



PlayPower LT Farmington, Inc.  
878 E. US Hwy 60  
Monett, MO 65708  
1-800-325-8828

QUOTE: R0324230184  
CUSTOMER: Kau123  
Project: R0324\_45033447973\_08

**Customer:** LaFollette Park Playground

Terri Vosters  
City of Kaukauna  
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Kaukauna, WI 54130  
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**Prepared by:**

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Quote Number: R0324230184  
Quote Date: 4/19/2023  
Valid For: 30 Days From Quote Date

## LaFollette Park Playground 5-12 Structure

Product line: KidBuilders  
Age group: 5-12

Supply and installation of a Little Tikes Commercial Kid Builder play structure as shown on the plan. The structure features 4 slides, 6 climbers, two deck to deck climbers, an elevated play panel, 3 ground level play panels, and an overhead challenge that links to 2 ground level climbers and an additional overhead challenge. The play area also features a team raft swing and 2 belt seats.

The supply and installation of two Premier Polysteel 6' expanded metal benches is also included for around the playground area.

### Components

Part Number	Description	Qty
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1
200013795	KB 10' GALV POST WITH CAP	2
200013798	KB 136" GALV POST WITH CAP	2
200013810	KB 148" GALV POST WITH CAP	1
200013813	KB 4165/164" GALV POST WITH CAP	2
200025141	PANEL SEVEN STATION PLAY FACTORY F/KB	1
200069058	KB 213"/5410MM GALV POST W/CAP	7
200092591	STEPPING STONES F/KB	1
200127139	KB 164" GALV POST F/ARCH (2002)	1
200127141	KB 186" GALV POST F/ARCH (2002)	4
200200164	KB 1422MM SGL. WAVE SLIDE	1
200200187	KB DK/DK PLATE 8"/205MM (FACES)	4
200200193	KB LONG DK/DK PLATE 8"/203MM (FACES)	1
200200194	KB LONG DK/DK PLATE 12"/305MM (FACES)	1
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1
200201866	KB SWOOSH ROOF F/SWAG POSTS	1
200202105	KB 96" HYPERSONIC SLIDE	1
200202397	KB RECYCLED TREEHOUSE SAFETY PANEL	1
200202452	KB RECYCLED TREEHOUSE SNAKE POLE 36"	1
200202472	KB RECYCLED TREEHOUSE POD CLIMBER 96"	1
200202501	KB DECK 1/2 SQUARE SMALL HOLE 11GA	4
200202503	KB DECK SQUARE SMALL HOLE 11GA	3
200202504	KB DECK TRIANGLE SMALL HOLE 11GA	3
200202551	KB TRANS STAT 812 SFTY RL (SM HL)11GA	1

4/21/2023

200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	2
200202836	ASSY TOT SEAT F/8' SWING W/CHAIN	1
200202838	RAFT SWING	1
200202884	NRG FREESTYLE 3 UP HUB	1
200202885	NRG FREESTYLE HOOPLA ALLEY	1
200202887	NRG FREESTYLE SOLO POD	1
200202890	NRG FREESTYLE RING TREK	1
200202892	NRG FREESTYLE LOOP RAIL	1
200202895	NRG FREESTYLE RAIL TO KB	1
200202989	NRG FREESTYLE 2 UP HUB	1
200203117	NRG FREESTYLE SIDESTEP INF SPOKE	1
200203124	KB QUANTUM II SLIDE 8' SPIRAL LEFT	1
200203316	KB SWITCHBACK CLIMBER 96"	1
200203318	KB CYLINDER CLIMBER 64"	1
200203328	KB WAVE SLIDE 72" W/2014 HOOD	1
200203381	KB DIAMOND ROOF BENT POST	1
200203433	INCLUSIVE SWING SEAT W/CHAINS 8'	1
200203435	KB ALEX'S LEMONADE STAND PANEL	1
200203448	KB CULVERT CLIMBER 32"	1
200203457	KB TRAIL CLIMBER 48"	1
200203592	KB CRAZY CURTAIN CLIMB	1
200203635	PANEL REACH SIMON SAYS F/KB	1
200203655	KB NU-EDGE STEEL CURVED BEAM ROOF	1
200203687	KB STAX EXT DK2DK CLIMB	1
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	2
LT0942	3.5" 2 SEAT ARCH SWING W/AW	1
LT0944	3.5" 2 SEAT ARCH SWING ADD-A-BAY W/AW	1
P1057	PREMIER POLYSTEEL EXPANDED STEEL 6' BENCH	2

