

CITY OF WESTMINSTER REGULARLY SCHEDULED MEETING

October 28, 2024 @ 5:00 PM

Westminster City Hall

100 E. Windsor Street, Westminster, SC

Call to Order

Certification of Quorum

Invocation & Pledge of Allegiance

Public Comments:

The floor is now open for public comments. Citizens of Westminster or others who have registered for time with the Clerk can now address Council for any matters on tonight's agenda or other matters you wish to bring before the Council. Speakers are allowed for up to 3 minutes and possibly longer if that Speaker is recognized in advance as representing a larger group with similar concerns. To preserve the decorum of this public meeting and to allow adequate time for discussion among the elected membership of City Council, this will be the only time we will receive unsolicited comments tonight from the public.

Comments from the Mayor and Council

Routine Business

None.

Old Business

None.

New Business

- 1. Consideration to authorize the City Administrator to execute a Construction Contract with Mammoth Sports Construction, LLC, in the amount of \$5,042,695 to construct recreation facilities as described in the construction contract.**

The Recreation Planning Committee met October 15, 2024, and October 22, 2024, to review the layout and budget proposal as attached. On October 22, 2024, the Recreation Planning Committee unanimously recommended the City Council award the contract to Mammoth Sports Construction, LLC in the amount of \$5,042,695.

Staff recommends approval.

Executive Session

None.

Adjourn

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This Agreement made as of the 22nd day of October 2024 between City of Westminster, South Carolina (“Owner”), with a principal place of business at 100 E. Windsor Street, Westminster, SC 29693 and Mammoth Sports Construction, LLC (“Contractor”), a Kansas limited liability company with a principal place of business at 601 E. Wyandotte Street Meriden, Kansas 66512, for the construction of a new natural grass baseball field and gravel parking lot to be known as the Westminster Sports Complex as further described herein (“the Project”).

Article 1. Date of Commencement and Substantial Completion

- 1.1. Contractor shall commence Work on a date that is reasonable and practical based upon the availability of Owner’s facilities and the delivery of materials necessary to complete such Work. It is anticipated that all Work under this Agreement will be completed as soon as reasonably possible following commencement of the Work, subject to any changes occurring under the terms and conditions of this Agreement.
- 1.2. If the Contractor is delayed at any time in the commencement or progress of the Contract Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension of time to complete the Work. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professionals or Others; (b) Changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the work; (c) delay authorized by Owner pending dispute resolution or suspension by Owner; (d) delay in receiving authority and/or approval from governmental agencies necessary for the Project, including permitting; (e) transportation delays not reasonably foreseeable; (f) unavoidable accidents or circumstances; (g) adverse weather conditions, and (h) force majeure events.

Article 2. General Provisions

- 2.1. The Parties hereby agree and stipulate that the transaction described in this Agreement is an Equalis Group Cooperative Project. Therefore, the following document is incorporated into this Agreement and made a part hereof as if more fully set forth herein; Mammoth Sports Construction & Equalis Group Publicly Procured Master Agreement Contract #COG-2138A. In the event of a conflict between this Agreement and that Master Agreement Contract, this Agreement will prevail.
- 2.2. This Agreement may be amended only by written instrument signed by both the Owner and Contractor. In the event of conflict in the terms and conditions contained in the



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Contract Documents, this Agreement shall take precedence over terms and conditions contained in any other contract documents for the Work.

- 2.3. The term “Contract Documents” means this Agreement, including the attached Exhibit A Scope of the Work & Clarifications, and any other documents incorporated into this Agreement by further written agreement of Owner and Contractor.
- 2.4. The term “Work” means all construction services required by, intended by, and included in the Agreement, whether completed or partially completed, and includes all other labor, materials, equipment, parts, supplies, skills, supervision, transportation, services, and other facilities and things necessary, proper, or incidental for the Contractor to carry out and complete its obligations under the terms of the Agreement. The Scope of Work for the Contractor is set forth in Section 6. For the purposes of this Agreement, Site Excavation shall mean the removal of all materials necessary for Base Construction to commence on the Project. For the purposes of this Agreement, Base Construction shall mean work necessary for earth excavation, placement of aggregate and/or drainage systems to prepare the worksite for installation of synthetic turf and/or natural turf.

Article 3. Owner

- 3.1. If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.
- 3.2. If the Contractor fails to correct Work which is not in accordance with the Agreement, the Owner may direct the Contractor, in writing, to stop the Work until the correction is made.
- 3.3. If the Contractor fails to carry out the Work in accordance with this Agreement and after a seven (7) business day period from receipt of written notice from Owner to commence and continue correction of such failure with diligence and promptness, the Owner may, without prejudice to the other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due to the Contractor.

Article 4. Contractor

- 4.1. Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be



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performed and correlated personal observations with requirements of the Contract Documents.

- 4.2. Before commencing activities, the Contractor shall:
 - (1) Take field measurements and verify field conditions;
 - (2) Compare such measurements and field conditions and other information known to the Contractor; and
 - (3) Promptly report errors, inconsistencies or omissions discovered to the Owner.
- 4.3. The Contractors shall provide and pay for labor, materials, equipment, tools, transportation and other facilities and services necessary for proper execution and completion of the Work.
- 4.4. The Contractor shall perform the Work in accordance with the Contract Documents in a good and workmanlike manner and in an expeditious and economical manner consistent with the interest of the Owner; shall exercise the best degree of care, skill, and diligence in the performance of the Work and in accordance with and consistent with industry standards for similar projects; shall utilize its best skill, effort, and judgment in diligently performing the Work. Workmanship shall be of a quality to produce satisfactory results. This shall include, but not be limited to meaning, that all materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform, and joining of materials shall be flush and level, unless otherwise directed by the Owner or the Contract Documents. The Contractor warrants and represents that it has adequate resources to carry out the Work in a timely manner and as contemplated by the Contract Documents. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.
- 4.5. The Contractor shall enforce strict discipline and good order among Contractor's employees, the employees of any approved subcontractor, and any other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 4.6. The Contractor warrants to the Owner that (1) materials and equipment will be of new and good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Agreement.



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- 4.7. The Contractor shall confine operations at the site to areas permitted by the Owner and ensure best efforts to protect property of the Owner adjacent to the Project.
- 4.8. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, surplus material, and shall promptly dispose of waste materials.
- 4.9. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities transportation, and other facilities and services necessary for proper execution and completion of the Work. The Contract Sum includes the cost for all of the above and foregoing, unless otherwise specified in the Contract Documents.
- 4.10. The Contract Sum within this Agreement is based upon the pricing of fuel (gasoline and/or diesel) and materials required for the Project, as of the date of Contractor's proposal to Owner for construction of the Project. In the event such fuel or material prices increase by fifty percent (50.0%) or more during the Project, the Contractor reserves the right to charge Owner additional fuel and/or material costs based on the tender price by Contractor's supplier, or alternatively Owner and Contractor may agree to deduct any such additional costs from Owner's construction contingency for the Project.
- 4.11. The Contractor will abide by all applicable policies, rules, and regulations of the Owner with respect to conduct, including smoking, access to the Project, parking of vehicles, tree preservation, and entry to any adjacent facilities that are owned by the Owner.
- 4.12. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project, including, without limitations, lavatories, toilets, entrance, and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules, regulations promulgated by the Owner in connection with the use and occupancy of the Project and the building, policies, and procedures, as amended from time to time.
- 4.13. The Contractor shall pay sales, consumer, use and similar taxes that are legally required. If the Project is exempt from certain local and/or state sales and use taxes, the Owner shall provide to Contractor a Sales Tax-Exempt Certificate. The Contractor shall take all appropriate action to obtain such exemptions or refunds of taxes paid and shall not charge the Owner for any such taxes. The Contractor shall pay all applicable sales and use taxes required to be paid in performing the Work, and such payments shall be



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included in the Costs of the Work. The Contractor shall furnish such data as may be necessary to enable the Owner to obtain any refunds of such taxes that may be available under the laws, ordinances, rules or regulations applicable to such taxes. The Contractor shall require each of its Subcontractors comply with the preceding tax requirements and to maintain such records and furnish Contractor with such data as may be necessary to obtain refunds to the taxes paid by such subcontractors. The Contractor shall comply with all laws applicable to the Work and in connections with this Agreement and shall comply with and give notice required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

- 4.14. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall schedule and perform the Work in a manner that does not compromise the safety to the students, customers, and visitors, and does not unreasonably disrupt or interfere with the continuing normal routine of the Owner.
- 4.15. Contractor shall be responsible and accountable for occupational health, safety and environmental matters related to the performance of the Work including but not limited to, (i) safety of Contractor's Personnel, Subcontractor's Personnel, invitees, and any other person and all property affected by the performance of the Work, and (ii) the provision of measures to prevent contamination of the environment whether air, ground, water, flora or fauna, as a result of the performance of the Work. Contractor shall monitor and make reasonable efforts to ensure that all hazardous chemicals, materials, wastes or goods utilized or created in the performance of the Work, are transported, stored used or disposed of in accordance with good industry and environmental practice and all applicable laws.
- 4.16. The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written



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agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

- 4.17. To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 4.16 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the intentional acts or gross negligence of the party seeking indemnity.
- 4.18. If, without gross negligence on the part of the Contractor, the Contractor is required to take action either before, during or after the Project, and/or held liable, by a governmental agency for the identification, testing, remediation, abatement, mitigation, removal or relocation of hazardous material(s) or substance(s) which exist upon or within Owner's property, or result from Contractor performing the Work as required by the Contract Documents, the Owner shall reimburse to the Contractor all cost and expense thereby incurred by the Contractor to complete such action, and any such cost and expense shall be paid in addition to the Contract Sum stated in Article 6.
- 4.19. To the fullest extent permitted by law, the Contractor assumes liability for, and agrees to defend, indemnify, protect, and hold harmless the Owner, its Successors, Assigns, Affiliates, Trustees, Officers, Contractors, Employees, and Agents (All of the prior parties individually and collectively, the "Owner's related parties"), from and against, all liabilities, obligations, fines, demands, judgments, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including court costs and reasonable attorneys' fees) of every kind or character (A) arising from any breach, violation or non-performance of any term, provision, covenant, agreement, or condition of this the Contract Documents; (B) recovered from or asserted against any of the Owner's related parties on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of or be caused, either approximately or remotely, wholly or in parts, by any act, omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees, contractors, or invitees or of any other person while on the Owner's property under or with the express or implied invitation or permission of the Contractor; (C) suffered by, recovered from or asserted



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against any of the Owner's related parties by the contractor's employees, agents, servants, contractors or invitees. Such indemnification of any of the Owner's related parties by the Contractor shall be effective unless such damage results from the negligence or misconduct of the Owner or any of its duly authorized agents or employees. This indemnification requirement survives expiration or earlier termination of this Agreement and the Contract Documents.

- 4.20. To the fullest extent permitted by law, the Contractor and Owner shall indemnify, defend, and protect each other and any related parties from any claims involving infringements or patents and/or copyrights. Nothing contained in this Agreement, or any Contract Document shall constitute a waiver of or operate to waive or abrogate any immunities to which the owner is entitled by law.

Article 5. Changes in the Work

- 5.1. The Owner may order changes in the Work consisting of additions, substitutions, deletions, or other revisions. The Contractor Sum and applicable time periods to complete the Work shall be adjusted accordingly in writing, as a result of any such Change Orders. Such orders shall be in writing and shall be binding on the Owner and the Contractor. The Contractor shall carry out such orders promptly.
- 5.2. Substitutions will be permitted in accordance with the following guidelines:
- a. Where a definite material is specified, it is not the intent to discriminate against any "approved equal" product of another manufacturer. It is the intent to set a definite standard.
 - b. Open competition is expected, but in all cases, complete data must be submitted for comparison and test when required by the Owner.
 - c. The materials, products and equipment establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
 - d. No substitution will be considered prior to receipt of a Change Order unless written requests for approval have been received by the Owner at least five (5) days prior to the date for receipt of a Change Order. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation.



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Information shall be submitted in a format that compares the proposed product in a direct comparison to the specified product. A statement setting forth changes in other materials, equipment or other portion of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval/disapproval of a proposed substitution shall be final.

- e. If the Owner approves a proposed substitution prior to receipt of a Change Order, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
 - f. No substitutions will be considered after the Agreement is fully executed unless specifically provided in the Contract Documents.
 - g. No substitution shall be made unless authorized in writing, by the Owner.
 - h. If a substitution is approved by Owner, all bidders shall base their proposal on the material or specialty specified in the request for proposal. Any proposal for substitution shall be submitted within 10 days after the award of the Contract or Change Order approving the substitution.
 - i. Should a substitution be accepted, and should the substitute material prove defective or otherwise unsatisfactory for the service intended within the guaranty period, the Contractor shall replace this material or equipment with that which was originally specified, without cost to the Owner.
- 5.3. If concealed or unknown physical conditions are encountered at the Project that differ materially from those presented by Owner or from those conditions ordinarily found to exist, the Contract Sum and time period to complete the Work shall be subject to equitable adjustment, as agreed upon in writing by Owner and Contractor.
- 5.4. Acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to, impact or delay damages, arising from the subject matter of the Change Order, or attorney's fees and costs arising from a dispute with a Subcontractor over the Change Order.



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Article 6. Contract Sum

6.1. The Contract Sum stated below is the total amount payable by the Owner to the Contractor for performance of the Work.

The Total Contract Sum will be based on the Base Price plus the Alternates that Owner selects below: (Owner should place a check mark next to each alternate being selected).

Scope: Site prep and construction of one new natural grass baseball field and gravel parking

a. Site preparation:

- a. Includes site clearing and grubbing per plan.
- b. Mass excavation and final grading of site.
- c. +/- 10 acres seeding.
- d. 980 Square feet of retaining walls per plan.
- e. 140 linear feet of 32" tall guard railing.
- f. Storm drainage and piping.

b. +/- 139,500 sf natural grass baseball fields:

- a. +/- 10,276 sf site concrete per plan.
- b. (6) ea. 3 row x 27' long aluminum bleachers per field.
- c. (68) ea. 5' x 10' portable fence.
- d. (2) ea. Scoreboards 16 x 5.
- e. (6) ea. Shade structures 27 x 20 x 9.
- f. (6) ea. Game Shade Dugouts 8 x 32.
- g. (6) ea. Aluminum Dugout Bench's 21' long.
- h. 300 linear feet of pole-to-pole back stop netting with integrated wall and pad.
- i. (1) Set permanent 30' tall foul poles.
- j. (2) Set of Velcro 20' tall foul poles.
- k. (3) ea. 10" portable pitching mounds
- l. (6) ea. 6" portable pitching mounds
- m. (6) ea. Sports lighting.
- n. Sod, Warning track mix, infield mix and outfield irrigation.
 - i. +/- 10,618 square yards of sod.
 - ii. 4" thick infield and warning track mix .
- o. 1,040 linear feet of 6' black vinyl chain link fence and gates.
- p. 570 linear feet of 8' black vinyl chain link fence .
- q. (1) ea. Double chain link gate
- r. (7) ea. single black vinyl chain link gates.
- s. 812 linear feet of windscreen.
- t. FFE allowance of \$129,000 is included.



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- c. Gravel Parking lot
 - a. Grade and compact +/- 31,965 square feet of base stone.
 - b. Bollards, signs and parking blocks per plan

BASE PRICE: \$5,042,695

ALTERNATES:

_____ Deduct: \$159,985 to use 20' tall chain link fence in lieu of pole to pole backstop netting.

Based on the selections above, Owner agrees to pay Contractor a Contract Sum in the total amount of \$ _____ . (Base Price plus Alternates Selected at Contract Execution)

- 6.2. In the event Alternates are not selected at the time of Contract execution, the Owner shall have twenty (20) calendar days from Contract execution to advise Contractor, in writing, of their selection of any Alternates to be added to the Contract Sum via change order.
- 6.3. The Contract Sum shall include all items and services identified in the Scope of Work, and any other items and services necessary for the proper execution and completion of the Work, subject to any Change Order of Owner or as further agreed by Owner and Contractor in writing.

Article 7. Payment

- 7.1. Based on the Contractor's Application for Payment, the Owner shall pay the Contractor as follows:
 - 20% of the Contract Sum amount due within ten (10) business days of complete execution of this Agreement.
 - Based on the Contractor's Application for Payment, the Owner shall pay the remaining Contract Sum to Contractor as follows:
Contractor shall periodically submit Applications for Payments for Work performed to Owner on the Project, but no more than one Application for Payment may be submitted within any thirty (30) day period. Owner shall have



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thirty (30) calendar days upon receipt of said Applications for Payment to make payment accordingly.

The Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the Contract Sum stated in this Agreement. The Application is subject to Owner's approval and shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

- 7.2. The Contractor warrants that a clean title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment of that specific Application for Payment. All Applications for Payment will include Lien Waivers, either partial or final based on the Application for Payment.
- 7.3. Payments received from the Owner shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interest. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interest, or encumbrance filed by the Contractor, subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.
- 7.4. The Contractor shall pay each subcontractor and/or supplier in an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
- 7.5. The Owner shall have no responsibility for payments to a subcontractor or supplier.
- 7.6. If any amounts due by Owner to Contractor remain unpaid after 30 days of Owner's receipt of Contractor's invoice or payment application, such unpaid amounts shall bear interest from the due date until paid at a rate equal to 1.5% per month or the maximum allowed by law.

Article 8. Insurance

The Contractor Shall provide and maintain the following insurance coverage for all Work performed under this Agreement.



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Commercial General Liability

- \$1,000,000 per event
- \$2,000,000 annual aggregate

Commercial Auto

- Combined Single Limit \$1,000,000

Workers Compensation

- Statutory Limits
- Employers Liability Limits of \$1,000,000

Umbrella Liability

- \$5,000,000 per event
- \$5,000,000 annual aggregate

Professional & Pollution Liability

- \$5,000,000 per event
- \$5,000,000 annual aggregate

- 8.1 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under this Agreement. The Contractor shall provide certificate of insurance showing their respective coverages prior to commencement of the Work with the Owner and Owner's related parties listed as additional insured.
- 8.2 Contractor is required to obtain Certificates of Insurance with same requirements from Subcontractors and provide to the Owner.
- 8.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Article 8 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required.



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Article 9. Substantial Completion

- 9.1. Substantial Completion is the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete so the Owner can occupy and/or utilize the Work for its intended use.
- 9.2. The Work as set out herein will not be considered Substantially Complete unless and until the performance of the Work is to the point where (1) all Project components included in the Scope of Work are installed properly and are operational; (2) as to such Work, all required governmental inspections and certification required for the Work and of Contractor have been made and posted; (3) as to such work, all the required finishes included in the Scope of Work, if any, are in place; (4) the Work can be used by the Owner for its intended purpose; (5) a final completion list has been prepared by Contractor and approved by Owner; and (6) applicable lien waivers and guarantees for Work completed to that date have been delivered to Owner.
- 9.3. When the Contractor deems that the Work or designated portion thereof is Substantially Complete, the Owner will inspect to determine whether the work is Substantially Complete. Upon approval by the Owner, the Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and the Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Any warranties, if applicable, shall commence on the date of Substantial Completion of the Work or designed portion thereof unless otherwise provided in the Certificate of Substantial Completion.

Article 10. Termination

- 10.1. Termination by the Contractor. Contractor may declare default and terminate the Agreement if Owner has not made payment of sums due on an approved Application for Payment, or otherwise breaches any provision of the Contract Documents, within seven (7) business days of Owner's receipt of a written demand from Contractor for such payment. In the event of default by Owner, the Contractor may terminate the Agreement and recover from the Owner payment for Work executed and for actual proven unrecoverable loss with respect to materials, equipment, tools, construction equipment and machinery purchased prior to the time the event of default by Owner. The results of



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termination under this Article 10 are in addition to any other rights and remedies available to the Contract whether provided in the Agreement or as a matter of equity or law.

10.2. Termination by the Owner. Subject to the Owner providing detailed and written notice of an alleged fault and providing Contractor fifteen (15) business days to reasonably cure any such alleged default, the Owner may terminate the Agreement if the Contractor:

- a) Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b) Fails to make payment to Subcontractors for materials or labor in accordance with the respective terms and conditions of the agreements between the Contractor and the subcontractors;
- c) Repeatedly disregards laws, ordinances, or rules, regulations or orders of the Owner or a public authority having jurisdiction;
- d) Repeatedly fails to diligently perform the work or repeatedly fails to correct a defect or non-conforming work; or otherwise breaches any provision of the Contract Documents.

10.2.1. Subject to Section 10.2, the Owner, may, without prejudice to any other rights or remedies of the Owner or Contractor, and after giving the Contractor's surety, if any, ten (10) business days advanced written notice to reasonably cure, terminate Contractor and may take possession of all materials, equipment, tools, appliances, and other items that have been purchased or provided by payments to the Contractor for the performance of the Work and may complete the Work. In the event of termination under this Article 10.2, Contractor shall not be entitled to receive any further payments under the Agreement. If the costs of finishing the Work exceed the unpaid balance of the Contract Sum, such excess shall be paid by the Contractor to the Owner. The results of termination under this Article 10 are in addition to any other rights and remedies available to the Owner whether provided in the Agreement or by law, including the right to stop Work under any applicable provision of the Agreement.

Article 11. Miscellaneous Provisions

11.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including those required by law in connection with performance of the Work. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The



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Contractor shall promptly remedy damage and loss to property caused in whole or part by the Contractor, or by anyone for whose acts the Contractor may be liable.

- 11.2. Upon written request of the Owner, information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.
- 11.3. The Contractor shall arrange for tests, inspections and approvals of portions of the Work required by the Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, with Contractor and Owner further agreeing herein how such costs should be paid.
- 11.4. If default should occur under this Agreement, then each party shall have such rights and remedies as may be available to it at law and/or in equity. The failure by any party hereto to exercise or elect, and any delay by such party in exercising or electing, any right or remedy hereunder shall not constitute a waiver of any such right or remedy. The exercise by any party hereto of any right or remedy hereunder shall not preclude the exercise of any other right or remedy, and the remedies and rights provided herein are cumulative and not exclusive of any rights or remedies provided at law or in equity.
- 11.5. To the extent allowed by law, in the event a dispute should arise from this Agreement, the prevailing party shall be entitled to attorneys' fees and all costs of enforcement and/or litigation against the non-prevailing party.
- 11.6. The Owner agrees the Contractor shall not be responsible for delay in performance of its work by reason of acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication, or electric current;



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general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Contractor (“Force Majeure Event”). In the event of Force Majeure, the Owner agrees that all dates by which performance of the Contractor’s obligations are scheduled to be met shall be extended, as reasonable and necessary to complete said obligations or as requested by the Contractor, and furthermore that the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of suspension, shutdown, work stoppage, delay, re-mobilization and/or start-up due to any Force Majeure Event. The Owner and Contractor, in the event of Force Majeure, execute a Change Order, as set forth in the Construction Agreement, to adjust the Contract Sum, Contract Time and any other cost or expense because of each Force Majeure Event.

- 11.7. Consent to Contractor’s Use of Project Information. The Contractor, its subsidiaries and/or affiliates, may develop and/or capture information, including but not limited to photographs, videos, and general data, as related to Project, or Contractor’s work on the Project, for use in Contractor’s business portfolio or as related to Contractor’s marketing and advertising (“Promotional Work”). The Owner acknowledges and understands that the Owner’s name, image, likeness, including but not limited to buildings, structures, fields, logos, signage, as related to the Project, may be captured in such Promotional Work. The Owner further consents and agrees that the Contractor may use the Owner’s name, image, likeness, including but not limited to buildings, structures, fields, logos, and signage, as captured in the Promotional Work in connection with the Contractor’s products and services, or the products and services provided by Contractor’s subsidiaries and affiliates. Such consent and agreement of Owner herein shall apply during the term of this Agreement and survive thereafter, without limitation, and allow the Contractor, its subsidiaries and/or affiliates, to continue to use the Promotional Work as developed and/or captured.

Article 12. Severability of Agreement

- 12.1 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Article, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.



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Article 13. Time of the Essence

13.1 Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Article 14. Survival

14.1 Except as otherwise expressly provided in this Agreement, representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement, shall survive the date of this Agreement.

Article 15. Ambiguities

15.1 Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

Article 16. Waiver

16.1 No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy.

Article 17. Headings

17.1 The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

Article 18. Counterpart & Electronic Signatures



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18.1 This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors and assigns and may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The parties hereto acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include digital versions of an original signature or electronically scanned and transmitted versions (e.g., via DocuSign) of an original signature.

Article 19. Representation on Authority of Parties/Signatories

19.1 Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Article 20. Assignment

20.1 Neither party shall voluntarily or by operation of law assign, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof (collectively, “Assignment”), without the other party’s prior written consent. Any attempt to make an Assignment in violation of this provision shall be a material default under this Agreement and any Assignment in violation of this provision shall be null and void.

Article 21. Choice of Law & Dispute Resolution

21.1. All matters arising out of or related to this Agreement shall be subject to, governed by, and construed according to the laws of the State of South Carolina, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the of State of South Carolina.

21.2. Except for a claim of injunctive relief, and subject to any applicable cure provision, before Owner or Contractor initiates any court proceeding or enforcement proceeding in connection with any alleged breach of this Agreement, the Parties shall first participate in a mediation. The mediation shall be attended in person by an officer of each Party with



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decision-making authority, counsel for any Party who wishes for his or its counsel to attend, and a mediator of the American Arbitration Association or other mediator mutually agreeable to the Parties. The mediation shall take place at a location agreeable to the Parties, or in the alternative, at a location designated by the mediator. The Parties shall, in equal shares, pay all costs and expenses of such mediation, and the Parties shall each pay separately its own counsel fees. The mediation shall take place as soon as practical, but no later than thirty (30) days after either Party notifies the other, in writing, that mediation under this provision is requested. The mediation shall be subject to applicable laws protecting the confidentiality of mediation. In the event the mediator declares an impasse, the Parties shall proceed in accordance with the provisions of Section 21.3.

21.3. Subject to first complying with Section 21.2, in the event of any controversy, dispute or claim arising out of or related to this Agreement, or the interpretation, breach, termination or validity hereof, including a claim for injunctive relief, a Party shall submit such controversy, dispute or claim to the Circuit Court of Oconee County, South Carolina. Each of the Parties to this Agreement hereby waives any objection based upon *forum non conveniens*, and any objection to venue of any action instituted by or through this Agreement in the aforementioned Court and consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

Article 22. Entire Agreement

22.1 This Agreement, the Contract Documents and all exhibits incorporated, contains the entire agreement of the parties, and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions hereby contemplated. There are no verbal understandings, agreements, representations, or warranties between the parties which are not expressly set forth herein. This Agreement may not be changed or terminated orally but may only be changed by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Owner:

City of Westminster, South Carolina

By: _____

Contractor:

Mammoth Sports Construction, LLC

By: _____



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Printed Name: _____

Printed Name: Jacob Farrant, CEO

Date: _____

Date: _____



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CITY OF WESTMINSTER, SOUTH CAROLINA

Exhibit A – Scope of the Work & Clarifications

The Scope of Work for the Project shall be as set forth hereafter:

Contract Pricing

- a. Site preparation:
 - a. Includes site clearing and grubbing per plan.
 - b. Mass excavation and final grading of site.
 - c. +/- 10 acres seeding.
 - d. 980 Square feet of retaining walls per plan.
 - e. 140 linear feet of 32" tall guard railing.
 - f. Storm drainage and piping.
- b. +/- 139,500 sf natural grass baseball fields:
 - a. +/- 10,276 sf site concrete per plan.
 - b. (6) ea. 3 row x 27' long aluminum bleachers per field.
 - c. (68) ea. 5' x 10' portable fence.
 - d. (2) ea. Scoreboards 16 x 5.
 - e. (6) ea. Shade structures 27 x 20 x 9.
 - f. (6) ea. Game Shade Dugouts 8 x 32.
 - g. (6) ea. Aluminum Dugout Bench's 21' long.
 - h. 300 linear feet of pole-to-pole back stop netting with integrated wall and pad.
 - i. (1) Set permanent 30' tall foul poles.
 - j. (2) Set of Velcro 20' tall foul poles.
 - k. (3) ea. 10" portable pitching mounds
 - l. (6) ea. 6" portable pitching mounds
 - m. (6) ea. Sports lighting.
 - n. Sod, Warning track mix, infield mix and outfield irrigation.
 - i. +/- 10,618 square yards of sod.
 - ii. 4" thick infield and warning track mix
 - o. 1,040 linear feet of 6' black vinyl chain link fence and gates.
 - p. 570 linear feet of 8' black vinyl chain link fence.
 - q. (1) ea. Double chain link gate
 - r. (7) ea. single black vinyl chain link gates.
 - s. 812 linear feet of windscreen.
 - t. FFE allowance of \$129,000 is included.



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- c. Gravel Parking lot
 - a. Grade and compact +/- 31,965 square feet of base stone.
 - b. Bollards, signs, and parking blocks per plan.
- d. Contract prices are based, and contingent, on execution of Contract within sixty (60) calendar days from October 15, 2024.

Any cost breakdowns and/or breakouts provided in this document, or separately, are intended to be utilized for accounting purposes only and not intended to provide “line-item guarantees”. Budgets included in this contract are not included as line-item allowances, these budgets are included for use by Mammoth Sports Construction to track the cost of the work items as required. Individual costs may overrun, underrun, or be used for other items not specifically outlined as a budget item as required to complete the work.

****Potential costs that may be incurred after/during design investigation:**

- 1. Site Investigation (Utilities relocation, upgrades, or modifications).
- 2. Governing Jurisdiction or Agency Review, Comments or Requirements (SWPP-storm water protection plan, erosion control, environmental testing, or remediation, permitting or other necessary approvals).
- 3. Owner Directed Changes after Contract Execution.

General Inclusions and Exclusions

- 1. Sales tax is included.
- 2. Builders Risk and General Liability insurance is included.
- 3. Supervision and mobilization are included.
- 4. Construction permitting is included.
- 5. Payment, Performance and/or Statutory bonds, and associated fees are excluded. If requested by Owner, such bonds may be procured with associated fees invoiced directly to Owner for payment.
- 6. Survey has been excluded & will be provided by the owner.
 - a. Additional cost may be incurred if the survey provides a different size of the field than included in the proposal.
- 7. Erosion control and maintenance thereof is included.
 - a. Any water/drainage studies, SWPPP plan, or additional drainage requirements over and above the listed and typical artificial turf field drainage system are excluded.
- 8. All necessary tools, equipment and personal protective equipment are included.
- 9. Final punch-out and clean-up of the completed project are included.
- 10. Standard 1-year workmanship warranty is included.



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11. The contractor reserves the right to include, pay overtime and acceleration costs within this contract as required to manage the schedule.
12. Unforeseen subsurface conditions, including burial remains and/or artifacts, and removal of underground structures, remains or artifacts are excluded.
13. Site Security is excluded.
14. Development fees are excluded.
15. Utility consumption costs for construction activities are excluded.
 - a. Utilities are to remain under the owner's name and paid by owner.
16. Construction testing and special inspection expenses not listed above are excluded.
17. Owner shall provide structurally capable ingress/egress for ALL personnel, equipment, and materials and staging within 50' of field: typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
18. Contractor requires a suitable staging area per field. A 25' x 25' hard or paved clean surface area located within 100' feet of the playing surface shall be provided for purposes of proper mixing of infill material. Staging area must have a minimum access of 15 feet wide by 15 feet high. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. Contractor shall not be liable for any damages to the staging area or existing surfaces unless such damages are caused by Contractor's intentional misconduct or negligence.
19. Any item or scope of work not specifically listed above or below is excluded.

General Sitework & Preparation

1. Construction of (1) construction entrance is included.
2. Site demolition is excluded unless otherwise noted or shown.
3. Stripping of topsoil and excavation to subgrade are included.
4. Haul-off of excess material is:
 - a. Excluded. All excavated material will be spread throughout the site.
5. If owner provided utility plans are not available, Mammoth will utilize "Dig Safe" or 811 and private locate utilities. Mammoth will coordinate with owner.
6. Utility infrastructure work or repair is excluded.
 - a. The supply of or adjustment to manholes, clean-outs, and grates and supply of the manhole covers is excluded.
7. Any site improvements not specifically addressed or reflected in plans are excluded.
8. Rock Excavation is excluded.
9. Dewatering associated with excavation is excluded.



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Natural Turf Field

Natural Turf: Supply and installation of approximately **10,618** square yards of sod is included with Infield and warning track mix.

