

MATERIALS TESTING, INC.

55 LAURA STREET • NEW HAVEN, CONNECTICUT 06512 • (203) 468-5216 42 BOSTON POST ROAD • WILLIMANTIC, CONNECTICUT 06226 • (860) 423-1972

> 07.30.25 Proposal No. S-072516833 Page 1 of 1

Colliers Engineering 135 New Road Madison, CT 06443 Attn: Charles Warrington

Email: Charles.Warrington@collierseng.com

Tel: 860-235-5313

Re: Ledyard Juliet Long HVAC Installation Project

1854 CT-12, Gales Ferry, CT 06335

Dear Mr. Warrington

In response to your recent request, we are pleased to submit our proposal for your consideration.

STRUCTURAL STEEL/COLD FORMED STEEL FRAMING:

- 1. <u>Visual Inspection of Welded Connections and or Cold Formed Steel Framing:</u>
 - 1. Maximum of eight (8) hours (normal time).....\$1,200.00 (Between 7:00 a.m. 3:30 p.m. per visit)

FUEL ALLOTMENT:

2. Per mile......\$ 0.75 each

PROJECT MANAGER:

3. 0.05 hours x onsite inspector's time at.....\$105.00 per hr.

Budget Estimate: \$2,500.00

In addition to personnel and company industry specific certifications, we are accredited by the CT Better Business Bureau and are an Affirmative Action/Equal Opportunity Employer.

Thank you for your consideration.

Very truly yours, Materials Testing, Inc.

Bryan Kearns

General Terms & Conditions

Definitions: (1) (Provider) shall mean **Materials Testing, Inc.** (MTI), a CT based corporation. (2) **(Client)** means the entity who the Provider will supply services to, and shall be the addressee of the proposal, and shall be listed on all the Provider=s reports, documentation, or invoices as AClient@.

Indemnifications: (1) The Client agrees to hold harmless and indemnify the Provider for and against all claims, damages, awards, and costs of defense rising out of delays in the Provider=s performance resulting from events beyond the Provider=s control. (2) Whereas job site safety conditions are the sole responsibility of the Contractor, the Client agrees to hold harmless and indemnify the Provider for and against all claims, damages, awards, and costs of defense arising out of claims related to job site safety. (3) The Client agrees to stipulate within the Contract Documents that the Contractor (or Client) shall purchase and maintain, during the course of construction, Aall-risk@ builder=s risk insurance which names the Contractor, the Client=s agents, and the Provider as additional insured.

Risk Allocation/Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Provider, the risks have been allocated such that, the Provider=s total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause of causes, shall not exceed the Provider=s total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The supplier/installer shall remain solely responsible for the quality of the materials and work, regardless of the outcome of any tests or inspections performed by the Provider.

Fees: Fees for services rendered shall be as presented in the Provider=s written proposal provided to the Client, or per the Provider=s current fee schedule, if the Client does not request a proposal. All fees shall be due net 30 from invoice date, unless other arrangements are made. The Provider reserves the right to withhold reports or discontinue services for unpaid accounts over 90 days. Client agrees to pay for any necessary attorney and/or collection fees. Applicable sales tax will be added to the quoted rates. Per the judgement of the Provider, should the Client fail to pay the Provider the full amount specified in any invoice within 30 calendar days of the invoice date, a late fee equal to 1.5% shall be added to the amount due and interest of 18% per annum shall accrue from the calendar day following the invoice date. Sundays will be billed at double time the contract rates and holidays will be billed at double time and one half of the contract rates.

Services: Services include all items as listed on the Proposal, but each service is provided on request (scheduling by Client or their delegated representative). All scheduling must be prior to 3:30pm the previous working day, unless modified in the proposal. Services do not include any items not listed on the Proposal unless requested at time of scheduling by the Client or their delegated representative, and the Provider has the capability to provide the additional requested service with that amount of notice. Same day scheduled work will be provided if possible, but is not guaranteed. Client (or their representative) is responsible for coordinating any required inspections and/or tests, including reinspections, retests, or additional services as required by the contract documents. Access to the work is to be provided by Client or their representative and shall furnish incidental labor and/or facilities required to perform the requested services. Precast & Steel inspections listed above are only on-site inspections. Shop inspections fees are provided on receipt of fabricators information.

Warranty: Services will be performed with a level of care and skill typically exercised by other members of the same profession practicing in the same locale, under similar conditions. The Provider makes no warranties or guarantees relating to provided services and disclaims any implied warranty or guarantee imposed by law, which includes any fitness and/or merchantability for a particular purpose. This agreement does not assure the construction documents provided comply with all federal, state, and local laws.

Termination: This Agreement or the Services may be terminated by either party upon five days written notice. If terminated, the Client shall be responsible for the fees for services incurred to the date of termination.

Additional Services: The Client agrees to compensate the Provider for additional administration services at a fix fee of \$65.00 per hour as required to completed any and all contract preparation requests after the quoted fee structure has been provided. Examples include certified payrolls, job hazard analysis, subcontractor safety performance questionnaire, and personnel forms.

Confidentiality: All information created or obtained through the performance of laboratory activities will be kept strictly confidential. Reports will be issued only to the recipients identified by client (Report Distribution). Permission from client will be obtained for any other requests for reports. Test results will be shared on site to only personnel who need the information to perform or proceed with their work (this is typically the project superintendent).

Acceptance of proposal ar	ia terms	
Ву:	Date:	
Signature:		