



10 Lincoln Street, Kansas City, KS 66103  
Phone: 816-471-2929 Fax: 816-471-3001

# Project Proposal

Proposal Number	CP119540
Proposal Type	
Date	11/18/2022

Project: KCIA Activity Center  
Architect:  
Bid Date: 11/9/2022 4:00 PM  
Proposal For: Gym Equipment

*Cell #  
816-918-3694*

Kansas City International Academy  
414 Wallace Ave  
Kansas City MO 64125

## Gym Equipment

**\$9,132.00**

We Will FURNISH and INSTALL Gym Equipment as manufactured by Performance Sports Systems.  
Providing:

### Column Padding

- Qty. 4 ea. PSS Model 4520-NSD 11" x 11" x 11" x 8' Tall Bonded-foam Column Pad 2" Thick with 1" Nail Lips Top & Btm.
- Qty. 8 ea. PSS Model 4520-NSD 4.5" x 4.5" x 4.5" x 8' Tall Bonded-foam Cross Brace Column Pad 2" Thick with 1" Nail Lips Top & Btm.

### Basketball Backstop

- Qty. 1 ea. PSS Model AFRG42 - 42" x 72" Regulation Glass Backboard with Aluminum Frame
- Qty. 1 ea. PSS Model PMCENONE Pro-Mold Backboard Padding, Purple
- Qty. 1 ea. PSS Model 1131 - Manual Height Adjuster
- Qty. 1 ea. PSS Model 9120-11-08 - AAG Hand Crank / Extension Rod
- Qty. 1 ea. PSS Model 2300-0000A - Custom Four-Pint Wall Moun , 12" Ext., Rect Board for Adjust-a-Goal
- .CSC to Donte Qty. 1 ea. 2000+ Break Away Rim

*Approved  
11-29-22  
DL*

**Project Total: \$9,132.00**

Our bid and price are conditioned on the use of the latest edition of AIA document A401 and attached "Rider A" as the terms for any resulting subcontract. An OCIP Policy for primary and noncontributory waiver of subrogation, if required, can be furnished at an additional cost. Please note that the submitted proposal utilizes Commercial General Liability (CGL) endorsements that are equal to CG2010 10/01 and CG2037 10/01. Additional costs up to 0.4%/yr may apply if actual CG2010 10/01 and CG2037 10/01 endorsements are mandated. In the event of any conflict between this proposal and the subcontract document, this proposal shall govern.

Prices quoted are good for 30 days!

If you have any questions concerning our proposal, please contact me.

Mike Yager  
Carroll Seating, Inc  
myager@carrollseating.com

**RIDER A to CONTRACT between CARROLL SEATING COMPANY and GENERAL CONTRACTOR  
FOR THE PROJECT KNOWN AS:**

**MADE A PART HEREOF AND ATTACHED HERETO**

This Rider contains changes and additions to the above-referenced contract (the "Contract") between Carroll Seating Company ("Subcontractor") and General Contractor ("Contractor"). To the extent that the terms and conditions of this Rider conflict with terms and conditions of the Contract, the Rider shall control.

**1. DELIVERY/INSTALLATION:** Carroll Seating Company shall not be liable for or chargeable with any delay in or want of performance due to unforeseen circumstances or due to causes beyond its control, including, but not limited to, act of nature, act of any governmental authority, war or armed hostilities, riot or civil disturbance, act of terrorism, labor dispute or disruption, epidemic or global health crisis, power grid or internet disruption, materials shortage or constraint, product unavailability from manufacturer, or transportation delays, and shall be entitled to an appropriate extension of time in the event of any such occurrence.

**2. JOBSITE CONDITION:** The Contractor warrants that the job site conditions will be prepared and ready to receive materials delivered by Carroll Seating Company and that the installation of said materials can commence immediately upon delivery. Unless otherwise agreed to in writing, the cost of unloading materials shall be included in the purchase price set forth in the Contract. Should the job site conditions be cause for delay for Carroll Seating Company to begin installation of materials, or delay in delivering materials, the Contractor agrees to pay an additional sum of money to cover all extra expenses necessary for extra (double) handling, moving, demurrage, or storage charges of materials. Architectural woodwork shall not be subjected to extremes of temperature and humidity. Relative humidity shall not be less than 25% or more than 55% under normal conditions. In any event, relative humidity and temperature during the time of installation should remain within the range to be maintained during occupancy. Relative humidity below 20% and above 80% is harmful to wood and wood products.

**3. PRICING BASED ON DELIVERY DATE/ESCALATION:** The Contractor shall not change the delivery date once materials have been scheduled for production and must give the Subcontractor written notice of a change in delivery date at least 90 days in advance from the original agreed upon scheduled delivery date. If the Contractor issues a change order causing a delivery date beyond 30 days from the originally scheduled delivery date the new delivery date shall constitute a new agreement in determining the appropriate change in the cost of materials and labor.

**4. RETENTION CLAUSE:** The retainage percentage withheld by the Contractor from progress payments to Carroll Seating Company shall not exceed the retainage percentage withheld by the Owner in its payment to the Contractor.

**5. MECHANICS LIEN CLAUSES:** Carroll Seating Company shall retain the right to assert mechanics' lien(s) for work that it has performed. Nothing in the Contract or this Rider shall be construed as a waiver of Carroll Seating Company's right to assert mechanics' lien(s) should the Contractor fail to pay Carroll Seating Company for the work performed.

**6. OSHA CLAUSES:** Carroll Seating Company shall not be liable for payment of any OSHA fines or penalties or for correction of unsafe working conditions due in part or in whole to acts of commission or omission on the part of the Contractor, Architect, or other subcontractors. Contractor agrees to Carroll Seating Company harmless from any such fines, penalties and correction of unsafe working conditions.

**7. WAIVERS:** Carroll Seating Company shall tender mechanics' lien waivers upon receipt of payment for the Work to which such waivers relate. In the event Carroll Seating Company submits a waiver before it receives payment the waiver will be held in trust by the Contractor until payment is received by Carroll Seating Company and shall not be effective or binding upon Carroll Seating Company until Carroll Seating Company receives the payment.

**8. Notwithstanding any provision of the contract between Carroll Seating Company and the Contractor to the contrary, Carroll Seating Company shall only be obligated to defend, indemnify or save harmless the Contractor and Owner for such losses, damages, claims and the like for which Carroll Seating Company has insurance coverage, and then only to the extent of such insurance coverage.**

**9. SERVICES:** The Contractor shall provide sufficient temporary electric, heat and water for the use by Carroll Seating Company at no cost to Carroll Seating Company. This includes any temporary heat in areas where any wood products have to be stored on site due to installation areas not being ready.

**10. CLEANUP:** The Contractor shall provide dumpsters for use by Carroll Seating Company at no cost to Carroll Seating Company. No dumpster charges shall be accepted by Carroll Seating Company unless agreed to in writing.

**11. PAYMENT AND PERFORMANCE BONDS:** Unless the Contract requires Carroll Seating Company to obtain payment and/or performance bonds, the Owner and the Contractor shall be responsible for obtaining and paying for such bonds. If the Contract requires Carroll Seating Company to obtain payment and/or performance bonds, Carroll Seating Company shall obtain such bonds but only pay the premium attributable to the initial contract price. If the premium charged for such bonds increases as a result of changes in the original contract price, the Owner or the Contractor shall pay the increase in the premium. The Owner and the Contractor shall make any requests for payment and performance bonds at least ten days before Carroll Seating Company commences work. It is understood Carroll Seating Company will only furnish the standard AIA document 311 or 312 Performance Bond.

**12. EXTRAS:** Contractor shall sign each field "extra work order" for time and material extras to verify hours and materials used. No additional work shall be performed without this "extra work order". Contractor agrees to pay the following rates for extra work.  
Carpenters per hour \$ \_\_\_\_\_  
Foreman per hour \$ \_\_\_\_\_

Contractor also agrees to pay the cost of materials used by Carroll Seating Company in the performance of extra work. Payments for extra work orders shall be made in the same manner as payments are made on the contract.

**13. BACKCHARGES:** Contractor agrees that it will give Carroll Seating Company sufficient advance notice, but in no event less than 48 hours in writing to permit Carroll Seating Company to correct the work that the Contractor contends warrants a backcharge. The Contractor must have the backcharge signed by the Carroll Seating Company project manager. In the event the Contractor does not give sufficient advance notice, the Contractor shall not be entitled to the backcharge. The Contractor agrees that in the event it decides to issue a backcharge, it shall do so within two weeks after the occurrence giving rise to the backcharge.

**14. DIMENSION AND DELIVERY INFORMATION:** If accurate field dimensions cannot be taken prior to fabrication, the Contractor will sign off to the field measurements per the architects' drawings or manufacturers' shop drawing. This will be done prior to fabrication. Any changes which results in equipment not fitting and requires further attention and costs will be the responsibility of the Contractor.

**15. Notwithstanding any provision of the contract between Carroll Seating Company and the Contractor to the contrary, Carroll Seating Company shall only be obligated to carry and have in force and effect such insurance in such limits as described in the certificate of insurance attached hereto. The General Contractor hereby represents and warrants to Carroll Seating Company that the Owner has adequate builder's risk insurance for the project. In no event shall Carroll Seating Company waive any rights of subrogation.**

**16. Carroll Seating Company shall only be bound by the terms and provisions of the General Contractor's contract with others if the General Contractor delivers to Carroll Seating Company a true, complete and accurate copy of such contract and Carroll Seating Company, prior to its execution of this Rider, returns such contract to the General Contractor bearing Carroll Seating Company's president's initials on each page thereof; in no event, however, will Carroll Seating Company be bound by any "waiver of right to jury trial", "no lien" or "liquidated damages for delay" clauses by other such similar provisions in any contract between the General Contractor and others.**

**17. Notwithstanding any provision in any subcontract between Carroll Seating Company and the General Contractor which states that a condition precedent to the General Contractor's obligation to pay Carroll Seating Company is the General Contractor's receipt from others of payment for the work, services or material provided or performed by Carroll Seating Company, sometimes referred to as a "pay when paid" or "pay if paid" clause, the General Contractor shall pay Carroll Seating Company for all work, service or materials performed or provided by Carroll Seating Company within 30 days of Carroll Seating Company's invoice to the General Contractor for the same. All past due invoices are subject to a 1½% monthly finance charge, which yields an annual interest rate of 18%.**

**18. In the event Carroll Seating Company must enforce any of the terms and provisions of the contract or this Rider, including but not limited to the General Contractor for any work, service or material described herein, Carroll Seating Company shall be entitled to collect from the General Contractor all costs and expenses, including reasonable attorney's fees, it incurs in connection therewith. Carroll Seating Company waives subrogation only for loss of tools or its equipment on the jobsite.**