmanship for a period of one year from date of substantial completion of our scope of work or occupancy, whichever occurs first.

2. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE MADE IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING BY OPERATION OF LAW.

3. ANNUAL INSPECTIONS MAY BE REQUIRED BY APPLICABLE BUILDING CODES. Building codes, the Precast/Prestressed Concrete Institute, and the National Parking Association strongly recommend annual inspections of structural components, including parking garages, by qualified structural engineers. METROMONT does not provide engineering services or inspections after substantial completion of its work.

## I. DISPUTES

1. In the event of a dispute over the quality or performance of the work before, during or after completion of the Project, METROMONT and its consulting engineers and attorneys shall have the right to inspect the building and any allegedly defective condition and conduct all necessary testing, including load tests, as may be reasonably necessary to repair the affected conditions and assess liability or fault, without prejudice to its legal rights under this Agreement or otherwise.

2. Any controversy or claim arising out of or relating to this proposal or any resulting contract or the breach thereof shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration shall be final and binding on all parties and will be utilized in any claim or controversy that arises under this Agreement. The Agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 21 et seq., which shall not be superseded or supplemented by any other arbitration act, statute, or regulation. Arbitration proceedings shall be conducted at the office of the American Arbitration Association nearest the project site, unless the parties agree otherwise. Statutes of limitation and repose under the law of the state in which the project is located shall be given full force and effect in any such proceeding. Notwithstanding AAA rules to the contrary, if the arbitration is a multi-party proceeding, METROMONT shall not be required to pay arbitration fees which are disproportionate to the amount in dispute relating to its work.