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## SOURCEWELL PRICE PROPOSAL

SOURCEWELL CONTRACT #030117-SRI

SOURCEWELL MEMBER #42656

RADTKE PARK SKATEPARK – CITY OF WEST ALLIS, WISCONSIN

AUGUST 28, 2020

### SPOHN RANCH TO PROVIDE:

Labor, materials and equipment as follows for the scope of work detailed in the 100% Construction Documents and per Spoehn Ranch's competitively-solicited Sourcewell Contract #030117-SRI:

SCOPE OF WORK:	SOURCEWELL PRODUCT CODE:	SOURCEWELL PRICE:
<b>GENERAL</b>		
CONSTRUCTION DOCUMENTS	DS-3	\$1,925.00
CREW & EQUIPMENT MOBILIZATION	SP-1	\$17,000.00
<b>IMPROVEMENTS</b>		
1. NEW SLOPING CONCRETE QUARTER-PIPE (INCLUDING DEMO & RE-GRADING)	CON-2	\$10,400.00
2. NEW CONCRETE QUARTER-PIPE (INCLUDING DEMO OF WEDDING CAKE STEPS)	CON-2	\$5,600.00
3. NEW CONCRETE FLATWORK	CON-4	\$16,600.00
4. NEW STEEL GRIND RAIL	SS-3	\$975.00
5. NEW CIRCULAR CONCRETE MANUAL PAD	OB001-1	\$4,500.00
6. NEW CONCRETE FLATWORK	CON-4	\$9,200.00
7. ROUTE & SEAL CRACKS	SP-5	\$1,800.00
<b>TOTAL PRICE:</b>		<b>\$68,000.00</b>

### EXCLUSIONS:

- Prevailing wage
- Bonding
- 3<sup>rd</sup> party testing/inspections
- Permit fees
- Taxes, except for payroll taxes and sales taxes on materials when project is not tax exempt
- Union labor requirements
- Any work not expressly described in Spoehn's scope of work

### CLIENT TO PROVIDE / PROVIDED BY OTHERS:

Spoehn requires the following to be provided by the Client or another third party. Spoehn's proposal is expressly conditioned upon the following assumptions and any variance voids the quote. Spoehn will not indemnify or accept any risk of loss related to the items set forth below.

- Restroom access within 150' of skatepark footprint



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- Water access within 150' of skatepark footprint (minimum ¾" line with sufficient pressure/volume)
- Power access within 150' of skatepark footprint (minimum two 20-amp circuits (110v))
- Dumpster access within 150' of skatepark footprint
- Temporary construction fencing
- Removal of sod/topsoil in center of volcano
- Landscaping

#### TERMS & CONDITIONS:

The following terms are expressly part of this proposal and any subsequent agreement between Client and Spohn similarly shall incorporate these terms. In the event that no further contract is entered into, the terms set forth in the proposal shall constitute the entire agreement between the parties.

