



B.T. MANCINI CO., INC.

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btmancini.com

305 Mathew Street

Santa Clara, CA 95050

DIR #1000002989

CA Contractors Lic. #229210

NV Contractors Lic. #0010497

TO **MPCSD**
ATTN Sandra Franco

PHONE
EMAIL

DATE **8/26/26**
NAME OF Hillview Middle School Gym-Bleacher
JOB Demo and MAXAM1s
LOCATION Menlo Park, CA
PLANS BY NA
DATE OF NA
PLANS

We propose to: Furnish ☐ furnish and install ☒ install only ☐ the following for the above project in accordance with the following terms and conditions and those appearing on the reverse side of this sheet.

Drawings: No Plans Provided.

Specifications: No Specification Provided.

Materials:

- 1) Furnish and Install Hussey MAXAM1, Portable Bleachers
 - a) Six (6): approx. 7'-6" wide x 5'-1 3/4" deep x 2'-6 3/8" high per unit
 - b) Factory assembled portable bleachers
 - c) Deck: Plywood with clear coat finish
 - d) Construction for interior applications ONLY
 - e) Seats: Manufacturer's standard courtside seats; Color: Selected from manufacturer's standard color card.

Labor ONLY:

- 1) Demo and dispose of existing telescoping bleachers:
 - a) Detach Two (2) approx. 37'w x 5 tiers bleachers from existing wall
 - b) Disassemble existing bleachers.
 - c) Include floor protection as required for scope of work
 - d) Includes dumpster to dispose of existing bleachers

CONTINUED ON PAGE 3

BOARD APPROVED
SEP 10 2026
MENLO PARK CITY
SCHOOL DISTRICT

QUOTATION ACCEPTANCE:

This quotation, unless otherwise noted, will remain in effect for 30 days from the above date. Upon acceptance by the Buyer and credit approval by the B.T. Mancini Co., Inc. this instrument shall constitute a binding contract. In the event the Buyer elects to issue his own purchase order or contract based on this quotation, the conditions contained herein shall be deemed to be incorporated in said purchase order or contract. This proposal expressly limits acceptance to the terms of The General Conditions of Sale contained herein. No terms additional or different from the General Conditions will be accepted, including, but not limited to, any terms which establish a "condition precedent" to the Buyer making payment to the Seller other than any "condition precedent" already contained in this proposal.

The undersigned hereby accepts this proposal and states that he has read the General Conditions of Sale on page two.

Accepted

By
Date

Sandra Franco
Sandra Franco
9/10/26

B.T. Mancini Co., Inc.

