



DESIGN. BUILD. COME TOGETHER.

PRICE PROPOSAL

ALLIANCE SKATEPARK – GRAND PRAIRIE, TX

HGAC CONTRACT #PR 11-14

JULY 12, 2016

SPOHN RANCH TO PROVIDE:

A. DIRT COURSE

Beginner Pump Track - Section 1 Fine Grading (Skatepark Contouring) = 190' x 35', Form E, Item PR54	6650	\$4.00	\$26,600.00
Head-to-head Downhill Track - Section 2 Fine Grading (Skatepark Contouring) = 375' x 20', Form E, Item PR54	7500	\$4.00	\$30,000.00
Freestyle Dirt Contest Track - Section 3 Fine Grading (Skatepark Contouring) = 400' x 10', Form E, Item PR54	4000	\$4.00	\$16,000.00
Site Preparation - 28 hours	28	\$125.00	\$3,500.00
Excavation - Labor and Equipment - 30 hours	30	\$165.00	\$4,950.00
			\$81,050.00

B. OUTDOOR PAVILION

Approximately 40' x 50' Building with Insulation (Installed)	1	\$40,000.00	\$40,000.00
Form E Item PR54- Concrete Flatwork - 3" thick cap to existing slab (2000 square feet)	2000	\$10.00	\$20,000.00
			\$60,000.00

C. COVERED COURSE REVAMP

Part #SPL-01045 Manual Pad	1	\$12,679.42	\$12,679.42
Part #SPS-00012 Stairs (2)	2	\$4,622.25	\$9,244.50
Part #SPG-00075 Grind Rail: Ramp (2)	2	\$528.90	\$1,057.80
Part #SPM-00021 Mini-Halfpipe: Transitions (2)	2	\$3,483.88	\$6,967.76
Part #SPT-00105 Transition Jump Box (2)	2	\$4,820.83	\$9,641.66
Part #SPT-00141 Transition Jump Box (2)	2	\$5,387.91	\$10,775.82
Part #SPD-01128 Street Deck (4)	4	\$3,591.27	\$14,365.08
			\$64,732.04



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D. OUTSIDE COURSE REVAMP

Part #SPT-00105 Transition Jump Box	2	\$4,820.83	\$9,641.66
Part #SPT-00141 Transition Jump Box	2	\$5,387.91	\$10,775.82
Part#SPR-00066 Roll-in:Street	2	\$7,338.76	\$14,677.52
			\$35,095.00

E. SKATE OBSERVATION DECK

Part #SPD-00912 Street Deck	4	\$3,545.34	\$14,181.36
Part #SPW-00136 Wedge: Interior Street	1	\$1,391.82	\$1,391.82
			\$15,573.18

F. BONDING

Payment and Performance Bond	1	\$6,208.12	\$6,208.12
			\$6,208.12

GRAND TOTAL			\$262,658.34
5% HGAC DISCOUNT	5%		-\$13,132.92
REVISED TOTAL			\$249,525.42



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ANCILLARY ITEMS INCLUDED:

As part of the construction process, the following items are included.

- A. Access to restroom, water source, power source, dumpster and concrete washout within 150' of skatepark footprint
- B. Clearing and demo
- C. Import and place fill material
- D. Compacted, moisture-conditioned rough grade to +/- 1/2" of specified sub-grade elevations
- E. Export cut material generated during fine grading
- F. Berms
- G. Concrete flatwork, as needed



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TERMS & CONDITIONS:

The following terms are expressly part of the price proposal and any subsequent agreement between Client and Spohn shall be governed by such terms. Client, by incorporating this proposal or otherwise listing Spohn, agrees not to seek any substitution on the grounds that Spohn will not consent to altering these terms.

- H. Price does not include taxes, bonding, permitting, samples or testing/inspection services
- I. Acceptance of the work shall be commercially reasonable and expeditious
- J. Failure to object to work within a reasonable time shall constitute deemed acceptance
- K. Spohn shall have approval rights as to any initial project schedule, and all subsequent schedule changes
- L. Spohn shall accept no risk of loss outside of its direct control
- M. All discretion attributed to Client in any subcontract shall be subject to commercial reasonableness standard
- N. Spohn shall not indemnify Client for losses not proximately and solely caused by Spohn
- O. Spohn must approve any material changes in scope in writing
- P. All modifications, waivers, alterations to be charged against Spohn must be written and signed by Spohn's authorized representative
- Q. Spohn shall have the right to cure any alleged default within a reasonable time
- R. In the event that other entities affect the site conditions adversely or impede the progress of the skatepark installation, the Client shall be responsible for any additional costs
- S. 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
- T. In no event shall Spohn's liability exceed the price of the specific goods upon which the liability is based
- U. 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
- V. Spohn reserves the right to make any corrections as necessary to typographic errors
- W. Any payments not made according to terms will be considered delinquent, and a service charge will accrue at the rate of 1.5% per month.



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- X. 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-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.
- Y. These Terms and Conditions are necessarily incorporated by reference into any other related agreement; Client agrees that California 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.
- z. Each Term and/or Condition herein is severable in the event one or more provisions are unenforceable for any reason.



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ALLIANCE SKATEPARK – GRAND PRAIRIE, TX
HGAC CONTRACT #PR 11-14
JULY 12, 2016

PROPOSAL VALID FOR 30 DAYS FROM JULY 12, 2016

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: _____

CONTACT: _____

TELEPHONE: _____

E-MAIL: _____

CONTACT: _____

TELEPHONE: _____

E-MAIL: _____

SPOHN RANCH REPRESENTATIVE:

PURCHASE AUTHORIZED BY:

DATE: _____