



Techno Metal Post Montco LLC

1818 Bethlehem Pike, #153

Flourtown, PA 19031

267-322-1687

HICPA# PA139454

2019 Techno Metal Post Montco LLC – Work Agreement

Customer / Owner Responsibilities:

1. Return completed 'Request for Service' to Techno Metal Post Montco LLC (TMP Montco) to schedule project.
2. Design and engineering to be done by the Owner's ("Customer") engineer (if applicable). TMP Montco can refer you to an engineer if needed.
3. Obtain all needed permits for the project (if applicable). TMP Montco will provide you with any information for permit submittal before the project starts if needed.
4. Site preparation including removal of any and all trees, brush piles and/or any surface obstructions that would interfere with pile installation.
5. Complete pile layout and height benchmarks prior to our arrival on the jobsite. Marks for piles shall be set at center of pile. Accurate final pile placement is dependent on a precise initial layout. A batter board layout is preferred on more complex layouts. There are additional charges if TMP Montco is required to perform pile layout. If our assistance for layout is necessary, we must be notified prior to arriving on site.
6. Make site ready for pile installation including removing any bushes, trees, fences, debris & pet waste.
7. All inspections by Building Code Officials & any special inspections.
8. All removal of:
 - Hazardous, contaminated or regulated materials.
 - Trash, tires, wood or metal.
 - Stored materials or vehicles in the work area.
9. Signage and traffic control if required.
10. Concrete or masonry work.
11. Structural work of any kind.
12. Landscaping, lawn restoration or plantings of any kind.

Utilities:

1. **One Call & Pre-dig notifications** – TMP Montco will notify the utility notification service (PA One Call) a minimum of 3 days prior to pile installation. This service only marks public utilities (water, sewer, electric, phone, CATV, gas, ect) crossing or entering the property. Utilities not marked by this service include: well lines; septic lines; buried private electric lines; foundation & down spout drain lines, etc. It is the responsibility of the Client to locate or approximate any private utilities in the work area. TMP Montco will not be responsible for any damage or repair of private utilities not marked prior to pile installation. An additional charge of \$45/hr (1/2 hr min) may be charged if TMP Montco performs private utility locations & for hand excavation to

expose utilities.

2. Utility Notification Lead Time – PA One Call requires 3 working days' notification to mark utilities. Per state law, pile installation may not begin until utilities are marked.
3. Utility Work & Relocation – TMP Montco will not perform or be responsible for any utility work or relocation of any utilities in conflict with the proposed improvements.

Engineering:

1. Customer acknowledges that TMP Montco does not hold expertise in engineering and/or building design. TMP Montco may offer advice or assistance on pile location and loads, but this advice is not a substitute for professional engineering services.
2. TMP Montco can easily determine & validate the bearing & tensile capacity of an installed pile. TMP Montco cannot reliably determine the lateral stability of a pile without additional testing above what is typical during a pile install. The Customer accepts responsibility of addressing pile lateral stability through the design & construction of the structure or other means. TMP Montco can offer suggestions for lateral bracing and if requested we can provide pile bracing at an additional cost as directed by the Customer.

General Conditions / Expectations for work site:

TMP Montco's pricing is based on installations performed under typical site and soil conditions. We reserve the right to stop work if unforeseen conditions are encountered during work and work shall not resume until and unless the parties agree to additional terms.

1. TMP Montco's agreement assumes normal soil conditions as described in the project soils report and does not include any jackhammering, excavation, drilling and/or pinning to rock.
2. TMP Montco is often able to install piles in frozen ground at additional cost. The Customer must notify TMP Montco if frozen soils are present when scheduling the work.
3. TMP Montco's pricing and agreement does not include the removal of any obstructions (old footings, rocks, stumps, buried debris) that would interfere with the installation of the pile. If buried obstructions are encountered, TMP Montco will consult with the Customer with possible solutions.
4. TMP Montco is able to install piles on slopes less than or equal to 20% grade. Any excessive ground slopes may incur additional charges and TMP Montco should be notified when scheduling the work.
5. TMP Montco is able to install piles in water covered and marshy areas. Installation on sites with these conditions may incur additional charges and TMP Montco should be notified when scheduling the work.

Pricing assumes normal site access & the ability to get our truck/trailer within 150' of the work area. Any costs associated with accessing the site such as ramping or mechanical lifting of the drill rig may incur additional costs. For distances from the truck/trailer to the work area greater than 150', additional fees for site mobilization may be added to the project price.

If installation will occur above existing fill material including, but not limited to, concrete, asphalt, rocks, tires, metal, wood, debris, etc., TMP Montco must be notified prior to scheduling the project. TMP Montco reserves the right to abandon the project & charge mobilization/demobilization fees if excessive amount of fill material are encountered and we have not been notified prior to starting the project.