By
Date

Jared Fleming
Jared Fleming
8/26/26



GENERAL CONDITIONS TO AGREEMENT

1. **Definitions** – The word "Seller" as used herein means B.T. Mancini Co., Inc. and the word "Buyer" means the purchaser of material and services ("Work") hereunder from the Seller for the specific project referenced herein.
2. **Incorporation** – Buyer agrees that these General Conditions are a material part of the agreement between Buyer and Seller for the Work ("Agreement"), will be and hereby are incorporated into any further expression of that Agreement, and when in conflict with any other written terms and conditions governing Seller's performance of the Work, shall take precedence thereover.
3. **Prompt Performance** – Seller shall make reasonable efforts to perform the Work promptly in accordance with the terms of this Agreement, but shall not be liable for delay or schedule impacts arising from strikes, lockouts, fire, earthquake, war, governmental acts, Acts of God, or other events beyond Seller's reasonable control, whether affecting the production, loading, transportation, delivery, or installation of the Work.
4. **Warranty** – Seller warrants that the Work will be of good quality and new unless the Agreement requires or permits otherwise. For one (1) year from the date of substantial completion of the Work, Seller will at its sole discretion repair or replace any non-conforming Work under this warranty. Seller's warranty excludes remedy for damage or defect caused by abuse, alterations not executed by Seller, improper or insufficient maintenance, improper operation, normal wear and tear, and normal usage. Seller makes no other warranty, express or implied, regarding the Work, including the suitability thereof for any specific project. After substantial completion, Buyer's rights under this warranty are its sole and exclusive remedy against Seller for non-conforming Work.
5. **Delay** – In the event the Work is stopped or delayed for any cause beyond the reasonable control and not the fault of Seller, then Seller shall in addition to any remedies otherwise available, be entitled to an equitable adjustment to both the time and cost of performing the Work, and may, if such stoppage or delay continues for thirty (30) days, terminate this Agreement and be paid for all Work performed. Stoppage or delay shall be presumed not to be the fault of Seller unless proved otherwise.
6. **Indemnification** – To the fullest extent of Seller's own negligence, Seller agrees to indemnify Buyer against damages arising out of Seller's performance of the Work and resulting in bodily injury or property damage other than to the Work itself.
7. **Dispute Resolution** – In any legal proceeding related to this Agreement, and in addition to any costs otherwise recoverable, the prevailing party shall be entitled to its reasonable attorneys', experts', and consulting fees. Venue for any dispute shall lie in the county where the Work is to be performed or in Santa Clara County. This Agreement shall be governed by California law without regard to its choice of law provisions.
8. **Claims** – Claims by Buyer for shortages or for improper, defective or damaged material must be made in writing specifying in detail the nature and extent of the shortage, defect or damage within five (5) days of delivery, and accompanied by the original freight bill with a notation on the face thereof by local agent of the carrier as to the items and quantity short or damaged. Risk of damage shall be on Buyer when materials are delivered to a common carrier F.O.B. shipping point. Title to material shall remain with Seller until payment in full is made by Buyer.
9. **Limitation on Claims** – Any claim by Buyer, whether for breach of contract, tort, property damage, or personal injury must be made in writing within one (1) year of substantial completion of the Work, or such claim shall be deemed forever waived. Buyer and Seller hereby waive any claim against each other for consequential, special, exemplary, or other indirect damages.
10. **Protection and Security** – Buyer shall take reasonable steps to protect the Work installed and/or stored at the job site from damage, vandalism and theft, and shall provide, as appropriate, security guards and secure storage areas. Once accepted, damaged or stolen materials shall be Buyer's responsibility.
11. **Assignment** – Buyer shall not assign its rights or obligations under this Agreement, in whole or in part, without Seller's written consent.
12. **Bankruptcy** – In the event Buyer is adjudicated bankrupt, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver over a substantial part of the Buyer's property, Seller shall have the right to terminate the Agreement, and in addition to any other remedies, collect for all Work performed.
13. **Payment** – Buyer shall pay Seller according to the following schedule for the Work:
 - (a) For materials delivered, the cost of those materials to Buyer shall be paid by the 10th day of the month following delivery.
 - (b) For installation, not less than 90% of the cost to Buyer performed in any month shall be paid by the 10th day of the following month.
 - (c) Retention shall be paid within thirty (30) days of the completion and acceptance of Seller's Work. The benefit of any reduction of the retention under any agreement between Buyer and its customer (for example, from 10% to 5%), will be passed proportionally on to Seller.
 - (d) Buyer shall not make any payment to Seller in the form of a joint check, or any other type of payment other than payment solely in the name of Seller, unless agreed to by the Seller in writing. Buyer's payment shall constitute acceptance of the Work. Any sums not paid when due shall bear interest at the rate of 1 1/2 % per month, annual percent rate 18%, until paid, provided that if such rate of late charge is not permitted by law, the highest legal rate shall be charged. In the event payment is not made as provided herein, Seller shall have the right to withhold further Work until paid, or upon five (5) days' written notice to Buyer, to terminate this Agreement and seek damages.
14. **Job Conditions** – Unless otherwise stated herein, the working surfaces and job conditions shall be ready to receive Seller's Work upon issuance of Buyer's notice to proceed. Seller is entitled to rely on Buyer's notice as representation that Buyer has carefully inspected and approved the work performed by others that it is to receive, align, abut, adjoin, accept, or similarly relate to Seller's Work.
15. **Penalties and Backcharges** – No backcharges, penalties, liquidated damages or other deductions against the price set forth herein may be withheld from Seller unless (1) Buyer notifies Seller in writing of the basis for such charge no later than thirty (30) days after the cause for such charge is established; (2) Buyer is first provided sufficient opportunity to cure or correct any claimed defect or default in its Work; and (3) in no event will Seller be charged after payment would otherwise be due Seller per paragraph 13 hereof. Buyer's failure to strictly comply with these conditions shall constitute a waiver by Buyer of any such charge against Seller.
16. **Extra Work** – Prior to making any change in the Work, including the time for storage, delivery, or installation thereof, Buyer will provide Seller with a written change order. Unless expressly agreed otherwise, Seller will be paid for any change in the Work on the basis of its actual costs, including taxes and insurance, plus 15% overhead and 10% profit thereon. Seller is not obligated to perform any changes to the Work until it receives a written change order or written directive from the Seller agreeing to the price for and/or any time extension required by the change.
17. **Bonds** – Unless specifically included, the cost of any required surety bonds shall be paid for by Buyer.
18. **Escalation** – Seller's price is based on completion of the Work in accordance with the project schedule provided to Seller prior to this Agreement or as otherwise described herein. In the event commencement of the project or the Work is delayed through no fault of the Seller, prices for the Work shall be equitably adjusted by any actual cost increases incurred by and not reasonably avoidable by Seller.
19. **Contract and Credit Acceptance** – All agreements are subject to approval by Seller's authorized employee(s). Acceptance of this Agreement by Seller and continued performance of Work shall at all times be subject to Buyer's creditworthiness, and Seller reserves the right to require full or partial payment in advance if Buyer's financial condition creates a reasonable concern that Buyer can not meet its financial obligations to Seller.
20. **Material Approval** – Samples or other submittals furnished by Seller, when reviewed without any noted objection or exception by Buyer, Buyer's customer, or any agent, architect, or engineer thereof, shall be deemed the correct interpretation of the Work to be furnished.
21. **Inspection and Acceptance** – Upon completion, Buyer shall promptly inspect Seller's Work and notify Seller in writing of the basis for any rejection, default, or deficiency. Buyer's failure to timely inspect or reject Seller's Work within ten (10) days after completion of Seller's Work, shall constitute Buyer's complete and final acceptance of the Work.
22. **Labor Rates and Working Conditions** – Seller's price is based on working full-time and continuously without interruption on normal work days at straight time hourly rates prevailing in the area where the Work is to be performed. If Buyer requests overtime, off-hours Work, or multiple mobilizations, the price shall be equitably adjusted to cover Seller's additional costs, including any increase in wages, taxes, insurance, set-up, or travel costs, plus overhead at 15% and profit at 10% thereon.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA 95827 OR 222.cslb.ca.gov.



