

## **New Buffalo Area Schools Stadium fiber optics**

QUOTE #921020686 V1

### **PREPARED FOR**

New Buffalo Area Schools

### **PREPARED BY**

Dan Meyering

June 26, 2025

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**Prepared For:****New Buffalo Area Schools**

Pano Arvanitis

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**P:** (269) 469-6000**E:** parvanitis@nbas.org**Prepared by:****MOSS**Dan Meyering  
561 Century Ave SW  
Grand Rapids, MI 49503**P:** (269) 317-8545**E:** dan.meyering@mosstele.com**Date Issued:****Jun 26, 2025****Expires:****Jul 24, 2025****ERate SPIN #:**

Special Contract Ref. #:

**Solution Summary**

Provide underground conduits per attached drawing.

Provide and install one 6 strand SM fiber to building B from building A

Provide one 24 strand SM fiber from building A to Press box with a loop at the 2nd and 3rd pull box for future light pole cameras and future concessions building.

Route raceway from edge of concrete pad to upper press box IT rack.

Terminate 6 strands at the press box.

Install two new rack mount fiber trays one at building B and one at the press box.

Provide and install one Cat 6 underground cable to building C for camera or as an uplink.

Terminate and test fibers to press box and building B.

Install underground tracer wires with all conduits so they can be located in the future.

Pull low voltage permits.

Meet with the facilities people regarding existing underground utilities.

Any private utilities we are not told about we will not be responsible to repair if damaged.

Any public utilities we will have marked by miss dig.

## Solution Summary

### Alternate:

Install two two inch conduits from the 2nd and 3rd pull box currently the ECs responsibility this would be directionally bored as not to interfere with the AstroTurf project going in. It may be less work to have these put in at the same time so the EC does not have to dig under the box to install his pipes just a thought.

**Add \$6,377.00 for this section**

Quote Summary		Amount
Materials and directional boring		\$21,842.72
Installation		\$9,274.65
Total:		<b>\$31,117.37</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

#### E-Signature Confirmation

**MOSS**

**New Buffalo Area Schools**

Dan Meyering

Signature / Name

06/26/2025

Date

Pano Arvanitis

Signature / Name

Initials

Date

## Purchase Terms and Conditions

New Buffalo Area Schools of , , (hereinafter, CLIENT) and MOSS of 561 Century Ave. SW, Grand Rapids, MI 49503 (hereinafter, MOSS) agree that the following terms and conditions will apply to any orders for the sale of equipment and services to the CLIENT by MOSS.

1. **PRICE.** The pricing in this proposal are firm and not subject to change unless CLIENT delays the acceptance for more than thirty (30) days past the date of this MOSS proposal, in which case this proposal may be modified due to a change in MOSS's costs, unless there is written agreement of both parties to extend the initial pricing. In addition, MOSS may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. MOSS may also update this quote or above pricing due to duties, freight, tariffs, supplier pricing, surcharges, or exchange rate fluctuations.
2. **ACCESS.** CLIENT shall provide timely access to the areas needed for installation and provide the proper operating environment for the equipment and services, as specified by the manufacturer, including proper electrical and telecommunications connections.
3. **TERMS OF PAYMENT.** Invoices will be rendered on the date of shipment of CLIENT'S Equipment to the work site. Ongoing charges will be invoiced monthly based upon job progress and completed work, and final billing shall be invoiced upon the successful completion of MOSS's standard installation tests and CLIENT acceptance. Payment of invoices shall be by cash, check or electronic transfer and shall be due within twenty (20) days of MOSS's invoice date or incur an additional late fee of one and a half percent (1.5 %) per month on the unpaid balance. Credit card payments will only be accepted with a 3% service charge added.
4. **LIMITED WARRANTY** MOSS represents and warrants to CLIENT that the equipment and workmanship will be free from defects which materially affect the performance of the equipment for a period of one year for equipment and ninety days for labor. This warranty does not include defects or failures caused by customer abuse, misuse or negligence, or failures caused by electrical power surges. Moss does not warrant any third-party software for fitness of purpose or vulnerability to intrusion or attack.
5. **LIMITATION OF LIABILITY.** Without limiting the foregoing warranty, MOSS shall not be liable for any damages resulting from the use or inability to use its products or services, interruptions of service, delays in operation or transmissions or any other failure of performance or business function. Further, except in the event of willful misconduct or gross negligence by MOSS, the maximum liability of MOSS and its directors, officers, employees, agents, or suppliers for loss or damage caused by or arising from its performance under this Agreement, regardless of the form of action, whether in contract, tort, strict liability or otherwise, shall be limited to the purchase price of the Equipment.
6. **FORCE MAJEURE.** Neither party shall be liable for delays, failure to perform or loss or damage due to force majeure conditions including, but not limited to, fire, explosion, power blackout, earthquake, volcanic action, flood, war, government requirement, acts of God or other similar causes beyond its reasonable control. Any party so delayed in its performance shall immediately notify the other and mutually agree to reschedule the remainder of the project.
7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. MOSS shall have all rights and remedies specified herein in addition to those specified in the Uniform Commercial Code as adopted in the State of Michigan. All such rights and remedies are cumulative. MOSS shall be reimbursed by CLIENT for all costs and expenses paid or incurred in enforcing its rights hereunder, including, without limitation, reasonable attorneys' fees and costs.
8. **ASSIGNMENT.** MOSS may subcontract for the performance of any of its obligations under this Agreement and this Agreement is not assignable by either party except with the prior written consent of the other party
9. **ACKNOWLEDGEMENT.** CLIENT acknowledges that it has read this Agreement, understands it, that the person signing on its behalf is authorized to sign on its behalf, and agrees to be bound by its terms and conditions. CLIENT further agrees that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all Agreements or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.