

# AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES



**Proposal #** P-005040-2

**Proposal Submitted To:**

Richard Sanzo

**At:**

New Fairfield PS

**Street:**

**City, State and Zip Code:**

CT

**Phone and Fax Number:**

**Date of Proposal:**

12/30/2021

**Name of Job:**

2022 New Fairfield HS Track Replacement

**Location of Job:**

New Fairfield High School

Furnish all materials, labor and insurance to install the following:

**Work to be performed at New Fairfield HS existing Running Track:**

**Contract Pricing based on CREC/AEPA IFB #020-A**

**Budgetary-Furnish & Installation of Synthetic Running Track**

**Budgetary Track- Mill and Pave**

**Install Rekortan BS Running Track**

**\$384,353.00**

-Remove and dispose of existing latex track system

-Mill 1.5" and dispose of millings

-Apply Tack Coat and overlay one course virgin Class 2 asphalt compacted to 1.5"

-Install Rekortan BS Running Track per manufacturers specifications

**Budget Contingency Track- Full Depth Mill and Pave**

**Add to Base Track \$150,000.00**

-Mill 3.5" of existing asphalt and dispose of millings in lieu of 1.5"

## NOTES:

If track surfacing is to be installed over concrete, concrete surfaces are not to receive cure and seal products and should have a light broom finish. Concrete shall have a maximum 4.9% moisture content and allowed to cure for a minimum of 7 days prior to the installation of the track surface. Concrete will require shot blasting and the installation of a vapor emissions coating which is included in this proposal.

Price based on paying prevailing wage rates to AstroTurf Corporation employees. Additional labor required by local unions is not included in this price.

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An independent Geotechnical Engineer is required to complete test borings within the track area. The thicknesses of the paving components (asphalt and sub-base) will be measured and recorded at each location. Samples of the soils encountered will be recovered at suitable intervals and the Standard Penetration Resistance Test (SPT) values will be recorded. A summary report will be prepared and include asphalt and stone thicknesses, testing location plan, results of lab testing, photographic documentation of cores, and description of subsurface soil conditions. Core sample holes shall be filled with a non-shrink grout or cold patch.

**Contract Pricing based on CREC/AEPA IFB #020-A**

**\* AstroTurf Corporation maintain; a drug free workplace, OSHA safety trained field staff, and background clearances as required.**

*Note: This non-binding proposal has been prepared to assist you in your budgetary planning and is based on preliminary information provided to **AstroTurf Corporation** by you. This proposal is not a binding bid or estimate. **AstroTurf Corporation** reserves the right, to revise the pricing contained in this proposal prior to issuing a final, binding contract in the event the scope of the subject project changes prior to execution of the binding contract. Furthermore, this non-binding proposal contains the confidential and proprietary work product of **AstroTurf Corporation**, and it should not be shared by you with any third parties other than representatives or advisors retained by you to assist you in planning with respect to the subject project.*

**SALES TAX NOT INCLUDED IN PRICE - TAX EXEMPT**

We Propose hereby to furnish materials and labor-complete in accordance with the above specifications, for the sum of :

Payment to be made as follows:

**Payment terms as per approved contract**

Proposal submitted by Ryan Matthews and is valid for 60 days.

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Conditions:

Acceptance of our bid and price by Contractor/Owner shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Contractor's/Owner's agreement herewith shall be evidenced by AstroTurf Corporation commencement of work for project.

AstroTurf Corporation is not responsible for the layout and establishment of grades as done by others. AstroTurf Corporation accepts no responsibility for improper design or engineering.

This proposal is based on the payment of prevailing wage rates if applicable, to AstroTurf Corporation personnel. Any union labor required due to the general contractor's contractual union agreements, project labor agreements and or specific apprenticeship requirements will be provided at no cost to AstroTurf Corporation.

The Contractor/Owner will cooperate with AstroTurf Corporation to avoid scheduling conflicts or interference with AstroTurf Corporations work. The project schedule, and any modification of that schedule, shall allow the AstroTurf Corporation reasonable time, as outlined in the proposal, to complete AstroTurf Corporations work in an efficient manner. Contractor/Owner will provide AstroTurf Corporation a complete initial project schedule, as well as any subsequent revisions, outlining all phases of work for project.

If there is a change in the project schedule, or if there is any delay not caused by AstroTurf Corporation, AstroTurf Corporation will be entitled to reimbursement for any increased costs of materials and for any increased cost of labor, including overtime. AstroTurf Corporations entitlement to increased costs is not limited to the amounts that the Contractor may receive from the Owner under the prime contract.

AstroTurf Corporation will not be required to commence or continue work until the project site is in an adequate condition, as outlined in the proposal and/or as outlined in the architectural specifications, for this work to begin. If the project site is not in an adequate condition for AstroTurf Corporation to start work, that is a delay under the terms of this contract. Any and all resulting liquidated damages and claims against AstroTurf Corporation shall be waived for said delays.

AstroTurf Corporations completion of its scope of work is dependent of weather conditions. AstroTurf Corporation will suspend work on the project if any of the following weather conditions exist: 1) rain, 2) Temperatures below manufacturer's specifications or 3) high winds. The schedule shall be extended by the exact duration of any and all weather related suspensions of work. Any and all liquidated damages or claims shall be waived due to any delays caused by weather related suspensions of work.

The Contractor/Owner may make no claim for liquidated or actual damages caused by AstroTurf Corporations delay beyond the money which the Contractor /Owner has to pay for that delay under the terms of the contract.

Any indemnification or hold harmless obligation of AstroTurf Corporation to the Contractor/Owner will extend only to claims relating to property damage or bodily injury, and only to the extent that the property damage or bodily injury was caused by the negligence or intentional act of AstroTurf Corporation, its employees, or its subcontractors.

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No back charge by the Contractor/Owner will be valid unless AstroTurf Corporation has been given written notice of the Contractor's/Owner's claim, has been allowed reasonable time to correct any deficiency, and has failed to do so. Further, any back charge will not exceed an amount reasonably calculated to cover the cost of the anticipated liability or claim. All remaining amounts due AstroTurf Corporation will be promptly paid.

The Contractor/Owner is liable to AstroTurf Corporation for any expenses incurred by AstroTurf Corporation in enforcing the terms of this addendum, including, but not limited to, reasonable interest and attorney fees.

AstroTurf Corporation agrees to procure and maintain the following insurance coverage:

- (a) Commercial general Liability insurance, blanket endorsed to additional insureds as required per contract, with limits not less than \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal/Advertising,
- (b) Commercial auto insuring all vehicles used by AstroTurf Corporation (including all owned, hired and non-owned vehicles), and
- (c) Worker's compensation with statutory limits and a waiver of subrogation in favor of owner/contractor, and Employer's Liability with limits not less than \$500,000 each accident and \$5,000,000 Disease - Each Employee.
- (d) Umbrella coverage, blanket endorsed to additional insureds as required per contract, with limits not less than \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations, having \$10,000 self-insured retention

Evidence of such coverage, in the form of a Certificate of Insurance and providing for thirty (30) days notice prior to cancellation. Pricing includes blanket endorsement for additional insureds. Additional fees will apply if endorsement specifically listing additional insureds by name is required.

**ACCEPTANCE OF PROPOSAL-** *The above prices, specifications and conditions enclosed herein are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as enclosed herein.*

Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_

*This proposal may be withdrawn by us if not accepted within 60 days*

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