



QUOTATION - NJPA CONTRACT

To: City of Edina
4801 50th St.
Edina, MN 55424

Date: August 1, 2016

Contact: Susan Faus
Phone: 952-927-8861

Project: Weber Park

Cell:
Fax:
Email: sfaus@Edinamn.gov

We are pleased to provide the following quotation on items supplied by **Little Tikes Commercial Play Systems**

<u>Qty.</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1		Little Tikes Custom Kid Builder for 5 -12 Year Old Area. Includes: Maxplay 4 Unit Swing, 1- Wobble Sphere, Team Swing, Stand & Spin and Sign. Installation included.		\$54,523.00
1		Little Tikes Custom PlayBuilder for 2-5 Year Old Area. Includes: 2-5 Sign and 2 - 6' Vinyl benches w/ back. Installation included.		\$19,380.00
310	Cu.Yds.	Woodfiber Resilient Surfacing - installed		\$7,386.00
13		Rubber swing and slide mats installed		\$2,856.00
150	L/F	New 5' Wide Accessible Concrete Sidewalk and 38' L/F of new concrete border to expand the existing play area site. Includes: Removing existing concrete curb, and excavating 770 sq.ft. for the new expansion area.		\$15,855.00

Restoration around new 5' sidewalk by city staff.
Removal of existing pea gravel resilient surfacing by city

* Above based on Manufacturer's Standard Warranty

Sub Total	\$100,000.00
Freight	Included
Tax 6.875%	Not Included
Total	\$100,000.00

IMPORTANT INFORMATION:

- ◆ Quotation is valid for: 30 Days
- ◆ Freight based on shipment to Edina, MN
- ◆ Shipment can currently be made in 3 - 4 Weeks upon order entry
- ◆ Terms: 30 Days Net Invoice.
- ◆ Pricing based on above quantities – any changes may require a revised quotation.
- ◆ **Orders will be placed upon receipt of a Purchase Order or your signed acceptance of this quotation.**
- ◆ **Make Purchase Orders to PlayPower LT Farmington – P.O. Box 204713 – Dallas, TX 75320-4713**

Thank You!

Northland Recreation, LLC

Mike Dorsey

Project Manager

ACCEPTED BY: _____

DATE: _____



Little Tikes Commercial and Northland Recreation, LLC. greatly appreciates your consideration of our proposal. If it is your desire to purchase any or all of the items listed in this proposal, we kindly ask that you sign your acceptance on both pages of this quotation and complete the following information to insure timely and accurate order entry.

Bill to address: (if different from quote)

Ship to address: (if different from quote)

Delivery Contact:

Phone Number(s):

Desired Delivery Date: _____

* Please Note: Many factors are involved in the manufacturer's actual ship dates. We will make every attempt to accommodate your preferred date.

Purchase Order # (if applicable): _____

* Please Note: Purchase orders to be made out to **PlayPower LT Farmington, Inc.**

Is this project exempt from sales tax? _____

* If **YES**, please include a completed **Certificate of Exemption**

Color Selections (if applicable):

Additional Comments:

Terms:

- ☐ I / We understand that all accounts are payable to PlayPower LT Farmington Inc. according to the terms shown on each invoice, and if not paid on or before said date, are then delinquent. I / We agree to pay any and all service charges added each month to past due invoices. Terms are Net 30 days upon delivery with approved credit.
- ☐ Unless notified in writing to the contrary, all charges are due and payable in full at:
PlayPower LT Farmington, Inc. – P.O. Box 204713 – Dallas, TX 75320-4713
- ☐ Credit approval may be required to complete this order.
- ☐ Additional charges may apply for applicable sales tax, extra unloading time, incorrect delivery addresses, and/or cancellation of delivery without 24 hours prior notice.
- ☐ The Terms and Conditions of this signed quotation shall prevail over any inconsistent terms and conditions of a purchase order, contract and / or confirmation related to this project.

ACCEPTED BY: _____

DATE: _____

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington ("PPLT"). To submit this offer, please sign below and forward a complete signed copy of this Quote to Northland Recreation, LLC. or directly to PPLT Sales Administrator (fax: 573-760-7454 or outdoordes@ltcps.com). Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via authorized carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at **PlayPower LT Farmington, Inc. P.O. Box 204713 – Dallas, TX 75320-4713**, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted by

Printed Name & Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PPLT.

Submitted by

Printed Name & Title

Date

ADDITIONAL TERMS & CONDITIONS OF SALE:

1: Use & Maintenance: Customer agrees to regularly inspect and maintain Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2: Default, Remedies & Delinquency Charges: Customer's failure to pay any invoice when due, or its failure to otherwise comply with the Terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist its repossession of the Equipment and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any cost of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3: Limitation of Warranty / Indemnity: PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF A CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNERS'S MANUAL AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4: Restrictions: Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5: Purchase Money Security Interest: Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6: Choice of Law and Jurisdiction: All Agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7: Title; Risk of Loss; Insurance: PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8: Waiver; Invalidity: PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9: Entire Agreement; Amendment; Binding Nature: This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the Terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10: Counterparts; Electronic Transmission: This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and

retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.