

The Playground, Shade and Surfacing Depot, LLC

Proposal



200 N. Rufe Snow Drive, Suite 209
 Keller, TX 76248
 (817) 585-4636
sales@playgroundshadeandsurfacing.com

INVOICE NO.
 DATE August 7, 2023
 CUSTOMER ID
 EXPIRATION DATE **September 6, 2023**

BILL TO: City of Keller
 Attn: Cody Maberry
 P.O. Box 770
 Keller, TX 76244
 Office: (817) 743-4002
 Cell:
 Email: cmaberry@cityofkeller.com

SHIP TO: Keller Pointe Park
 (If Different)

OPTION #3
BUYBOARD 679-22

TEAM MEMBER	JOB	PAYMENT TERMS	DUE DATE
Shane Jefferys	Play Structure	TBD	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Playground Environment for 2-5 years & 5-12 years	\$ 146,348.00	146,348.00
	Project includes the following per the attached drawing and rendering: B310397R1		
	2-5 Age & 5-12 Play Super Structures & Swings		
	Includes all CPSC Compliant Wood Fiber for use zone in existing use zone bordered area.		
	Includes removal/disposal of all existing playground equipment in area.		
	Includes standard installation through soil of columns disposing of footer spoils onsite or in customer provided dumpster. Price assumes good access, level ground, construction ready site & excludes excavation of any rock, concrete or other materials below grade.		
	Play Structure Components Include:		
	Powder Coated Steel posts w/ ltd. Lifetime Warranty on support posts & fastening system, 20 yr. ltd on alum. Post caps, 15 yr. ltd on rails, loops & rungs & further warranties on all others parts. Mfg. warranty details will be provided. Mfg. has 52 yrs. Experience & is ISO 9001 & IPEMA Member		
	Note: We recommend for safety & compliance that existing wood fiber use zone be maintained at a minimum depth of 9" compacted at all times. In addition, in compliance with ADA Accessibility Standards, an accessible path must be available. Customer to have any irrigation system turned off prior to install & any irrigation capping or redirection is responsibility of customer. Repair of landscaping and/or sod after construction is the responsibility of the Customer. Must be able to access w/ Bobcat equipment.		
	Excludes sales tax which if required will be added		
	Excludes permitting or fees which should not be required		

To accept this proposal, sign here and return with payment:

_____ Date: _____

SUBTOTAL	\$ 146,348.00
FREIGHT ESTIMATE*	\$3,069.00
8.25%SALES TAX (if applicable)	
TOTAL	\$ 149,417.00

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!

Exhibit A

Terms and Conditions to The Playground, Shade, and Surfacing Depot, LLC, Proposal

This quotation is subject to policies and the following terms and conditions.

Pricing: F.O.B. factory, firm generally for 30 days from date of quotation. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Any approved returns subject to a 30% restocking fee. Credit Cards subject to a 3% fee.

Shipment: Orders generally ship within 10-16 weeks after receipt & acceptance of your order, color selections, approved submittals & receipt of payment. Custom orders may be longer.

***Freight charges:** We make every effort to provide accurate freight prices, however, these are estimates and additional charges may apply.

Taxes: State and local taxes, if applicable, will be added at time of invoicing unless a tax-exempt certificate is provided at the time of order entry.

Receipt of goods IF Self-Installed: Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment. **Driver WILL NOT unload trailer and a forklift may be needed to unload equipment depending on size of order.**

Exclusions: Unless specifically included, this quotation excludes all site work & landscaping; removal of existing equipment; acceptance of equipment & off-loading; storage of goods prior to installation; equipment assembly & installation; safety surfacing; borders & drainage provisions, Davis Bacon Wages, Bonds of any type.

Customer is responsible for all permits should they be required. Customer will be financially responsible for additional cost for Permits, Engineer Stamped Drawings, etc. if required for permitting. Customer responsible for proper drainage of site. Unless otherwise noted, all trash & pallets disposed onsite in customer provided dumpster. Security of site or materials is not provided.

Installation: Shall be by a Certified Installer. Customer shall be responsible for scheduling coordination and site preparation. Pricing assumes level grade less than 2% slope & allow installation equipment access min. 7'W. Purchaser shall be responsible for additional costs to repair, replace or relocate unknown conditions such as buried utilities, tree stumps, bedrock, lines such as irrigation, drainage, sewer or other slow-moving utilities or any concealed materials or conditions that may result in additional labor or material costs. Unless otherwise noted, footer spoils spread onsite. Repair of landscaping and/or sod after construction is the responsibility of the Customer. Customer to have any irrigation system turned off prior to install & any irrigation capping or redirection is responsibility of customer. For shade & shelter, footing designs based on 1500PSF soil bearing pressure. Unless otherwise specified, water & electricity to be provided by Customer.

