



**Date:** March 17<sup>th</sup>, 2020  
**Project:** Bethany Lakes Shade Proposal  
**Location:** Allen, Texas

**To:** Laura Cuellar, City of Allen

**BUYBOARD CONTRACT # 592-19, VENDOR # 3120**

**Custom Sail Style Shades Over Existing Play Equipment**

**Series:** *Two Sail Style Shades to Cover Existing Equipment*  
**Surface:** *Engineered Wood Fiber (Existing)*  
**Installation:** *By Factory Trained and Certified Installers*  
**Quantity/Sizes:** *See Attached Renders and Drawings*

Lead Times on Shade: Nine to Eleven Weeks

Installation Duration: Two to Three Weeks

**Base Bid: \$83,069.00**

**Buy Board Discount (5% on Equipment and Installation): (-3,641.00)**

**Total W/ Buy Board Discount: \$79,428.00**

**Base Bid Includes:**

- Full Submittal Package
- Warranty As Specified – Best in the Business!
- Certified Installation
- Freight
- Shades Over Existing Play Area
- Temporary Fencing Around Area
- Payment and Performance Bonds
- Buy Board Discount

**Base Bid Excludes:**

- Sales Tax
- Use of Credit Cards as Payment
- Demolition of Existing Structure
- Excavation and Removal of Soil
- Tuff Timber or Concrete Border
- Drainage
- Engineered Wood Fiber or Surfacing
- Geotextile Fabric
- Play Equipment
- Swings
- Drilling Through Rocky Soil
- Hitting of New or Existing Sprinkler pipes
- Hitting of private electrical, water, sewer, internet, etc. that are not detectible during a commercial line location
- Logistical Issues that Prevent Truck or Equipment Access to Site



- Special Augers or Drilling Equipment
- Certified Payroll / Progress Billing
- Setting of Control Points or Benchmarks
- Remobilization Charges Due to Weather or Project Delays
- Offsite Storage of Equipment Due to Weather or Project Related Delays
- On Site Security
- Permitting and Inspections

**Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit.**

**Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division.**

All taxes now or hereafter levied by federal, state or local authority upon the sale of any of the forgoing products to be paid for by the purchaser. All quotations are subject to the conditions printed on the following pages if any and when accepted are subject to the approval of an officer of this company.

**Prepared by Jason Edmundson · Whirlix Design Inc · [jedmundson@whirlix.com](mailto:jedmundson@whirlix.com) · 972-658-7518**

**Acceptance of Approval:** The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

**Date: \_\_\_\_\_ Signature: \_\_\_\_\_**