Inclusions:

- 1) **Demolition Scope:**
 - a) Demolition and disposal of existing telescoping bleachers
 - b) Floor protection and lift equipment as required for scope of work
 - c) Dumpsters for disposal of existing materials.
 - d) Demolition is based on Single (1) phase.
- 2) **New Bleacher Option:**
 - a) Standard design and construction of Hussey MAXAM 1 Portable Bleachers
 - b) Pricing includes delivery, unloading and unpackaging to site address in Menlo Park, CA.
 - c) Manufacturer's standard warranty.
- 3) **Cost for Payment and Performance Bond**
- 4) Prevailing wage labor

Exclusions:

- 1) **Demolition of existing operable partition track and panels**
- 2) **Finishing work (drywall, painting, etc.) where existing bleachers removed is by others.**
- 3) Design-Build Insurance.
- 4) Engineering calculations
- 5) Any equipment/parts/materials/accessories not explicitly noted above.
- 6) Custom finishes
- 7) **Framing, backing, caulking, sealants, mineral wool, acoustical barriers, ceiling/soffit, and drywall work.**
- 8) Asbestos abatement, if required, is by others.
- 9) All fire-proofing and fire-proofing replacement is by others.
- 10) **Any demolition or removal of existing construction materials not noted above.**
- 11) Permits and bonds, unless noted above.
- 12) OCIP/CCIP Insurance.
- 13) BIM/Revit modeling and coordination.
- 14) Discounts for early payment.
- 15) Restrictions to standard normal working hours.
- 16) **Excludes SLBE/Local/First Source Hiring, LBE, DVBE, WBE, SBE, and MBE (Certified Installers required for Manufacturer's Warranty).**
- 17) Accessories not mentioned above are excluded.
- 18) Finishes not noted above are excluded.
- 19) Clean-Up Crew participation
- 20) Any field painting and/or field applied finishes are by others
- 21) Custom hardware
- 22) Hand carrying materials upstairs
- 23) Any fees, subscription charges, or administration labor associated with third-party prequalification safety and financial platforms or programs. All costs will be the responsibility of the General Contractor and or Owner, along with any delays or other cost impacts arising from program onboarding.
- 24) Wood seats
- 25) Seat Numbers
- 26) Cupholders

Erection Notes:

- 1) Erection estimate is based on a normal eight (8) hour day Monday through Friday and upon erection of the entire project by the B.T. Mancini construction forces on a continuous operation. All work to occur during regular business hours. **No Overtime.**
- 2) **Complete ground floor rolling access must be available for removal of existing materials, and installation of new materials. Stocking access required to the 1st floor.**
 - a) **Stocking access must be provided by others.**
 - b) **A paved, clear, flat area with no obstructions must be provided for our equipment.**
 - c) **Stocking access required to be provided by others and agreed upon by all parties.**
 - d) **B.T. Mancini will not hand carry materials up/down stairs. COORDINATION IS REQUIRED.**
- 3) The General Contractor is to provide an area for safe storage of materials and equipment onsite, and in close proximity to the final work area.

Lead Times:

- 1) **Products:** Approximately **8-10 weeks** after receipt of approved shop drawings and finish selections (Plus transit time). Lead times can vary (+/-) based on production loads at time of order release.
- 2) Due to current material market volatility, we reserve the right to re-price material(s) to reflect current conditions. In the event the project timelines/schedule are delayed or modified, additional material costs will be incurred. B.T. Mancini will not be responsible for associated costs. Escalation costs will be added to the contract value via change order.



