



# SALES PROPOSAL



KOMPAN, INC. \* 605 W Howard Lane Ste 101, Austin, TX 78753 \* Tel 1-800-426-9788 \* Fax 1-866-943-6254 \* www.kompan.com

<b>Site Location:</b>	C023160
Eagle's Nest Jason Waldron 12 Story st Essex, 01929 United States	

<b>Date</b>	04/13/20
<b>Expiration Date</b>	
<b>Proposal No.</b>	SP74391
<b>Project</b>	Eagle's Nest
<b>Ship to State/Zip</b>	MA 01929
<b>Customer Service Representative</b>	Katie DeBakey
<b>Sales Representative</b>	Erik Walsh
<b>Payment Terms</b>	DEP50%&N30

<b>Invoice-to:</b>	C023160
Manchester Essex Regional Scho 12 Story st Essex, MA 01929 United States	

<b>Ship-to:</b>
Eagle's Nest 12 Story st Essex, MA 01929 United States Jason Waldron

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
		Schools of MA State Contract				
		Equipment				
1	NRO-CUSTOM	NRO-CUSTOM 896225 Custom Village Solution, IG	123,180.00	123,180.00	35.00	80,067.00
1	NRO854-1001	PARCOUR 004, Natural,IG	9,520.00	9,520.00	10.00	8,568.00
1	NRO605-0601	DRESS-UP COTTAGE,IG	10,310.00	10,310.00	10.00	9,279.00
1	NRO414-1001	PLAYHUT W/ SIDE+GABLE+DESKS	4,810.00	4,810.00	10.00	4,329.00
1	NRO411-1001	PLAYHUT WITH SIDE & DESKS	3,480.00	3,480.00	10.00	3,132.00
1	NRO926-CUSTOM	NRO926 CUSTOM 20079572 3 bay, 4 belt, 1 basket Robinia Swing Set	8,980.00	8,980.00	10.00	8,082.00
1	KPL123-0201	WHEELCHAIR CAROUSEL,IG	10,610.00	10,610.00	10.00	9,549.00
1	FRT-KOMPAN INC	Freight from KOMPAN Inc	8,522.15	8,522.15		8,522.15
1	CUSTOMINSTALL	Install of KOMPAN equipment.	61,307.69	61,307.69	5.00	58,242.31
1	ROBSERV	Robinia Service Program				
		Poured in Place Surface				
6,770	CUSTOM- SURFACI	Price per sf to provide & Install PIP surfacing to accommodate up to a 10'CFH. Includes disposal if needed. Includes security. Color: 50/50 Black/Standard Crushed stone sub-base not included. Edges turned down into grass.	17.71	119,896.70	9.00	109,106.00
1	CUSTOM- SURFACI	Security for aromatic binder.	1,219.51	1,219.51	9.00	1,109.75
<b>Total</b>						<b>299,986.21</b>

Comments:

Please read attached General Assumptions and Exclusion document for information on install/sitework.  
 Customer is responsible to do all site work prior to installation. KOMPAN will install the equipment on a ready prepped site with a grade of no more than 2%.

Please allow 18-20 weeks for product delivery upon order placement.

**Summary:**

	<b>Retail Price</b>	<b>Discount</b>	<b>Net Price</b>
Subtotal - KOMPAN Products	170,890.00	47,884.00	123,006.00
Subtotal - Other Products	0.00	0.00	0.00
Subtotal - Surfacing	121,116.21	10,900.46	110,215.75
Subtotal - Installation & Other Services	61,307.69	3,065.38	58,242.31
Subtotal - Freight	8,522.15	0.00	8,522.15
<b>Subtotal</b>	<b>361,836.05</b>	<b>61,849.84</b>	<b>299,986.21</b>

(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)

Estimated Tax Rate		0.00
<b>Total</b>		<b>299,986.21</b>

<p>Your acceptance of this proposal constitutes a valid order request and includes acceptance of KOMPAN's Terms and Conditions, receipt of which is hereby acknowledged by your signature.</p> <p>To process your order, please sign and return a copy of this quote with the agreed upon deposit or purchase order for the full amount.</p> <p>KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.</p>	<p>KOMPAN Authorized Signature:</p> <p>Accepted By (signature): _____</p> <p>Accepted By (please print): _____</p> <p>Date: _____</p>
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### General Assumptions:

