



Project Adventure
Advancing Active Learning

800.468.8898
www.pa.org

**Contract for Technical Services
For Dover High School**

This is an agreement between Project Adventure, Inc. a non-profit Massachusetts corporation, referred to below in the contract as PA and Dover High School, Challenge Course owner and Operator, and referred to in this contract as "CCO."

1. **Services:** This contract is for the following challenge course-related technical services (check all that apply):

Yes	New Installation
No	Repairs and/or maintenance of existing element(s)
No	Course Inspection

PA will provide these services for the CCO located at: Dover High School, 25 Alumni Drive, Dover, NH, 03820

2. **Costs:** The scope, costs and expenses of the contracted services may be described in detail in a proposal document. The cost of the services provided in this contract including all labor, materials, and travel is:

Proposed Cost: \$22,637.00 Contract Proposal Date: December 5, 2018

Note: The proposed cost is valid for forty-five (45) days from the Contract Proposal Date. After forty-five (45) days, please contact PA to confirm proposed cost before executing this agreement.

3. **Change Orders and Cost Overruns:** The proposed cost does not include changes requested by CCO or unforeseen cost overruns. Changes requested by the CCO will be documented on a change order form and approved by PA and CCO prior to incurring additional costs. Additional costs include, but are not limited to changes to the scope of work, additional design work, or changes to the services to be provided. If the CCO is responsible for providing equipment for this project (e.g. lifts, augers, skid loaders, etc.) or making arrangements for subcontractor services (e.g. pole and anchor acquisition and setting) or any other required material or service and this results in delays, the additional costs will be the responsibility of the CCO.

Note: For Sites that choose to supply their own utility poles and/or pole setting services. Project Adventure will provide detailed information to assist the CCO in obtaining the appropriate poles and setting services. If the poles and anchors that the CCO independently ordered are different in size, class or type from the list provided and this causes a delay in scheduling or installation, additional fees may be incurred.

4. **Permits:** Except where otherwise specified, CCO is responsible for procuring all permits required for new installation or modification or repairs to existing course elements.
5. **Site Preparation:** Except where otherwise specified, CCO is responsible for the preparation of the site prior to installation. Where course installation requires pole and/or anchor setting or any other excavation, site preparation shall include contacting Dig Safe® and any other steps that may be required to avoid damage to underground pipes or other structures. Also, except where otherwise specified CCO, is responsible for any landscaping or site restoration that is required.
6. **Prevailing Wage:** If the work described in this contract is defined as public works it may be subject to prevailing wage requirements under federal, state, and/or local laws ("Prevailing Wage Requirements"). It is the responsibility of the CCO to inform PA prior to the start of the project if this project is subject to Prevailing Wage Requirements. This will allow PA to incorporate prevailing wage rates into the cost proposal.

CCO shall be solely liable for, and shall indemnify, defend and hold harmless PA, its directors, employees, officers, and volunteers (collectively, "Representatives") against any and all loss or damage resulting from any misrepresentation, or any non-fulfillment of any representation, responsibility, covenant, or compliance relating to or arising from the Prevailing Wage Requirements, as well as any and all acts, suits, proceedings, demands, assessments, penalties, and judgments of or against PA or its Representatives relating to or arising from the Prevailing Wage Requirements, and the CCO will pay the reasonable attorneys' fees, costs, and expenses incident thereto. For illustrative purposes, any additional costs that are incurred as a result of compliance with Prevailing Wage Requirements shall be the sole responsibility of CCO, even where the project is not identified as prevailing wage prior to the start of the project.

7. **Payment Terms:** Prior to scheduling the work, CCO will provide a deposit of one-half of the total cost. Towns, cities, and other municipal or governmental entities may submit an approved purchase order to cover the costs of the services provided. Following the scheduled work an invoice for the outstanding balance will be sent to the CCO. The invoice will be payable within thirty (30) days. Payments not received by the due date will be subject to interest of 1.6% per month from the due date (or the maximum allowable by law, whichever is less).
8. **Invoicing:** Professional services including installation, inspection and repairs may be invoiced separately from equipment and publications. Equipment and publication orders may be separately invoiced from PA's distribution center in Hasbrouck Heights, NJ.
9. **Service Dates:** Work shall be scheduled by mutual agreement of CCO and PA. Any change or cancellation to the scheduled dates of any service delivery by CCO prior to the scheduled start of the work may result in a rescheduling or cancellation fee.
10. **Warranties:** PA warrants that all installation services, designated repairs and maintenance work will be performed in a good and workmanlike manner, in accordance with the standards of The Association for Challenge Course Technology (ACCT). This warranty extends for a period of two years from the completion of the installation or repair project. This warranty does not apply to any element, component or equipment used in any manner other than the manner for which it was designed and intended. No other warranty is expressed or implied, and all others are expressly

denied, including those of fitness and merchantability. PA has no obligation under this warranty unless it receives written notice of a defect within the two-year period. PA's only obligation with respect to any defect in workmanship or materials is to correct the defect, including providing the labor, materials and parts reasonably deemed defective.

