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A Structural Group Company



FILED FOR RECORD
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By JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

TIME & MATERIAL PROPOSAL

Structural Technologies, LLC
15600 Trinity Blvd., Suite 118
Fort Worth, TX 76155
Phone: 817.545.4807
Fax: 817.545.4827

September 23, 2019

Proposal to:

Phone:

Attention: herein called "Buyer"

Project: 2500 Stonewall St. Garage

Bid Documents:

Structural Technologies, LLC proposes to furnish the following field services in accordance with the terms attached herewith.

SCOPE OF WORK

- The intent of this proposal is to gather information needed to develop a proposal for repairs of each intermediate location.
- Furnish the services of qualified technician(s) to perform condition assessment of intermediate button head anchors and to determine the makeup of the post-tensioned system at a rate of **\$750** per man, per day, plus material/equipment and living expenses. Pro rata hours and rates will not be considered in a partial work day.
- If the weather conditions prevent Structural Technologies crew from performing the work or if the site is not ready for Structural Technologies field crew, a rate of \$750.00 per man, per day, plus travel and living expenses will be applied.
- Structural Technologies shall have access to the work access from 7:00 a.m. to 5:00 Monday through Saturday or during night time hours.
- Total cost is based on Structural Technologies being able to perform its work in one move-in with unrestricted, uninterrupted job site access for the duration of Structural Technologies work, per a mutually agreed upon schedule. Add \$2,000.00 for each additional move-in. A move-in is defined as commencement of work after the cessation of work for one or more days.

EXCLUSIONS (See Attachment "A")

Material, equipment and living expenses to be charged @ cost plus 20%

Equipment cost EST: \$1,480.00

Material cost EST: \$525.00

Labor EST: \$15,000.00

Engineering cost EST: \$5,000.00

Budgeted crew size: Four (4) man crew.

Estimated duration: Five (5) days.

Total Repair EST: \$22,005.00

The total price above is an estimate only and could increase or decrease based on the actual working duration and material and equipment used. Daily field reports and material and equipment documentation will be provided as a form of backup upon invoicing at the end of the project.

PRICE(s): The above prices are good for Sixty (60) days after which prices shall be subject to an increase.

TERMS

- Structural Technologies will not perform any field work until this proposal is signed
- Accounts past due shall bear interest at the rate of one and one-half percent (1 ½%) per month, or the maximum rate allowed by the prevailing law, whichever is less.
- "Contractor acknowledges that in the event Structural Technologies employees observe unsafe or potentially unsafe work conditions, including but not limited to unsafe equipment, devices, work platforms, guardrails, etc. provided by Contractor, other subcontractors, or suppliers, Structural Technologies shall provide immediate notice of same to Contractor. Upon observation of such conditions, Structural Technologies may remove its employees from the affected area of the project site until Contractor remedies such unsafe or potentially unsafe or work conditions. Contractor further acknowledges that in no event shall Structural Technologies be liable for delay, direct punitive, indirect, punitive, incidental or consequential damages of any kind as a result of Structural Technologies temporarily removing its employees as a result of same."

Acceptance: The above Proposal, including all documents therein, shall constitute a Contract when executed by each party below, or when Buyer gives written notice to proceed.

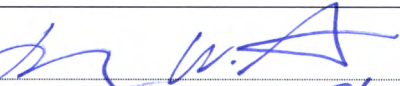
Buyer:

Structural Technologies, LLC

Signature: _____

Print: _____

Title: _____


Bobby W. Stwa II
Camp Judge

Signature: _____

Print: _____

Title: _____

ATTACHMENT "A"

SCOPE OF WORK

- Mobilization to jobsite.
- Condition assessment of intermediate button head anchors to determine the composite make up of post tensioning system.
- Chip out concrete at tendon low points in slab to evaluate condition of the wire at locations.
- Patch back concrete at all locations where concrete was removed for assessment.
- Remove all Structural Technologies' debris to an onsite dumpster.
- Demobilization from jobsite.
- Provide an engineered evaluation of the information gathered and a report identifying all conditions gathered. This is not a structural evaluation of the garage, but only a determination of the existing conditions of the button head system, as of today.

SCHEDULE CONDITIONS

- Cost estimate above is based on one mobilization. Each additional mobilization will increase the cost estimate by \$2,000.
- Work can commence upon agreement between Structural Technologies and Buyer as well as the availability of Structural Technologies field crews.
- Structural Technologies shall have unrestricted access to the work site from 7:00 a.m. to 5:00 p.m. Monday through Friday or at nighttime and weekend hours as negotiated with Buyer.

