



# SALES PROPOSAL



KOMPAN, INC. \* 605 W Howard Lane Ste 101, Austin, TX 78753 \* Tel 1-888-579-8223 \* Fax 1-888-579-8224 \* www.kompan.com



**Date** 11/27/18  
**Expiration Date** 12/31/18  
**Proposal No.** SP61863  
**Project** Tolleson Park  
**Ship to State/Zip** GA 30080  
**Customer Service Representative** EliLan  
**Sales Representative** Sonja Jackson  
**Payment Terms** DEP50%&N30

**Site Location:** 260052  
 Tolleson Park  
 3515 McCauley Rd.  
 Smyrna, 30080  
 United States

**Invoice-to:** 260052  
 City of Smyrna Parks  
 and Recreation Department  
 200 Village Green Circle  
 Smyrna, GA 30080  
 United States  
 rgarland@smyrnacity.com

**Ship-to:**  
 Tolleson Park  
 3515 McCauley Road  
 Smyrna, GA 30080  
 United States  
 rgarland@smyrnacity.com

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
		U.S. Communities Contract #2017001135				
1	GXY953020-3717	EMERIDO - NIGHT SKY BLUE, IG 90 CM IG	94,660.00	94,660.00	10.00	85,194.00
1	KSW926-CUSTOM	KSW926 CUSTOM 20040628 3 Bay, 3 Basket Swing	10,000.00	10,000.00	10.00	9,000.00
1	FRT-TX	Freight Austin TX	2,156.00	2,156.00		2,156.00
1	CUSTOMINSTALL	Installation of KOMPAN Equipment Site Prep	28,741.25	28,741.25	5.00	27,304.19
330	SITWORK	ESC Fencing	5.38	1,776.92	5.00	1,688.07
1	SITWORK	Misc Supplies	384.62	384.62	5.00	365.39
1	SITWORK	Playground/Site Demo/ Haul Away	5,384.62	5,384.62	5.00	5,115.39
4	SITWORK	ESC Removal/BMP Install/Stabilization	461.54	1,846.15	5.00	1,753.84
1	SITWORK	Site Grading/Playground installation	3,076.92	3,076.92	5.00	2,923.07
130	SITWORK	18" Modified French Drainline	27.69	3,600.00	5.00	3,420.00
3	SITWORK	12" NDS Catch Basin	115.38	346.15	5.00	328.84
Continued on page 2.....						139,248.79

		Continued from page 1.....				139,248.79
440	SITEWORK	Stone Retaining Wall/Seat/w Stone Cap	76.00	33,440.00	5.00	31,768.00
35	SITEWORK	Stone Steps	73.85	2,584.62	5.00	2,455.39
105	SITEWORK	Concrete Walk with Light Broom Finish	10.00	1,050.00	5.00	997.50
1	SITEWORK	Construction Administration	5,795.77	5,795.77	5.00	5,505.98

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**Total** **179,975.66**

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**Comments:**

Please read attached General Assumptions and Exclusion document for information on install/sitework.  
Please allow 8-10 weeks for product delivery upon order placement.

**Summary:**

	<b>Retail Price</b>	<b>Discount</b>	<b>Net Price</b>
Subtotal - KOMPAN Products	104,660.00	10,466.00	94,194.00
Subtotal - Other Products	0.00	0.00	0.00
Subtotal - Surfacing	0.00	0.00	0.00
Subtotal - Installation & Other Services	88,027.02	4,401.36	83,625.66
Subtotal - Freight	2,156.00	0.00	2,156.00
<b>Subtotal</b>	<b>194,843.02</b>	<b>14,867.36</b>	<b>179,975.66</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

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**Total** **179,975.66**

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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 12/31/18.</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 delivered to the project address identified in KOMPANs Sales Proposal (SP).
- 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.
- 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.

- 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.
- 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.
- 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.