



33160 W 83rd St
 De Soto, KS 66018-8053
 Phone: 913-583-3332

Chanute ELC
 Phone: 620-433-1911

321 E Main St
 Chanute, KS 66720

Job Address:
 500 Osa Martin Blvd
 Chanute, KS 66720

Print Date: 3-13-2026

Proposal for Chanute ELC Courtyard Play Equipment

Earthscape Equipment

Items	Description	Qty/Unit	Unit Price	Price
Stepper Cluster M4	F00496	1	\$22,625.00	\$22,625.00
Log Stepper 150	F00399	10	\$375.00	\$3,750.00
Log Stepper 300	F00400	8	\$425.00	\$3,400.00
Log Stepper 450		5	\$475.00	\$2,375.00
Alpine Play Hut	F0011	1	\$16,775.00	\$16,775.00
Single Hammock - Small	F00633/F00613	1	\$6,650.00	\$6,650.00
Log Pile 3.2	F00463	1	\$11,625.00	\$11,625.00
Earthscape Freight		1	\$10,535.00	\$10,535.00

Musical Instruments

Items	Description	Qty/Unit	Unit Price	Price
Harmony Hive	HIVE-IG-SRP	1	\$2,600.00	\$2,600.00
Honeycomb Congas	HCC-IG-SRP	1	\$2,400.00	\$2,400.00
Melody Bee	BEE-A-IG-SRP	1	\$1,612.00	\$1,612.00
Musical Instrument Freight		1	\$1,850.00	\$1,850.00

Installation

Items	Description	Qty/Unit	Unit Price	Price
Installation	<p>Professional installation services for playground equipment only, in accordance with the manufacturer's specifications, guidelines, and best practices. All equipment shall be installed by qualified personnel with experience in commercial playground installation and in strict compliance with safety standards as outlined by the manufacturer and applicable regulatory bodies (e.g., ASTM, CPSC).</p> <p>Installation includes: -Assembly and secure installation of equipment per the manufacturer's instructions -Verification that all installed components meet the specified safety and operational requirements</p> <p>This scope does not include the installation of surfacing, site furnishings, landscaping, fencing, or any other site improvements not directly related to the installation of playground equipment.</p>	1	\$33,385.00	\$33,385.00

Greenbush Discount

Items	Description	Qty/Unit	Unit Price	Price
Greenbush Purchasing Cooperative	24.6 ESC-PLAYGROUND-REC2024	1	-\$2,346.00	-\$2,346.00

Total Price: \$117,236.00

THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS CONTRACT

By acceptance of the Proposal by the undersigned Customer ("Customer") to ABcreative, Inc. ("ABcreative"), Customer agrees that all the terms and conditions set forth will govern the Proposal. The Customer is responsible, and ABcreative assumes no responsibility for the completeness, accuracy and conformity to the Customer's plans and specifications. ABcreative will not proceed with the Proposal until all details such as materials, options, colors, etc. are complete and accurate.

- A) **PRICE**. The price offered will be held firm within 30 days from the date stated on the Proposal. Freight estimates are assumed to be a single shipment and are firm for 10 days from the date stated on the Proposal. Unless specifically stated, the price quoted EXCLUDES: Excavation, site preparation, site grading, drainage, any concrete work, ADA access, backfill, site restoration, prevailing wage, surfacing, safety surfacing, surveys, permits, inspections, special inspections, security, construction fencing or anything not specifically stated in the proposal.
- B) **TAXES**. Any taxes imposed by federal, state, or other government authority not shown on the Proposal will be applied at the time of invoice and shall be paid by Customer in addition to the purchase price. Tax exemption certificates verifying tax exempt status must be submitted prior to authorization of the Proposal.
- C) **PAYMENT**. A initial invoice for 100% of the equipment, mobilization, freight and any required bond before processing (payment due 14 days of receipt of initial invoice). Initial invoice will secure the ordering, production placement of equipment, delivery, and scheduling of installation (if installation is required) then the remaining balance is to be paid in full within 30 days from the date stated on the final invoice ("Payment Date"). Contracts or PO's that pertain to multiple projects and/or even larger projects, then progress invoicing will be applied after the initial payment is received. Credit cards are not accepted. Returned checks are subject to a returned check fee.
- D) **SERVICE CHARGE**. A service charge of 1.5% per month or 18% per annum (but not to exceed the maximum amount allowed by law) shall be charged on all unpaid balances beginning the first day of the month following the Payment Date, and daily thereafter until the past due amount is paid in full.
- E) **ACCEPTANCE & DELIVERY**. Acceptance is limited to the terms and conditions of this Proposal. ABcreative objects to any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by Customer, which are expressly rejected. It is the responsibility of the Customer to designate a Customer Representative to accept, offload and securely store product. A Customer representative's name, delivery address and a direct contact phone number is required at time of any order. For truckload deliveries where equipment is packaged in crates or wrapped on pallets, Customer is required to have access to and the capability to operate the appropriate machinery required for safe product offloading. Offloading product is at the sole expense and risk of the Customer. When accepting deliveries, it is the Customer's responsibility to visually inspect packages for correct package labeling, signs of damage, and verify the number of packages delivered as per the Bill of Lading issued by the delivery agent. Any shortage, discrepancy or content damages must be noted and photographed for record on the delivery ticket and acknowledged by the delivery agent. It is the Customer's responsibility to open and inspect accepted deliveries to verify contents within five (5) days of delivery. Concealed damage must be reported within ten (10) calendar days of the receiving date or be subject to potential additional charges for new/replacement equipment orders, re-shipping fees and ancillary handling and administrative fees.
- F) **SHIPPING**: Shipping schedules/Lead-times are specific to the manufacturers ABcreative represents and can vary based on the time of year product orders are placed. At the time an order is placed, ABcreative will provide an Order Acknowledgement that includes an estimated shipping and delivery schedule. Shipping and delivery dates are not a guarantee of a particular date of delivery.
- G) **RETURNS**: Returns are subject to the manufacturer's restocking fee terms. Returns must be processed within 45 days of the Bill of Lading ticket date for delivery. All returnable products must include original packaging, have never been installed and have been securely stored in an indoor facility until a return is processed. Please contact your ABcreative Project Manager to request a Return Authorization Ticket.