BUYER SHALL PROVIDE AT NO COST TO STRUCTURAL TECHNOLOGIES

- Suitable on-site staging area for Structural Technologies work.
- Adequate on-site storage area for all material and equipment.
- Costs of bonds, permits and liquidated damages.
- All work space shall be clean, safe, including adequate tie off access and conform to prevailing OSHA regulations.
- Adequate parking and sanitary facilities for Structural Technologies employees.
- Any traffic control, parking, and/or lane closures necessary for transporting equipment and materials.

EXCLUSIONS

- Engineered structural analysis of garage.
- Furnishing and installing any item not specifically included in SCOPE OF WORK above.
- Noise and dust control.
- Inspection and testing if required by Buyer.
- Union labor and prevailing wage requirements.
- Domestic origin requirements for materials.
- OCIP / CCIP insurance participation.
- Project specific orientation or safety training if required.
- Actual damages, punitive damages, indirect, incidental or consequential damages of any kind.
- Pedestrian and Traffic control.
- Any hazardous waste abatement and/or disposal.
- Any onsite orientation or safety related training.
- Anything not identified in the scope of work above.

Structural Technologies, LLC GENERAL TERMS AND CONDITIONS

ACCEPTANCE: This Proposal may only be accepted within the time specified herein. Written or oral notice by Buyer to proceed shall constitute acceptance by Buyer of this Proposal, including these General Terms and Conditions.

DESIGN: Structural Technologies (herein called "Structural Technologies ") shall not have any liability whatsoever for the design or details of others, and Buyer shall defend, indemnify and hold Structural Technologies free and harmless of any such liability.

WORKMANSHIP OF MATERIAL: Structural Technologies agrees to replace any material furnished hereunder which is found not to be in conformance with contract requirements, provided, Structural Technologies liability for any and all losses and damages, direct and consequential, sustained by Buyer and/or others arising out of the performance of this Contract shall be limited to the replacement of defective or non-conforming material, and then only when Structural Technologies receives timely notice in accordance with the provisions of this Contract so that replacement may be made prior to the installation of such material.

INSPECTION AND TESTING: The material to be furnished under this Contract shall be subject to Structural Technologies standard quality control at the place of manufacture, and any other inspection shall be at the expense of Buyer.

DELAY OR FAILURE TO PERFORM: Structural Technologies shall be excused for any delay or failure in performance due to an act of God, war, riot, embargo, an act of any civil or military authority, fire, flood, accident, quarantine restriction, mill condition, strike, difference with workers, delay in transportation, shortage of cars, fuel, labor, material or equipment, delay by Buyer in the approval of any redesign or shop drawing of Structural Technologies, or any other cause beyond the reasonable control of Structural Technologies.

CLAIMS: Any claim of shortage, adjustment or correction of material furnished by Structural Technologies must be made in writing and submitted to Structural Technologies within five (5) days after such material has been delivered. Any such claim not so submitted is forever waived.

TERMINATION: If under the terms of this Contract or the prime contract the price is to be increased through negotiation, Structural Technologies shall, in the absence of agreement on a new price, have the right to terminate this Contract without any liability to Buyer.

COST AND CHARGES TO: With respect to any work claimed to be performed by Buyer for Structural Technologies' account; Structural Technologies shall receive prior notice thereof; Structural Technologies shall have the right to perform such work; Structural Technologies shall receive written notice of the costs incurred by Buyer therefore within ten (10) days of the date such costs were incurred. If not so notified, Structural Technologies shall have no liability therefore. Structural Technologies hereby reserves the right to dispute any such claim of Buyer.

SUPPLY BOND: At Buyer's request, a supply bond for one hundred percent (100%) of the material to be furnished hereunder shall be provided at Buyer's expense.

TOTAL COST: Where costs for bid items are shown separately hereon, acceptance of a part of this Proposal without acceptance of all bid items set forth shall not be effective unless specifically agreed upon in writing by Structural Technologies. If Buyer receives any additional compensation for any reason whatsoever, the portion of such compensation attributable to the labor, material, equipment or design provided by Structural Technologies, or any damage suffered by Structural Technologies, shall inure to the benefit of Structural Technologies.