1. Site preparation:
 - a. Includes site clearing and grubbing per plan.
 - b. Mass excavation and final grading of site.
 - c. +/- 10 acres of seeding per plan.
 - d. 980 Square feet of concrete retaining walls per plan
 - e. 140 Linear feet of 42" tall guard railing
 - f. Storm drainage and piping per plan.
2. Concrete:
 - a. +/- 10,276 sf of 4" thick site concrete per plan
3. Athletic Equipment: Supply and install for the following are included.
 - a. (1) set - 30' foul poles
 - b. (2) set - 20' foul poles Velcro
 - c. (6) ea. - Game shade Dugouts: 8'WX32'L Dugouts
 - d. (3) ea. - 10" Portable pitching mound
 - e. (6) ea. - 6" tall portable pitching mound
 - f. (3) ea. - Pitching rubber:
 - g. (3) ea. - Bases:
 - h. (3) ea. - Home plate:
 - i. (6) ea. 3 row x 27' long aluminum bleachers per field
 - j. (68) ea. 5' x 10' portable fence
 - k. (2) ea. Scoreboards 16 x 5
 - l. (3) ea. Shade structures 27 x 20 x 9
 - m. (6) ea. Dugout bench's 21' long
 - n. 300 linear feet of pole-to-pole back stop netting with integrated wall and pad.
 - o. All athletic equipment not listed above is excluded.
4. Turf Field:
 - a. Provide & place 4" thick warning track and infield mix.
 - b. Grade and Compact warning track & infield mix
 - c. Provide and install +/- 10,618 square yards of sod
 - d. Provide & install Irrigation for outfield
5. Fencing: is included
 - a. 1,040 linear feet of 6' tall chain link fence and gates
 - b. 570 linear feet of 8' tall black vinyl chain link fence
 - c. 812 linear feet of windscreen



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6. Sports Lighting is included.
 - a. (3) 70-foot-tall steel poles
 - b. (4) 80-foot steel poles
 - c. (1) 4 Fixture Crossarms
 - d. (2) 6 Fixture Crossarms
 - e. (3) 12 Fixture Crossarms
 - f. (65) LES with visor
 - g. (1) Wireless Control Hub
 - h. (65) Prewired poles and crossarms



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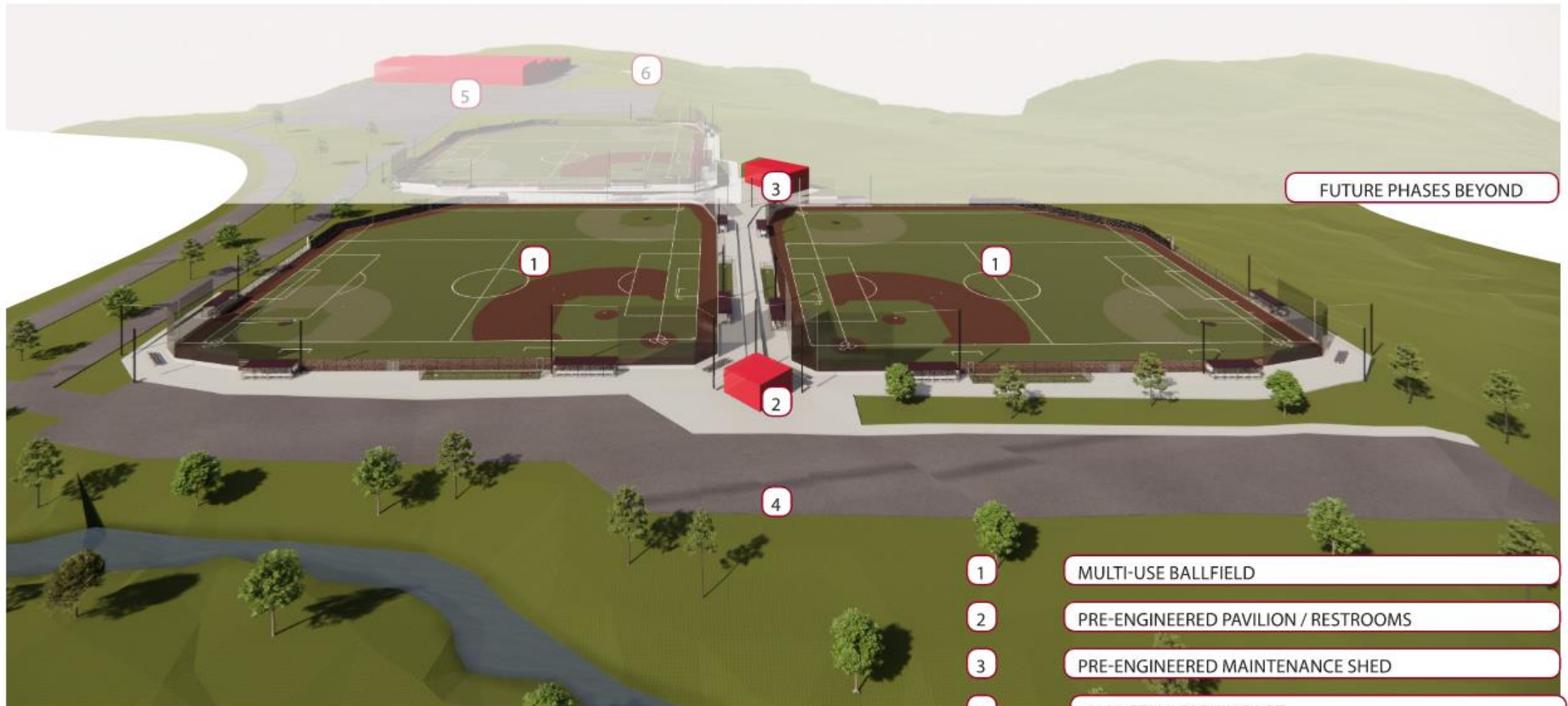
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Westminster Sports Complex

PHASE 01 – COMMITTEE REVIEW

01 – Overall Site Review



- 1 MULTI-USE BALLFIELD
- 2 PRE-ENGINEERED PAVILION / RESTROOMS
- 3 PRE-ENGINEERED MAINTENANCE SHED
- 4 ~120 STALL PARKING LOT
- 5 FUTURE INDOOR SPORT FACILITY (PHASE 02)
- 6 OUTDOOR REC | PICKLEBALL / VOLLEYBALL

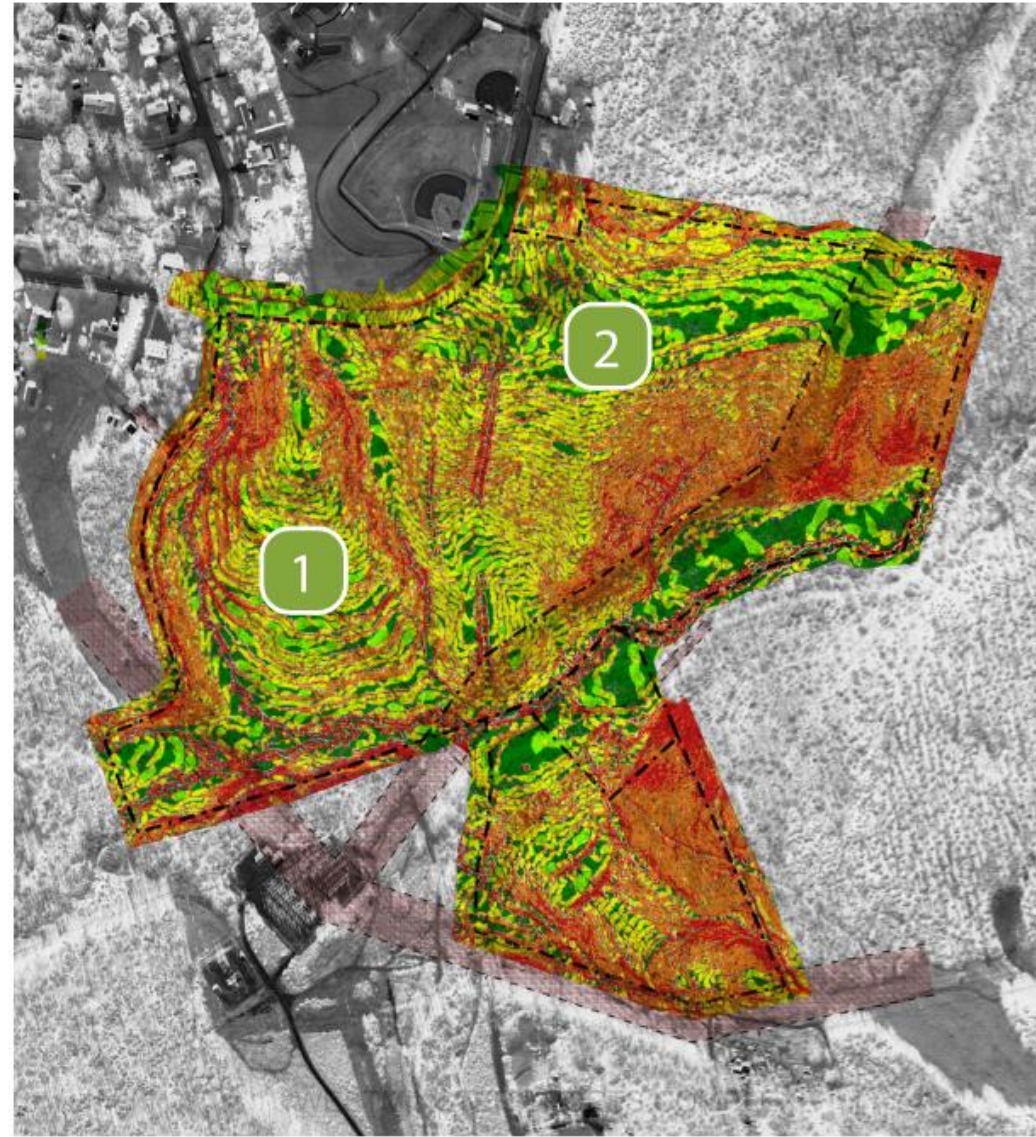


SITE ANALYSIS



EASEMENTS

WESTMINSTER SPORTS COMPLEX



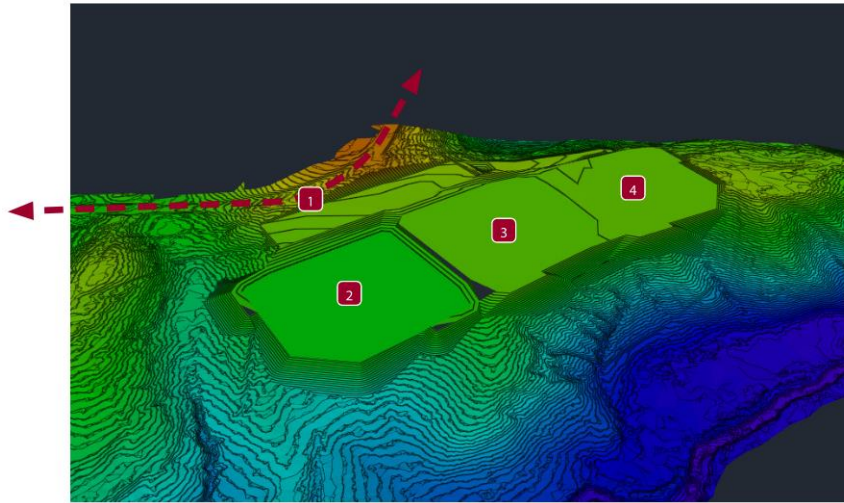
GRADE



OPTION 02

INITIAL GRADING LAYOUT - PHASE 01

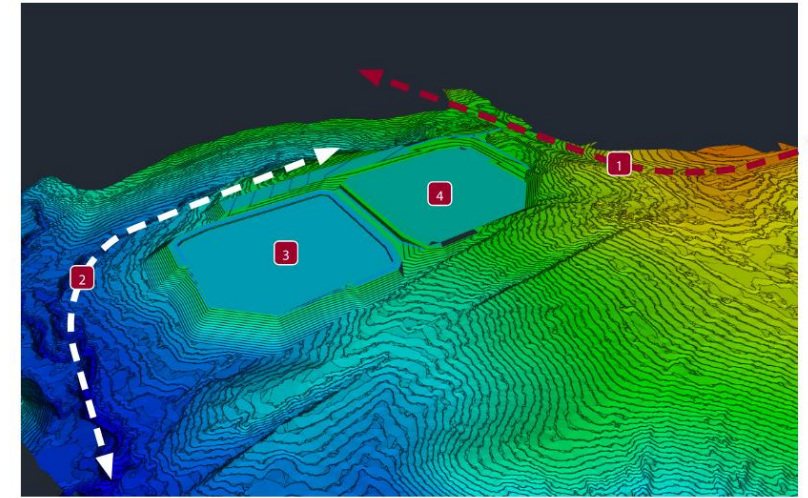
- 1 HALL ROAD
- 2 LOWER FIELD
- 3 UPPER FIELD
- 4 PHASE 03



OPTION 01

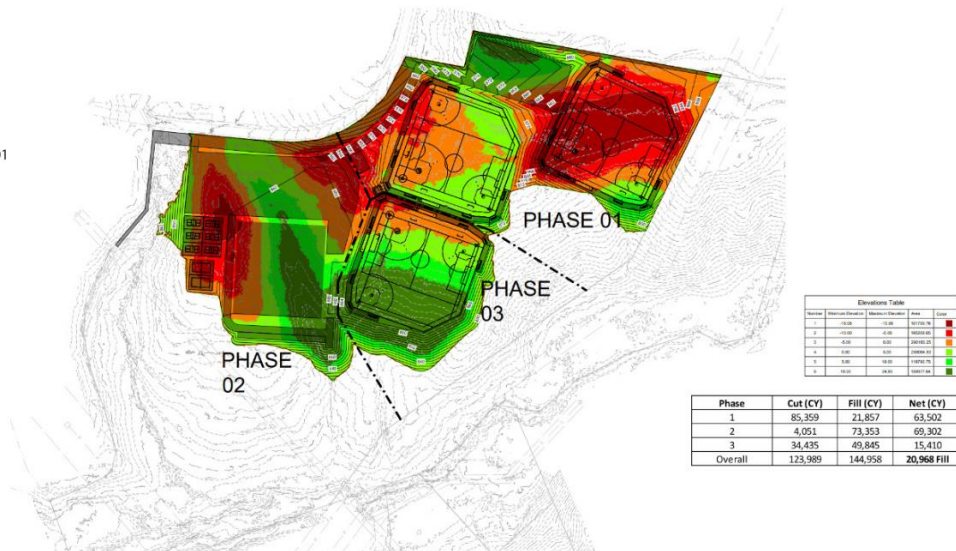
INITIAL GRADING LAYOUT - PHASE 01

- 1 HALL ROAD
- 2 EXISTING STREAM TO BUFFER
- 3 LOWER FIELD
- 4 UPPER FIELD



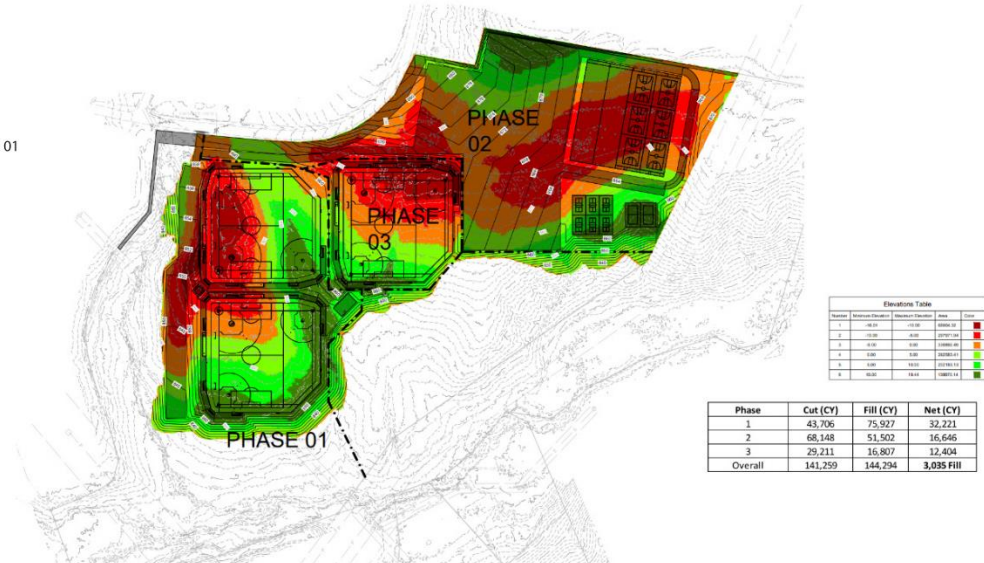
OPTION 02

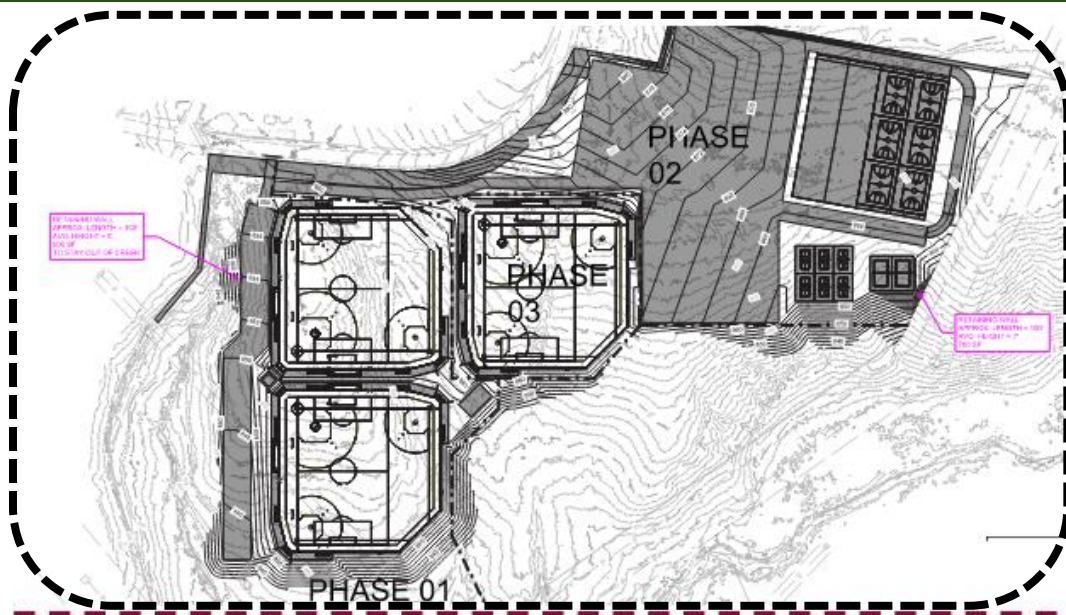
INITIAL GRADING LAYOUT - PHASE 01



OPTION 01

INITIAL GRADING LAYOUT - PHASE 01





OPTION 01 - WEST FIELDS			
PHASE	CUT (CY)	FILL (CY)	NET (CY)
1	43,706	75,927	32,221 (IMPORT)
2	68,148	51,502	16,646 (EXPORT)
OVERALL	111,854	127,429	15,575 (IMPORT)

