

Contract/Proposal Transmittal

BrandSafway Industries, LLC
525 28th Street
Huntington, WV 27502
Telephone: 304-562-5772
Fax: 304-562-5860
Web: www.brandsafway.com

Email: jseison@brandsafway.com

BES CONTRACT/PROPOSAL #: 217H-05JS24-0357

TO: James Jones

COMPANY: Rotunda Mural Access

FROM: Jeff Seison Cell: 740-352-0347

DATE: May 6, 2024

FAX #: 304-562-5860

E-Mail: jseison@brandsafway.com

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- ☐ Original correspondence will be forwarded by mail
☒ Original correspondence will NOT be forwarded by mail

IMPORTANT CONTRACT INFORMATION
(PLEASE READ)

BrandSafway Industries, LLC

IN ORDER TO ENSURE, WORK BEGINS OR EQUIPMENT IS AT THE JOB SITE IN A TIMELY MANNER.

BrandSafway Industries, LLC must have a signed contract (or purchase order referencing previous mutually agreed upon terms and conditions between BrandSafway and the Customer) and credit approval *prior* to shipping any and all equipment or prior to any and all work performed on your project. It is assumed by referencing this document and issuance of purchase order that the terms and conditions attached are accepted.

Please make sure all signed contracts are **E-MAILED TO** jseison@brandsafway.com or **FAXED** to the attention of **Jeff Seison** at **FAX NUMBER 304-562-5860** as soon as possible.

Confidentiality Notice:

This information in this fax is confidential and may be legally privileged. It is intended solely for the named recipient. Access to this fax by anyone else is unauthorized. If you are not the intended recipient, employee or agent responsible for delivering the message to the recipient named, please note that any use disclosure, copying, and/or distribution of this fax or any action taken or omitted to be taken in reliance on it is prohibited. If you are not the intended recipient, please inform us by calling the sender at the phone number above.

RECEIVED

2024 MAY -7 AM 9:27

WV PURCHASING
DIVISION

TO: GSD
Building 1 Mural ProjectBES CONTRACT/PROPOSAL #: **217H-05JS24-0357**
PLEASE REPLY TO: Jeff Seison Cell: 740-352-0347
DATE: May 6, 2024
RE: Rotunda Mural Phase 2**ATTENTION: James Jones**
E-mail:

We will supply Supervision, Labor, Material and Equipment as described below:

Building 1 Rotunda Mural Scaffold Phase II

Erect/Dismantle scaffold as required to access the mural

Labor Hours – 1,200
Labor Cost - \$118,766.00
Equipment - \$ 9,500.00
Scaffold Rent - \$3,150.00

Total - \$131,416.00

Werst Virginia Contractor's License – WV027177**Our Price Includes the Following**

1. Freight to and from the job site.
2. Standard PPE as per project required.

Clarifications

1. BrandSafway will require notification of award 30 days prior to mobilization on site otherwise schedule adherence would be contingent upon material availability at time of award to start.
2. The price is based on working Monday thru Friday excluding holidays.
3. Completion dates will be moved back if work beyond quoted scope is required.
4. Price includes time for daily Job Safety Plan Reports (JSP's), one (1) weekly safety meeting and daily "toolbox talks" before starting work.
5. If any work permits are required, if any testing of the systems or any other delays occur which causes work stoppage, the down time will be documented on time sheets and billed to the customer.
6. BrandSafway has assumed that adequate material storage space adjacent to the work will be provided.
7. Waste Container provided by others.
7. No provisions have been included for partial releases or leaving any piping or equipment systems incomplete for testing or acceptance by others. Systems to be one hundred percent (100%) released prior to execution of work.
8. Material will be billed one hundred percent (100%) once the material is delivered to the site.
9. Sales Tax not included in the sales price.
10. Pricing assumes that there are no live systems and that this is all new work and no special PPE is required other than hard hats, safety glasses, steel toed boots and FRC's.
11. No schedule compression or extension has been included in our lump sum pricing. Should BrandSafway be delayed in the performance of work by any action or omission of the Contractor, Owner, Architect or anyone employed or engaged by them directly or indirectly, the time of performance shall be extended for such a reasonable time period as the work was delayed or reimbursed by the Contractor for reasonable costs incurred as a result of the delay including premium time or shift work in order to compress the schedule.
12. Any deviation from the original bid documents and drawings provided, including extra or additional work requested will require an approved change order prior to commencement of associated work. Schedule will be adjusted accordingly.
13. BrandSafway Industries, LLC emphasizes that this proposal contains proprietary information and is intended solely for the use of the client in the evaluation of this quotation. Reproduction, publication or presentation, in whole, or in part, for any other purpose is expressly forbidden without written authorization from BrandSafway Industries, LLC. 1. BrandSafway Industries, or their Subcontractor is not the generator or owner of the pre-existing Asbestos Containing Material (ACM) it encounters in the work.
14. BrandSafway's or their Subcontractor's obligation with respect to handling ACM is complete when it packages the ACM according to law and places it in debris containers provided by others.
15. BrandSafway or their Subcontract's scope of work excludes transportation for and/or disposal of ACM.
16. The transportation manifest shall be signed by the owner or generator of the materials and under no circumstances should Brand's employee or Brand's subcontractor's employee sign the manifest.



PLEASE NOTE:

- This contract is contingent upon credit/account approval.
- For any contract value under \$25,000 this Brand Energy Services contract must be signed and returned before equipment will be delivered.

CONDITIONS: Brand hereby furnishes all labor and equipment and Customer hereby accepts all Terms and Conditions listed in this Contract, including the Terms and Conditions set forth on the attached page, which the undersigned has read and understands.

REMINDERS: (1) Unless specified, Rates do not include fuel or delivery. (2) This Contract supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms. (3) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the attached Brand Standard Terms and Conditions.

THE INDIVIDUAL SIGNING BELOW OR ON BEHALF OF CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE PAGES OF THIS CONTRACT.

ACCEPTED:

(Company Name)

By: _____
(Signature)

Title: _____

Date: _____

Very truly yours,

BrandSafway Industries, LLC

By _____
Jeff Seison

PLEASE SIGN AND RETURN ONE COPY