11. **Limitation of Liability, Release, and Indemnity:** PA is responsible for conducting contracted services in a professional manner in compliance with standards established by the Association for Challenge Course Technology (ACCT). PA is also responsible for the actions of its employee(s) providing these services. PA is not responsible for other risks associated with the ownership of and the day-to-day operation of CCO's challenge course program.

Except only as specified below, CCO agrees that the risks associated with any use of the challenge course by CCO or any person other than a PA employee or representative shall be the sole responsibility of CCO. PA assumes no liability for injury, including death, or any other loss to any person or property, and CCO specifically agrees to release, protect and indemnify (meaning, to defend and pay or reimburse, including costs and attorneys' fees) PA, its officers, directors, employees and all others associated with it from any claim of loss arising from the use of the Challenge Course or any aspect of it. The only exception to PA's denial of liability and CCO's agreement of release and indemnity is a claim which arises solely from an error or omission in the service provided by PA. Vandalism, weather, improper use or storage are among the factors that can affect the condition of the challenge course elements and equipment at any time throughout the year. It is the responsibility of the CCO to monitor the condition of the course elements and equipment on an on-going basis. In the event that any factors are observed that could affect the safety of the course elements and equipment, all use of the elements and equipment in question should be immediately discontinued until the appropriate evaluation can determine that the elements and equipment are in satisfactory condition.

12. **Not an Amusement Device:** It is specifically understood and agreed that the Challenge Course is not to be used merely as an amusement device, but rather, for education and personal development.
13. **Venue and Applicable Law – Alternative Dispute Resolution:** The parties agree that any dispute between them will be governed by the substantive laws of the Commonwealth of Massachusetts. If a dispute cannot be resolved by mutual agreement the parties agree to submit to a mediator recognized by the Commonwealth of Massachusetts.
14. **Cost Recovery:** CCO agrees to pay all costs and attorney's fees incurred by PA in defending a claim if that claim is withdrawn or to the extent a Court or mediator determines that PA is not responsible for the injury or loss.
15. **Preparing for the Course Inspection:** **This section ONLY applies to Course Inspections.** All challenge course elements and related equipment must be available at the time of inspection. The inspection will be limited to elements and equipment that are available and to which the inspector has reasonable access. If any element or item of equipment is not available these items will not be included in the inspection report. It is the responsibility of the CCO to provide access to elements and equipment; if delays are incurred additional fees may apply and are the responsibility of the CCO. If the challenge course was not installed by PA, CCO may be asked to provide design

specifications and other information about the original course installation. This may be required where important information cannot reasonably be determined by visual inspection alone. CCO shall also be responsible for informing PA of all known or available information concerning any problems with any elements or equipment. In the absence of such information, PA will presume that there have been no such problems. The course inspection is limited to the apparent physical condition of the course elements and equipment at the time of the inspection. Verification that all elements and equipment are being properly used is beyond the scope of this inspection service provided by PA

16. Access to Indoor Course Elements - -This Section ONLY applies to Indoor Courses: If the course includes elements that are located indoors PA staff will require a suitable lift to provide access to these elements and overhead support structures.

LIFT OPTIONS – CCO of Indoor courses must check and initial one of the options below:

check here initials required	A suitable lift <u>will be</u> provided by the CCO.
check here initials required	A suitable lift <u>will not be</u> provided by CCO. A lift will be rented by PA at an additional cost.

If the CCO agrees to provide a lift, the following conditions must be met:

- Lift must be in good working order, including, where applicable a fully charged battery.
- Lift must be available at the inspection site at the time of the scheduled inspection.
- Lift must be capable of reaching the upper levels of the course elements and the support structures (e.g. ceiling beams).

Additional information PA requires prior to rental arrangements can be made:

- Delivery drop-off location – closest entrance to indoor elements: _____
- Approximate Ceiling Height: _____
- Access restrictions to element(s) location such as ramps, stairs, doorway dimensions: _____

If the CCO is supplying a lift and it is not available at the time of inspection it will not be possible to complete the inspection which will require additional costs for rescheduling a return visit.

