**QUOTE** # TLRQ3015-05 Joe Dimaggio **PROJECT NAME** 



Bill to:

**Karl Chuck** City of Hollywood **Park & Recreation Department** 1405 South 28 Ave. Hollywood, FL 33022 954-921-3404 kchuck@hollywoodfl.org

Ship to:

Top Line Recreation Inc. 2922 Howland Blvd, Suite 3, Deltona, FL 32725

**Karl Chuck** City of Hollywood Joe DiMaggio Park 1001 Three Island Blvd. Hollywood, FL 33021 954-921-3404

kchuck@hollywoodfl.org

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Vivian Figueroa	NET 30	Jun 18, 2019	Jul 31, 2019

		DESCRIPTION	UNIT PRICE	TOTAL PRICE
	•	Joe Dimaggio Park - Option 1 -134-117851-2		
1	PH1 NUIN 2860	Phase 1 - BCI Burke - NUIN 2860	\$26,872.00	\$26,872.00
		7.0% Discount per Osceola County Schools Contract		-\$1,881.04
1	PH2 IN 2859	Phase 2 - BCI Burke - IN 2859	\$31,369.00	\$31,369.00
		7.0% Discount per Osceola County Schools Contract		-\$2,195.83
1	PH3FIT	Phase 3 - BCI Burke Fitness Equipment	\$29,299.00	\$29,299.00
		7.0% Discount per Osceola County Schools Contract		-\$2,050.93
1	PH4BASICS	Phase 4 - BCI Burke Basics Equipment *Swings/Comet/Benches/Litter Containers/Tables	\$12,815.00	\$12,815.00
		7.0% Discount per Osceola County Schools Contract		-\$897.05
1	DISC	Discount	-\$9,688.00	-\$9,688.00
1	ENG1	FL Professional Engineer Sealed Drawings and Calculations	\$2,625.00	\$2,625.00
1	FREIGHT	Shipping/Handling - Hollywood, FL 33009 - Playground	\$7,675.00	\$7,675.00
1	TPG	Installation of 134-117851-2 Burke Play Equipment (Phase 1-4) *This does not include services for any unforeseen/unusual site conditions. Any additional work required to complete construction may result in additional charges unless quoted otherwise.	\$31,707.32	\$31,707.32

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		Surfacing - ForeverLawn Academy Playground Grass (Play Area Only)		
4,620	FOREVERLAWN	SF ForeverLawn Academy Playground Grass with Safety Foam Pad. 3" of gravel base is included. Initial grading and excavation not included. Thickness: 3" Color: Standard Green	\$17.93	\$82,836.60
		5.0% Discount per Osceola County Schools Discount		-\$4,141.83
1	FREIGHT	Shipping/Handling - Hollywood, FL 33009 - Turf	\$1,948.19	\$1,948.19
		Shade System - Mega Span		
1	R365414	Mega Span Rectangle Shade System 36' x 54' x 14' High - PIER MOUNT *Quoted as R405508	\$29,550.00	\$29,550.00
		25.0% Discount per Osceola County Schools Contract		-\$7,387.50
1	ENG2	FL Professional Engineer Sealed Drawings and Calculations	\$112.00	\$112.00
1	FREIGHT	Shipping/Handling - Hollywood, FL 33009 - Shade	\$2,170.00	\$2,170.00
1	TPG	Installation of R365414 Mega Span Shade - Pier Mount / Spread Footers *This does not include services for any unforeseen/unusual site conditions. Any additional work required to complete construction may result in additional charges unless quoted otherwise.	\$24,096.39	\$24,096.39
		Additional Services		
1	TPG	Remove and Dispose or Existing Play Equipment, Shade Structures, Fitness Equipment & Apprximately 4400 SF Turf.	\$16,463.41	\$16,463.41
1	TPG	Dumpster	\$1,000.00	\$1,000.00
1	TPG	Container for Storing Equipment on Site During Installation *The Playground Guys / Top Line Recreation are not responsible for site security. *Charge is for 30 days additional months @ \$550.00 per month. (Fee is for 1 container only additional containers will require additional fees)	\$1,000.00	\$1,000.00
1	SPECINSPEC	Special Inspection - If Needed	\$700.00	\$700.00
1	TLRC	Top Line Courtesy Discount	-\$13,000.00	-\$13,000.00
		*This does not include the cost of the actual permit; to be billed on final invoice upon completion. *If your jurisdiction requires erosion control and/or ADA walkways above our scope of work stated there will be an additional charge for these added services. *Surfacing for Fitness Equipment - Not Included		
			SUBTOTAL	\$260,996.73
			TAX RATE	
			SALES TAX	\$0.00
			TOTAL	\$260,996.73

Please contact me if I can be of further assistance.



#### 2922 Howland Blvd, Suite 3 Deltona, FL 32725 386-789-4508 / 888-909-0549 Fax 800-921-4509 Toll Free info@toplinerec.com

Client:

General Terms:

Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the manufacturer and all resulting charges will be applied to your account.