PAYMENT: If Buyer fails to make payment to Structural Technologies when due, or if, in Structural Technologies' sole and reasonable opinion, Buyer's ability to make future payment becomes impaired, Buyer shall be in default of this Contract, Structural Technologies shall be entitled to cancel this Contract without any liability whatsoever to Buyer, and Structural Technologies shall be entitled to recover from Buyer its damages. Furthermore, if at any time during the performance of this Contract, payment is not received by Structural Technologies within forty-five (45) days from date of invoice, all remaining material shipments shall be made on a COD-basis. If the prime contract documents between Buyer and Owner contain more favorable terms for Buyer; these more favorable terms shall automatically become incorporated herein and shall be the basis for payment under this Contract. Buyer's failure to meet these payment terms shall be cause for Structural Technologies' cancellation of this Contract.

LIABILITY OF BUYER: Buyer agrees that Buyer is liable to Structural Technologies for the Total Cost and timely payment thereof as set forth in this Contract. If any progress payment or the final payment is not timely made by Owner to Buyer, regardless of the reason for non-payment, Buyer shall be liable for full and timely payment to Structural Technologies. Any unpaid balance of the Total Cost shall be due and payable by Buyer to Structural Technologies thirty (30) days after substantial performance by Structural Technologies of its delivery obligation under this Contract.

INDEMNIFICATION: Buyer shall indemnify and hold harmless Structural Technologies against any liability, loss or expense incurred or suffered in consequence either of bodily injury to any person (including death), or damage to any property, to the extent due to any negligent or willful act or omission of the Buyer's or of any subcontractor, officer, agent or employee thereof, arising out of Buyer's work and materials on or related to the project. Structural Technologies shall likewise indemnify and hold harmless the Buyer for Structural Technologies' negligence.

ATTORNEY'S FEES AND COSTS: In the event any legal action arises out of this Contract, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs of suit.

INSURANCE: Buyer agrees, at Buyer's option, to insure against loss from fire and extended coverage perils, Buyer's interest, including Structural Technologies' interest, in the entire structure on which work of this Contract is to be done, including all property, material and supplies. Buyer shall name Structural Technologies as an additional insured on Buyer's Policy of Builders Risk Insurance. If Buyer does not maintain such insurance in an adequate amount, Buyer shall reimburse Structural Technologies for any loss which would have been recoverable therefrom.

Structural Technologies is protected by Worker's Compensation Insurance (and/or Employers' Liability Insurance); Public Liability Insurance for Bodily Injury with limits of Two Hundred Thousand Dollars/Five Hundred Thousand Dollars (\$200,000/500,000); Public Liability Property Damage Insurance with limits of One Hundred Thousand Dollars/Two Hundred Thousand Dollars (\$100,000/200,000); and Automobile Casualty Insurance and Property Damage Insurance, and will furnish certificates evidencing such coverage upon request. If Buyer's contract or purchase order places greater responsibility upon Structural Technologies or requires further insurance coverage, Structural Technologies, if specifically directed in writing by Buyer, shall obtain additional insurance (if procurable) to protect Structural Technologies, at Buyer's expense, but Structural Technologies shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage's of Structural Technologies' insurance, and Buyer agrees to hold Structural Technologies harmless from the cost of any such damage, including all expenses related thereto.

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TECHNICAL ASSISTANCE: Technical assistance provided by Structural Technologies is of a consulting nature and shall not relieve Buyer of its responsibility to supervise and construct the project in accordance with the contract documents.

EQUIPMENT: Buyer warrants to Structural Technologies that all persons who will operate, maintain and handle the equipment for Buyer during the term of the Equipment Lease shall be highly competent and highly skilled with the respect to such operation, maintenance and handling so as to do so efficiently, safely and without injury to any person or property.

Should Buyer require any instruction or other assistance from Structural Technologies with respect to the operation, maintenance and handling of the equipment, Buyer will promptly notify Structural Technologies. Any such instruction or other assistance provided by Structural Technologies to Buyer shall constitute "Technical assistance" for which Structural Technologies shall be compensated as set forth in this Proposal. Equipment shall only be used in connection with the post-tensioning of Structural Technologies materials.

ADVERTISING: Structural Technologies shall have the right to post signs at the site, and on its heavy equipment, identifying Structural Technologies with the project. Such signs shall be large enough to be clearly legible from nearby roads and highways. In addition, if Owner or Buyer posts a sign listing any subcontractor, Structural Technologies shall also be listed. Should Buyer provide information to any trade, professional or construction magazine in the preparation of an article on the project, Buyer shall notify Structural Technologies at the time Buyer provides such information.

SAFETY: Buyer agrees to indemnify and hold Structural Technologies harmless for any fines, penalties, damages, attorneys' fees, or any other expenses incurred as a result of Buyer's failure to comply with any federal or state OSHA regulation or any other governmental or industrial safety requirement or standard.

TIME OF ESSENCE: With respect to all matters in this Proposal, time is of the essence