- H) **WARRANTY:** All claims for warranty should be called into your ABcreative Project Manager within ten (10) days after receipt of the goods by the Customer. Safekeeping of Owner's Manuals, product specifications and related purchasing documents is critical for referencing component parts required for future repairs and maintenance. Goods not manufactured by ABcreative are warranted and guaranteed only to the extent and in the matter warranted and guaranteed by the original product manufacturer of those goods. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Manufacturer warranties are varied and will be provided at the time of delivery. Replacement of vandalized or stolen parts is not covered by warranty.
- I) **INSURANCE REQUIREMENTS:** ABcreative maintains Worker's Compensation and Commercial General Liability insurance coverages.
- J) **INSTALLATION SERVICES & SITE ACCESS:** ABcreative Proposals may include an installation price. The installation price assumes normal soil conditions, full access to a level project site and project site accessibility for all necessary machinery and equipment. ABcreative Proposals do not include rock excavation (SEE ROCK CLAUSE), hand digging or grading to level. Rock excavation, hand digging, and/or grading necessary to achieve a level project site, will result in additional charges to be paid by the Customer. Protection for proper curing periods for concrete footings is the Customer's responsibility. All underground private assets in a project area must be located by the Customer. Examples of underground private assets includes, but is not limited to irrigation, sewer, storm drains, pet containment systems, drain lines, utilities, fiber optic, and electrical. ABcreative is not responsible for damage or repairs to any underground private asset not marked prior to installation.
- K) **ROCK CLAUSE:** ABcreative Proposals that include an installation price are subject to a "Rock Clause" whereby when underground rock or debris encountered during installation in excess of 12-inches (12") square by 2-inches (2") thick will incur additional charges as follows: \$1,150 first hour (one hour minimum) and \$250 for each additional hour – Reg Rate (Does not include Prevailing Wage). Work onsite will NOT stop or be delayed for authorization to proceed.
- L) **RESCHEDULING:** A remobilization fee will be charged when ABcreative installation crews are restricted or not allowed to access project site to perform work on an approved, scheduled installation date. Rescheduling of lost workdays will be at the discretion of ABcreative based on the availability of personnel and without penalty.
- M) **CHANGE ORDERS:** Any extra work which is requested or required due to the site conditions or building code changes shall be performed only after written change order signed by the Customer on ABcreative's change order form and delivered to ABcreative accompanied by payment-in-full for the change order, if applicable. A change order may increase or decrease the Proposal price, provided for time to complete the work, for materials or labor and other causes.
- N) **PERIOD OF LIMITATION OF ACTION:** No action shall be brought by the Customer for any breach of warranty, or any other breach of contract claim more than one year after the cause of action arises.
- O) **LIMITATION OF LIABILITY:** The aggregate cumulative liability of ABcreative and its officers, directors, employees, agents, and representatives for all claims arising hereunder, whether in contract, in tort, or otherwise, shall be limited in the aggregate to the total amounts paid by Customer to ABcreative under the Proposal.
- P) **NO DAMAGES FOR DELAY:** No claim for damages or any claim, other than an extension of time shall be made or asserted against ABcreative by reason of any delays. Customer shall not be entitled to any compensation or recovery of any damages for direct, indirect, consequential, impact or other costs and expenses including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Customer shall be entitled only to extension of time as the sole and exclusive remedy for such resulting delay.
- Q) **FORCE MAJEURE:** ABcreative shall not be considered to be in default or breach of this Agreement and shall not be liable for any delays or failures in performance arising out of or caused, directly or indirectly, by circumstances beyond

