



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



Date 11/06/19
Expiration Date 12/31/19
Proposal No. SP70271
Project Cross Hill Academy
Ship to State/Zip NY 10703
Customer Service Representative Shannan Ruiz
Sales Representative Jeff Stowe
Payment Terms DEP50%&N30

Site Location: 750017

Cross Hill Academy
 160 Bolmer Avenue
 Yonkers, 10701
 United States

Invoice-to: 750017

Yonkers Public Schools
 One Larkin Plaza
 Yonkers, NY 10701
 United States
 Bela Hershkowitz

Ship-to:

Cross Hill Academy
 160 Bolmer Avenue
 Yonkers, NY 10703
 United States

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
U.S. Communities Contract #2017001135						
1	PCE210500-0902	RAINER,IG	42,880.00	42,880.00	20.00	34,304.00
1	PCE105200-0603	ORIGINATOR,IG	31,330.00	31,330.00	20.00	25,064.00
1	FRE3024-3717	BASKET, Metal,IG	1,700.00	1,700.00	20.00	1,360.00
1	PCM000608-0606	MANIPULATIVE PLAY PANEL, Lime Green, Steel Posts IG	1,810.00	1,810.00	20.00	1,448.00
1	M21101-3417P	AGE APPROPRIATE SIGN,IG 2-5 Years, IG 60 cm	440.00	440.00	20.00	352.00
1	M21102-3417P	AGE APPROPRIATE SIGN, IG 5-12 Years, IG 60 cm	440.00	440.00	20.00	352.00
1	FRT-KOMPAN INC	Freight from KOMPAN Inc	3,390.26	3,390.26		3,390.26
1	CUSTOMINSTALL	Install of KOMPAN Equipment through asphalt includes disposal.	25,109.54	25,109.54	5.00	23,854.06
1	CUSTOM- SURFACI	Provide and install 3000sf of PIP, up to 3.5" for up to an 8' fall, over existing asphalt,	57,584.62	57,584.62	10.00	51,826.16
Continued on page 2.....						141,950.48

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includes disposal and security.

141,950.48

Total	141,950.48
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Comments:

Please read attached General Assumptions and Exclusion document for information on install/sitework.
Please allow 12-14 weeks for product delivery upon order placement.
This proposal includes Prevailing Wage.

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	78,600.00	15,720.00	62,880.00
Subtotal - Other Products	0.00	0.00	0.00
Subtotal - Surfacing	57,584.62	5,758.46	51,826.16
Subtotal - Installation & Other Services	25,109.54	1,255.48	23,854.06
Subtotal - Freight	3,390.26	0.00	3,390.26
Subtotal	164,684.42	22,733.94	141,950.48

(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
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Total	141,950.48
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<p>Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged. Acceptance of this proposal by KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good for 60 days.</p> <p>This proposal may be withdrawn if not accepted by 12/31/19.</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.