- f. Portable toilet facility, in the event that one is not within the immediate proximity (300 feet) of the building site.
- g. Unhindered access to the construction site.
- h. Delivery of materials, if any, to be furnished by the Buyer, including block out material for windows and doors, special arches, vents, pipes and chimneys and any other special materials that may be required that are not covered specifically by this contract. Buyer to furnish trusses and flooring for trusses on two story structures. Skylight lens furnished, if ordered but, installed by carpenter. Solar tubes may be used but are neither sold nor installed by EST. EST will build and place block outs for windows, doors and mod openings in concrete walls.
- Provisions on the construction site for placement of waste including concrete pump and truck clean-out.
- j. Readily accessible water, electricity, and phone on the construction site.
- k. Insulation for exposed concrete walls and frost footings (if required) shall be furnished by EST and left on site for installation by the proper tradesman according to instructions by EST.
- 7. EST not a general contractor. It is agreed that EST is to construct only the Concrete Basic Structure as agreed herein. No other labor, materials or services will be furnished or contracted for by EST except as expressly agreed on a change order added to this agreement under Article 10. On occasion EST may advise Buyer with respect to the hiring of other contractors, workmen, or suppliers, however, EST shall not be responsible for contracting with, supervising, or paying such other parties, or for the quality of their workmanship or materials.
- 8. <u>Delays.</u> EST shall not be held accountable for any delays caused in whole or in part by the Buyer's failure to meet the requirements of Article 6, above; caused by any other breach of this agreement by the Buyer; caused by fire, flood, storm, or natural disaster; caused by strike or other labor dispute; caused by the acts of orders of any government authority; or caused by any other person or instrumentality beyond the control of EST.
- 9. Winter Construction. If any of the work under this agreement is performed between the dates of November 15 to April 30, inclusive, the provisions of this paragraph shall apply. It is understood that snowfall, ice, freezing and