## LaFollette Park Playground 2-5 Structure

Product line: KidBuilders

Age group: 2-5

Supply and installation of a Little Tikes Commercial Kid Builder structure as shown on the plan. The structure features 2 slides and two climbers. The play area also features a solo spinner, a Tot Builder garden wall with play panel insert, a tot swing seat and an inclusive swing seat.

### Components

Part Number	Description	Qty
200013798	KB 136" GALV POST WITH CAP	2
200127137	KB 136" GALV POST F/ARCH (2002)	1
200127140	KB 176" GALV POST F/ARCH (2002)	4
200201307	KB STEPS DK/DK 406MM W/SFTY RL(SM.HOLE)	1
200201866	KB SWOOSH ROOF F/SWAG POSTS	1
200201870	SOLO SPINNER	1
200202400	KB RECYCLED TREEHOUSE CURLY CLIMB 48"	1
200202418	KB 815MM(32") JUNGLE CLIMB	1
200202503	KB DECK SQUARE SMALL HOLE 11GA	1
200202504	KB DECK TRIANGLE SMALL HOLE 11GA	1
200202551	KB TRANS STAT 812 SFTY RL (SM HL)11GA	1
200203326	KB WAVE SLIDE 48" W/2014 HOOD	1
200203381	KB DIAMOND ROOF BENT POST	1
200203389	KB DBL WIDE SLIDE W/SLALOM HOOD (48")	1
200203477	ACTIVITY PANEL A-MAZE-ING INSERT	1
LT0888ING	TOT BUILDERS SENSORY GARDEN WALL SGL SD	1

## Safety Surfacing

Supply and installation of approximately 5,370 square feet of poured in place rubber at a depth of 3.5" for an 8' fall height. The surfacing will be 50% standard color and 50% black and can have simple a geometric pattern. This pricing also includes the installation of a compacted stone base within the playground area. Excavation, concrete sidewalk and brining in drain tile to the area is not included and should be considered by owner.

### Totals:

Equipment Cost with Installation:	\$158,774.00
Surfacing w/ Stone Base with Installation :	\$141,226.00
Estimated Sales Tax*:	Exempt
Freight:	Included
<b>Grand Total:</b>	<b>\$300,000.00</b>

### Please Note:

-Little Tikes Commercial currently has a 33 week lead time from the date the order is placed. With our current lead time and our current installation schedule for fall of 2023, we will not be able to install the playground until spring of 2024 if awarded the contract. We understand that there is a required completion date of June 15<sup>th</sup>, 2024.

**\*\*The above listed pricing does not include site preparation including excavation, the installation of the concrete sidewalk or curb, tree removal with stump, or drain tile to the playground site. That should all be considered by owner.**

**\*\*The above pricing does include the costs for a performance and payment bond.**

**\*\*Prevailing wages were not included in the above-listed price and would be considered an additional cost.**



### Component Accessibility Chart

Drawing Name:	LaFollette Park- Kaukauna, WI
Project Number:	R0324_45033447973

Age Group: 5-12			
Elevated Play Activities Total:	15		
Elevated Play Activities Accessible By Transfer:	8	Req'd:	8
Elevated Play Activities Accessible By Ramp:	0	Req'd:	0
Ground Level Activity Type:	7	Req'd:	3
Ground Level Quantity:	9	Req'd:	5

