



Quote Request

Quote Date: _____
 Quoted By: _____ King Job # _____
 Email: _____
 Client: _____
 Contact: _____
 Jobsite Name: _____ Client P.O. #: _____
 _____ Client Est. Ship Date: _____

Quote # _____
 Description: _____

Installation Descr: _____ Standard, 1-phase
 Installation Type: _____ Non-Union, Concrete 10' past canopy on all sides, concrete-wheeled lifts, no obstacles

Material Cost: _____
 Installation: _____
 Delivery: **Not Included - TBD at time of delivery**
 Subtotal: _____
 Est. Sales Tax: _____
Total of Above: _____
 Footing Size: _____ N/A
 Graphics: _____

Sales Tax~: **Sales tax only applies to projects that King is not contracting installation (Materials only). Unless noted, it is not included above. Sales tax will be added when invoiced, unless tax-exempt certificate is provided. Sales tax does not apply to projects that King is contracting installation.**

Terms: **100% Pre-pay** **Thank you for this opportunity!**

Note! Quoted prices valid for 7 days. Purchase Agreements valid for 200 days, or end of calendar year.

This quote was prepared by King Manufacturing Corporation ("King") for _____ Your Company _____ ("Client"). Quote is valid for 7 days as of the quote date. The canopy installation company & crew ("Installer") will be determined by King as the installation date approaches. Installer is based on availability and is subject to change at any time prior to the start date. **UNLESS NOTED:** Price does not include excavating, concrete/rebar, electrical, lighting, decaling, finish painting of columns & structural steel, sales tax, or local/state permits or plan reviews. Installation price is based on client meeting site readiness requirements listed under **Terms & Conditions**.

Balance to be paid in full upon delivery of canopy materials or, if installation is included in the quote, upon completed installation. Extra charges incurred, due to a breach of contract by the client, will be billed to client and require prompt payment. The Terms & Conditions that accompany this quote are incorporated into and are a part of this proposal. Upon acceptance, this quote will become the agreement ("Agreement") between King Manufacturing Corporation and the client.

This Agreement will be interpreted and controlled by the laws of the State of Wisconsin and the client consents to exclusive jurisdiction and venue in the federal and state courts located in Dodge County, Wisconsin. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.



Terms And Conditions (Page 1 of 2)

General Conditions & Requirements

1. **CONTRACT AGREEMENT DURATION:** Signed Agreements will be void for projects that have not been completed before 200 days, or void at the end of the calendar year, whichever comes first, & billed for expenses into it up to that date. Delayed projects from a void agreement will be subject to updated material, installation, and delivery pricing.
2. **INCLUDED:** Primed structural steel, and canopy materials listed in the quote are included in the price.
3. **EXCLUDED:** Excavating, concrete, rebar, electrical conduit, light fixtures, decaling, column and structural steel finish paint, sales tax, and local/state permits or plan reviews are not included in the price. Price does not include making wiring connections of fascia systems, including low voltage, or installing ballasts. This must be installed by a licensed electrician, who should be scheduled to work alongside canopy Installer for some systems. Client will be responsible to remove and replace concrete column pockets for structural repairs, including adding a new engineer-recommended small island around the column to protect it.
4. **DELIVERY 1 PHASE:** Price is based on delivery of the canopy parts in one stage, with all structural steel and sheet metal parts arriving in the same day for immediate installation of both. Extra charges will apply to remobilize Installer and equipment to unload, or to add trucks to deliver sheet metal later.
5. **TAXES:** King is registered to pay taxes in WI, MN, IA, IL, & MI. For any other states/territories, Client is responsible to access & remit applicable taxes.
6. **LEAD TIMES:** Lead times are dependent on raw material lead times, which are uncertain in current steel market. Roughly 18 weeks minimum from order to installation start day.
7. **ESCALATION:** In the event of significant delay or price increase of material, equipment, or installation occurring during the performance of the Agreement through no fault of King, the Agreement Sum & time of completion shall be equitably adjusted. A change in price of an item of material or equipment shall be considered significant when the price of an item increases 20% between the date of Agreement and date of applicable work. Fabrication of components will not begin until 4 weeks before delivery date.