Qualifications:

- 1) **Indemnification:**
 - a) B.T. Mancini Co., Inc. shall defend, indemnify, and hold harmless the Contractor and Owner from any damages only to the extent such damages were caused by any negligent act or omission of the B.T. Mancini Co., Inc. B.T. Mancini Co., Inc. will not defend, indemnify, or hold harmless any other person or entity. This provision supersedes any other indemnity provision.
- 2) **Insurance:**
 - a) BTM will name the Contractor and the Owner as additionally insured. However, all other agents not contracted by BTM such as the Architect/Engineer and other Consultants are excluded and will not be named as additionally insured. Coverage outlined will only be provided on forms CG 20 10 04/13 and CG 20 37 04/13, all other forms are excluded.
- 3) **Epidemic Rider:**
 - a) If as a direct or indirect result of any virus, disease, contagion, including but not limited to COVID-19 (individually or collectively, "Epidemic"), B.T. Mancini Company's work is delayed, disrupted, suspended, or otherwise impacted, including, but limited to, by (1) disruptions to material and/or equipment supply; (2) illness of B.T. Mancini Company's workforce and/or unavailability of labor; (3) government quarantines, shelter-in-place orders; closures, or other mandates, restrictions, and/or directives; (4) Owner or Contractor restrictions and/or directives; and/or (5) fulfillment of B.T. Mancini Company's contractual or legal health and safety obligations associated with an Epidemic; then B.T. Mancini Company, Inc. shall be entitled to an equitable adjustment to the Subcontract schedule and duration to account for such disruptions, suspensions, and impacts. To the extent any of the causes identified herein results in an increase in the price of labor, materials, or equipment used in the performance of this Subcontract, or other costs of performance of the Subcontract, B.T. Mancini Company, Inc. shall be entitled to an equitable adjustment to the Subcontract price for such increases, provided B.T. Mancini Company, Inc. presents documentation of such increases (including the original prices and/or estimates) and evidence of B.T. Mancini Company's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/non-impacted prices and/or estimates.
- 4) **Tariffs:**
 - a) Our proposal includes material pricing based on current market conditions. In the event there is a material increase or surcharge, BT Mancini Co., Inc. will be entitled to a price adjustment or a change order to recover costs incurred by our manufacturers for raw materials, commodity shortages or price disruptions which are caused by changes in duties and/or imposed tariffs.
- 5) **Waiver of Subrogation:**
 - a) This proposal is based on provisions in the contract documents requiring Waiver of Subrogation will not apply to any claims covered under workers' compensation insurance. Each party reserves its right to subrogation for workers' compensation claims to the fullest extent permitted by law.
- 6) **Third Party Safety and Financial Platforms:**
 - a) This proposal excludes any fees, subscription charges, or administration labor associated with third-party prequalification safety and financial platforms or programs. All costs will be the responsibility of the General Contractor and or Owner, along with any delays or other cost impacts arising from program onboarding.
- 7) **Engineering:**
 - a) Please note: B.T. MANCINI CO., INC. IS NOT PROVIDING DESIGN/BUILD SERVICES FOR THIS PROJECT. Engineering calculations are excluded from this proposal. All attachment methods and support are only suggestions and must be verified by Engineer of Record.
- 8) **Demolition:**
 - a) **Telescoping Bleachers:**
 - i) This proposal includes demolition and disposal of the existing telescoping bleacher banks ONLY. All other demo work on the surround walls, if required, is by others. Coordination required.
 - b) **All painting, finishing work, drywall work, etc. after demolition of the existing operable partition panels and bleachers are EXCLUDED from this proposal.**
- 9) **New Bleachers:**
 - a) Pricing includes unloading materials, unpackaging and initial setup of the bleachers. Rolling access is required to be provided by others. Pricing includes lift equipment for unloading materials.
 - b) **Customer agrees to pay the full balance prior to materials shipping.**

Quote:

- 1) This proposal is good for 30 days from the date of this proposal. This quote and the price contained herein are specifically condition within this time period.
- 2) If background checks, drug tests, training, orientation, badging, and/or other qualifications are required for us to perform work, other than those administered by B.T. Mancini internally, additional costs will apply.
- 3) This proposal shall be attached to and become part of the contract. In the event of any inconsistency between such contract and this proposal, the terms of the proposal shall prevail.

Demo and Dispose of Existing Bleacher: ----- \$ 17,027.00
New Hussey Seating MAXAM1 Bleachers: ----- \$ 43,554.00

Total Base Bid (Including tax): ----- **\$ 60,581.00**