





Lincoln Park 25th Avenue West & 5th Street Duluth, MN 55806	Landscape Structures 601 7th St. S Delano, MN 55328
---	---

City of Duluth 411 W 1st Street Duluth, MN 55802	Landscape Structures, Inc. SDS 12-0395 PO Box 86 Minneapolis, MN 55486-0395
--	---

[illegible]

Subtotal	\$205,223.48
Freight	N/A
Sales Tax	Tax Exempt Cert
Total	\$205,223.48

Page 1 of 2



## Terms & Conditions

**Contract:** Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

### Project Scope (This Section For Quotes Including Installation)

#### **Inclusions:**

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

#### **Exclusions (Unless Specifically Quoted):**

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

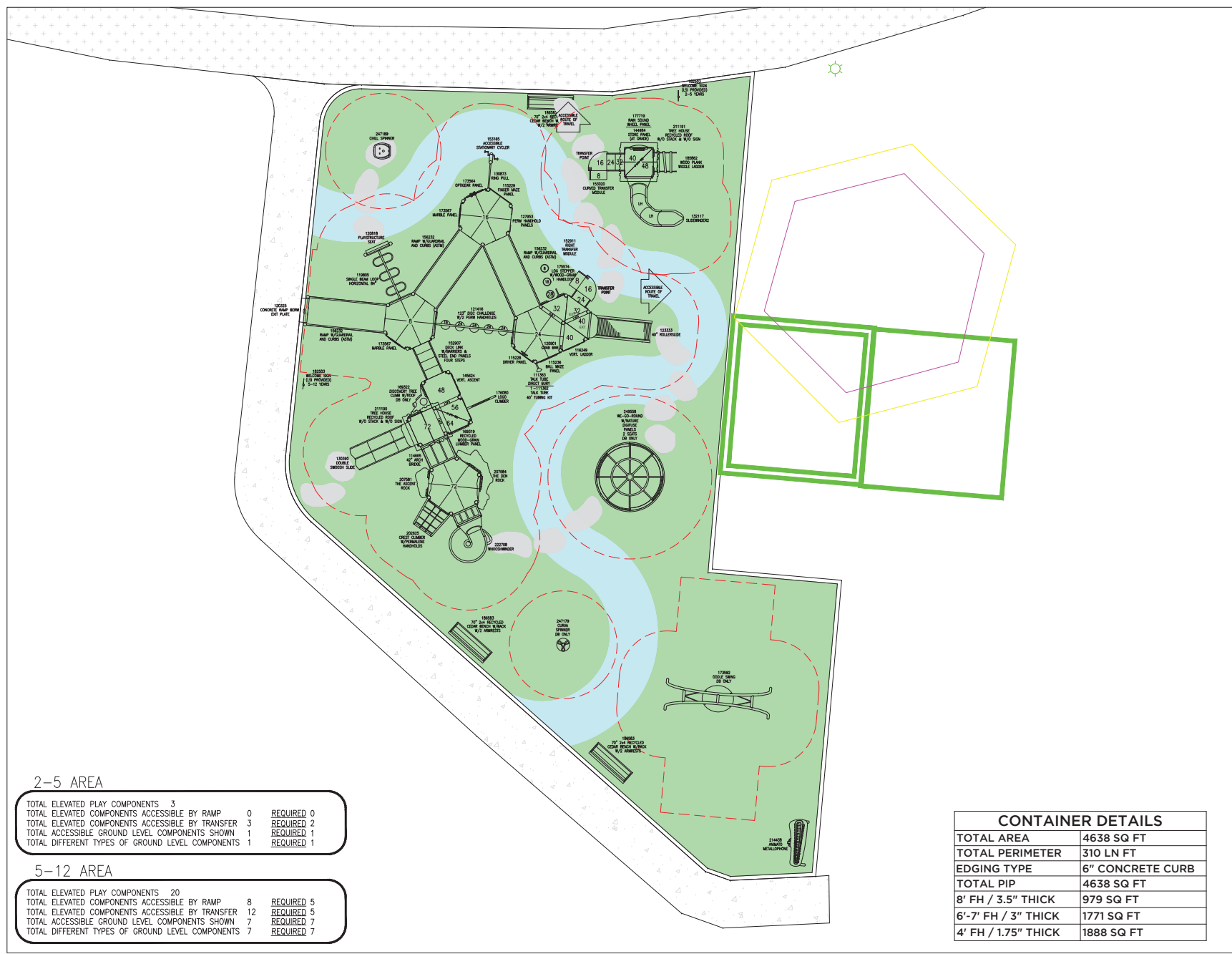
**Force Majeure:** In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, tornado or like acts of God, wars, civil commotion, explosion, acts of public enemy, embargo, acts of the government, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of Flagship Recreation, Flagship Recreation, upon giving prompt notice to the Customer, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the Customer shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that Flagship Recreation so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

**Material Cost Escalation:** If, during the performance of this contract, the cost of materials significantly increases, through no fault of Flagship Recreation, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 5% experienced by contractor from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the contractor, as a result of the shortage or unavailability of the materials, contractor shall not be liable for any additional costs or damages associated with such delay(s).

### Acceptance of Quotation:

<b>Accepted By (Print)</b>	Jessica Peterson, Dir Parks & Rec	<b>PO#:</b>	
<b>Signature:</b>		<b>Email:</b>	jpeterson@duluthmn.gov
<b>Title:</b>		<b>Phone:</b>	
<b>Date:</b>		<b>Purchase Amount:</b>	\$205,223.48





### 2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	3	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED 2
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	3	REQUIRED 1
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	1	REQUIRED 1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	1	REQUIRED 1

### 5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	20	REQUIRED 5
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	8	REQUIRED 5
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	12	REQUIRED 7
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	7	REQUIRED 7
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	7	REQUIRED 7

CONTAINER DETAILS	
TOTAL AREA	4638 SQ FT
TOTAL PERIMETER	310 LN FT
EDGING TYPE	6" CONCRETE CURB
TOTAL PIP	4638 SQ FT
8' FH / 3.5" THICK	979 SQ FT
6'-7' FH / 3" THICK	1771 SQ FT
4' FH / 1.75" THICK	1888 SQ FT



FLAGSHIP RECREATION  
11123 UPPER 33RD ST N  
LAKE ELMO, MN 55082  
763-550-7860  
FLAGSHIPPLAY.COM  
@FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS  
DESIGNED FOR AGE RANGES AS NOTED  
ON PLAN.

LINCOLN PARK  
Revised Design  
25th Avenue West & 5th Street  
Duluth, MN

SALES  
REPRESENTATIVE:  
Stacy Strand

DESIGNED BY:  
JLT  
06/08/2022

3/16" = 1'-0"

SHEET

LS101