- Pricing is based on all equipment being direct delivery to the project address identified in KOMPANs Sales Proposal (SP).
- Placement of order into fabrication is contingent with deposit being received by KOMPAN as agreed to during the pricing phase.
- If cost proposal is to be considered as Tax-Exempt a current tax exemption form must be provided or on file at KOMPAN main office.
- Customer shall provide a lay down area for deliveries of materials within proximity of final installation site. Site access must be clear and unobstructed with at least ten (10') foot wide access to allow delivery of materials. Any size restrictions contributing to additional handling or downsizing of deliver trucks shall be addressed as a change of conditions and will be invoiced as additional costs to the customer.
- Installation site must be level to no more than one (1") inch in then (10') feet slope or change in elevation over the full length and width of the playground area.
- Price assumes NO overhead obstructions within thirteen feet, six inches (13'-6") or lower and NO underground utilities or obstructions within the playground footprint.
- Soils are to be suitable for the installation of all playground equipment and surfacing and compacted to 95% compaction prior to installation crews arriving on-site.
- All underground utilities, boulders, rock ledge or other obstructions not visible without subsurface investigation shall be considered "unforeseen conditions", all costs shall be invoiced to the customer as a change order to the contract.
- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- Customer to provide at no additional costs a 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- Customer shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.
- Time is of the essence in the installation of all materials delivered to project site. KOMPAN shall have delivered all equipment and materials as scheduled to project site. If delays to the installation schedule accrue outside KOMPANs control equipment shall be delivered to project site as scheduled and equipment and materials invoiced at the time of delivery. Unless additional storage arrangements are made in writing between Customer and KOMPAN, additional costs may apply.
- Unloading of equipment and materials shall be performed by the installation crews at the time of installation. If site is not ready for installation by cause outside of KOMPAN, it will be the responsibility of the Customer to off load and store equipment and materials at the project site. KOMPAN shall not be held liable for offloading costs, storage fees or equipment damage.

- If site requires installation of a drainage system within the proposed playground area, playground equipment footing shall be installed prior to the installation of the drainage system and playground footing locations shall take precedence over drainage system requirements.
- Site layout and dimensions shall be based of KOMPANs 2D drawing or CAD drawings. Customer to provide site “bench mark” to be used for layout and final elevation calculations.
- Unless otherwise noted on KOMPAN’s SP, proposal assumes that there are no Prevailing Wages requirement on the project.
- Any additional costs which maybe incurred during installation shall be negotiated between Customer and KOMPAN in writing prior to the start of additional work. If written approval is not received during the time the installation crews are on-site, additional mobilization costs will apply.

**Exclusions (Unless Explicitly Stated in KOMPAN Sales Proposal):**

- Stamped engineered drawings/calculations or costs to secure permits are not included, if required these costs will be added as a change order payable to Kompan.
- Demolition and off-site disposal of any existing equipment or site amenities.
- Any sitework, including but not limited to grading, excavation outside playground equipment footing and soils compaction and testing.
- Concrete work outside of play equipment footing requirements.
- Relocation of any existing equipment.
- Any required drainage system for playground area.
- Third party testing of materials and playground installation.
- Site landscaping or trimming of vegetation encroaching within the play equipment and safety zones.
- Play area surfacing and base materials if not noted in KOMPAN proposal.
- Installation of Poured in Place surfacing does not include the use of aliphatic binder, solid or custom colors.
- Site security during Poured in Place surfacing cure time and any vandalism which may accrue during surfacing cure time.
- Borders for play area surfacing containment.
- Any required retaining walls for proposed play area.
- Site storage for equipment.
- Site safety fencing beyond standard four (4’) foot orange construction fencing.
- Utilities site location services and/or relocation of any underground utilities.
- On site dumpster for disposal of shipping containers and general construction debris.
- If applicable, primary electrical service, such as connection of primary power to KOMPANs ICON server box. Primary power is to be terminated within ICON server box by a licensed electrician.

