

651781 MT. Vernon High School Phase 2 **Track Resurface**

01/25/2023

Scope

Mt. Vernon High School Track

Date: 1/24/23

Attn: Brandon Ecker

PCC Sports Proposal Includes Following:

PCC to Mobilize to Mt. Vernon High School
Remove Existing Track surface approx. 6,555 SY
Provide Excavation of Existing Grass Area between the Track and Asphalt Walkaway and Bleacher Pad
Provide & Install Filter Fabric between the Track and Asphalt Walkway
Provide & Install 1" Clean Rock between the Track and Asphalt Walkway

· Provide and Install all Crack repair for both D Areas

Provide & Install BSS 100 for the Track Oval, D Areas, and Special Events
Proposal Includes Coop Fee

Tips # 211001 Job Order Contracting Number

Total Base Bid: \$500,050

SCHEDULE: To be determined upon acceptance of this Proposal.

CLARIFICATIONS/ASSUMPTIONS: TERMS AND CONDITIONS: The Clarifications/ Assumptions and Terms and Conditions, attached hereto as Exhibits A and B and incorporated herein by this reference are part of this Proposal. Please review the Clarifications/Assumptions and Terms and Conditions carefully. The pricing is based upon Customer's acceptance of the Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all of its terms and conditions.

EXHIBIT A CLARIFICATIONS/ASSUMPTIONS

All pricing is conditioned upon the Clarifications/Assumptions listed below.

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Exclusions

- Any relocation, demolition, or disconnection of existing utilities
- Any survey layout, testing, or other engineering services
 Any excavation of rock
 Any handling of Hazardous Materials

Any undercutting of sub-grade where unsuitable materials exists
Any conditioning or stabilization of sub-grade other than scarifying and recompacting soils
Any export or import of materials unless noted above

- Any traffic control installation unless noted above
- Any seed/sod installation and/or maintenance unless noted above
- Any erosion control/SWPP installation and inspection unless noted above
- Any permits or bondsAny Sales & Use Tax

EXHIBIT B

TERMS AND CONDITIONS

1. Warranty: Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve (12) months after substantial completion of Contractor's work. Any warranty claim must be presented in writing to

Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

2. <u>Terms of Payment</u>: Payments are due within thirty (30) days from the submission to Customer of an invoice or Application for Payment. Owner shall be liable for all costs of collection, including attorneys' fees, plus a "late payment" charge of one and one-half percent (1½%) per month or the maximum legal interest rate, whichever is less, on all monies past due and shall be paid immediately.

3. Customer Responsibilities: If Contractor's work is interrupted due to circumstances caused or allowed by Customer

and of which Contractor was not apprised prior to starting the work, Contractor shall be entitled to additional

compensation and time.

- 4. Pre-existing Conditions: Contractor will not be responsible for liability, loss or expense where the primary cause of the claim or damage is pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or unstable soil or contamination of the subsurface where the condition existed prior to the start of the
- Contractor's work.

 5. Environmental Conditions: The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, at any time during or after the completion of the work.

 6. Indemnification: The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.
- 7. Entire Agreement: This proposal together with any written documents which may be incorporated by specific references herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be
- construed to be a waiver of any other term, condition or provision hereof.

 8. Performance Dates: The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in delivery, fabrication or installation when such delays result from acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material,

equipment or services in the time and manner agreed upon or in the time and manner anticipated.

9. Scope Limitations: Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work. Any item which is not specifically made a responsibility of Contractor in this

- agreement is specifically excluded.

 10. Contract Amendments: The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties
- involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back up documentation will be provided.

 11. Limitation of Liability: In no event shall Contractor be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer, including, but not limited to, loss of use, loss of profit, business interruption, interest, loss by reason of shutdown or non operation of the Customer's facilities, increased expenses of operation of the Project, the facility or other facilities or special consequential loss or damage, arising from any cause. operation of the Project, the facility or other facilities, or special consequential loss or damage, arising from any cause whatsoever, including without limitation, fire. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses,

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or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of

12. Attorney's Fees: The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party.
 13. Proposal Terms: The Price is valid for a period of 15 days from the date of the document, the price is subject to

increase if affected by an increase in material cost, freight, or other manufacturing costs.

NOTICE TO OWNER

FAILURE OF THIS CONCTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, ROMS. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR LIEN WAIVERS FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

	Contractor: PCC Sports		Accepted by Customer:
Print Name: Title:	Authorizing Signature:		Authorizing Signature:
	Date Signed:	Print Name: Title:	
			Date Signed:

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