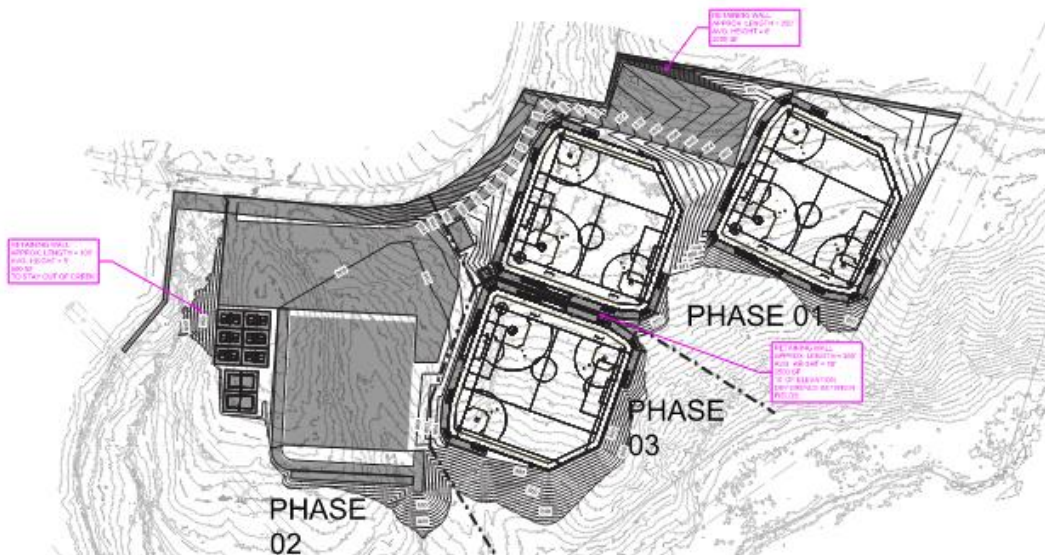
TOTAL: 119,633 (+11.2%)

POSITIVES

- Cut occurs before fill; can be reused effectively in phase 02
- Some cut can be reused on site

NEGATIVES

- More total dirt to be moved; higher labor cost
- Phase 02 less efficient; requires some excavation of phase 2 upfront for fill



POSITIVES

- Cut occurs before fill; can be reused effectively in phase 02
- Efficiency of layout gained in phase 02; spare soil from phase 01 stored on site

NEGATIVES

- Higher potential to hit rock with more cut
- Cut cost dependent on geotech and rocks on site

OPTION 02 - EAST FIELDS			
PHASE	CUT (CY)	FILL (CY)	NET (CY)
1	85,359	21,857	63,502 (EXPORT)
2	4,051	73,353	69,302 (IMPORT)
OVERALL	89,410	98,210	5,800 (IMPORT)

TOTAL: 107,216

02 – Programming Review



Facility Program



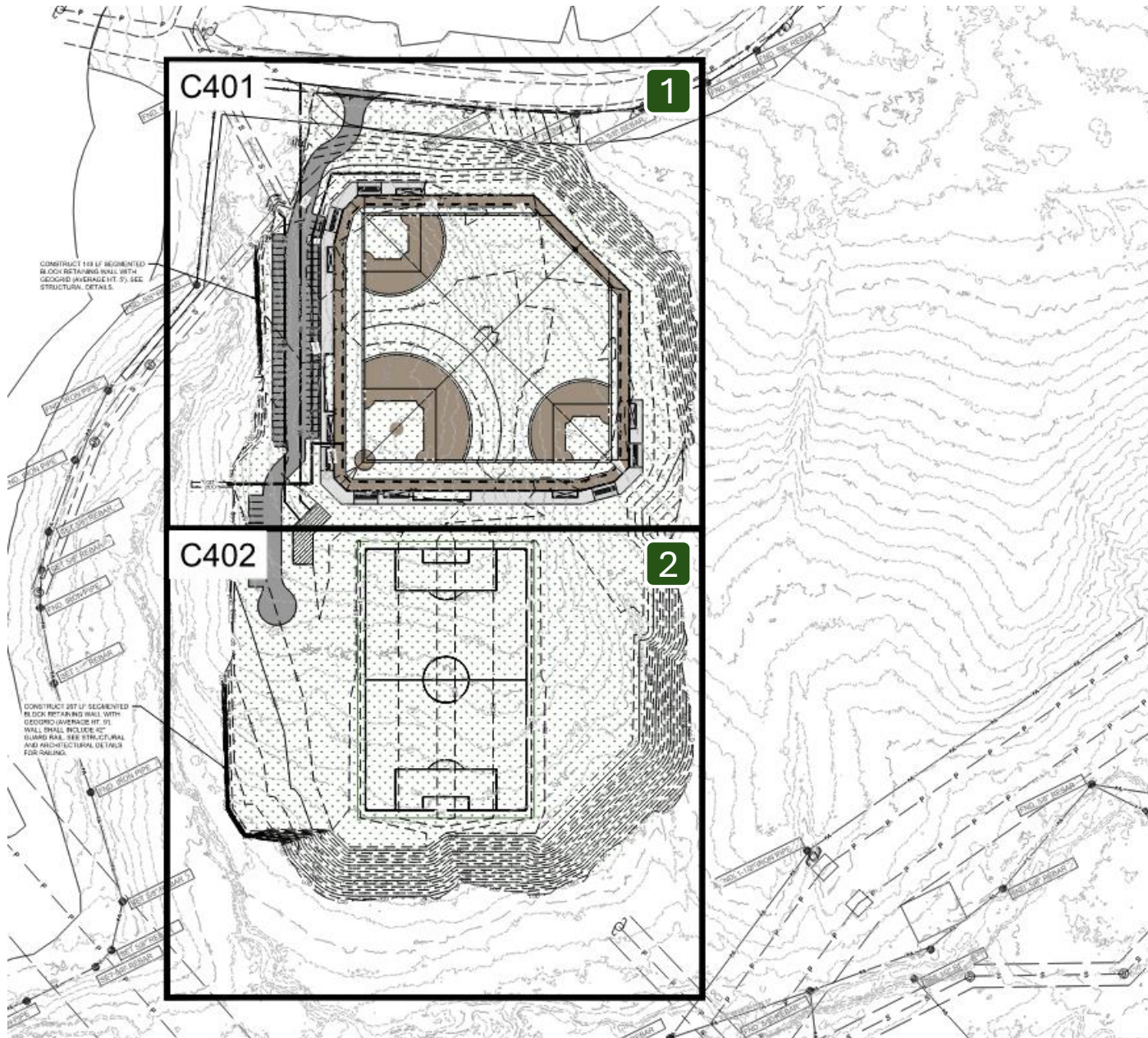
Outdoor Athletic Facilities

Space	Outdoor Programming Product/Service	Count	Dimensions L (') W (')		Approx. SF each	Total SF	% of Footprint
390' BB/SB Fields	Regulation Turf Field (with dugouts, warm-up, viewing area)	2	390' Fence		142,296	284,592	99.3%
	Youth Baseball/Softball Fields	4	225' Fence		Over 390' Fields		0.0%
	<i>Total 390' Baseball/Softball Fields Sq. Ft.</i>						284,592
Support Buildings	Secondary Support Buildings	1	35	35	1,225	1,225	0.4%
	Press Box (2nd Level of Secondary Support Building)	0	35	35	1,225	0	0.0%
	<i>Total Support Buildings Sq. Ft.</i>						1,225
Maint.	Maintenance Buildings	1	30	30	900	900	0.3%
	<i>Total Maintenance Sq. Ft.</i>						900
Total Estimated Outdoor Athletic Facilities SF						286,717	100%
Total Outdoor Athletic Facility Acreage						6.58	

Future

Site Development

		Quantity	Dimensions L (') W (')		Approx. SF each	Total SF	% of Total
Parking Spaces Total	Parking Spaces Total (10'x18') (20' x 20' Inc. aisles)	130	20	20	400	52,000	38.0%
	Setbacks, Green Space, Trails, etc.		25% Indoor SF, 25% Outdoor			84,679	62.0%
Total Estimated Site Development SF						136,679	100%
Total Site Development Acreage						3.14	
Total Complex Acreage						9.72	

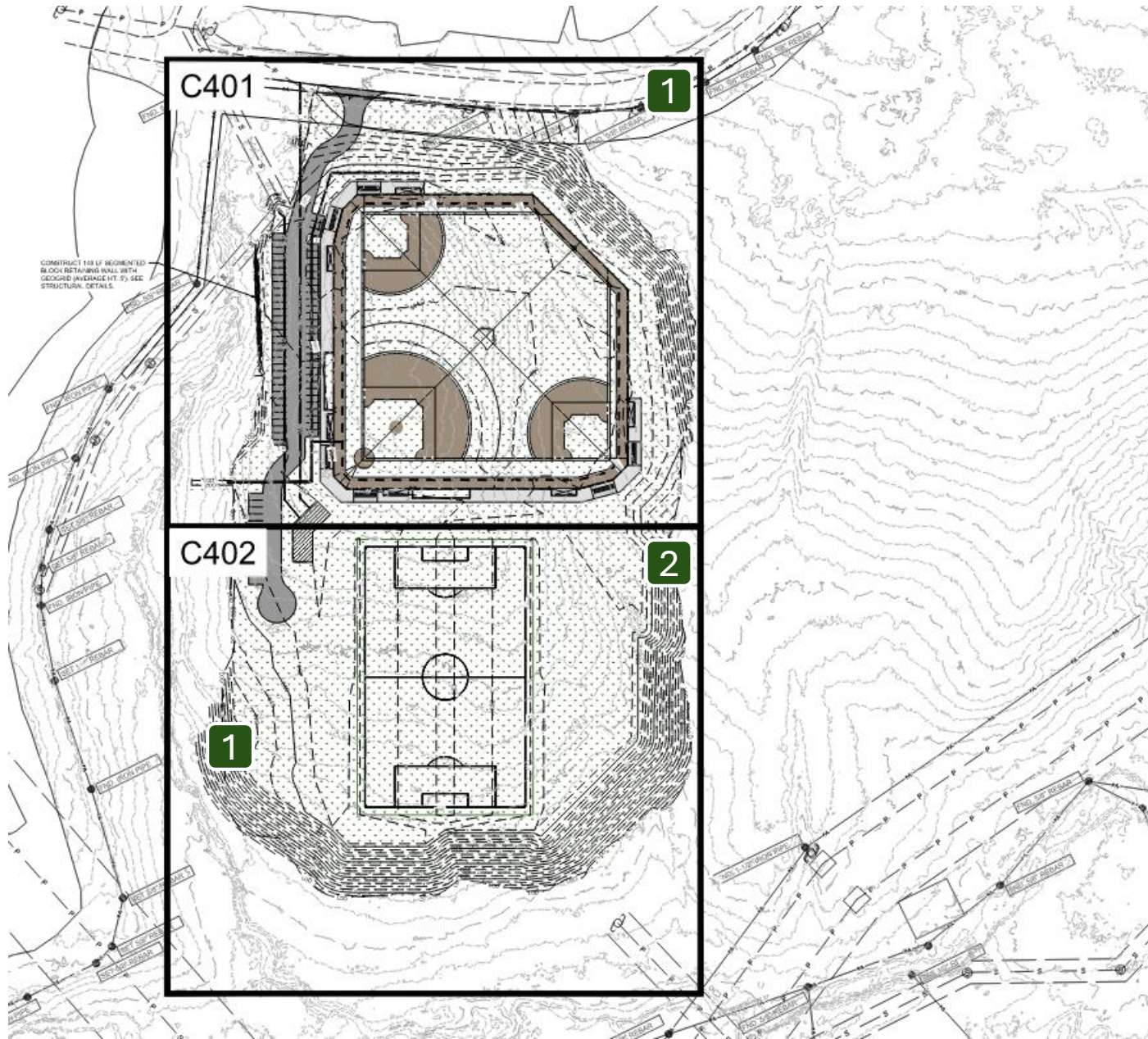


1 NATURAL GRASS BALLFIELD

- (2) LITTLE LEAGUE FIELDS
- (1) FULL SIZE FIELD (OUTFIELDERS RUNNING THROUGH DIRT NOT IDEAL)
- GRAVEL PARKING LOT
- CUT GRADE
- RECOMMEND FUTURE ARTIFICIAL TURF FOR FULL MULTIUSE CAPABILITY

2 GRASS PRACTICE PITCH

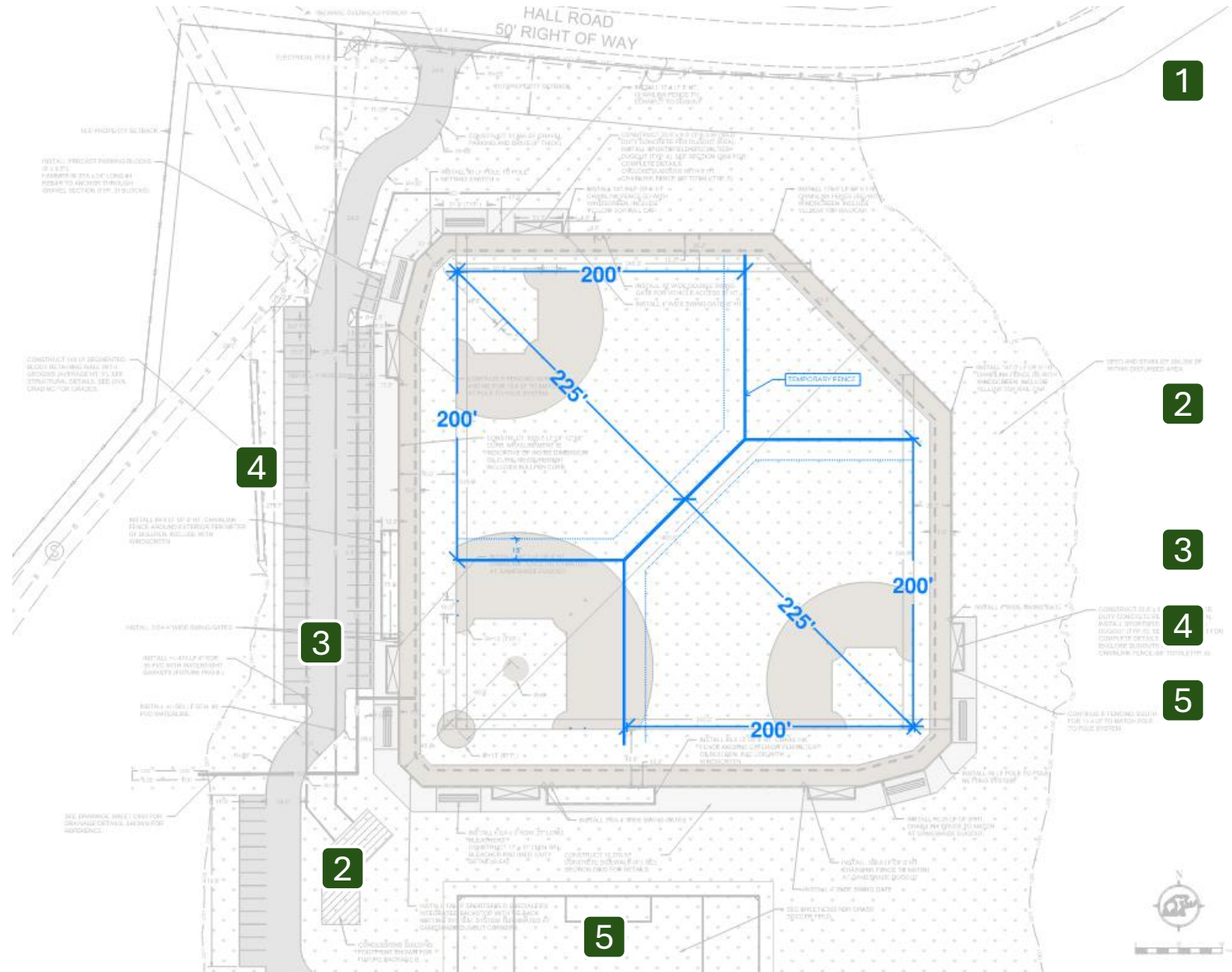
- FILL GRADE
- PROVIDE OPPORTUNITY FOR SOCCER PRACTICE / OPEN FIELD RECREATION
- FUTURE BALLFIELDS (OR TURF MULTIUSE FIELD)
- FUTURE EXPANSION OF PARKING