- Acceptance of the work shall be commercially reasonable and expeditious
- Failure to object to work within a reasonable time shall constitute deemed acceptance
- Spohn shall have approval rights as to any initial project schedule, and all subsequent schedule changes
- Spohn shall accept no risk of loss outside of its direct control
- All discretion attributed to Client in any contract shall be subject to commercial reasonableness standard
- Spohn shall not indemnify Client for losses not proximately and solely caused by Spohn
- Spohn must approve any material increases in scope in writing including agreeing to an equitable adjustment of contract price and time changes in scope in writing
- All modifications, waivers, alterations to be charged against Spohn must be written and signed by Spohn's authorized representative
- Any increase in the price of raw materials anticipated to be used in Spohn's scope greater than ten percent (10%) occurring after execution of this proposal shall constitute a material changed condition necessitating an equitable adjustment to the contract price
- The price contained in this proposal is valid for thirty days and may be accepted by issuance of a notice to proceed or any similar instruction whereby Client indicates desire to commence project. The price is further conditioned upon Client's delivery of all items outside Spohn's scope of work upon which Spohn's work may be predicated.
- Payment terms – 20% upon mobilization, 40% upon 50% completion of scope of work, 35% upon 100% completion of scope of work, 5% within 30 days of completion of scope of work
- Any payments not made according to terms will be considered delinquent and interest will accrue at the rate of 1.5% per month
- Spohn shall have the right to cure any alleged default within a reasonable time
- Client acknowledges that Spohn is not party to any organized labor agreements. Client agrees that Spohn will not be responsible or liable for any issues, injuries or damages, relating to labor peace, strikes, picketing or otherwise, regardless as to cause. Client agrees that delays related to labor issues shall constitute a contractual delay and entitle Spohn to additional time to perform for the length of the delay, and compensation for any additional costs incurred. These terms are material conditions to Spohn's willingness to provide a proposal to Client.
- In the event that other entities affect the site conditions adversely or impede the progress of the work, the Client shall be responsible for any additional costs
- Any liability of Spohn which relates to the sale, manufacture, delivery, resale, installation or use of any goods sold by or furnished by Spohn, whether arising out of contract, negligence, strict tort, under any warranty or otherwise, shall be limited to Spohn's choice of the following: the repair of the goods; the replacement of the goods; the cancellation of the contract, return of the goods in question to Spohn, and Spohn's refund of the purchase price
- In no event shall Spohn's liability exceed the price of the specific goods upon which the liability is based
- In addition, Spohn shall not, under any circumstances, be responsible for special, consequential, or incidental damages such as, but not limited to, damage to or loss of other property; loss of profit, revenue or reputation; loss of capital; loss of purchased or replaced goods; or claims for delays, back charges, or loss of use
- Spohn reserves the right to make any corrections as necessary to typographic errors
- In the event of any action, suit, arbitration, or other proceeding of any nature is brought in connection with the payment terms related to these Terms and Conditions, any related agreement, or Spohn's provision of goods, services, products, or to recover any of Spohn's property ("Dispute"), the prevailing party shall be entitled to recover its reasonable attorney's fees, expert-witness fees, other litigation costs and fees (e.g., deposition costs, trial preparation costs, etc.), and other costs and expenses of suit, judgment or award. Any Dispute including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by the American Arbitration Association (AAA) pursuant to its Commercial Rules or by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall, in the Award, allocate costs, reasonable attorney's fees, expert-



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witness fees, other litigation fees and expenses including the costs of arbitration to the prevailing party in accordance with the Attorney's Fees provision. Judgment on any arbitration award may be entered by any court of competent jurisdiction.

- These Terms and Conditions are necessarily incorporated by reference into any other related agreement; Client agrees that Iowa law shall govern the relationship between the Client and Spohn to the fullest extent of applicable law including enforcement of any part of these Terms and Conditions or any other related agreement between or among Client and Spohn.
- Each Term and/or Condition herein is severable in the event one or more provisions are unenforceable for any reason



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RADTKE PARK SKATEPARK – CITY OF WEST ALLIS, WISCONSIN

PROPOSAL VALID FOR 30 DAYS FROM AUGUST 28, 2020

I AUTHORIZE THE PURCHASE OF THE PRODUCTS AND SERVICES FROM SPOHN RANCH INCLUDED IN THIS PROPOSAL ACCORDING TO THE SPECIFIED TERMS AND CONDITIONS.

SOLD TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SHIP TO: City of West Allis

\_\_\_\_\_

\_\_\_\_\_

CONTACT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CONTACT: Peter Daniels

TELEPHONE: 414-302-8374

E-MAIL: pdaniels@westalliswi.gov

SPOHN RANCH REPRESENTATIVE:

