



Proposal

2204-2020-6055
2022-04-20

PolyTex Concrete Leveling
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Twin Harbors HOA - Theresa Lehr
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Bulkhead

<i>Description</i>	<i>Total</i>
<u>Void Fill/Sealing</u> Polytex will deep inject 2 part hydrophobic closed cell polyurethane behind approx 120 ft of bulkhead in 3ft intervals using a series of probes/ports drilled into soil and concrete. Material will be pumped filling voids and sealing bulkhead to stabilize soil. Boom system will be deployed into canal to catch excess material. This price includes 500lbs of material. Additional material will be billed at discounted rate of \$11/lb.	\$7,000.00

<i>Subtotal</i>	\$7,000.00
<i>Tax</i>	\$0.00
<i>Total</i>	\$7,000.00













Acknowledgement and Acceptance of Proposal

_____ (“Client”) hereby authorizes PolyTex Concrete, LLC (“PolyTex”), effective as of the date set forth in the signature block below, to proceed with the operation(s) (the “Project”) and at the prices set forth in the proposal attached hereto as Exhibit A (the “Proposal”).

Services: PolyTex shall perform the services for the Project set forth in the Proposal.

Pricing: The pricing set forth in the Proposal is limited exclusively to the scope of work in the Proposal unless otherwise mutually agreed to in writing by PolyTex and Client and such pricing shall be valid for 30 days after the date hereof. The pricing in the Proposal may be subject to change, with Client approval, including in the event that the void under the slab is greater than anticipated.

Note: Projects over \$5,000.00 will be subject to 50% down payment before work is to begin.

Termination Fee: If Client chooses to terminate the Project within 24 hours of the scheduled service date, an additional \$100.00 fee (“Termination Fee”) will be assessed as consideration for any expenses incurred by PolyTex in preparation for the Project. Any fees for services outside the scope of the Proposal or delays outside of PolyTex’s control are not covered by the Termination Fee.

Payment: At completion of the Project, PolyTex shall provide Client with an invoice in accordance with the pricing set forth in the Proposal and as otherwise mutually agreed. Client shall pay such invoices upon Client’s receipt of such invoice. All payments shall be in US dollars and made by check or wire transfer and Client shall be responsible for all sales, use and excise taxes and any other similar taxes, duties and charges of any kind imposed on any amounts payable by Client hereunder.

Independent Contractor: The relationship between Client and PolyTex is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Except as expressly authorized by Client in writing, PolyTex has no authority to act for, on behalf of, or to otherwise bind or obligate Client, whether by contract, agreement or in any other manner.

Limited Guarantee of Concrete Lifting and Leveling/Bulkhead Repair: PolyTex will honor a limited guarantee of the bulkhead repair/lifting and stabilizing performed for the Project for one (1) year after the date of the completion of the Project; provided however, this limited guarantee is void in the event that (i) the concrete slab backfill has not been maintained by Client or (ii) the cracks and expansion joints were not sealed by PolyTex. If necessary, PolyTex may re-inject concrete areas that have settled one half inch or more over a period of 1 year from the date of service. Please note that this warranty excludes crack sealing failure. Settling due to flooding and other acts of God will need to be reported within fifteen (15) days of the event to be potentially considered under this limited guarantee; provided however, concrete areas that has settled more than one half inch due to flooding or other acts of God shall be re-injected at Client’s sole expense.

Limitation of Liability: PolyTex shall not be liable for damage to plumbing, sprinkler system, electrical system, or cracks in any flat surface, curved surface, wall or pool deck which has occurred or might occur because of settling of the concrete or the injection process. If a dwelling, dwelling addition, bulkhead, seawall, garage, tunnel, shop floor, or concrete slab with any kind of structure attached is raised, leveled, or stabilized, PolyTex shall not be responsible for any structural or cosmetic damages that may result for lifting, leveling, or stabilizing such structures. Client acknowledges and agrees

that (i) total lifting and/or sealing of any concrete, bulkhead, or seawall area cannot be assured and (ii) before, during, or after any drain installation or curtain grouting (sealing), PolyTex shall have no liability for the structural integrity of any said bulkhead, seawall, or retaining wall or concrete structure.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO POLYTEX PURSUANT TO THIS ACKNOWLEDGEMENT AND THE PROPOSAL.

Due upon completion. Overdue invoices are subject to late charges. A reminder notice will be sent at 10 days past due.

Acceptable forms of payment: Cash, Check. Credit Cards subject to 3% convenience charge.

APPROVED AND ACCEPTED BY:

Signature Date

Printed Name:

Title:

Signature _____ **Date** _____

Authorized Client Signature