

PROPOSED SCOPE OF WORK FOR SKATEPARK CONSTRUCTION SERVICES

Artisan Concrete Services, Inc dba Artisan Skateparks, Inc. (Artisan) has prepared this scope of work to summarize our build process and to aid in the clarification of project responsibilities. Artisan is providing the City of Saratoga Springs (CLIENT) with this scope of work for construction services for the Skatepark.

- Construct per the base bid construction documents, provided by Pillar Design Studios, LLC.
 - a. All necessary labor and personnel to complete the concrete skatepark.
 - b. All concrete and steel coping will be sourced and provided by Artisan.
 - c. Artisan will pay for all materials utilized in this job.
 - d. Artisan will provide all necessary tools and equipment necessary to complete the job, including any equipment rental, and shotcrete air compressor rental.

PHASE I – Turnkey Construction Services

Objectives:

- To construct the Skatepark while maintaining high quality standards.

I.a – Pre-Construction Meeting (phone conference)

- Artisan will meet with the Client and any other necessary team members to review and go over the design intent and construction specifications.

I.b – Construction

- a. Mobilization
 - b. Site layout and necessary surveying, this will establish project limits and erosion control measures.
 - c. Grading will begin, to the survey layout.
 - d. Installation of all imbedded steel copings.
 - e. Installation of all formworks.
 - f. Installation of all shotcrete.
 - g. Installation of all flatwork.
 - h. Painting Coping and Waterproofing
- The construction process will be managed daily and the schedule will be reviewed weekly by the Project Manager, ensuring the City is appraised of all stages of construction.

I.d - Project Completion

- Artisan will provide the Client with written notice that all tasks within the scope of work have been completed and submit for final payment.

ARTISAN RESPONSIBILITIES.

- a. Cooperation: Artisan will cooperate with the Owner during the life of the Project. Artisan will also take all reasonably necessary precautions to protect the Work of Owner and other contractors from damage that may be caused by Artisan Work.
- b. Payment of Employees, Subcontractors, and Suppliers. Artisan agrees to pay its employees, Subcontractors, and suppliers for all labor, services, and materials supplied in connection with the Project. Artisan will indemnify and hold Owner harmless from any claims made by Artisan's employees, subcontractors, and suppliers, providing Artisan has been paid for the Work that is the subject of the Claim.
- c. Safety: Artisan will comply with all safety laws, regulations, and/or ordinances applicable to the Project that are set forth by any governmental agency with jurisdiction over the Project. Artisan will maintain a safe workplace at all times and will immediately report any injuries or safety problems to Owner.
- d. Clean up: Artisan will maintain a clean work site and will keep the premises free from accumulated waste.
- e. Warranty: Artisan Warranty states that all work will be completed with new materials (unless otherwise noted on the plans). All workmanship will be completed by professional tradesman trained in Skatepark construction. Artisan warrants that all work will be free from defects and will provide a 1 (one) year warranty period. This warranty period does not cover items deemed as normal wear and tear.

Project Assumptions

The following assumptions shall apply to the proposed scope of work and submitted fees:

- Artisan is not a licensed General Contractor in the State of NY, nor have we retained one for this project.
- Artisan is Not Responsible for the Demolition and Removal of the existing skatepark bowl to be rebuilt as Add Alternate 1.
- Artisan is Not responsible for any drainage works relative to the Add Alternate #1 Bowl (subsurface work – Artisan will provide the drain cover)
- Artisan will provide all necessary tools and equipment necessary to complete the job, including any equipment rental, and shotcrete air compressor rental.
- All pricing includes New York State prevailing wage rates.
- The price includes protection of existing grass areas and new paving and coating of the running track.
- Artisan will restore or replace any damage done by their scope of work during the construction of the Skatepark.

- Temporary fencing, if required, will be placed so the East Side Recreation Park may be occupied during construction.
- The staging area and overall park access will be designated and protected.

Project Fees

Fees for the Services detailed in the proposed scope of work are outlined below.

Construction Services Lump Sum - Base Bid \$286,388.40
The quoted lump sum price reflects the 8% discount negotiated with Sourcewell, contract #112420-ART (a \$311,291.74 contract value).

Construction Services Lump Sum - Add Alternate #1 \$118,711.68
The quoted lump sum price reflects the 8% discount negotiated with Sourcewell, contract #112420-ART (a \$129,034.43 contract value).

Total Contracted Construction Services Lump Sum \$405,100.08

Please note that 10% is due upon scheduling of mobilization and will be invoiced once the project is placed on the Artisan Construction Calendar.

Contract Provisions

1. The compensation due Artisan Concrete Services for the work to be performed hereunder shall be set forth in Fees and Expenses above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above described scope of work. Wherever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Artisan hereunder, provided the change was in fact approved and ordered by the Client. Client accepts that signing this form shall be construed as authorization by the Client for Artisan to proceed with the work.
2. All fees, commissions, product charges and expenses billed shall be due within fifteen (15) days of the date of billing. Artisan will provide Bi-Weekly pay applications. Pay applications will accurately depict the progress of the Artisan's Work and the percentage of the Work performed to date or will reflect the payment schedule agreed upon by the parties.
3. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). Client agrees that all statements not objected to in writing within five (5) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of Artisan's performance and the value of the services provided to Client.
4. If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) days or more, or upon instruction by Client to Artisan to suspend activity on the project, Artisan's shall be compensated for all services performed together with all reimbursable expenses due and the contract shall be deemed

terminated. If the project is resumed after such suspension the Agreement between Client and Artisan shall be re-negotiated prior to resumption of work by Artisan. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings for a sixty- (60) day period or written instruction by Client to suspend substantially all project activities.

5. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
6. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Contract shall be deemed terminated by the non-defaulting party by reason of default. For purpose hereof, any failure to pay sums due under Paragraph 2, above, for a period of ninety- (90) days shall be deemed justifiable grounds for declaration of default. Moreover, Artisan failure to substantially perform under this Agreement shall be deemed justifiable grounds for declaration of default. In addition, either party may terminate this agreement with or without cause upon thirty- (30) days written notice by either party.
7. Laws of the State of New York shall control any proceedings arising in the transaction described herein. All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either the Client or Artisan. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.
8. In the event legal action is brought by the Client or Artisan against the other to enforce any of the obligations hereunder or arising out of the dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fee's, costs and expenses as may be set by the court.
9. In conformity with MSA 466 (Tort Liability, Political Subdivisions), Artisan shall provide a certificate of automobile and general liability insurance of no less than the City liability under MSA 466.
10. Artisan liability to the Client for any cause or combination of causes is in the aggregate, limited to an amount no greater that the fee earned under this agreement.
11. This agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
12. This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

Skatepark Construction Services

If this proposal meets with your approval, please sign and return to our office. When accepted, this proposal will serve as a mutual commitment between Artisan Concrete Services, Inc. and the Client for the above outlined services and fees. Work will be scheduled upon receipt of signed agreement.

By signing below you are accepting the terms and condition listed above.

Artisan Concrete Services, Inc.

Date: 4.23.22

By:  _____

Andy Duck, President
Artisan Concrete Services, Inc.

Client Approval

Date: _____

By: _____
Authorized Representative
Saratoga Springs, NY

CLIENT SOURCEWELL MEMBER # _____

City of Saratoga Springs Sourcewell number must be provided for discounted rate.