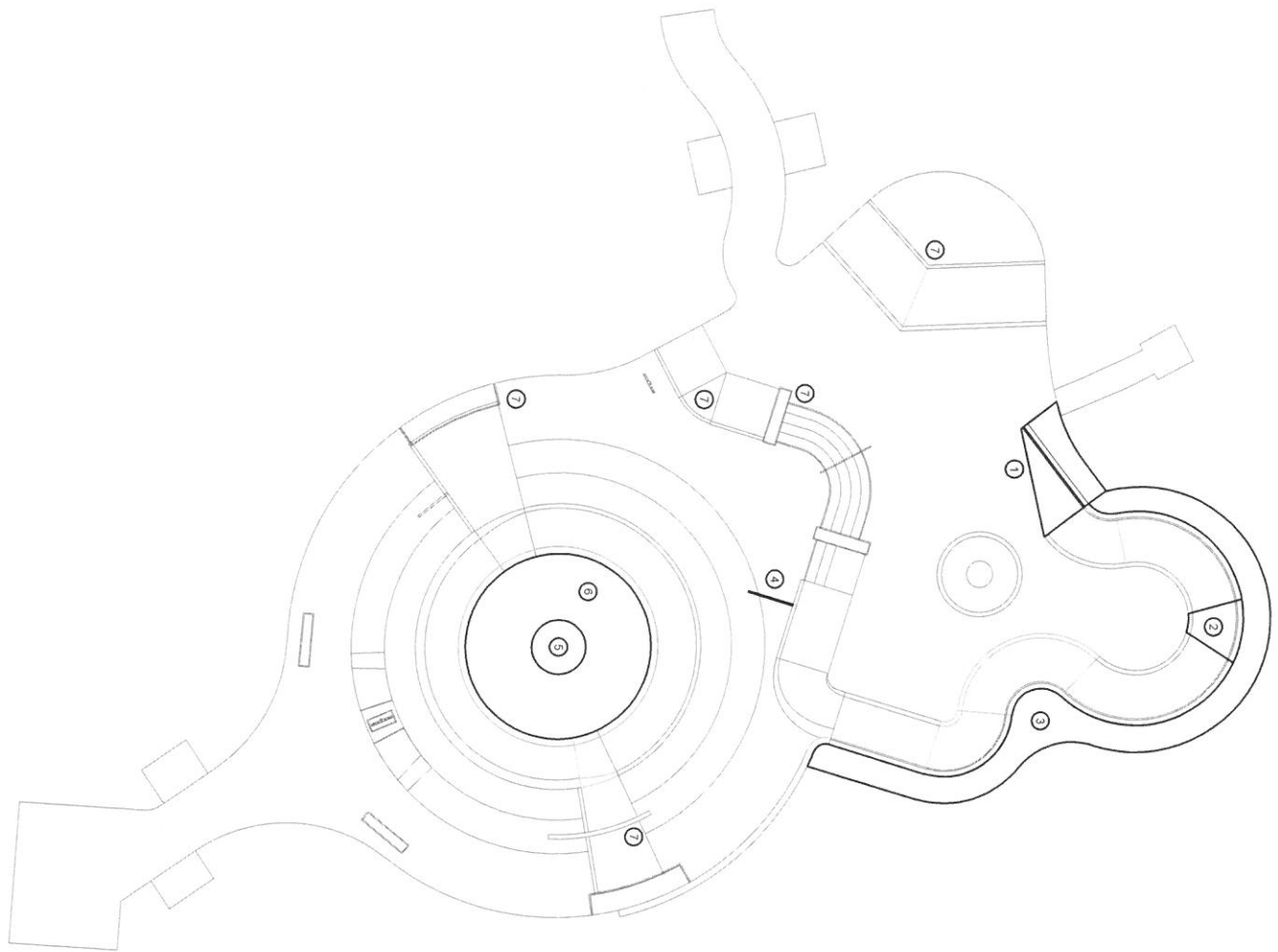
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PURCHASE AUTHORIZED BY:

Pet Daniels

DATE: 9/2/20



IMPROVEMENT LEGEND	
1	NEW SLOPING CONCRETE QUARTER-PIPE
2	NEW CONCRETE QUARTER-PIPE
3	NEW CONCRETE FLATWORK
4	NEW STEEL GRIND RAIL
5	NEW CONCRETE MANUAL PAD
6	NEW CONCRETE FLATWORK
7	ROUTE & SEAL CONCRETE CRACKS

THE USE OF THESE PLANS SHALL BE RESTRICTED TO THE PROJECT AND FOR WHICH THEY WERE PREPARED. NO PART OF THESE PLANS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SPOHN RANCH SKATEPARKS, INC. (SR). THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR THE PROPER CONSTRUCTION AND MAINTENANCE OF THE PROJECT AND SHALL BE RESPONSIBLE FOR THE PROPER USE OF THE PLANS AND FOR THE PROPER USE OF THE PLANS IN THE FIELD.



**SPOHN RANCH  
SKATEPARKS**  
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2824 S. CENTINELA AVE. - LOS ANGELES, CA 90030  
OFFICE (626) 330-5803 - FAX (626) 330-5803

PROJECT TITLE  
RADTKE PARK SKATEPARK - WEST ALLIS, WI

SHEET TITLE  
IMPROVEMENT PLAN

