



Unlimited Sports Solutions
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Turner High School Baseball

Date: 09/26/2024

Scope of Work (TIPS Contract 210803)–

Provide and Install:

(1) 4 Pole Tieback Backstop System

- 40' Tall by 110' Wing by 25' Backstop by 100' Wing
- (2) 20" Black Poles 50' Tall will be direct Buried in 14' deep by 36" diameter Hole
- (2) 20" Black Poles 53' Tall will be direct Buried in 14' deep by 36" diameter Hole
- #36 Knotted Nylon Netting UV Treated Black.

(1) Fusion Wall

- 36" High by 105' long
- ¾" Weather treated sheathing with 3" high impact foam
- Wrapped in 18oz all weather vinyl. Color: TBD
- Hardware – Struct, Straps and Zeus Clips
- 2.5" Posts Set approximately 4' On Center

Total (Before TIPS): \$146,250.00

TIPS Discount: (\$7,312)

Shipping: \$4,500

Engineering: \$1,500

TOTAL: \$144,938.00

Standard Notes & Exclusions – Unless otherwise noted

- No surveying and / or staking included
- No grading, grubbing, clearing, or staking of fencing location lines
- Retainage will not apply to temporary fencing
- Sleeves or sonotubes are not provided
- Mow curb/strip are not provided
- Providing, running, or installation of electrical or conduit is not included
- Installing of grounding or components is not included
- Not responsible for cable locating in post tension construction
- Providing or installing of rebar in concrete footings is not included
- No project specific employee background, drug screening or DMV history will be added if required.
- No demo or removal of any existing fences or structures
- Not responsible for compliance with local zoning or regulations
- Not responsible for obtaining permits or inspection

- Prevailing, union, or Davis-Bacon wages are not included
- No bid bond and performance bond
- No engineer's report
- No rock drilling and/or core drilling
- Private utilities to be located by others in accordance with state standards. In the event these utilities are damaged because of improper locating Empire Netting & Fence will not be responsible for damages and associated costs.
- No removal of hazardous materials
- Not responsible for damages caused by others
- Hydrovac is not included
- Sales Tax not included

Payment Terms:

- By accepting this proposal as indicated by my signature, I acknowledge the scope of work to be completed, understand all proposal notes, and guarantee payment according to the terms set forth in this proposal.
- Estimate is valid for 15 days
- Additional fees will be added for special billing processes such as Textura

Terms & Conditions

1. Terms and Acceptance. By signing this proposal, the Buyer has completely reviewed and agreed with the prices, specifications and the Buyer is authorizing Empire Netting & Fence to complete the specified work. If not signed by the Buyer, Seller shall have no obligations under this agreement.
2. Payment Terms. Balance due within 15 days of completion. If payment is withheld without approval, the contract amount will increase by 5%. Services and handling charges of 1.5% per month, 18% per annum applies to delinquent accounts that are not paid within the 15 days of project completion.
3. Warranties. Empire Netting & Fence, as fence contractor for the above referenced project does hereby warrant that for a period of one year from the date of project completion, the work will remain free from all defects in workmanship and materials, except as noted below. This warranty is extended to the original owner and is non-transferrable. No warranty will be applied to any fence projects, or portions of work which are repairs or add-ons to existing fences, railings, netting, or posts, and do not involve completely new fence installations. Seller does not warranty damage to the materials installed caused by excessive irrigation, failure to keep fences free of excessive vegetation, soil contraction due to insufficient hydration or other causes. Seller uses only prime lumber materials but makes no warranty that wood products will not naturally warp or split over time. If you require repairs, to a fence or structure constructed with wood products, which are due to warping, splitting, or any other natural characteristic of wood, labor charges will apply. Although Seller generally purchases lumber materials from the same sources to ensure consistency, we do not guarantee consistency in coloration. If any person, firm or corporation other than Seller, performs or attempts to perform any repairs, modifications, or other changes to the completed work, then this warranty will become null and void. Some fence material including ornamental steel and aluminum, and vinyl fence products, have a manufacturer's warranty which may apply for periods longer than that of the Seller.
4. Returns. Goods cannot be returned without Seller's prior agreement and permission. If Seller authorizes a return, Buyer is responsible for return freight and a 15% minimum restocking fee.
5. Modifications. This bid is based off documents provided, any deviation in material or services may require adjustment to time, material, and cost. Change orders will be submitted to the Buyer and performed only after Buyer approval and signature. All modifications shall be in writing and shall be affixed to the original bid.
6. Claims. Buyer assumes full responsibility for damage to marked and unmarked underground utility, telephone, T.V., cable or sprinkler systems. Buyer agrees or allows Empire Netting & Fence to locate the fence within 18 inches of buried utilities. Buyer agrees to defend, hold harmless and indemnify Empire Netting & Fence against all claims, liabilities and expenses for trespass and damage arising out of location of said fence, railing, bollards, posts, and netting.
7. Installation. All installations shall be performed by the Seller. If any person, firm or corporation other than Empire Netting & Fence performs or attempts to perform any repairs, then the warranty will be null and void. Changes to installation of fencing, netting, bollards, gates, railings, or any materials agreed upon between the Buyer and Seller, due to varying ground and structure conditions are not the responsibility of the Seller.
8. Delays. This contract is subject to Seller's ability to obtain some or all the materials from remote manufacturers or suppliers within the time estimated on the Bid. Seller shall be diligent to obtain all materials but shall not be liable for any delay in delivery or shipment of the Materials or any part or portion thereof arising from the cause wholly or partly beyond Seller's control. Seller will not be responsible for any costs incurred for delays caused by Buyer, owner, Architect, inclement weather, site accessibility or any conditions beyond the control of Seller. Agreed upon installation dates is based on site availability and receiving all necessary approved drawings.
9. Force Majeure. In no event shall the Seller be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by directly or indirectly, forces beyond its control, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God and interruptions, loss or malfunctions of utilities, communications or computer services; it being understood that the Buyer shall use reasonable efforts which are consistent with accepted practices to resume performance as soon as practicable under the circumstances.
10. 40-hour Work Week. The regular work week for a full-time employee is Monday through Friday 7:00 AM to 4:00 PM, 40 hours.

11. *Hidden or Changed Conditions. Any work not indicated in the plans or specifications, that must be added, repaired, or replaced because of hidden, concealed, or changed conditions, or that is required for compliance with building codes or other regulations, shall result in a change order, and shall be paid for in full by the Owner, subject to the terms and conditions of this contract.*