



DESIGN. BUILD. COME TOGETHER.

PROPOSAL FOR SKATEPARK CONSTRUCTION
 NJPA CONTRACT #030117-SRI
 CLOCKTOWER COMMONS SKATEPARK
 CITY OF WHEATON, ILLINOIS
 OCTOBER 13, 2017

SPOHN RANCH TO PROVIDE:

Labor, materials, cartage, supplies, equipment and tools as follows, per the attached conceptual design and to be detailed in Spohn Ranch's 100% Construction Documents:

SCOPE OF WORK:	NJPA PRODUCT CODE:
CONSTRUCTION DOCUMENTS	DS-3
SPECIALTY STEEL – HOT-DIP GALVANIZED ANGLE	SS-1
SPECIALTY STEEL – HOT-DIP GALVANIZED COPING	SS-1
SPECIALTY STEEL – HOT-DIP GALVANIZED GRIND RAILS	SS-3
SPECIALTY STEEL – HOT-DIP GALVANIZED GUARD RAILS	84448-1
4' CONCRETE QUARTER-PIPE	FR74120
5' CONCRETE QUARTER-PIPE	Q72120
1.5' - 2' CONCRETE BANK	B4060
CONCRETE GRIND LEDGE	LG030-1
CONCRETE MANUAL PAD	OB001-1
CONCRETE HUBBA LEDGE	HLS14-100
SUPPLY & INSTALL EPS FILL MATERIAL	SP-11
CONCRETE FLATWORK	CON-4
FREIGHT	FR-2

PRICE SUMMARY:	
SUB-TOTAL	\$110,000.00
+ PREVAILING WAGE (2017 DUPAGE COUNTY RATES)	\$20,500.00
- NJPA DISCOUNT	(\$10,000.00)
TOTAL PRICE:	\$120,500.00

CLIENT TO PROVIDE / PROVIDED BY OTHERS:

Spohn Ranch requires the following to be provided by the Client or another third party. Spohn Ranch's proposal is expressly conditioned upon the following assumptions and any variance voids the quote. Spohn Ranch will not indemnify or in any way accept any risk of loss related to these items.

- Site security
- Construction entrance and unobstructed site access to skatepark footprint suitable for concrete trucks
- Temporary access to restroom, water source, power source and dumpster within 150' of skatepark footprint
- Protection of underground utilities within overall project footprint
- Removal of existing skatepark equipment
- Slab cutting and demolition (per Spohn Ranch's construction documents)



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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.

- Price does not include permitting, bonding, testing, site-specific engineering or taxes
- Price does not include any work not expressly described in Spohn Ranch's scope
- 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 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 scope changes in writing
- All modifications, waivers, alterations to be charged against Spohn must be written and signed by Spohn's authorized representative
- Spohn shall have the right to cure any alleged default within a reasonable time
- 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
- 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.
- 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.
- 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.
- Each Term and/or Condition herein is severable in the event one or more provisions are unenforceable for any reason.



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PROPOSAL VALID FOR 30 DAYS FROM OCTOBER 13, 2017

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: Wheaton Park District
102 E. Wesley
Wheaton, IL 60187

SHIP TO: Clocktower Skate Park
Intersection of Reber & Naperville Rd.

CONTACT: Steve Hinchee
TELEPHONE: 630-510-4976
E-MAIL: shinchee@wheatonparks.org

CONTACT: Same
TELEPHONE: _____
E-MAIL: _____

SPOHN RANCH REPRESENTATIVE:

10/26/17

PURCHASE AUTHORIZED BY:

DATE: 10/23/17



THESE SKATEPARKS ARE THE PROPERTY OF SPOHN RANCH SKATEPARKS, INC. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY 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 PERMISSION IN WRITING FROM SPOHN RANCH SKATEPARKS, INC.