For sites where piles cannot be installed due to shallow bedrock, shale, boulders, or other obstructions

that have not been identified in the project soils report or are unknown to exist, a minimum charge of \$250.00 plus any special order material, engineering/design fees and any other hard costs associated with planning for, mobilizing/demobilizing & scheduling the project will be billed.

All spoils from other trades are to be removed by respective trade.

Tolerances & General Pile Details

1. TMP Montco attempts to install piles within 1" of the layout marks. The Customer accepts that soil conditions may not allow for exact placement of each pier. TMP Montco will work with the Customer towards a solution when obstructions prevent piles from being 1" within layout.
2. TMP Montco will cut piles to Customer-indicated elevations. Piles will be cut to within +/- ¼" and within 2 degrees of level in all directions.
3. Piles will be installed within 2 degrees of plumb. If conditions do not allow for a plumb installation, TMP Montco will consult with a structural engineer for solutions. In rare instances, additional bracing or additional piles may be necessary and there may be an additional charge.

Work hours & Schedule

1. TMP Montco strives to complete all projects in a timely manner as to not delay the next phase of a project.
2. TMP Montco 2019 normal work hours on site are 8am – Dusk, 7 days a week.
3. If a project requires working outside normal days & times, approval must first be given by TMP Montco during the bidding process.
4. Additional charges may be incurred for work performed outside of normal hours.
5. Due to the many unknown issues with deep foundation installations, we cannot always determine the time it will take to complete a project. TMP Montco will not be held liable for any project schedule delays due to unforeseen soil conditions.

Payment Terms

1. Deposits may be required for larger jobs, travel, engineering and special order materials/shipping of materials. Deposits must be received prior to ordering any special material & scheduling projects. If a deposit is required for a project, Customer will be notified during proposal/bidding process.
2. Balance of any payments is expected at the time of completion unless agreed upon prior to scheduling the project. If agreement is made prior to installation for delayed payment, payment is due within 14 days of Invoice date.
3. If Waiver of Lien or Bond Rights is required, final payment must be received prior to signing of documents.
4. Payment for any additional costs incurred during the course of the project beyond any inclusions or allowances indicated in original Proposal is due at time of completion.
5. Unpaid balances over 15 days from Invoice date may be charged a 3% finance charge per month. A Lien may be filed on any invoices over 45 days from Invoice date. Lien, collection, attorney's fees & any other costs associated with delinquent payment will be paid by the Customer.

Liability:

1. TMP Montco shall be held harmless from any liability and assumes no responsibility for damages due to the negligence of others. This will include, but not be limited to, miss-marking of any underground utilities and/or services which must be physically located by others before work commences.
2. TMP Montco shall be held harmless from any liability and assumes no responsibility for damages due to zoning infringements, setbacks, covenants or any other site/building requirements.

3. Customer must maintain a minimum clearance of 4" between grade and posts/beams to protect the structure from any seasonal ground movement unless proper precautions have been taken by the Customer.
4. TMP Montco reserves the right to make the final decision regarding the final depth of the piles based on the desired bearing/structure requirements by adding extensions and installing into deeper soils. The Customer understands that extensions are provided at an additional cost. Additional cost for extensions will be listed on Proposal or on a written change order.
5. TMP Montco assumes no responsibility for repair or replacement of materials or workmanship that has been destroyed or disturbed by any man-made or natural disaster. Work will resume at the customer or owners request and as an added expense.

Exclusions:

Additional fees and charges may be necessary due to:

1. Additional bonding or insurance requirements.
2. Stamped Field Reports are included in all pile installations at no additional charge. All additional engineering will result in additional charges.
3. Layout, if not notified that layout assistance is needed at time of scheduling.
4. Any job site preparation, including fence removal, removal of hidden rocks and other underground obstructions natural and man-made, trash removal, etc.
5. Accessing work sites greater than 150' from the parking area for the truck/trailer.
6. Ramping, craning, barging or flying the machine & equipment to access the work area.
7. Indoor work areas requiring use of ventilation equipment or the electric motor.
8. Any requirement for a soil engineering testing.

Do It Right – The First Time

HICPA# PA139454

01/30/2019

To accept the Terms & Conditions of this work agreement, please sign & date below and return all pages to: info.montco@technometalpost.com or present in person at time of installation

Customer Signature & Date _____

Customer Name _____

Address _____

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For Contractors & recurring customers, this form may be used as a continuing Work Agreement for the calendar year 2019, expiring on 31 December, 2019. Sign below and retain the original for your records. A Request for Service form must still be filled out and submitted prior to scheduling any projects. TMP Montco reserves the right to modify or cancel any Work Agreements at any time and will notify our customers in a timely manner if necessary.

I/We accept this Work Agreement and understand it will be in effect through 12/31/2019.

Company: _____

Address: _____

Phone: _____

Contact Name: _____

Signature: _____ Date: _____

There is a total of 5 (five) pages to this Agreement.