SUMMARY OF QUANTITIES (FILL FACTOR=1.00)	
CUT	66,541
FILL	63,390
NET	3,151 CUT

- 1** REMOVED RETAINING WALL
- PARKING LOT REDUCED
 - RETAINING WALL REMOVED SINCE PARKING NO LONGER REQUIRED





1

NATURAL GRASS BALLFIELD

- (2) LITTLE LEAGUE FIELDS
- (1) FULL SIZE FIELD (OUTFIELDERS RUNNING THROUGH DIRT NOT IDEAL)
- GRAVEL PARKING LOT
- CUT GRADE
- RECOMMEND FUTURE ARTIFICIAL TURF FOR FULL MULTIUSE CAPABILITY

2

FUTURE CONCESSION / PAVILION

- GRADED FOR FUTURE CONCESSION BUILDING

3

GRAVEL PARKING LOT

4

RETAINING WALL

5

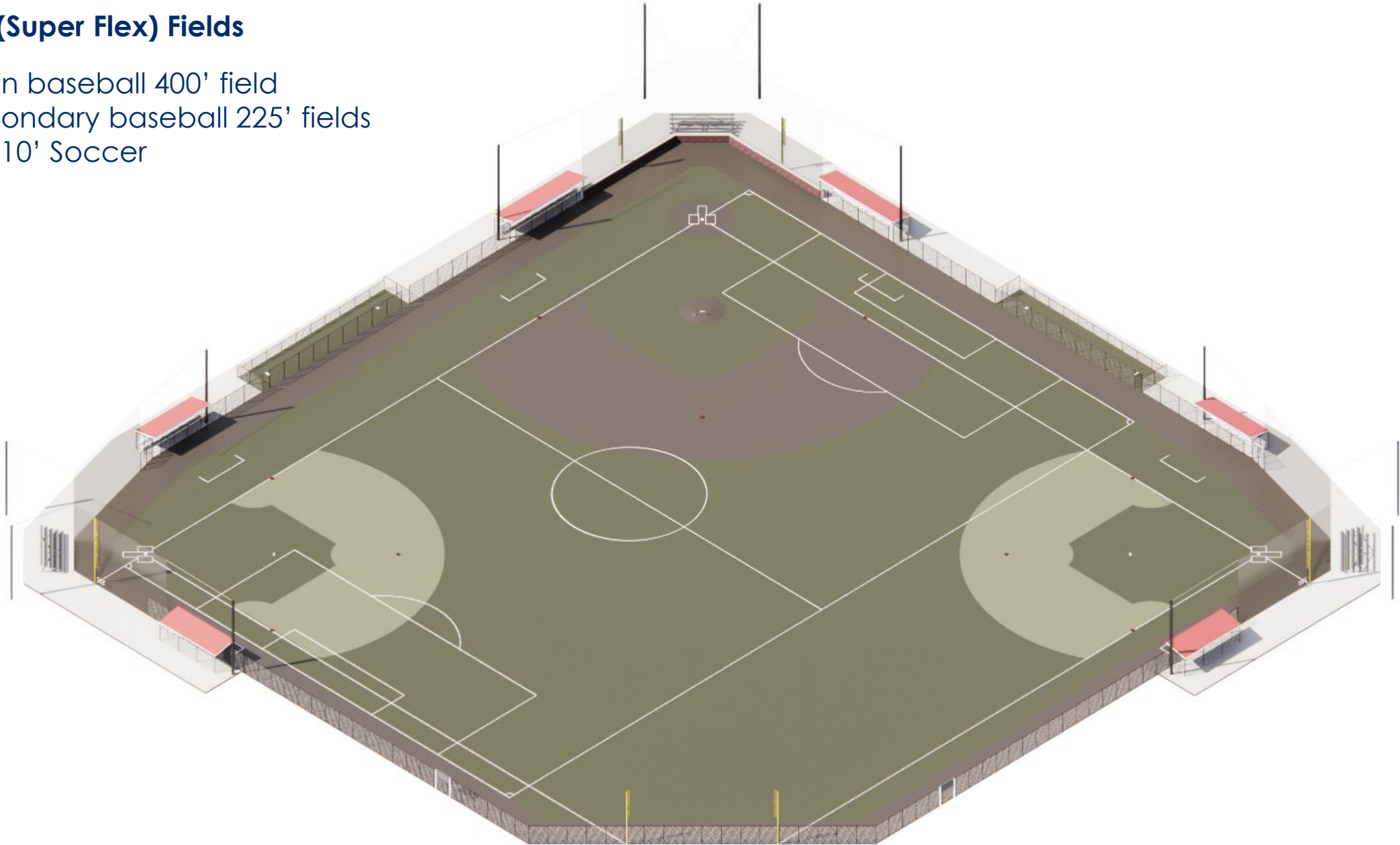
PRACTICE PITCH / WARMUP AREA

03 - Field Equipment Review



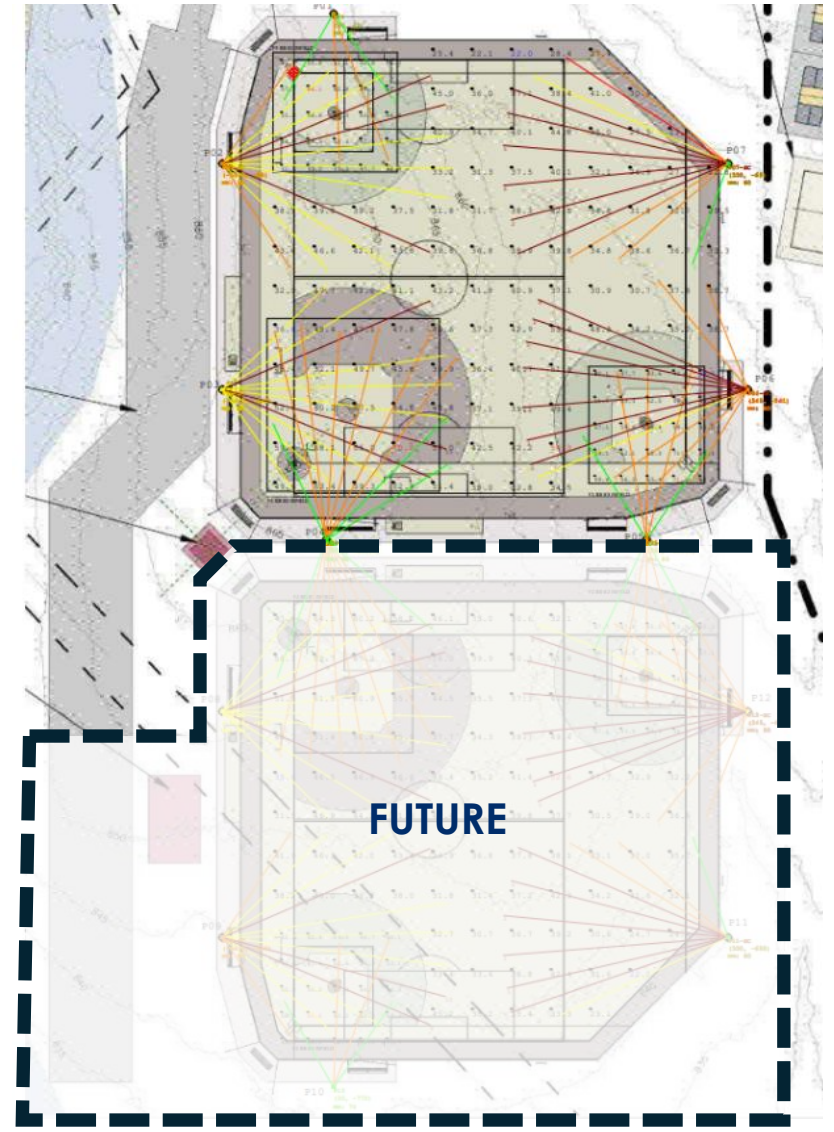
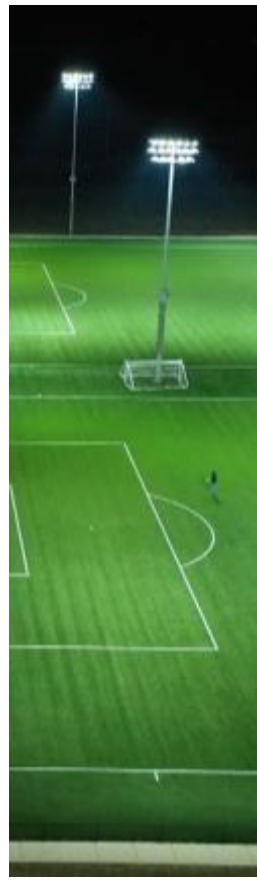
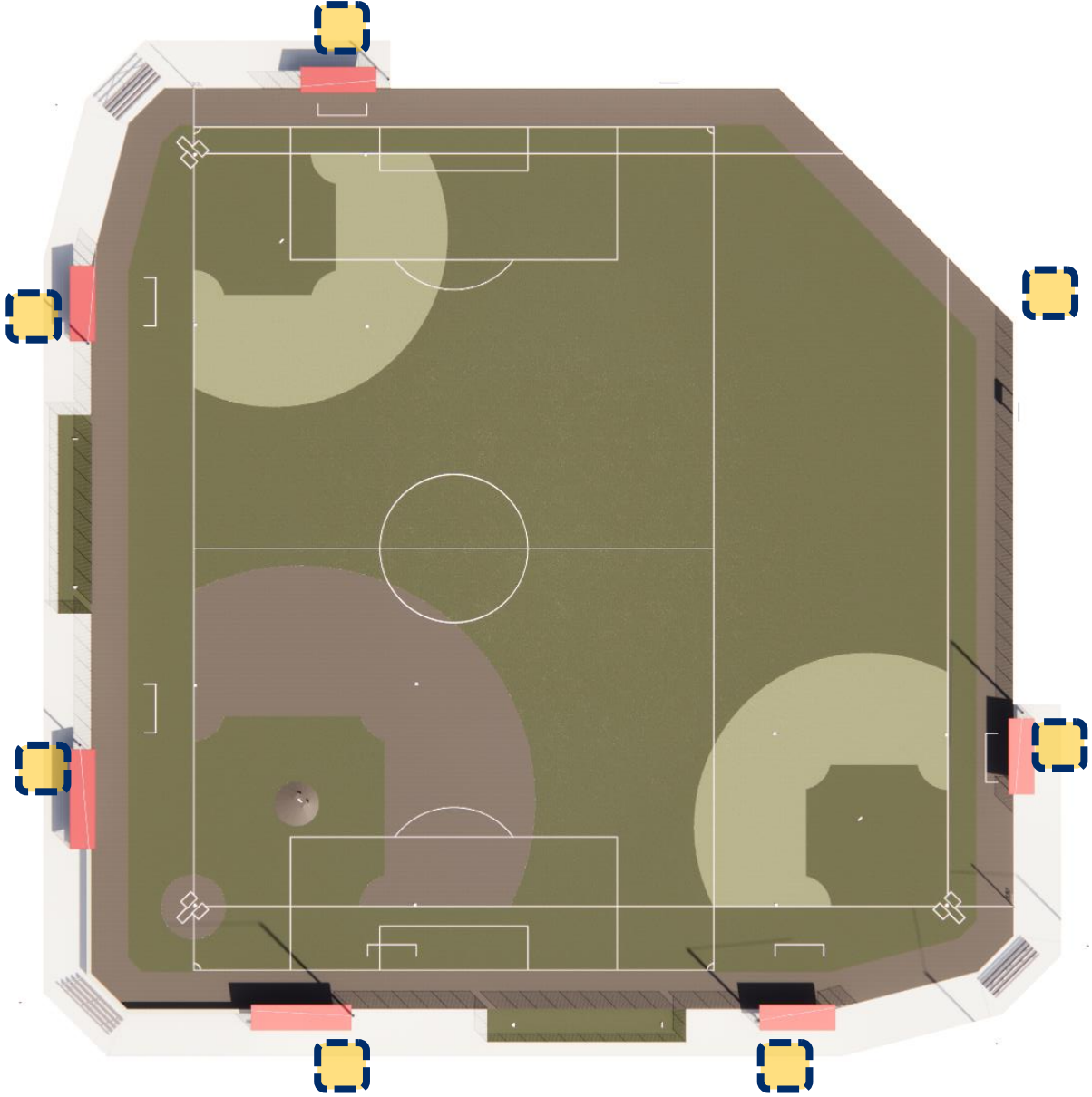
Multi Use (Super Flex) Fields

- (1) Main baseball 400' field
- (2) Secondary baseball 225' fields
- 340'x 210' Soccer