Differing Site Conditions: The Playground, Shade, and Surfacing Depot, LLC ("PSSD") is not responsible for the physical conditions such as ground condition and drainage to any site addressed herein. Customer agrees to indemnify and hold harmless PSSD and its employees, agents, directors, and representatives harmless against all claims, damages, losses, costs, expenses, court costs, and attorney's fees arising out of any claims, damages, losses, or other costs resulting from site conditions relating to any physical conditions of the site.

Warranty Against Defective Work: For one (1) year or the period of any applicable statute of limitation or repose, PSSD unconditionally warrants that all work shall: (a) conform to and comply with the proposal; (b) be free from any defects or deficiencies in workmanship or materials; (c) and comply with the requirements of all applicable governing authorities, laws, regulations, ordinances, and any applicable standards.

Transfer of Manufacturers' Warranties: PSSD shall furnish, transfer and assign all warranties, relevant product information, and any guarantees that are provided by manufacturers on components of the work, including any equipment, and shall furnish all certificates required by any third parties (such as any municipality). These warranties, guarantees, and certificates are in addition to all other warranties or obligations of PSSD provided by law or otherwise herein this Agreement and shall not limit or reduce any applicable statutes of limitation.

Purchase Money Security Interest: As collateral security for the payment of the purchase price of goods or materials in full of all the obligations of PSSD under this Agreement, Customer hereby grants to PSSD, a security interest in and

to all of the right, title and interest to and under the goods or materials purchased for the Work, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof. Customer hereby agrees that such goods and materials shall be subject to a PSSD lien for any nonpayment.

DISCLAIMER AND WAIVER OF WARRANTY. THE PRODUCTS ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND NOT SPECIFICALLY INCLUDED HEREIN, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE PRODUCT WILL BE FREE FROM DEFECTS OR THAT OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED. YOUR USE OF THE PRODUCT IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. CUSTOMER HEREBY AGREES THAT, EXCEPT FOR ANY EXPRESS WARRANTIES UNDER THIS AGREEMENT, CUSTOMER HEREBY WAIVES ANY OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AS TO PSSD.

INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD PSSD AND ITS RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS AND INSURERS (INDIVIDUALLY OR COLLECTIVELY “INDEMNITEE”), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS OR OTHER LITIGATION, ACTIONS, CAUSES OF ACTION, OR OTHER LIABILITIES, OF EVERY KIND AND CHARACTER (INCLUDING ALL COSTS THEREOF, REASONABLE SETTLEMENT AMOUNTS, ATTORNEYS’ FEES, AND INTEREST), WHETHER ASSERTED BY CUSTOMER OR ANY THIRD PARTY ON ACCOUNT OF BODILY OR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF TANGIBLE OR INTANGIBLE PROPERTY INCLUDING THE LOSS OF USE THEREOF IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH: (a) A BREACH OF ANY OBLIGATIONS OF CUSTOMER SET FORTH IN THIS AGREEMENT; (b) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF CUSTOMER OR ANY OF ITS EMPLOYEES, PERSONNEL, AGENTS, OR INVITEES REGARDLESS OF WHETHER CAUSED IN PART BY INDEMNITEE; (c) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF CUSTOMER, ITS EMPLOYEES, PERSONNEL, AGENTS, OR INVITEES IN THE USE OF THE PRODUCT; AND (d) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF CUSTOMER WHEN PERFORMING A SELF-INSTALLATION. CUSTOMER’S DUTY TO DEFEND IS A SEPARATE, DISTINCT, AND INDEPENDENT OBLIGATION FROM ITS DUTY TO INDEMNIFY AND IS TRIGGERED IMMEDIATELY WHEN ANY CLAIM, DEMAND, OR OTHER ASSERTION OF LIABILITY IS MADE AGAINST INDEMNITEE. THE DEFENSE DUTY IS TRIGGERED BY ALLEGATIONS IN A LAWSUIT OR OTHER SIMILAR ACTION, REGARDLESS OF WHETHER THEY ARE GROUNDLESS, FALSE OR FRAUDULENT, OR ALTERNATIVELY BY ANY FACTS EXTRINSIC TO THE ALLEGATIONS NOT PLED, OR NOT PLED WITH SPECIFICITY, BY THE CLAIMANT. CUSTOMER MUST DEFEND INDEMNITEE EVEN WHERE THE ALLEGATIONS AGAINST INDEMNITEE ARE AMBIGUOUS OR INCOMPLETE WITH RESPECT TO THE ISSUE OF A DUTY TO INDEMNIFY, WITH ALL DOUBTS RESOLVED IN FAVOR OF TRIGGERING CUSTOMER’S DUTY TO DEFEND. ONCE THE DUTY TO DEFEND IS TRIGGERED, CUSTOMER IS OBLIGATED TO DEFEND THE ENTIRE ACTION, LAWSUIT, ARBITRATION, OR OTHER LITIGATION.

To accept this Exhibit A: Terms and Conditions to The Playground, Shade and Surfacing Depot, LLC, Proposal (“Proposal”), please sign below and return with the attached Proposal.

AGREED:

Printed Name:

Date