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

#### **Installation Terms:**

Standard Services Include:

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
- -Moving New Equipment to Job Site

- Layout of Equipment
- Installation of Equipment and Materials Per Manufacturer's Instructions
- Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
  - Post-Installation Walk Through
  - Maintenance Explanation

Customer Responsibilities (Applicable if Top Line Recreation, Inc is NOT installing):

- Trash Disposal Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) \$500.00 Charge will Apply if Customer Wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.
- Provide Access as Outlined below.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):

- Removal of Existing Equipment.
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

\*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

#### **Building permits**

Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on last invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

#### Other Notes:

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

If a special inspection is required, an additional fee of \$700.00 will be added to the final invoice.

Acceptance Signature	_ Date	P.O. #
Tax Exempt No		

# Why choose **Shade Systems**™?

#### ✓ Turn-N-Slide<sup>™</sup> Easy Fastening System

- Makes it easy to remove and re-attach the fabric canopy for the winter season or in case of severe storm such as hurricanes (most other shade companies' products are permanent and require professional installers to remove and re-install the canopy).
- Only patented and time-tested system of its kind in continuous use nationwide since 2003
- See our demonstration video at: http://shadesystemsinc.com/turnslide/turn-n-slide-video/



#### ✓ One-Point 'Sail' Attachment System

- No need to thread messy cables each corner of the Sail fabric canopy features a stainless steel bracket with just one tensioning bolt to easily attach or remove the canopy. Cables are permanently concealed in the hems and terminate in the stainless steel bracket you never have to touch them!
- See our demonstration video at: http://shadesystemsinc.com/sails/sails-video/



## Extensive use of stainless steel for maximum corrosion resistance

- · All stainless steel hardware
- All stainless steel cables

#### ✓ 100% U.S. made -All under one roof in our Florida factory!

 Watch our 5-minute Factory Tour video: http://shadesystemsinc.com/about-us/factory-tour-video/

### ✓ Most comprehensive warranties in the industry

20 yrs on metal frames against rust-through corrosion10 yrs on CoolNet™ shade fabric against deterioration

**10** yrs on CoolNet<sup>™</sup> stitching thread against deterioration

10 yrs on Turn-N-Slide<sup>™</sup> Easy Fastening System

(And none of the above warranties are pro-rated!)

Shade Systems, Inc.

4150 SW 19th Street

Ocala, FL 34474

#### ✓ Fire Rated

 CoolNet<sup>™</sup> Shade Fabric is treated with fire retardants, and passes the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol. Ask for a copy of the test results.

#### ✓ Maximum U.V. protection

- Up to 99% U.V. screening protects against sun overexposure
- Reduces temperatures by up to 15-20 degrees
- Extends the life of playground equipment and other property underneath





#### **LIMITED WARRANTY**

Effective 12/1/10

Shade Systems, Inc. warrants that the equipment sold will conform in kind and quality to the specifications listed in the Order Acknowledgment and will be free of defects in workmanship or materials. Shade Systems further warrants:

- LIMITED 20 YEAR WARRANTY on all upright posts and support structure frames against failure due to rust-through corrosion. This warranty excludes any cosmetic issues.
- LIMITED 10 YEAR WARRANTY on all CoolNet<sup>TM</sup> fabrics, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, mold, and mildew, as well as on Turn-N-Slide<sup>TM</sup> fastening device. This warranty excludes fading or failure of fabric due to chemical erosion or flying or falling objects.
- LIMITED 3 YEAR WARRANTY on all WeatherNet<sup>TM</sup> fabrics and threads against degradation, cracking or
  material breakdown resulting from ultra-violet exposure, mold, and mildew. This warranty excludes fading or
  failure of fabric due to chemical erosion or flying or falling objects.
- LIMITED 1 YEAR WARRANTY for structural failure of moving parts, powder-coated finish, or any other product or part not covered by one of the above warranties.

All above warranties commence on the date of the Seller's invoice.

Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such non-conformity at the sole option of the Seller either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, transportation or its associated costs to return to Seller's factory parts to be replaced or repaired, or the installation of any replacement part or parts. Replacement parts will be warranted for remainder of original warranty.

This Warranty is exclusive and in lieu of all other warranties, whether express or implied, including but not limited to any warranty of merchantability or of fitness for a particular purpose. The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting the agreement.

The warranty stated above is valid only if the structures are erected in conformity with the layout plan and/or installation instructions furnished by the Seller; have been maintained and inspected in accordance with the Seller's instructions and other normal and prudent practices; have been subjected to normal use for the purpose for which the goods were designed; have not been subjected to misuse, negligence, vandalism, or accident; have not been subjected to additional or substitution of parts; and have not been modified, altered, or repaired by persons other than the Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of structures.

To make a claim, send your written statement of claim, along with the original invoice number to: Shade Systems, Inc. • 4150 S.W. 19 Street • Ocala, FL 34474