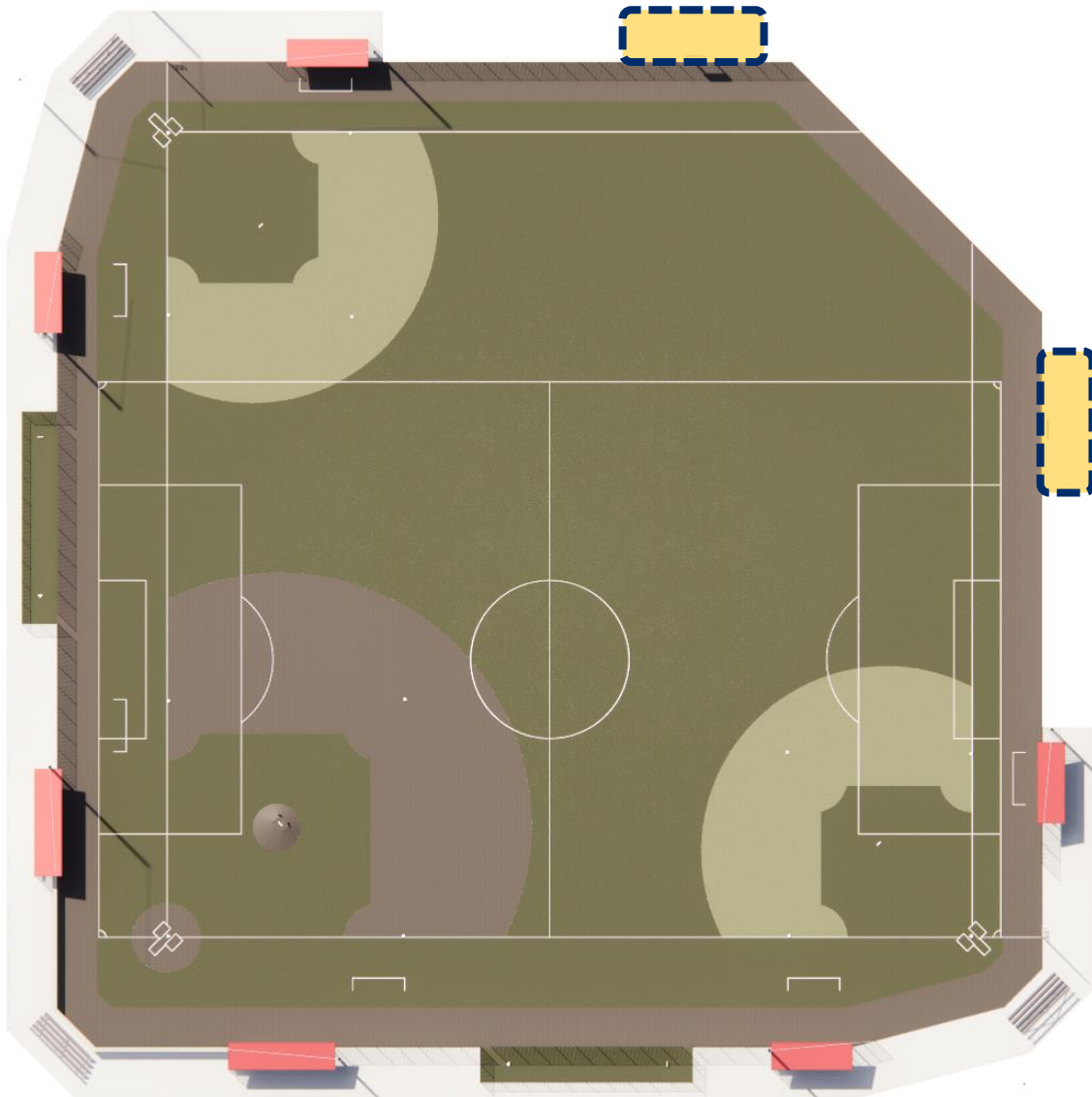


Sports Lighting

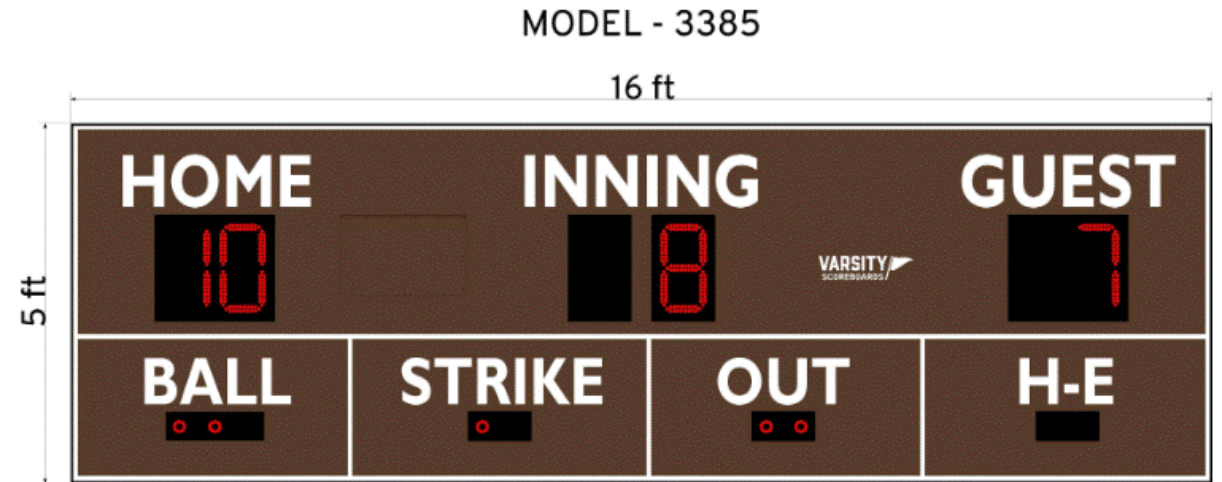




Multi Use (Super Flex)



Scoreboard (2 per field)



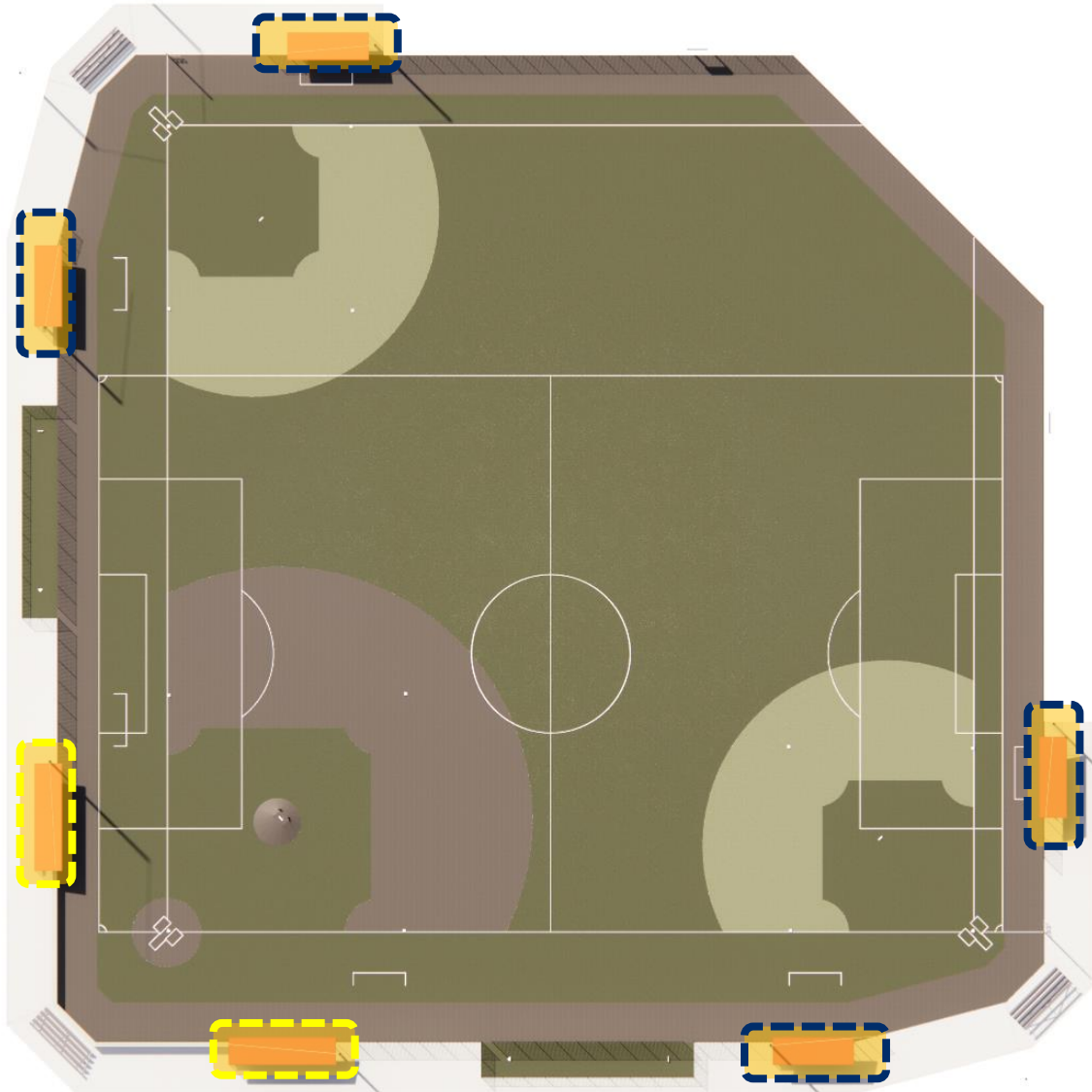
Standard Colors:



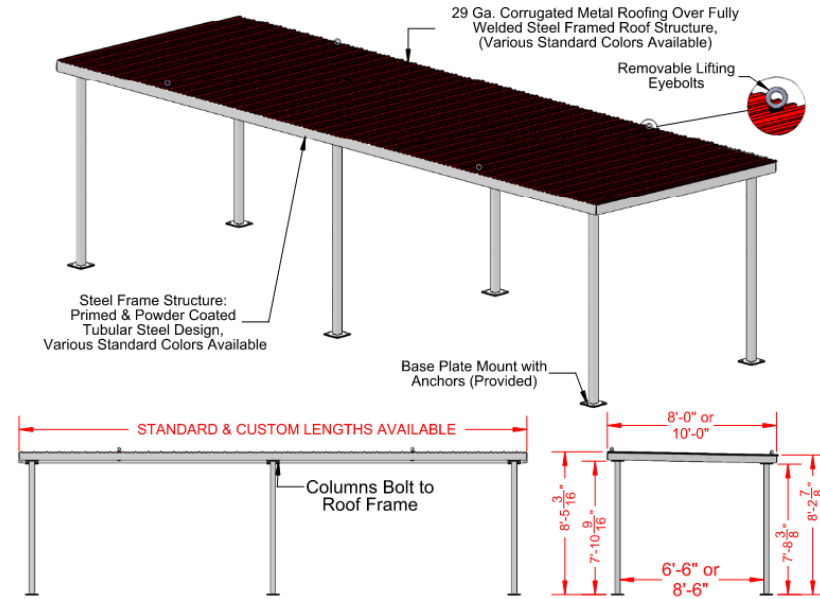
Baseball/Softball Scoreboard



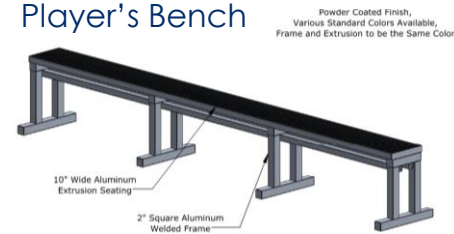
Multi Use (Super Flex)



Dugouts (6 per field) - Gameshade



Player's Bench

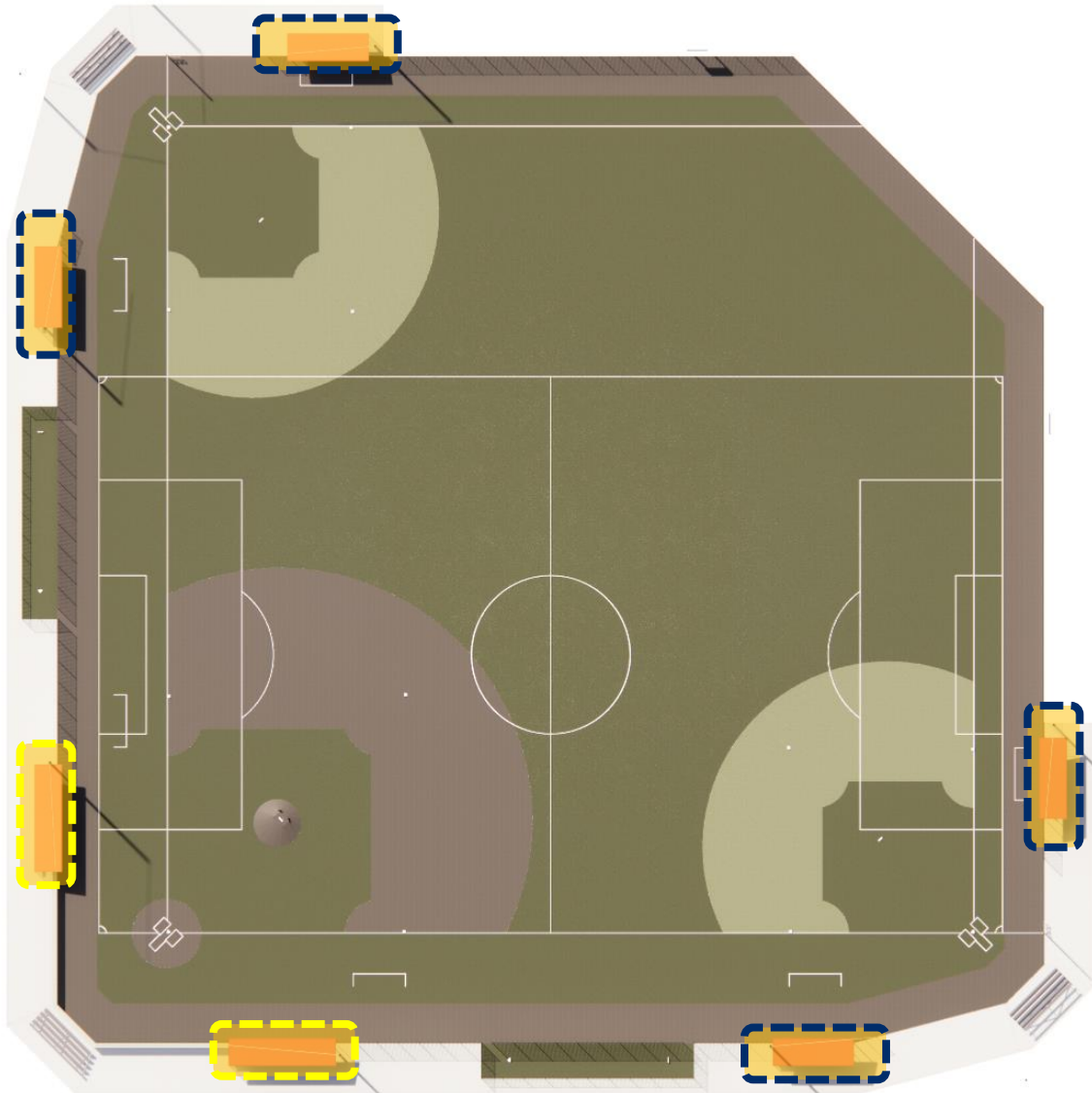


- (2) 40' dugouts with 30' bench – Main Field
- (4) 32' dugouts with 20' bench – Secondary Fields
- 6' fencing in front

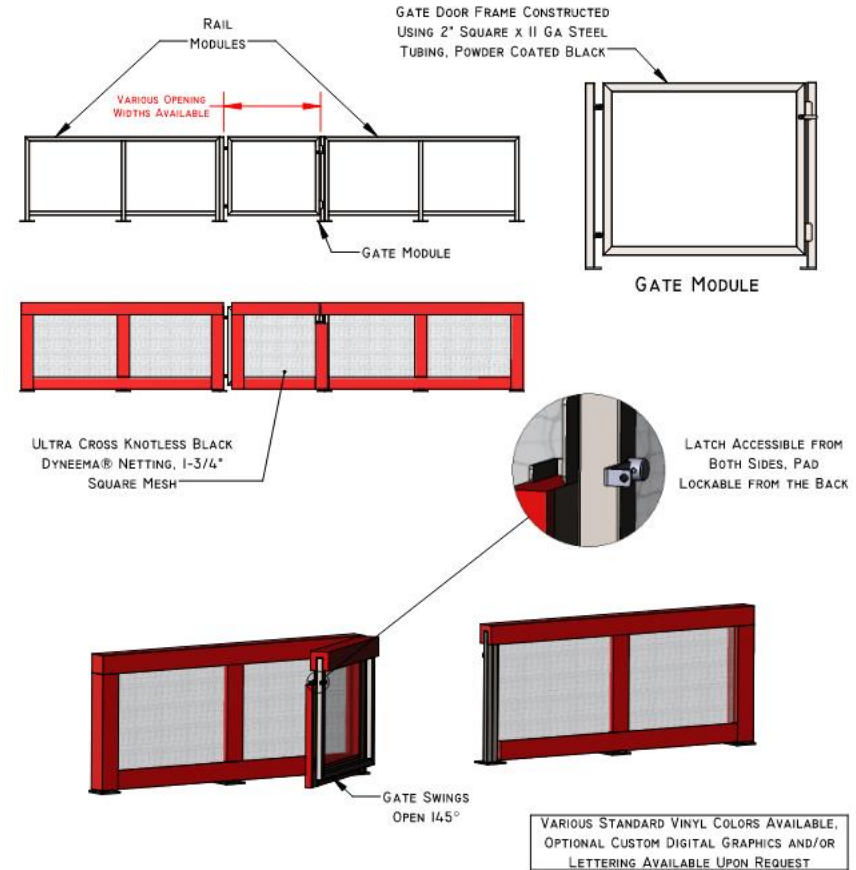
Power – Double gang box on home plate side
 Water – Allow for cooler cage
 Bat/Helmet/Storage Rack



Multi Use (Super Flex)



Guard Rail (6 per field)



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SWING GATE FOR 3'H - 4'H GUARD RAIL SYSTEMS



Multi Use (Super Flex)



Bleachers (3 per field)

BLDP-321AL
21' PREFERRED ALUMINUM BLEACHER

FEATURES:

- * 21' SEAT PLANKS ARE 10" WIDE NON-SKID ALUMINUM
- * PLANKS ARE SUPPORTED BY A STRONG, ALUMINUM UNDERSTRUCTURE
- * ADDITION OF DOUBLE FOOT PLANKS

OPTIONS:

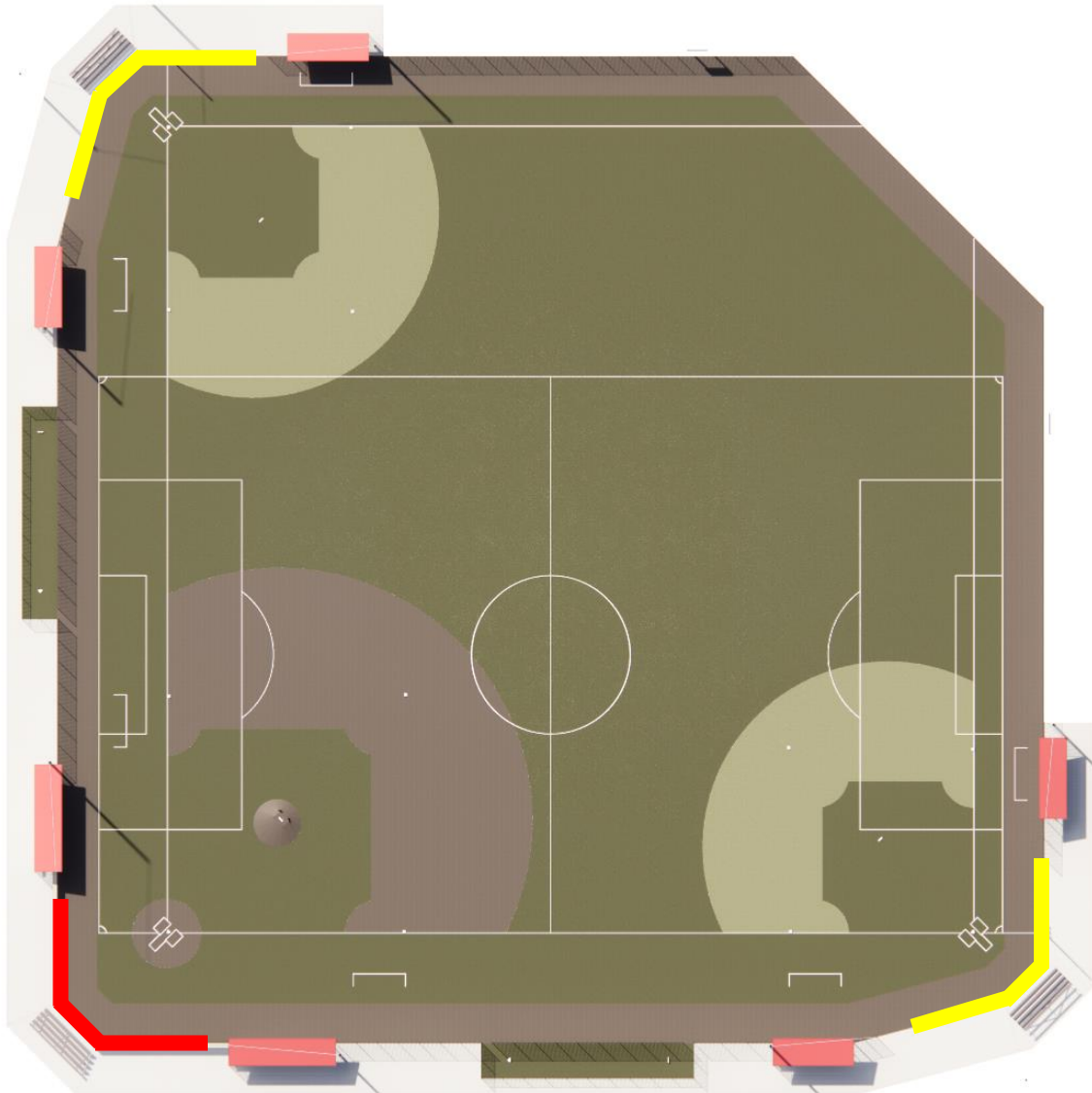
- * CUSTOM POWDER COATED COLORS

REV	DESCRIPTION	DATE	BY	DRAWING NAME / PART NUMBER
1	REWORK RELEASE	03	MT	BLDP-321AL
BLDP-321AL 21' PREFERRED ALUMINUM BLEACHER				DRAWN BY: Mounie T. 7/7/2010 CHECKED BY: WVB 7/7/2010 SHEET: 1 OF 1

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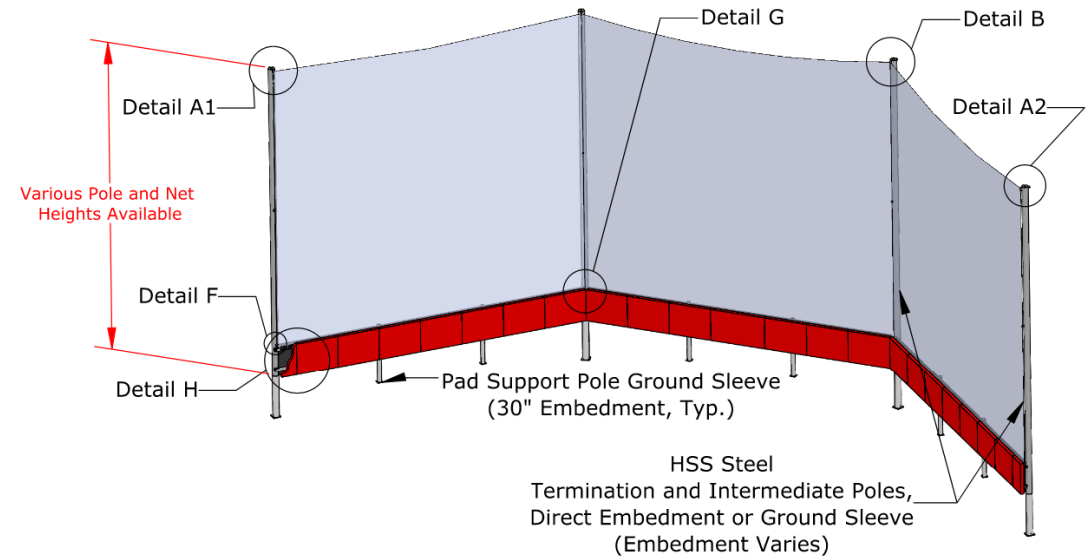


Multi Use (Super Flex)



Pole to Pole Tension Backstop netting System with Integrated Wall Pad (3 per field)

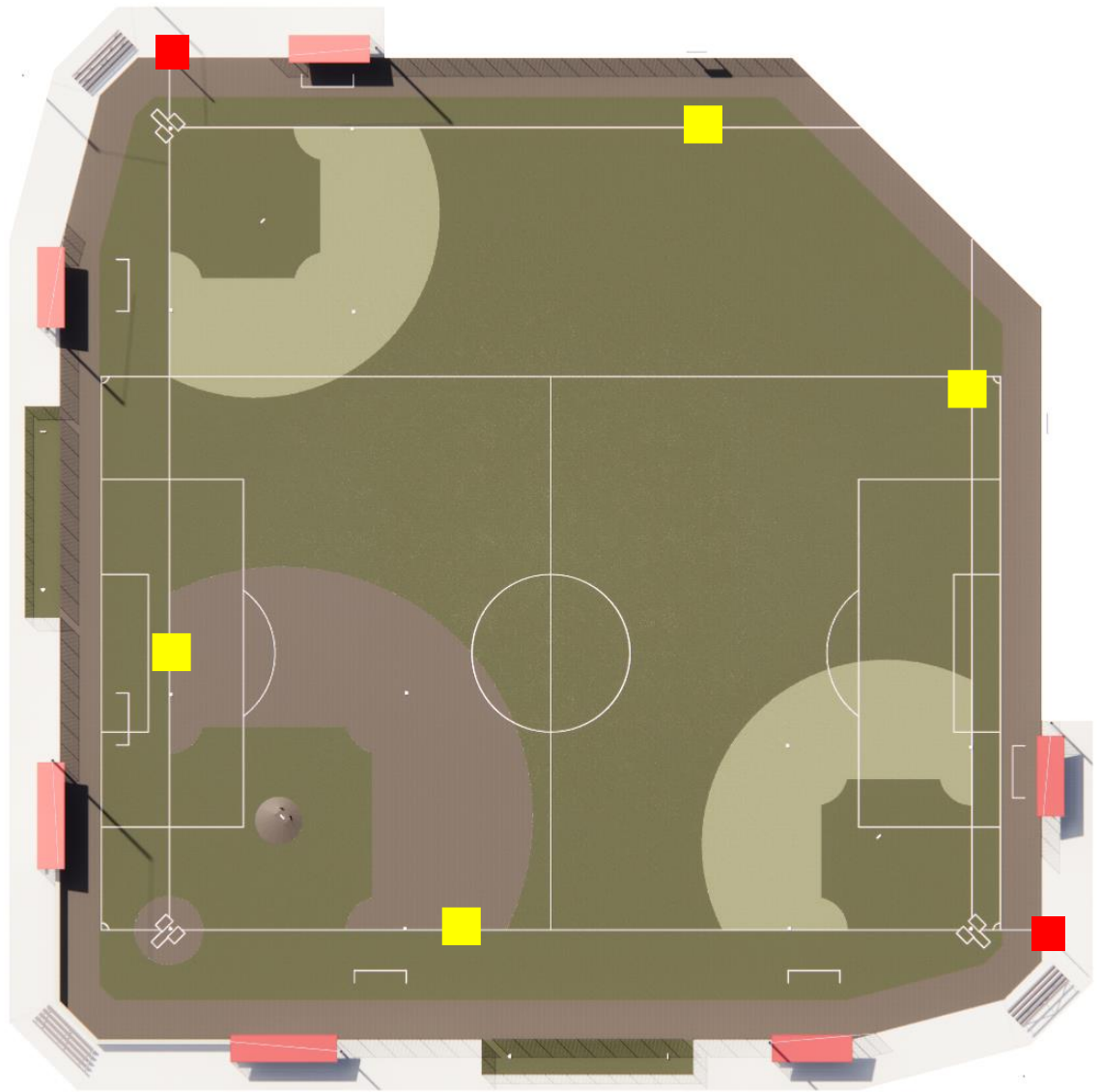
Standard Black Powder Coated Finish



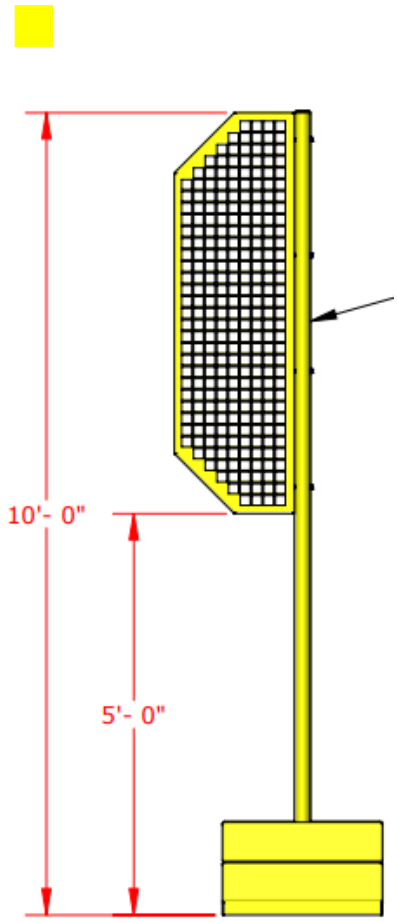
- (1) Main Field – 120'L x 40'H
- (2) Secondary Fields – 120'L x 30'H



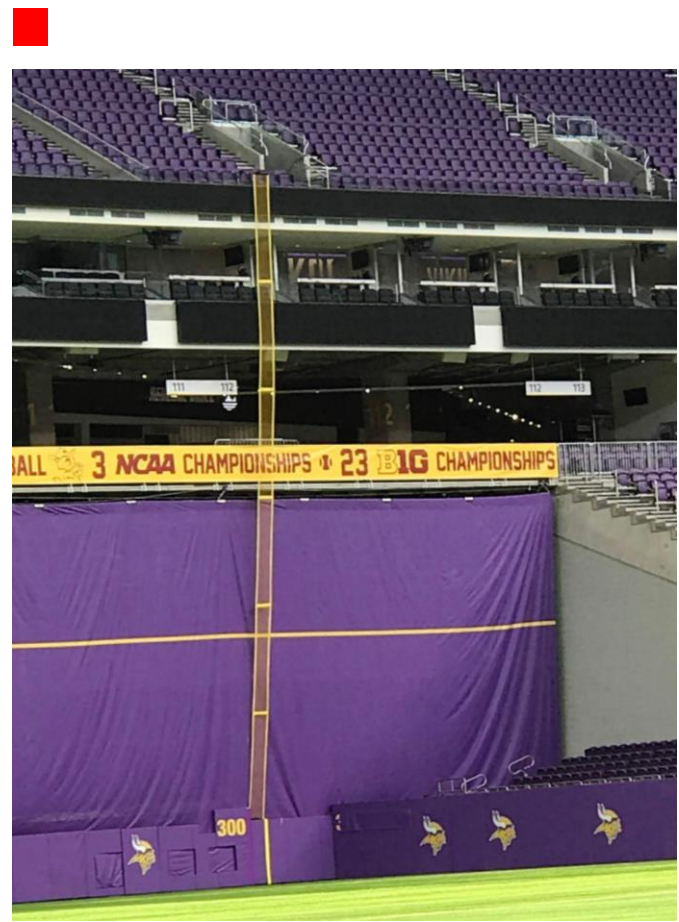
Multi Use (Super Flex)



Foul Poles



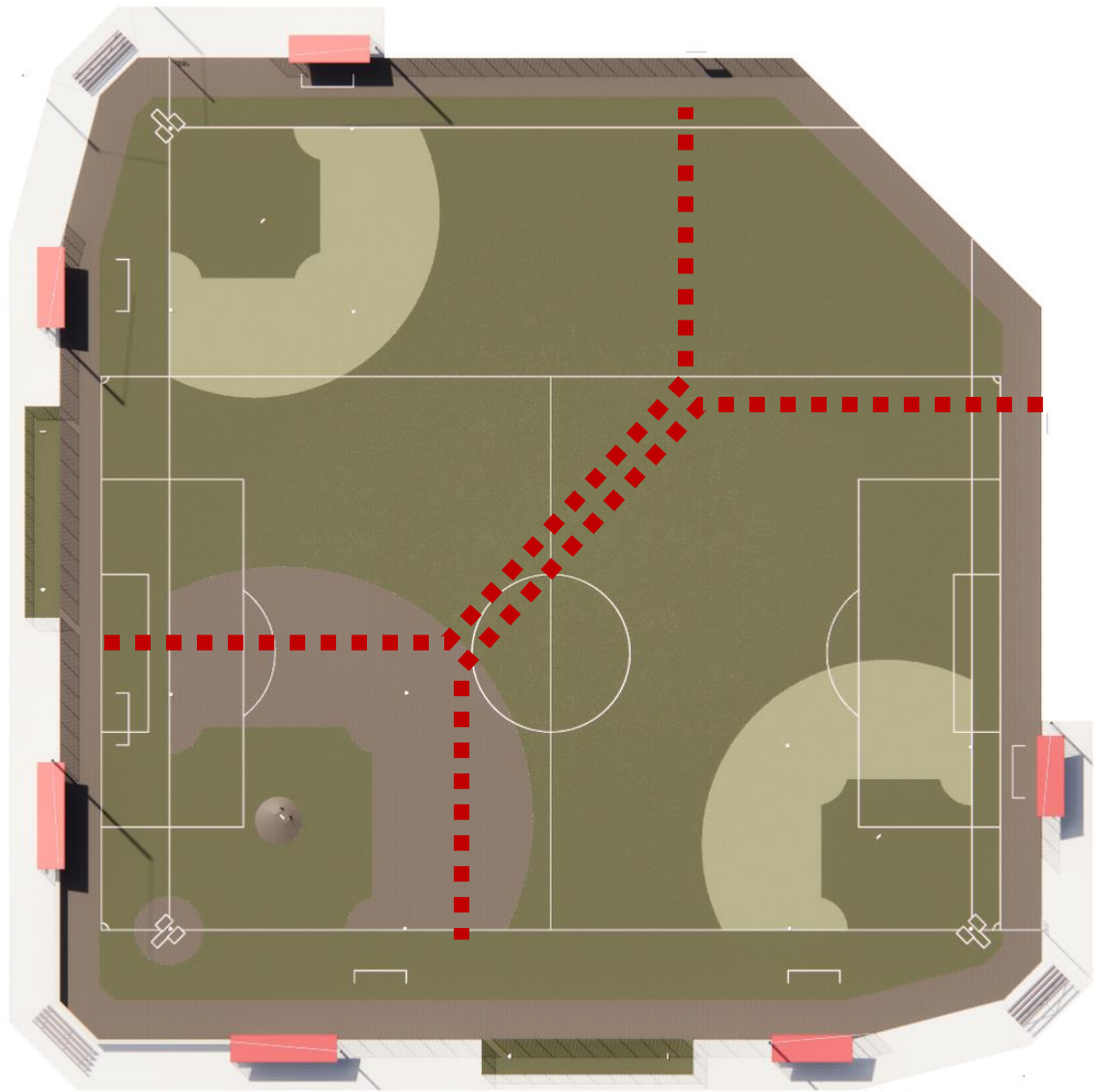
10' Portable foul poles for secondary (by owner/operator)



