

EXHIBIT

“A”

Ben Shaffer Recreation Inc

PO Box 844
Lake Hopatcong, NJ, 07849
973-663-2021 Fax 973-663-4615
1-800-953-2021
www.benshaffer.com



BEN
SHAFFER
RECREATION

Park, Playground & Streetscape Solutions
Serving NJ Since 1921



West Orange Recreation
William Kehoe
60 1/2 Cherry Street
West Orange NJ 07052

PROPOSAL

As requested, we are pleased to quote the following
using Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS:

Date	Proposal #	Terms	Associate
9/16/2020	SFB2Q5927-02	Net 30	Scott2

Qty	Part #	Manufacturer	Description	List Price	Coop Price	Ext. Price
1	130-126848-3	Burke	Custom 2-5 & 5-12 Playground including slides, climbers, swings, rockers, spinners...	\$131,178.00	\$120,683.76	\$120,683.76
1	CBPG_7168	CORBY	Standard installation of the above Playground items to manufacturer specification	\$60,341.88	\$60,341.88	\$60,341.88
6	CBRD_7168	CORBY	Receive/Unload Delivery. Cost per man-hour.	\$125.00	\$125.00	\$750.00
NOTE - ALL CONSTRUCTION AND PACKING DEBRIS TO BE PLACED IN A DUMPSTER PROVIDED BY CUSTOMER -					Freight*	\$4,750.00
Project: Degnan Park					Total	\$186,525.64

*The above items are priced in accordance with Bid #: ESCNJ 20/21-02; Co-op #65MCESCCPS. Freight quotes are honored for 30 days & may need to be updated before order placement.

Approximate delivery time is 4-6 weeks after receipt of order.

IMPORTANT PAYMENT INFORMATION:

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please contact me if I can be of further assistance.



SBE Certified

Yours truly, _____



PROPOSAL / AGREEMENT

194 Main Street, P.O. Box 110, Port Monmouth, NJ 07758
Phone (732) 495-3715
Email: info@whirlconstruction.net
www.whirlconstruction.net

Page 1 of 2

Township of West
Orange

Ph: 973-325-4150
Recreation@westorange.org

09-15-20

PROPOSAL SUBMITTED TO	PHONE	DATE
66 Main Street	West Orange, NJ 07052	023920A
STREET	CITY STATE ZIP	QUOTE#
William Kehoe	Degnan Park	West Orange
ATTN	JOB NAME	LOCATION

We hereby submit specifications and estimates for:

*Supply & install: 6,650 sq. ft. of stone base @ 4" depth.....\$ 8,835.00
*Supply & install: 330 linear ft. of 6 " x 6" concrete curbs.....\$ 9,570.00
*Supply & install: 6,650 sq. ft. of Poured-in-Place surfacing –
50/50 mix of Black / One standard color @ 3.5" depth
for an 8ft. Critical Fall Height\$93,432.50

*(PLEASE NOTE: Above pricing is based on ESCNJ Contract 20 / 21-02.
If additional stone is required it will be priced @ \$95. /ton per ESCNJ contract.)

THIS FORM MUST BE SIGNED AND RETURNED TO SCHEDULE INSTALLATION

Notes: Unless otherwise stated, Whirl is not responsible for accepting delivery or storage of equipment, or site preparation. Permit(s) and permit fees, if required, are the responsibility of the customer. Site security for rubber safety surface installation by others. Sharp objects (i.e., sports spikes, heeled shoes, etc.) will damage rubber surface and void surface warranties. Unforeseen subsurface obstructions may incur additional charges. The owner or general contractor shall hold Whirl harmless in the event of injury due to lack of, or insufficient, resilient surface. Customer is responsible for disposal of packing material. All excavated material is to remain on site. Unless otherwise stated, it is assumed that we are working on a flat, dirt surface. Owner is responsible for direct access to site for large trucks. All work is to be done in one move. Customer is responsible for locating any privately owned utilities. Any unmarked utilities damaged during contracted work will be the responsibility of the owner or his representative. ALL Equipment Installed Per Manufacturers' Specifications. Finance charge of 1.5% will be added where applicable on payments rec'd after net 30 days. Add tax where applicable.

We propose: hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Please select and initial above option (s) DOLLAR

Payment to be made as follows:

Purchase order due with signed proposal.

All material is guaranteed specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or division from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: Jim Davis

Jim Davis

Note: This proposal maybe withdrawn by
us if not accepted within 30 days.

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized

VISIT US AT WWW.WHIRLCONSTRUCTION.NET

to do the work as specified. Payments will be made as outlined above.

WARRANTY OF AUTHORITY- Each person who executes this contract on behalf of any entity represents and warrants that he or she has the authority of the shareholders, and/or members, and/or officers, to execute on behalf of said entity, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

APPLICABLE LAW- All parties to this contract hereby agree that this contract is to be deemed accepted, executed and delivered in the Township of Middletown, County of Monmouth, State of New Jersey and that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

AMENDMENTS- Any amendments to this contract shall be in writing and signed by both parties.

CAPTIONS- The captions, headings, and arrangements used in this contract are for the convenience only and do not in any way effect, limit, amplify, or modify the terms and provisions hereof.

NOTICES- Any notice required or desired to be given pursuant to this contract shall be in writing and mailed certified mail to the respective parties.

BINDING EFFECT- This contract shall be in binding on all parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

CONSTRUCTION- Each party to this contract has reviewed this contract prior to execution. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and shall not be employed in the interpretation of this contract.

EFFECT OF BREACH OF CONTRACT- In the event either party breaches this contract, either party may avail itself of all remedies provided by law or equity.

ATTORNEY'S FEES- In the event of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees in connection with the enforcement, and/or defense of this contract.

ENTIRE CONTRACT- This contract constitutes the parties complete and exclusive statement of their contract on the subject matter covered by this contract, and it supersedes all previous contracts, promises, and/or representations regarding the subject matter.

Date of acceptance: _____

Signature: _____

Title: _____

Print name: _____