its control, and shall be entitled to an equitable extension of time. Without limitation, such causes include: Acts of God, acts or omissions of Customer, Owner, or design professional; delay authorized by Customer, or Owner; suspension of the Project by Customer or Owner, adverse governmental actions, changes in the required materials, colors, or equipment; inability to obtain labor, material, equipment, or transportation; shipping delays not reasonably foreseeable, strikes and labor disputes not involving ABcreative, general labor disputes impacting the project, pending dispute resolution; fire, terrorism, epidemics, unavoidable accidents or circumstances, adverse weather conditions, encountering hazardous materials, concealed or unknown conditions, or any similar or dissimilar cause beyond ABcreative's control.

- R) **TERMINATION/RIGHT TO STOP WORK**: If there is: (1) Issuance of a court order or an Act of the government halting work; (2) The Customer, or agent of Customer, failed to issue a Certificate for Payment, without providing notification to ABcreative of the reason for withholding; (3) the Customer fails to pay ABcreative by the Payment Date; or (4) when work has stopped for thirty (30) consecutive days and the stoppage in work is through no act or fault of ABcreative, these will be treated as material breach of this Proposal and upon 7 additional days notice to the Customer, ABcreative at its option and without breaching this Proposal may immediately stop the work or terminate this Proposal, until payment of the amount owed has been received. The Payment Date shall be extended appropriately and the Price of this Proposal shall be increased by the amount of ABcreative's reasonable costs of shutdown, delay and start-up, plus Service Charge of 1.5% per month or 18% per annum.
- S) **COLLECTION COSTS**: In the event that Customer's account is placed in the hands of attorney(s) for collection, or for representation of ABcreative in connection with a bankruptcy or insolvency proceedings relating to Customer, Customer promises to pay, in addition to all other amounts otherwise due, the reasonable costs and expenses of such collection, and representation, including without limitation, reasonable attorneys' fees, expenses, and court costs (whether or not litigation has commenced in aid thereof).
- T) **GOVERNING LAW**: Customer agrees that if this Proposal give rise to any legal action, the action shall be governed by and construed according to the laws of Kansas and that the venue for any litigation (except to enforce mechanic's lien) shall be brought in the District Court of Johnson County, Kansas. Each party expressly waives any right to trial by jury for any claim, demand, action, or cause of action (1) arising under the Application Documents, or (2) in any way connected with or related or incidental to the dealings of the parties hereto with respect to the Contract Documents.
- U) **SEVERABILITY**: In the event any provision of the Proposal or terms and conditions should be held to be unenforceable, each and all of the other provisions of both shall remain in full force and effect.
- V) **ENTIRE AGREEMENT**: Upon receipt of this executed Agreement the Proposal and the Terms and Conditions set forth the entire agreement between the Customer and ABcreative regarding the matters described herein and therein supersedes all prior oral or written agreement in respect thereof. No provision of this Agreement may be changed, altered, modified, or waived without ABcreative's prior written approval. These terms and conditions shall govern and control to the extent there is any discrepancy in the terms and conditions submitted by the Customer in any sales quotation, purchase order, application for payment or similar document.
- W) **NOTICE OF WITHDRAWAL**: This Proposal may be withdrawn by ABcreative if not accepted within thirty (30) days.
- X) **NOTICE TO PROCEED**: ABcreative shall commence work within ten (10) calendar days after Contract Time begins. Notwithstanding any provision of the Contract Documents regarding commencement of Contract Time shall begin only when (a) the Owner has issued written authorization to proceed, (b) Contractor has received the initial payment necessary to procure playground equipment and materials, and (c) any predecessor-trade work required for ABcreatives scope is completed.
- Y) **NOTICE OF ACCEPTANCE**: THE PERSON EXECUTING THIS AGREEMENT HAS AUTHORITY TO BIND THE CUSTOMER AND IS AUTHORIZED BY THE CUSTOMER TO ACCEPT THE TERMS AND CONDITIONS SET FORTH IN THIS PROPOSAL. THE ABOVE PRICES, SPECIFICATIONS, TERMS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED.

ABCREATIVE IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.
SIGNING OF THIS PROPOSAL CONSTITUTES A CONTRACT.

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:
