

11 April 2023

Proposal 1

Project: Legion Field
Synthetic Turf and Installation
Palmyra, NJ 08065

Shaw Integrated and Turf Solutions, Inc. ("Shaw Sports Turf") is pleased to provide the following proposal for your upcoming project:

Product	Description	Area/SF	Price
Legion NXT 2.0	Synthetic Turf and Installation	68,722 SF +/-	\$430,932
Legion Pro 2.0	Synthetic Turf and Installation	68,722 SF +/-	\$420,937
Legion 2.0+	Synthetic Turf and Installation	68,722 SF +/-	\$404,059
ADD	Midfield Logo – P & PALMYRA w/ Two Colors	ADD:	\$24,471
ADD	Midfield Logo – P Only w/ Two Colors	ADD:	\$5,903
CREDIT	Infill Reuse	CREDIT:	\$23,760

Notes: All appropriate taxes will be charged unless proof of tax-exempt status/certificate is supplied to Shaw Sports Turf related to this project.

Pricing based on, and in compliance with the Shaw Sports Turf Field Direct Purchasing Program. The Field Direct Purchasing Program is comprised of several national and local cooperative and group purchasing organization contract that provide predetermined and preferential pricing, leveraging volume buying power. Purchases under such contracts may be subject to additional terms and conditions. These purchasing programs and contracts have been bid publicly and competitively.

Pricing based on use of Shaw Sports Turf Field Direct Purchasing Program using Sourcewell Contract # 031622-SII.

Pricing based on Shaw Sports Turf rendering dated 04.11.2023. (changes in layout may increase price)

Credit price assumes that approximately 5lbs of existing infill can be extracted and reused.*

Scope of Work Inclusions

- Removal and proper, lawful disposal of existing synthetic turf system
- Visually inspect existing base and drag roll grade appropriately
- apply and install our Shaw Sports Turf Synthetic Turf System over base provided by others generally in accordance with manufacturer product specifications, warranty and installation methods (including turf, sundries and infill materials)
- Price based on standard Shaw Sports Turf colors for each product (custom yarns not included)
- Supply and install tufted and inlaid game field markings:
 - Lines/Markings – Soccer

- Supply and install turf system infill materials: ambient processed SBR and silica sand by weight
- One (1) GMAX test performed upon completion of field
- All usable remnants of new material generated by Shaw Sports Turf shall become property of owner.
- Quote based upon use of Shaw Sports Turf standard adhesive; other adhesives at additional cost
- Shaw Sports Turf Standard 8 (Eight) year manufacturer warranty for our turf products only.
- Maintenance instruction and training for best practices in field care and maintenance and review of the Shaw Sports Turf Maintenance manual.
- Prices based upon prevailing wage schedule in effect at time of proposal.
- Prices based upon 1 (one) mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply for each additional mobilization.

This Proposal and Shaw Sports Turf scope of work expressly excludes:

- Any bonds, bonding fees, or additional insurance policies
- Any Union Wages or Union Requirements
- Design services, engineering, construction drawings, storm water management, architectural/engineering inspections, geotechnical testing, site survey or independent testing
- Any contaminated soils, unsuitable soils, hazardous material removal and/or remediation including rock, disposal, analysis, testing
- Any base work including aggregate provision or installation, compaction, grading, testing for compaction or permeability of aggregate base not already included in the Scope of Work above
- Independent testing of synthetic turf not already included in the Scope of Work above.
- Any storm water measures including sediment/erosion control measures beyond scope.
- Any additional storm water detention or retention requirements that may be required by local or state jurisdiction is not included in our scope
- Installation of concrete pads or asphalt paving unless damaged during construction
- Any field markings, lettering or logos not mentioned above
- Civil Site Construction-Shaw Sports Turf shall not be responsible for the base, including site demolition, drainage systems, sub-grade work, grading, soil stabilization, rock excavation, stone base or concrete curbs and/or nailer boards, asphalt paving, track surface or track and field events.
- Locating, relocation, removal, supply, installation and/or repair of any existing or proposed utilities including removal or relocation of irrigation systems.
- Provision or refurbishment of sports equipment, score clocks, bases, home plates, pitching rubbers, foul poles, soccer nets, corner flags, netting, goal posts, fence, netting etc. (no labor or supplies of any kind)
- Maintenance of field or other turf treatments beyond what is expressly listed above.
- Any material storage fees or site security
- Any Shock Pad, E layer or Drain Tile (unless option included in the above scope of work)
- Protection for asphalt, concrete, landscaping, tracks, etc. unless identified in above scope of work.
- Anything not specifically stated in our above scope of work

Conditions

- This bid proposal and its acceptance is subject to Force Majeure and delays beyond Shaw Sports Turf reasonable control. In the event of any such delay, the date of completion shall be extended to compensate for the delay.
- Shaw Sports Turf requires suitable staging area no more than 200 feet from the site.
- Proposal contingent upon executed contract approved by Shaw Sports Turf.
- Proposal amount is subject to the payment terms established upon credit review by Shaw Sports Turf Financial Services at project award or approval.
- Changes in the specifications and/or scope of work are subject to change orders and may require additional charges and/or fees added to the agreed contract price. Changes in the scope of work require appropriate change order submittal, approval and execution from the appropriate parties.
- Shaw Sports Turf shall not be bound by any liquidated damages or penalty clauses.
- **Any existing infill material to be re-used in new Shaw Sports Turf system is subject to inspection and verification to ensure quantity, quality and performance requirements are met.**

- Proposal amount is subject to the payment terms established upon credit review by Shaw Sports Turf Financial Services at project award or approval.
- Proposal and Contract Price(s) are subject to increase. Items that may affect increase(s) include but are not limited to: raw material costs, freight costs, manufacturing costs, labor cost, taxes, etc. Prices are subject to change after 30 days of the proposal date.
- Currently, the synthetic turf industry is experiencing supply chain disruptions across several raw material channels. Due to these extraordinary circumstances, your production date will be confirmed after all approvals and contracts are completed. We will place your project into the queue in the order it is received, and we will do everything to expedite the manufacturing process.

This proposal expires 30 (thirty) days after proposal dated indicated above. Please contact me with any questions regarding this proposal.

Best regards,

Lee Defreitas
Territory Manager
Shaw Sports Turf
Phone: 609.977.3961





866.703.4004

185 South Industrial Blvd. Calhoun, GA 30701

www.shawsportsturf.com

Manufacturer's Limited Product Warranty

Shaw Integrated and Turf Solutions, Inc. Shaw Sports Turf® endeavors to use the highest quality materials and the latest manufacturing techniques in the production of our Synthetic Turf products. Our products are manufactured within our product tolerances which permit Shaw Sports Turf® to offer a guarantee against defects in materials and workmanship with respect to Shaw Sports Turf® Synthetic Turf products for a period of eight (8) years from the date of Substantial Completion.

The term Synthetic Turf, as used herein, shall include only the synthetic turf fibers and backings supplied by Shaw Sports Turf®.

Synthetic Turf is a consumable product and is subject to normal wear and tear, which is not a manufacturing defect and is not covered by this warranty. In addition to the factors mentioned above, wear and tear depends on, without limitation, the construction of the Synthetic Turf, the intensity of use of the Synthetic Turf and climate. Shaw Sports Turf warrants that the Synthetic Turf Fiber will be considered to have maintained UV stability if the weight of the Fiber shall not have decreased by more than ten percent (10%) per year according to ASTM standards, nor exceed fifty percent (50%) during the warranty period as a result of normal and ordinary wear and tear with properly maintained infill levels as required. The Fiber shall be stable to excessive fading and will fade in a uniform manner with no significant color variation except as affected by changes resulting from pile distortion, normal matting, and high wear areas.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LIMITED WARRANTY, THIS LIMITED WARRANTY SHALL NOT COVER ANY DEFECTS, FAILURE IN OR DAMAGE TO THE SYNTHETIC TURF THAT IS:

- (a) due or attributable to intentional and unintentional abuse, misuse, negligence;
- (b) installed, repaired, altered or replaced by any person not authorized by Shaw Sports Turf.
- (c) damaged, directly or indirectly, including but not limited to, on account of, accident, vandalism, machinery, inappropriate footwear including track spiked shoes, metal spiked cleats, animals, misuse, fire, flood, war, chemical reactions, acts of God, static or dynamic loads exceeding Shaw Sports Turf® specifications, improper cleaning methods or improper maintenance and grooming;
- (d) exposed to light other than natural light or approved artificial light; or
- (e) damage caused by excessive heat sources, engine exhaust, field heaters or other secondary reflective light.
- (f) not maintained in accordance with Shaw Sports Turf® maintenance manual and recommendations, including the care and maintenance of the infill system and proper infill levels (if applicable). The purchaser shall keep a log of all maintenance performed on the Product and supply Shaw Sports Turf with a copy upon request.
- (g) caused by normal and ordinary wear & tear or concentrated high wear areas
- (h) attributable to the base and any and all resulting damage to the product arising therefrom due to, failure or improper design of the base, infiltration rates, depressions or settlement of the base, long term planarity and/or compaction of the base upon which the product is installed, improperly prepared subgrade or subgrade settlement.
- (i) caused by thermal expansion and contraction of the sub-base, pad, drain tile or changes in the water table.
- (j) results from use for any purpose other than those approved in writing by Shaw Sports Turf

THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No person or party is authorized to create any obligation or liability for Shaw Sports Turf® and only the limited warranty expressed herein shall apply.

Shaw Sports Turf's obligations under this limited warranty are restricted to the repair or, at Shaw Sports Turf's sole option, replacement of all, or the affected parts covered herein. Shaw Sports Turf's liability under this limited warranty is limited to the prorated replacement value (based on an 8 year period) of the item to be repaired or replaced. IN NO EVENT SHALL THE OBLIGATIONS OF SHAW SPORTS TURF® UNDER THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

The remedy of repair or replacement set forth herein shall be the sole and exclusive remedy of the Warranty Holder and Shaw Sports Turf® shall have no other obligations or liability in connection with any matter or thing, including without limitation, the condition or quality of the Synthetic Turf. WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT SHALL SHAW SPORTS TURF® BE LIABLE TO THE WARRANTY HOLDER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH THE USE OF THIS PRODUCT, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR DAMAGES RELATING TO PERSONAL INJURY, LOST TIME OR CONVENIENCE, LOSS OF USE OF THE PRODUCT, LOST PROFITS OR REVENUES, DOWNTIME COSTS, THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY, THE COSTS OF TELEPHONE, TRAVEL OR LODGING, OR ANY OTHER DAMAGES.

Shaw Sports Turf® endeavors to handle all warranty claims promptly and professionally. The obligations of Shaw Sports Turf® under this Limited Warranty are conditional on Shaw Sports Turf® having been paid in full with respect to this project, including all change orders at the time of claim.

Notification of Claims

You, the Warranty Holder, will contact your Shaw Distributor or Shaw Sports Turf representative for claim service. Claims under this warranty must be submitted in writing and a detailed description of the issue, along with photographs showing the concern. The Shaw Sports Turf representative will file a claim via shawsportsturf.claims@shawinc.com and submit the information you provided. A company representative will thoroughly evaluate your claim. If you have any questions contact Shaw Financial Services, P O Box 2128, Dalton, GA 30720 or by phone, 1-800-257-7429.

It is agreed that all claims by the Warranty Holder made under the foregoing limited warranty shall be invalid unless made in writing to Shaw Sports Turf® within eight (8) years from the date of Substantial Completion and within (30) days of learning of the defect giving rise to its claim.

This Limited Warranty is not transferable.

Issued to: _____
As Warranty Holder

Project Name: _____

Installation Location: _____

Date of Substantial Completion: _____

Expiry Date: _____

Signed: _____

