

Ross

Recreation Equipment

Building Community since 1973

Opportunity Name Marina South Playground
 Quote Name Marina South Playground A
 Bill To Name San Leandro, City of
 Bill To 835 E. 14th Street
 San Leandro, California 94577
 United States

Quote Number 00016148
 Quote Date 8/30/2018
 Quote Exp Date 11/16/2018
 Est Lead Time Check with Sales Rep
 Ship To Name Marina Park
 Ship To 13999 Neptune Drive
 San Leandro, California 94577
 United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Surcharge	Manufacturer 3% surcharge on materials due to aluminum and steel tariffs.	\$2,269.95	\$2,269.95
1.00	PlayBooster & Evos	Landscape Structures PlayBooster & Evos Design #1130545-01-01 including RingTangle Climber, Lolliladder, SwiggleKnots Bridge, Blender Spinner, E-Pod Seat, Rail Assembly, Stainless Steel Surf Slide, BalanceWinder, O-Zone Climber, E-Pod, Evos 4 Arch Mainstructure, TopsyTurny Spinner, Wobble Pod, ZipKrooz, Arch Swing with Belt Seats, Full Bucket Seats and Molded Bucket Seat w/ Harness, and complimentary Welcome Sign.	\$75,665.00	\$75,665.00

Total Quote Amounts

County/ City Tax	Alameda County/ San Leandro	Materials Amount	\$77,934.95
Tax Rate	9.7500%	Tax Amount	\$7,598.66
Credit Terms	Net 30 On Materials Shipment	Labor Total	\$0.00
		Freight Amount	\$5,693.00
		Total	\$91,226.61

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

If ordering materials after the expiration date, please add 3-6% annually to materials for anticipated price increase. Materials must ship by 12/27/18. Please also note that sales tax will be based on the current rate at the time of shipping, not order date. Customer will be expected to cover these taxes.

Signature _____

Name _____

Title _____

Date _____

Prepared By Alex Hailey
 Email alexh@rossrec.com



Building Community since 1973

Contract

Contract Number	2014-4878
Quote Date	8/30/2018
Quote Name	Marina South Playground A
Quote Number	00016148
Total	\$91,226.61
Credit Terms	Net 30 On Materials Shipment

Ross Customer

San Leandro, City of

835 E. 14th Street
San Leandro, California 94577
United States

Terms and Conditions

Ross Recreation coordinates the production and shipment of materials with the installation of those materials, if we are providing installation of your equipment. Site readiness is a critical component of shipping coordination. If site readiness changes after materials are already produced, payment for materials is required prior to installation.

The terms and conditions are expressly incorporated into this contract. Special provisions may be noted on the back.

PLEASE REVIEW, SIGN IMMEDIATELY

- 1. PRE-DELIVERY INSTRUCTIONS:** Contractor must notify Ross Recreation of any requested delivery changes at least 2 weeks prior to shipment. If the delivery address on the contract is not correct, please contact our office immediately as once your order leaves the factory, a reconsignment fee may be added. If Ross Recreation is not installing your equipment you are responsible for offloading and having any equipment required for offloading the shipment; the truck drivers are not obligated to offload your shipment. If Ross Recreation is installing your equipment, the installers will offload the equipment. It is your responsibility to mark all underground utilities before installation (call USA North, 1-800-227-2600).
- 2. DELIVERY INSTRUCTIONS:** Make sure the piece count matches the Freight Bill you are signing so that you are receiving a complete and intact shipment. Make sure all pieces you are receiving are actually addressed to you, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the Freight Bill, and both copies signed. Jointly inspect each piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the Freight Bill should be as detailed as possible to avoid controversy at a later date if a claim is necessary. If you have a camera, taking photos of any damaged packaging is recommended to expedite resolution.
- 3. POST-DELIVERY INSTRUCTIONS:** After receipt of order, inventory your shipment. All shortages must be reported within 30 days of receiving order. When inspecting the equipment, please minimize the amount of tearing of the packaging and DO NOT dispose of packaging. If concealed damage is found, a Carrier inspection must take place within 15 days from the time of delivery to protect your rights as the Consignee. If an inspection is necessary, please contact Ross Recreation as soon as possible. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the factory; materials must be packaged well and received at the factory in new and resalable condition.
- 4. DELAY:** Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.
- 5. CONTRACT, PLANS AND SPECIFICATIONS:** The contract, plans and specifications are intended to supplement each other. In case of conflict, however, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.
- 6. CHANGE ORDERS:** Should the Contractor, owner, construction lender, or any public body or Inspector direct any modification or addition to

the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a Contract Change Order has been signed by both the Contractor or Owner and Ross Recreation. The change in the Contract Price caused by such Contract Change Order shall be as agreed in writing, or if the parties are not in agreement as to the change in Contract Price, then Ross Recreation's actual cost for all labor, equipment, subcontracts and materials, plus Ross Recreation's fee of twenty percent (20%) shall be the change in Contract Price. Ross Recreation shall promptly notify the Contractor or Owner of (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work.

7. RIGHT TO STOP WORK: Ross Recreation shall have the right to stop work if any payment shall not be made timely under this Agreement. Ross Recreation may keep the job idle until all payments due are received. In the alternative Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

8. SITE CONDITIONS: Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.

9. ARBITRATION: Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

10. ATTORNEY FEES: In the event the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule, and shall award the full amount of costs, expenses and attorney's fees incurred in good faith.

11. CLEAN-UP: If Ross Recreation is installing your equipment, upon completion of work, Ross Recreation will remove debris and surplus material created by its operation on Owner's property and leave it in a neat and broom clean condition.

12. ASSIGNMENT: Neither party may assign this contract without written consent of the other party.

13. HAZARDOUS MATERIALS: Unless specifically called out in the contract, this contract does not contemplate the removal or disturbance of asbestos or other hazardous material. The Contractor or Owner warrants that no such material is present. In the event that such material is encountered, Ross Recreation shall stop work immediately and a Change Order will be negotiated to cover this situation.

14. CONTRACTORS: Contractors are required by law to be licensed and regulated by the Contractor's State License Board whose address is:

Contractor's State License Board
P.O. Box 26000
Sacramento, CA 95826

15. SPECIAL PROVISIONS (insert any special provisions here)

Accepted By:

Signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments.

SIGNATURE: _____

PRINT NAME: _____

DATE: _____