Additional costs may also apply if incorrect or incomplete information is provided above and it leads to additional time on the job or a second visit.

17. **Entirety Clause:** This document including all attachments represents the complete agreement between PA and CCO. Any changes in this agreement must be approved by both parties in writing. In the event that a Court deems any part of this agreement invalid, the remaining parts of the contract remain in full force and effect.
18. **Staff Training:** Staff training is an essential component of any program's risk management plan. PA and the ACCT recommend an annual training plan in the use of the challenge course to assist in the reasonable management of the risks of its operation. PA has no responsibility for providing such training unless the parties agree specifically in writing that such training will be provided by PA. PA offers Practitioner Training and Certification in compliance with ACCT standards to help ensure that program staff has developed the skills and expertise to manage the risks associated with day-to-day program operation.

check
here

initials
required

CCO is current in its training plan and is declining additional training at this time.

check
here

initials
required

CCO is not current in its training plan and requests a proposal for training to ensure it meets current training standards.

Signatures on next page

**Challenge Course Owner/Operator
Authorized Representative:**

Signature

Name (please print)

Title

Date

**Project Adventure, Inc.
Authorized Representative:**

Signature

Name (please print)

Title

Date

**Challenge Course Owner/Operator
Billing Information:**

Organization

Address

City, State, Zip

Please return to **Project Adventure, Inc. 719 Cabot Street Beverly, MA 01915:**

- 1) Copy of complete signed agreement initialed on each page.
- 2) Acceptable form of payment: check or PO.

Proposal prepared by PA Representative:

Ethan Doss
Client Service Specialist
Direct Dial: 978.524.4601
Email: edoss@pa.org
Fax #: 978.524.4501



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Dover High School
25 Alumni Drive
Dover NH 03820
Peter Wotton

603-516-6950
p.wotton@dover.k12.nh.us
Indoor Challenge Course Elements
December 4, 2018

Challenge Course Elements and Related Estimated Expenses

Low Indoor Elements

Qty	Element Name	Notes	Unit Price	Extended Price
1	Multi-Swing		\$550.00	\$550.00
1	Walk on the Wildside Kit Handline	Attaches to Multi-Swing drop cable	\$125.00	\$125.00
Total Low Indoor Elements				\$675.00

High Indoor Elements

Qty	Element Name	Notes
1	Centipede	up to 25 feet high Installed adjacent to Space Station
1	Dangle Duo	
1	Flying Squirrel	includes rope
4	Haul System - Complex	
1	Haul System - Simple	
1	Cargo Net	Outdoor Style 12'x25'
1	Space Station	1 Rope Ladder, 1 Centipede for access & 2 Rappel stations
5	No Trespassing Challenge Course Sign	
Total High Indoor Elements		\$16,042.00

Challenge Course Acceptance Inspection

According to ACCT Standards, an Acceptance Inspection must be completed and documented following the installation of a new challenge course element or course or significant modifications of a pre-existing element.

Safety Equipment, Publications and Props				
Qty	Item	Notes	Unit Price	Extended Price
1	Maxim Apex 11mm by New England	660' spool	\$750.00	\$750.00
4	PA Adjustable Chest Harness		\$30.00	\$120.00
1	Wild Side Kit		\$2,300.00	\$2,300.00
Shipping & Handling Charges			13% of equipment total	\$413.00
Total Safety Equipment, Publications and Props Equipment				\$3,583.00

Aerial Lift Allowance

Indoor Scissor Lift - Your organization is responsible for providing a suitable lift to reach the ceiling heights of the gymnasium. If you cannot provide this, please contact Project Adventure as soon as possible so that we can secure rental equipment. Rental fees plus an administrative fee are the responsibility of your organization.

Planning, Design and Administrative Services Allowance

This Planning and Design Allowance is provided as a good faith estimate of the time and expense related to this project. Circumstances such as requested design changes, requested drawings or schematics, required permits or unforeseen circumstances during installation may require additional Planning and Design efforts and additional costs. This amount may be adjusted on the final invoice.

Travel Allowance

This travel allowance is provided as a good faith estimate. Every effort will be made to keep expenses within this budget; however, circumstances may require additional travel expenses including, but not limited to delay on the part of the client to confirm dates in a timely manner. Travel expenses may be adjusted on the final invoice.

Challenge Course Installation Summary: Grand total includes the following.

Challenge Course Element Installation

Challenge Course Inspection

Safety Equipment, Publications and Props Equipment

Planning, Design and Administrative Allowances

Travel Allowance

Grand Total **\$22,902.00**