



# REVISED USD 457 - VICTOR ORNELAS ELEMENTARY HGAC

**USD 457 GARDEN CITY PUBLIC SCHOOLS  
1205 FLEMING ST  
GARDEN CITY, KS 67846**

**Sales:** Andrew Manion

**FL Install - Revised USD 457 - Victor Ornelas  
Elementary HGAC EST4301635 3401 East Spruce St  
3401 East Spruce St Garden City, Kansas 67846**

**Est ID:** EST4301635 2

**Date:** Dec-05-2023

## FL Install - USD 457 Victor Ornelas Elem REVISED

Scope of Work Includes:

- Removal and disposal of the existing soil or mulch surface
- Gravel base
- Composite nailer boards
- Approx. 780 Ft<sup>2</sup> Playground Academy Grass
- Rubber infill
- 3" Safetyfoam

15-year warranty for the turf and foam

<b>Subtotal</b>	<b>\$20,500.03</b>
<b>Taxes</b>	<b>\$0.00</b>
<b>Estimate Total</b>	<b>\$20,500.03</b>

## **Payment Terms and Conditions**

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at eighteen percent (18%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.

## **Exclusions**

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges

## **Procedure for Extra Work and Changes**

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

*Change Notice:* Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

## **Warranty and Tolerances**

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.

- Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

### **Material Tolerances**

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.
- Warranty Time Period: the Contractor warrants all construction and installation for a period of one (1) season, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) season if there is an approved irrigation system.
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warrantees provided by the Contractor.
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client

for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

ForeverLawn Turf will not be ordered until the 50% down payment is received.

ForeverLawn final invoice payment is due upon receipt.

Pricing Includes: All materials for the turf, installation materials, all associated freight charges.

Turf will be custom ordered based on the measurements provided by the customer. Turf is nonreturnable without presence of defect. Customer agrees to the design and scope of work by signing the

blueprint attached with this contract. Customer is responsible to provide ForeverLawn notice of any changes in design and scope immediately. Failure of the customer to provide ForeverLawn notice of changes in design and scope may result in additional charges for turf at market cost, labor at standard labor rate, and redeployment of installation crew up to \$2500. ForeverLawn will not be responsible to pay liquidated damages for project completion date if customer has initiated two or more delays since the date of signed contract or a delay initiated by the customer within 30 days of project completion date. ForeverLawn will not be responsible for additional work needed based on incorrect site preparation work performed by the customer. If additional work is performed by ForeverLawn due to improper site preparation work, the remaining balance due will be adjusted or a change order with adjusted balance will be completed.

ForeverLawn will bill for materials ordered for the upcoming project upon ForeverLawn's purchase of those materials.

No work outside the scope of this contract or proposal will be performed without the knowledge and/or permission of the property owner or their representative. Additional work will either be quoted or performed at ForeverLawn's current labor rate per man-hour.

**Contractor:**   *Andy Manion*    
  Andrew Manion

**Client:** \_\_\_\_\_

**Signature Date:**   12/07/2023  

**Signature Date:** \_\_\_\_\_

**Email:** andy@sckansas.foreverlawn.com