



Date: December 8th, 2022

Project: Pflugerville Hanging Rock Park – **VE Option For EWF In Existing Area vs. PIP**

Location: 2004 Hayfield Square Pflugerville, TX 78660

To: Shane Mize and Junior Rodriguez – Pflugerville Parks & Recreation

Proposal Expires: 30 Days From The Quote Date

Please note that current fluctuations in material pricing may cause a proposal increase between now and The acceptance of this agreement.

BUYBOARD CONTRACT # 679-22, VENDOR # 3120

We are a self-reporting vendor for Buy Board. Please send all purchase orders, payments, etc. directly to The Whirlix Design team.

SPECIFIED LANDSCAPE STRUCTURES PLAY EQUIPMENT

Series: ***Landscape Structures Design # 1169802-01-01***
Surface: ***VE Option For All Surfacing To Be EWF***
Installation: ***By Factory Trained and Certified Installers***
Quantity/Sizes: ***See Attached Renders***

Playground Bid: \$148,015
(One Hundred Forty-Eight Thousand and Fifteen Dollars)

Base Bid Highlights

- Landscape Structures Design # 1169802-01-01
- Final colors TBD and don't affect the price
- Existing playground area converted to engineered wood fiber
- 3891 Sq. Ft. Fibar 100 EWF in the new ZipKrooz pit & existing area (no drain rock)
- Excavation and soil removal for the main area, ZipKrooz area and sidewalks
- New 8 inch x 14 -16 inch concrete curb for the ZipKrooz area with weepholes
- New concrete ADA ramp going into the ZipKrooz area
- New sidewalks – 4 ft. wide x 130 linear ft. (2 connection points)
- Demo of the existing equipment and haul off of equipment and footings
- Gravel removal, excavation and haul off in the existing playground area
- Freight
- Certified Installation
- Full Submittal Package
- Warranty As Specified – Best in the Business!

VE Summary: Using EWF in the existing area vs. poured-in-place is a savings of \$32,806 if we did everything

Bid Excludes:

- Sales Tax
- Textura, Oracle, etc.

Whirlix Design Inc.
1751 International Parkway, Suite 131
Richardson, TX 75081



- Professional Liability Insurance
- Construction Management Software Required for a Specific Project
- Payment, Performance, and Maintenance Bonds
- Use of Credit Cards as Payment
- Drainage
- Limbing Tree Branches / An arborist
- 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
- Sod Replacement due to Reasonable Path of Travel to Project or Play Area Location. We need access to project location.
- Surveying of Site
- Craning of Equipment
- 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
- Third Party Inspections
- Metal Construction Fence
- Dumpster
- Latrine on Site
- Geotechnical Report
- Wet Stamped Engineering Drawings

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.

Pursuant to Tex. Prop. Code § 53.159, Whirlix will need any and all Bond information at the time of Signed Proposal, Contract, and / or Deposit.

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 Josh Bailey · Whirlix Design Inc · jbailey@whirlix.com · 512-225-4314

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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:** _____