Description	Elevation	Access	Type of Play	Qty
70 74 SGL WIDE SLD KB W	Elevated	Transfer	SLIDE-A	1
96" HYPERSONIC SLIDE F/KB	Elevated	None	SLIDE-A	1
CURTAIN CLIMBER W/WIRE ENCL	Elevated	Transfer	CLIMBER-I	1
PLAY STAX DK 2 DK CLIMBER	Elevated	Transfer	CLIMBER	1
CYLINDER CLIMBER W/WIRE ENCL	Elevated	Transfer	CLIMBER-B1	1

KB CULVERT CLIMBER 32"	Elevated	Transfer	CLIMBER-D	1
KB QUANTUM II SPIRAL SLIDE LEFT	Elevated	None	SLIDE-A	1
KB SWITCHBACK CLIMBER 96"	Elevated	None	CLIMBER-I1	1
KB TRAIL CLIMBER 48"	Elevated	Transfer	CLIMBER-D	1
KB TREEHOUSE POD CLIMBER 96"	Elevated	None	CLIMBER-B	1
KB TREEHOUSE SNAKE POLE 36"	Elevated	None	CLIMBER-B	1
NRG FREESTYLE LOOP RAIL	Elevated	None	OVERHEAD-A	1
PANEL SEVEN STATION PLAY FACTORY F/KB	Elevated	Transfer	PANEL-R	1
SLIDE WAVE KB 1422 MM/56" KB	Elevated	Transfer	SLIDE-A	1
STEPPING STONES F/KB	Elevated	None	BALANCE-D	1
Belt ~ Standard Beam 8'	Ground	Ground	SWING	2
KB ALEX LEMONADE STAND	Ground	Ground	PANEL-C	1
NRG FREESTYLE HOOP ALLEY	Ground	Ground	BALANCE-A1	1
NRG FREESTYLE RING TREK	Ground	Ground	OVERHEAD-D	1
NRG FREESTYLE SIDESTEP INFINITY SPOKE	Ground	Ground	CLIMBER-N2	1
PANEL SEVEN STATION PLAY FACTORY F/KB	Ground	Ground	PANEL-R	1
PANEL REACH SIMON SAYS F/KB	Ground	Ground	PANEL-A	1
TEAM RAFT UP	Ground	Ground	SWING	1

#### Age Group: 2-5

Elevated Play Activities Total:	4		
Elevated Play Activities Accessible By Transfer:	4	Req'd:	2
Elevated Play Activities Accessible By Ramp:	0	Req'd:	0
Ground Level Activity Type:	3	Req'd:	1
Ground Level Quantity:	5	Req'd:	1

Description	Elevation	Access	Type of Play	Qty
KB 815MM (32") JUNGLE CLIMBER	Elevated	Transfer	CLIMBER-R	1
KB TREEHOUSE CLIMBER CURLY 48"	Elevated	Transfer	CLIMBER-B	1
SLIDE DBL.WD. 1220 MM/48" KB	Elevated	Transfer	SLIDE-A	1
SLIDE WAVE KB 1220 MM/48" KB	Elevated	Transfer	SLIDE-A	1
MC GARDEN WALL 1	Ground	Ground	MANIPULATIVE_EQUIP	2
SOLO SPINNER	Ground	Ground	BALANCE-G	1
Inclusive Seat ~ 8'	Ground	Ground	SWING	1
Tot ~ Standard Beam 8'	Ground	Ground	SWING	1

Make Purchase Orders Out To:  
PlayPower LT Farmington, Inc.  
Remit Purchase Orders To:  
PlayPower LT Farmington, Inc.  
Attention: Sales Administration

Make Checks Payable To:  
PlayPower LT Farmington, Inc.  
Remit Checks To:  
PlayPower LT Farmington  
PO Box 734155

NOTE:

\* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.

Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email [outdoordes@LTCPS.com](mailto:outdoordes@LTCPS.com). Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

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 common 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 PO Box 734155, Dallas, TX 75373-4155, 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 and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: \_\_\_\_\_

Date: \_\_\_\_\_

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the 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 and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or 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 costs 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 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 OWNER'S MANUALS 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 of 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.