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PUMPTRACK DESIGN-BUILD QUOTE SOURCEWELL

PROJECT: El Corazon Park Pumptrack
LOCATION: 3302 Senior Center Drive, Oceanside, CA 92056
PROJECT NUMBER: _____

ARTICLE 1 DESCRIPTION OF WORK

1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will well and faithfully construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, concepts, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.

1.2 DESIGN: Finalize Conceptual Design utilizing public outreach (up to 2 meetings)

1.3 CONSTRUCTION: Asphalt Pumptrack structure as determined by design meetings and conceptual. Scope of work is limited to the footprint of the asphalt pumptrack as included as Exhibits to this quote as follows:

- Exhibit A – Scope of Work

ARTICLE 2 PRICE AMOUNT

2.1 OWNER agrees to pay CONTRACTOR the sum of **One Million Dollars (\$1,000,000.00 NTE)**, including any applicable taxes, subject to additions and deductions for changes as may be agreed upon in writing. CONTRACTOR may bill his work progressively based on quantities delivered or installed.

2.2 All portions of this quote will be billed in progress billings to be submitted to the OWNER by the CONTRACTOR based on the following milestones:

- 25% At Signing of Contract
- 25% At Completion of Conceptual Design
- 25% Prior to Mobilization
- 25% Upon Completion of Specialty Pumptrack Work

All progress billings are due in full within 30 days of receipt of invoice from CONTRACTOR.

2.3 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of the Agreement. If any changes are determined necessary, ARC will issue a change request to the owner for approval prior to performing work.

2.4 "Completion of the Project" shall be deemed the earlier of 1.) the date Owner executes Contractor's punch-list/sign-off sheet; or 2.) The date the Owner opens the Project to the public for permanent use.

2.5 **All pricing of the pumptrack elements is to be in line with CONTRACTOR's Sourcewell contract #112420-ARC.**

ARTICLE 3 INSURANCE AND INDEMNITY

3.1 CONTRACTOR shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement per CONTRACTOR's Sourcewell contract #112420-ARC.

3.2 CONTRACTOR agrees to indemnify, defend, and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder.

ARTICLE 4 CONTRACTOR'S AND OWNER'S RESPONSIBILITIES

4.1 No variation of the agreement will be recognized unless such change has been approved in writing

4.2 CONTRACTOR may assign or transfer the Agreement or any part thereof or amounts due or to become due hereunder with the written consent of OWNER, which shall not be unreasonably withheld. OWNER understands that CONTRACTOR may subcontract the installation portion of the Agreement using independent Subcontractors without the consent of OWNER.

4.3 CONTRACTOR will in no way be liable for delays in the completion of the Project which are reasonably beyond the control of CONTRACTOR, including but not limited to: Acts of God, labor strikes, shortage of materials, shipping delays or actions attributable to the Purchaser.

4.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty.

4.5 During construction the entire job site is considered hazardous. Before, during and after construction, OWNER is responsible for securing the job site. OWNER is responsible for barricading the premises and warning persons of the dangers at the jobsite. Under no circumstances may the pumptrack be ridden until final completion of the Project. CONTRACTOR will not be held liable for and OWNER shall hold CONTRACTOR harmless from any accidents that occur because ramps/rails were used before the Project was complete unless accidents are caused by negligence of the CONTRACTOR.

4.6 Both during construction and after completion, CONTRACTOR shall not be held liable for damages beyond its control including but not limited to: noise generated from the Project, before and after final completion, not including construction related noise, location choice, graffiti, injuries, additional expenses incurred by Purchaser, zoning issues, etc.

4.7 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the price hereunder.

4.8 All materials and workmanship are to conform to the design, details and specifications and the owner's Standards for Construction.

ARTICLE 5 MISCELLANEOUS

5.1 The persons signing the Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. The Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors and assigns. No waiver of any provision of the agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of the agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.2 The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed, in writing, with the other party in this quote. The request may be made concurrently with the submission of such Claim to a court of competent jurisdiction, as provided in the paragraph below, but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of 60 days from the date of submission, unless stayed for a longer period by agreement of the parties or court order.

5.3 Claims, disputes or other matters in question between the parties arising out of or relating to this quote and which cannot be resolved by mediation, as provided in above paragraph, shall be governed by California law and shall be determined exclusively in the Courts of San Diego County, California without regard to its conflicts of law provisions. The prevailing party shall be entitled in any such action to recover its reasonable attorney's fees and legal expenses from the other party.

5.4 The agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of the agreement shall be binding unless executed in writing by all parties.

****** NOTE -- EXHIBIT A, WHICH DESCRIBES THE WORK TO BE PERFORMED,
ATTACHED TO THIS QUOTE. ******

SCOPE OF WORK

TASK 1.0- DESIGN DEVELOPMENT

1.1 Design Kickoff Meeting (WEBINAR)

- Meeting with City staff to review/discuss design development, project budget, schedule, etc.

1.2 Site Review

- Review location of asphalt pumptrack for opportunities and constraints.
- Discuss potential locations for entry, spectator viewing, and drainage flow.

1.3 Create Conceptual Design and Review (WEBINAR)

- ARC team to present conceptual design to city staff.
- Review/discussion of design development, project budget, schedule, etc.

1.4 Design Revisions

- Revise concept design based on initial feedback from city staff (up to 2-revisions included).
- Verify the design is responsive to the site and budget.

1.5 Final Design/Deliverables Review (WEBINAR)

- ARC team to present final concept design to city staff.
- Provide cost estimate for construction of approved asphalt pumptrack design.

Task 1.0 Deliverables:

- 2D Overhead and 3D Rendering
- Cost Estimate

TASK 2.0- CONSTRUCTION PHASE

2.1 CUSTOMER PROVIDES*:

- Survey and Mapping – The Client shall provide ARC with a current survey locating all above and belowground utilities, appurtenances, structures, and easements. *The survey shall be in digital format that can easily be used with AutoCAD software.
- At no cost, sufficient water and electrical power within 400 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.

- All necessary site information including topography, site surveying, and elevations.

2.2 INCLUDES*:

- All labor, prevailing wage, construction project management, supplies, tools, materials, and equipment required per scope of work
- Earthmoving techniques, pour & finish asphalt, installation of specialty pumptrack
- Bonding & Sales Tax (8.25% on material only)
- Construction Documents/As-Builts (no PE Stamp required)

2.3 EXCLUDES*:

- Sidewalks/walkways outside of asphalt pumptrack perimeter
- Site amenities of any kind
- Permits, fees and/or engineering and stamping.
- Fencing of any kind
- Site testing and inspections: standard proctor/density testing, onsite concrete cylinders, engineering, surveying, or testing services.
- Utility, mechanical, electrical, plumbing work, relocation or repairs of any kind.
- Any landscaping or site restoration outside of asphalt pumptrack perimeter
- Toxic or hazardous material handling or removal.
- Dewatering, silt fence, soil stabilization, erosion control, street cleaning, and traffic control.
- Any work not specifically indicated above.

Task 2.0 Deliverables:

- Fully constructed asphalt pump track.

****All items above can be provided for an additional fee.



Purchase through our competitively bid government Sourcewell contract.
City of Oceanside is already a member (ID# 18936).