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PROPOSAL & CONTRACT

February 26, 2024

Mr. Ryan Stella
Facilities Manager
Indian Wells Golf Resort
44-500 Indian Wells Lane
Indian Wells, CA 92210

Re: Netting Barrier Install, Right Side

Dear Mr. Stella:

Per the recent information provided, we propose to supply the material, labor, and equipment necessary to install a new netting barrier on the right side of your driving range. The new barrier will measure approximately 200 LF by 20' high. New poles to be steel, painted flat black and designed for local wind conditions. New netting will be custom fitted UV treated polyester netting with sewn in perimeter, vertical, and horizontal rib lines. New cable to be 5/16" and 3/8" and hardware will be heavy duty 3/4 inch galvanized. **We are a licensed California Contractor, and all applicable state and local taxes are included in this proposal. (Please initial, total and sign upon acceptance where applicable)**

Price for this barrier as described above is: \$41,800.

Options:

Price for Stamped Engineering is \$2,900.

**If engineering is requested, prices are subject to change after review of final engineered calcs.*

Payment Terms:

30 percent due upon acceptance of contract, with the balance due upon completion. Visa and MasterCard payments accepted with a convenience fee of 2.5%. If required, engineering and permitting costs will be billed and immediately payable as accrued. Invoices not paid when due are subject to a service charge of 1-1/2% per month. This is an annual percentage rate of 18%. Should suit be instituted to enforce the provisions of this Proposal and Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs as determined by the court or other tribunal hearing the matter.

Standard Assumptions:

- Our prices are firm for acceptance for a period of 30 days.
- Necessary access "to," "from," and "at" work site during construction.
- Good digging conditions are defined as being able to complete the excavation using our auguring equipment.
- Excavation: the client will be responsible for locating all private underground utilities located on their property.
- Material excavated from the holes to be spread near the holes or on property by client's direction.
- Our proposal is designed on a basic Wind Speed (3 second gust) to be 92 miles per hour; Exposure Category 'C', Topographic Factor (kzt) 1.0, per 2019 California Building Code (CBC) at 8% solid with a 150 Lateral soil pressure. If this standard is unacceptable to the governing code authority in your area, we will be pleased to install the structure to the necessary standards and requirements contingent upon acceptance of a revised proposal which will include any cost implications and/or modifications.

- Golf and other activities may require alteration during construction to provide a safe working environment for our employees and equipment.
- Mobilization costs included in our proposal are based on one move-on and move-off. Any cessation of work due to lack of permits or any reason by client will require a \$3,000 re-mobilization charge with all work and materials invoiced to date.

Standard Exclusions:

- We are a non-union company and, as such, will not become signatory to any labor agreement.
- Bonding, engineering, or prevailing wages, unless otherwise stated in this proposal.
- This proposal does not include permit fees or related costs involved in securing permits except as noted in this proposal. If Judge Netting is not contracted to pull permits, the client is responsible for acquiring all permits and any costs relating to permit requirements. Should a government agency require changes, additional construction costs will be assumed by the client. Should the project be stopped for lack of permits or for any reason by client or government agencies, material and work will be invoiced, and a remobilization fee shall apply.
- Indemnification: Judge Netting, Inc. will not indemnify any additional Owners, Architects, Contractors, or Agents.
- Accidental non-negligent damage to driveways, parking lots, tennis courts, irrigation systems, or sod, that may be caused by our equipment.
- Subsurface or latent physical conditions at the site differing from those indicated.
- Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- The owner shall promptly investigate the conditions, and if it finds that conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order in the amount of contractor's expenses incurred plus 10%.
- Judge Netting makes no warranty, either expressly or implied, as to the protective capabilities of netting or structures, including height requirements and/or performance of any existing material or material used during construction.

Judge Netting's liability under this contract shall not exceed the price identified above.

Cancellation: Upon execution by both parties, this Proposal and Contract is non-cancellable. Any cancellation by Purchaser shall entitle Judge Netting at its discretion, to collect any fees or charges it has incurred in preparation for delivery of the work outlined above.

We appreciate the opportunity to present this proposal and look forward to working with you. Please contact us at dan@judgenetting.com or 714-265-2200 with questions or concerns.

JUDGE NETTING, INC.

ACCEPTED BY: **INDIAN WELLS GOLF RESORT**

By: _____

By: _____

(Authorized Signature)

Date: February 26, 2024

Date: _____