Vinyl foul pole integrated into backstop netting



Multi Use (Super Flex)



4' Temporary Fence (mesh)



4' Temporary Fence (chainlink)

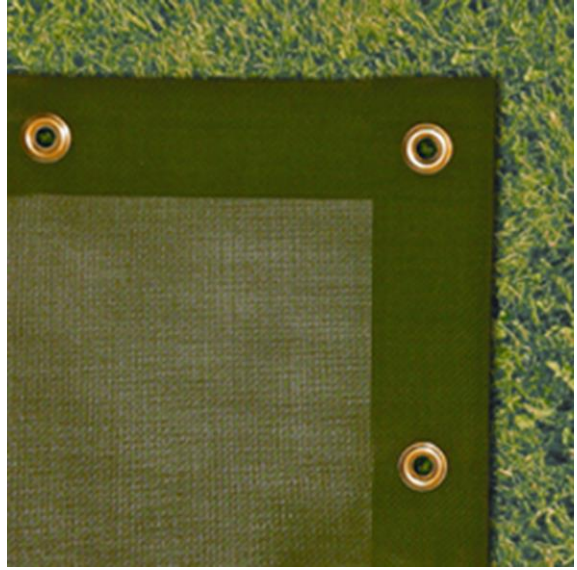


Multi Use (Super Flex)



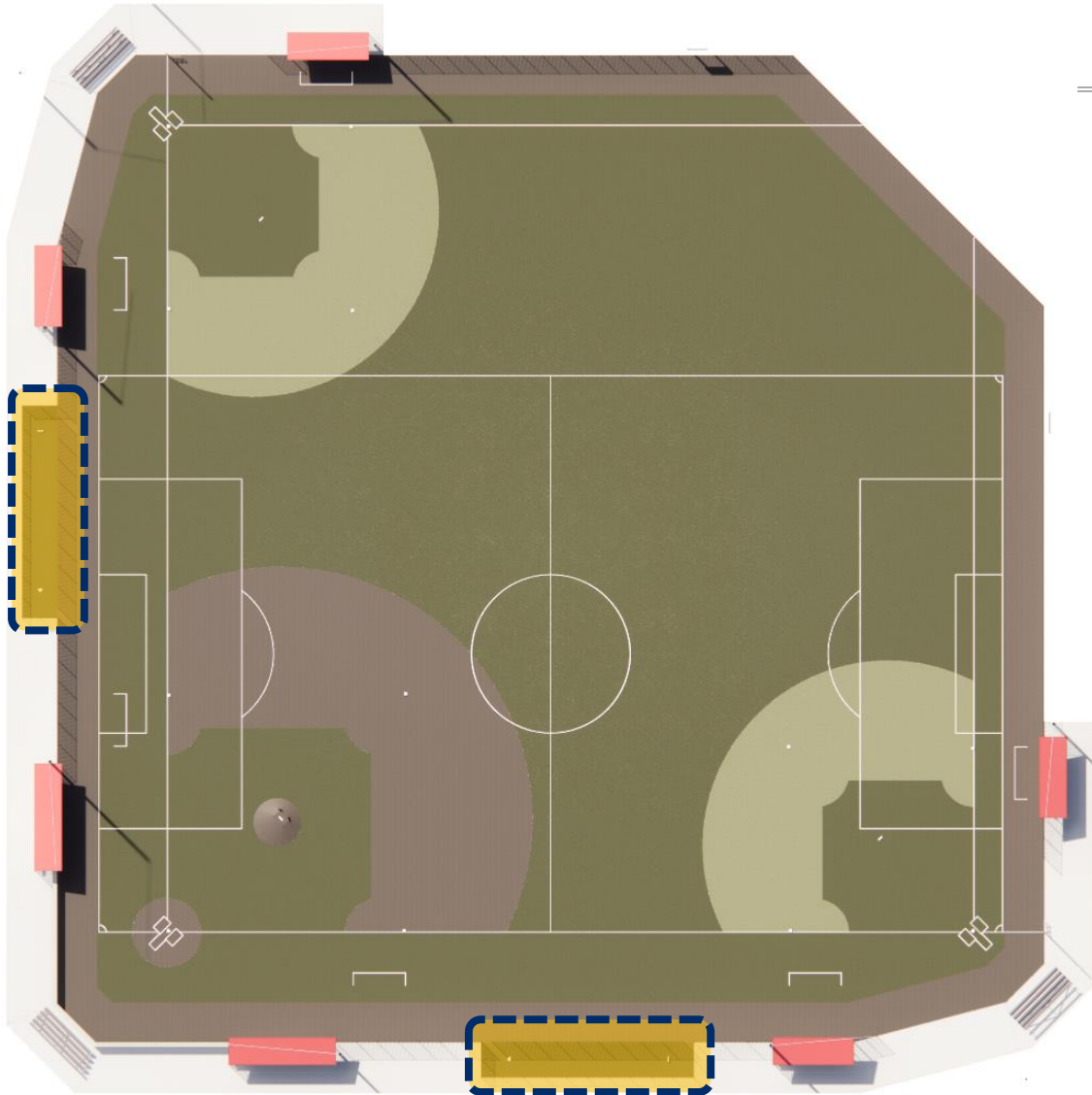
Wind Screen

500lf of Wind Screen per fields

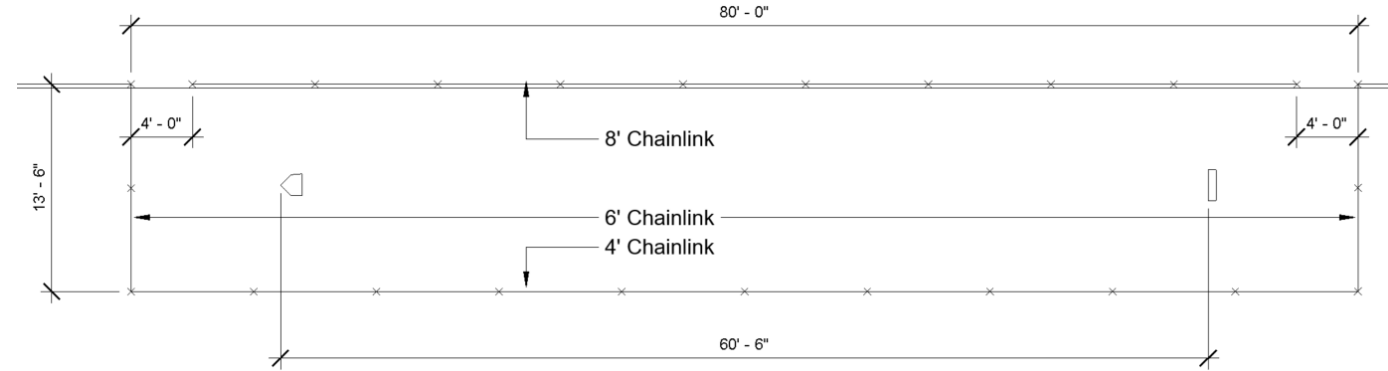




Multi Use (Super Flex)



Bullpens (2 per field)



70'x12' minimum
8' Fence field side to match
6' on P and C ends
4' down the length
4' opening to field (5' to match dugouts?)



Multi Use (Super Flex) – Portable Mounds

Main Fields Mound



Youth Fields Mound



04 – ESTIMATE



GENERAL REQUIREMENTS

TEMPORARY FENCING	35,432
SURVEY & GEOTECHINCAL REPORT	34,671
SFC FF&E	190,348
CONCRETE	
RETAINING WALL	141,915
STRUCTURAL CONCRETE	67,875
SPECIALTIES	
CANOPIES	102,416
FURNISHINGS	
STADIUM BENCH SEATING	28,383
SPECIAL CONSTRUCTION	
ATHLETIC EQUIPMENT	849,218
ELECTRICAL	
FIELD LIGHTING	484,802

EARTHWORK

CLEARING, MASS EX., GRAVEL INFIELDS	2,034,852
OUTFIELD TOPSOIL	33,630
CLEARING & GRUBBING	234,214
EROSION CONTROL	20,698

EXTERIOR IMPROVEMENTS

FIELD CONCRETE	274,003
FIELD FENCING	165,724
REBAR	270
CHAIN LINK FENCE & GATES	6,251
PLANTING IRRIGATION	97,948
TURF & GRASSES	190,509

UTILITIES

STORM DRAINAGE PIPING	49,537
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Description	Amount	Totals
Construction Contingency	133,596	
General Liability	16,054	
Builders Risk (Only applies to Vertical)	2,762	
P & P Bond	126,654	
Construction Manager Fee	189,291	
Permits By Project Cost	22,266	
Excise Tax / Gross Receipt Tax		
	490,622	4,943,819
Total		5,042,695

***05 – Future Phases (very brief
summary)***



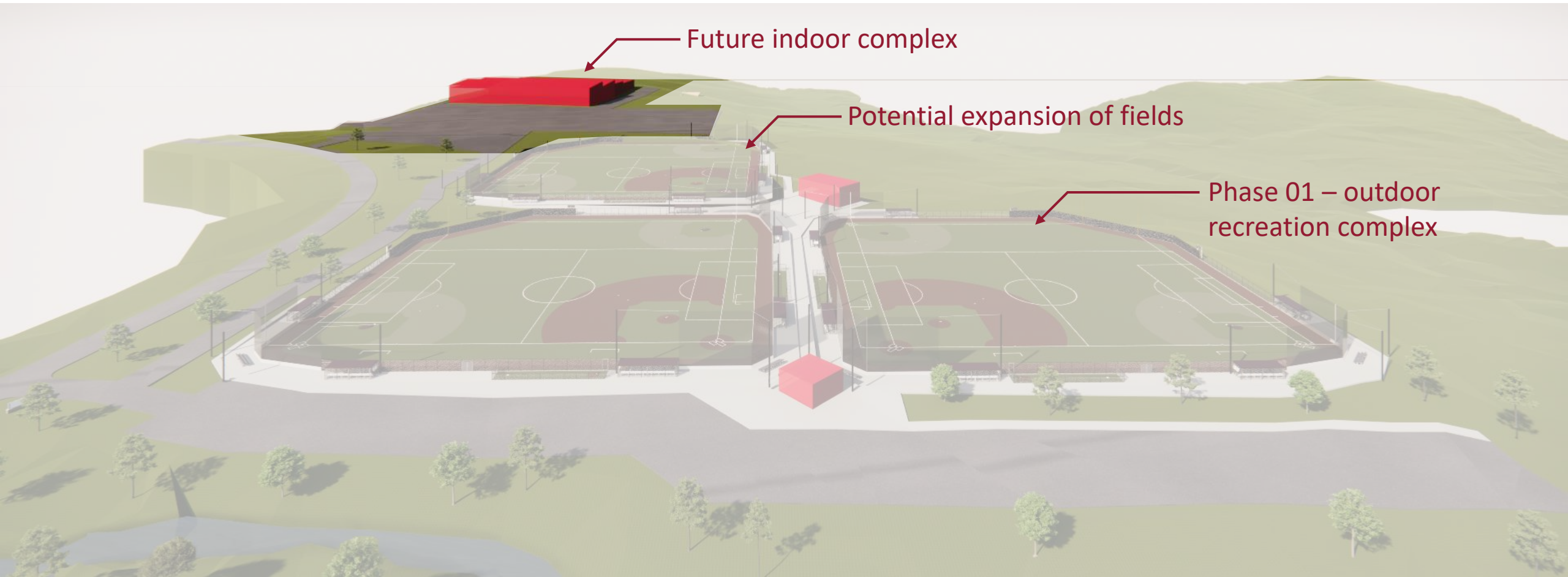
Example Project – beginning of budgeted design





Phase 02

Phase 02 is the new local hub for indoor recreation. Hosting (6) basketball courts, (12) volleyball courts, gym, pickleball courts and office spaces this facility will serve the entire community.





Facility Program



Indoor Athletic Facility

Space	Indoor Programming Product/Service	Count	Dimensions		Approx. SF each	Total SF	% of Footprint
			L (')	W (')			
Courts	Basketball Courts (actual courts 84' x 50')	6	104	80	8,320	49,920	52.2%
	Volleyball Courts	12	60	30	Over Basketball Courts		0.0%
	<i>Total Courts Sq. Ft.</i>						49,920
Fitness Center	Fitness Center	1	-	-	5,522	5,522	5.8%
	Small Group Exercise Room	1	-	-	850	850	0.9%
	Locker Rooms	2	30	30	900	1,800	1.9%
	<i>Total Fitness Center Sq. Ft.</i>						8,172
Flex Space	Lobby/Welcome Area	1	-	-	1,200	1,200	1.3%
	Rec Department Office Area	1	-	-	1,500	1,500	1.6%
	Secondary Concessions	1	30	20	600	600	0.6%
	Flex/Team Rooms	3	60	25	1,500	4,500	4.7%
	Ref Rooms	1	15	10	150	150	0.2%
	Training Room	1	20	15	300	300	0.3%
	Restrooms	2	35	25	875	1,750	1.8%
	Leased Space - Medical	1	-	-	2,000	2,000	2.1%
	Elevated Running Track	1	-	-	6,873	6,873	7.2%
<i>Total Flex Space Sq. Ft.</i>						18,873	19.7%
Required SF for Products and Services						76,965	80.4%
Mechanical, Electrical, Storage, etc. 10% of P&S SF (Excl. Leased Space)						7,497	7.8%
Common Area, Stairs, Circulation, etc. 15% of P&S SF (Excl. Leased Space)						11,245	11.7%
Total Estimated Indoor Athletic Facility SF						95,707	100%
Estimated Building Footprint						88,833	
Total Building Acreage						2.04	



Concept (option 2)

The qualities of historic rail depots, like the one in Westminster, ought to be reflected to maintain the character of the community. The project also feeds off the character of 1930's era Civilian Conservation Corps projects. In the spirit of CCC projects, the character and quality of the environment will be reflected and preserved in this project.



Historic Rail Depots



Civilian Conservation Corps Projects



Test Fits – Live Update

We are currently at the beginning of the test fit part of the five-step process where we have identified a guiding theme. Now, it's time to make this facility sing, and we want input from all invested parties to ensure we are hearing and serving this community fully.



Other Communities Served

A few examples below illustrate work Mammoth has done for other municipalities and recreation complexes. We're just beginning in Westminster. Let's do something BIG!

Community Projects



Jones Youth Park | Lebo, KS

Youth Indoor Athletics



World Equestrian Center | Ocala, FL

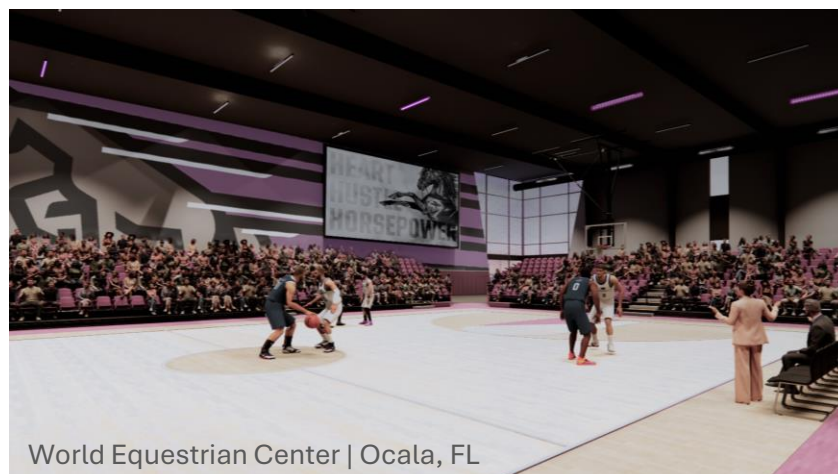
Youth Outdoor Athletics



Oasis Sports Complex | Marion, IL



Solon Community Park | Solon, OH



World Equestrian Center | Ocala, FL



Cyclone Ballparks | Pecos, TX