Design Requirements

1. **DESIGNER OF RECORD (DOR):** For repairs with new sealed elements, quoted repair designs are completed in by King and sealed by a Professional Engineer (PE) or a Registered Architect (RA). If specific insurance is required for a project or it needs to be sealed by a Structural Engineer (SE), that must be communicated during quoting and may incur additional costs.
2. **SPECIAL INSPECTIONS:** Special inspections are not included at any stage of the project, during fabrication or after installation, and will be paid by the Client. King is not currently AISC certified.
3. **NO OBLIGATION TO PERFORM:** King and Installer shall not be obligated to perform changes in the Agreement until a Change Order has been executed or written instructions have been issued.

Ground & Site Readiness

1. **COMMUNICATION:** Client will communicate with King on the condition of the job site. Weekly meetings and other site visits by King are not included. Client will communicate these terms & conditions with all other parties responsible for doing the site work.
2. **OVERHEAD WIRES:** For substantial structural repairs, Site will be properly clear of overhead electrical lines and other hazards by Client to ensure safety of the Installer and crane operators.

3. **CONDUIT TO COLUMNS:** Client will be responsible to hire electrician to remove electrical conduit, located internally or externally of column, prior to structural repair work on a column. Conduit to be reinstalled by Client's hired electrician after canopy repair is complete.
4. **VENTS TO COLUMNS:** Client will be responsible to hire petroleum contractor to remove external vent pipes mounted to columns, and blow out internal vent pipes prior to repair work of columns involved in a structural repair, temporarily venting the tanks elsewhere during the repair. Vents to be reinstalled by Client's hired petroleum contractor after canopy repair is complete.
5. **GROUND FOR UNLOADING:** Before delivery, the ground must be firm, cleared of snow, drained, and graded. The delivery/unloading area must safely support a 50-ton crane, semi-tractor and trailer and canopy materials. This area does not need to be asphalt or concrete if it follows this requirement.
6. **DELAYS & TROUBLESHOOTING:** Client will be responsible for charges and costs incurred from delays of not following Terms & Conditions above, including but not limited to:
 - a) Billing associated with engineering time needed to resolve issues,
 - b) Installation time needed to troubleshoot (hourly wages, overtime, hotel, per diem, & return Installer mobilization cost), and
 - c) Equipment charges incurred during downtime (crane, truck, etc.).

Projects including Installation

1. **NON-UNION:** Installation cost is based on non-union labor. Prevailing wage, fringe benefit wage rates, and union labor are not included.
2. **CLEAR ITEMS UNDER CANOPY:** The concrete slab or ground under the canopy must be free of materials, trailers, and vehicles belonging to other construction trades during the repair's complete installation to ensure the Installer can effectively complete their work. These items shall be cleared by the contractors in charge of that equipment before canopy parts arrival.
3. **INSTALLATION TYPE:** Site conditions must match the installation type as quoted to match equipment used. More description of different types found in pdf document "Site Readiness for Installation Types".
4. **STANDARD (Default):** Price is quoted to install on concrete using only concrete-wheeled scissor lifts, including for perimeter work, which is the least expensive and fastest installation type.
 - a) **FLATWORK:** Client must extend concrete or asphalt a minimum of ten (10) feet beyond the canopy perimeter on all sides. This is required, per OSHA regulations, for Installer to be able to safely maneuver lift while installing perimeter gutters, framing, & fascia. A concrete pad poured exactly the same size as the canopy leading into gravel/dirt does NOT meet this requirement. Lifts provided by Installer in this installation type only.
 - b) **FALL PROTECTION:** Installer will use guardrails of scissor lift as fall protection per OSHA spec. Installation price subject to increase if Owner's or Client's safety policy is more strict and requires tying off more frequently than OSHA spec.
5. **ROUGH TERRAIN:** Sites with this designated type in quote would have concrete pad only as large as the canopy footprint, or all compacted gravel under canopy. This is a more expensive installation option and will take more days to install. Client will be responsible for increased installation charges including, but not limited to: rental of two (2) lifts for the length of installation, and increased installation price due to an extended completion date. Site must be further designated to match scissor lift or boom lift installation type below.
 - a) **SCISSOR LIFT:** Sites with this designated type need compacted gravel extending 10' beyond all canopy sides, which must be level/even with concrete pad for installer to use lifts, with 2 wheels on concrete and 2 wheels off to install perimeter gutters, and 4 wheels off concrete to install fascia. Client will be responsible for rental of two (2) All-terrain gas-powered 26' scissor lifts with 5'x8' deck for the length of installation.



Terms And Conditions (Page 2 of 2)

Projects including Installation (continued)

b) BOOM LIFT: Sites with this designated type would have looser gravel/dirt, open holes, piles of materials, or other obstacles exist. Client will be responsible for rental of two (2) 40' self-propelled boom lifts with a deck large enough to fit (2) workers and 100# of materials for the duration of the installation. Any sites that fit this category must be discussed prior to installation.

c) COMPACTION: Compacted gravel (3/4" clear gravel down to limestone screenings, no sand) must extend 10' beyond all canopy sides for installer to use 10,000# all-terrain scissor lifts or greater for boom lifts. If no concrete pad exists, compacted gravel to also be under entire canopy footprint. Client responsible to maintain compaction in changing site conditions for duration of installation.

6. CONCEALED OR UNKNOWN CONDITION: Installer to determine if site conditions match the selected installation type and lift type. If a condition at the Worksite is a subsurface or other physical condition materially different from the quoted installation type, Client will be responsible for increased installation charges including, but not limited to: rental of two (2) lifts matched with the site condition encountered for the length of installation and increased installation price due to an extended completion date.

a) Scheduled installation completion dates may be changed, due to the additional installation time, if not communicated prior to contract Agreement. Installer may need to leave site for other scheduled projects and return at their next opening, with client responsible for return trip fee.

7. DISPENSERS & OBSTACLES: Canopy repair installation to be scheduled so that site is free from as many obstacles as possible, such as dispensers, islands, bollards, above ground tanks, or any other structure, to allow Installer the space needed to perform their work safely and to avoid property damage. Extra charges will apply if Installer has to work around structures not communicated during quoting that do not belong on site.

8. ACCESS TO WORK AREA: Installer must have full access to their work area during the full course of the canopy installation, including the ability to park their vehicles with tools in their immediate work area. Asphalt shall not be scheduled to be poured during canopy installation.

9. CONSTRUCTION FENCING: Construction fencing and delineation will be provided and set up by Client. Installer is equipped with 29" tall cones and caution tape only.

10. DUMPSTER: Client shall provide 20-yd dumpster(s) for Installer to discard packaging materials and some metal pieces that are cut to length at site. Custom-order fascia tends to have more packaging materials and may need additional dumpsters provided by Client.

11. CLOSED TO FUELING: The canopy work area will be closed to the public and closed to fleet fueling operations. Projects are quoted to have no traffic driving or other construction trades working under the canopy during construction. There are *no exceptions to this condition while the structural steel is being set or while the roof decking is being installed*, for safety reasons and to avoid property damage. This could take several hours for a structural repair. a) If it is desired to leave lanes open during installation of perimeter work (gutters, fascia framing, fascia), an extra fee will apply. Fee is determined per site. This can only be done after the initial required down time of setting structural steel.

12. COLD WEATHER INSTALLATION: Projects in northern states are quoted for warmer weather installation, and shall ship prior to January/February/March, or additional days are needed in the schedule to complete the project and an additional charge could apply.

13. SNOW REMOVAL: Snow removal to be provided by Client. 2 weeks before canopy arrival, site shall be cleared and maintained to remove snow under the canopy footprint, 10' beyond perimeter on all sides, and in places to receive semi-tractor and trailer, crane, and unloaded materials.

14. DELAYS & TROUBLESHOOTING: Client will be responsible for charges and costs incurred from delays of not following Terms & Conditions above, including but not limited to:

- a) Billing associated with engineering time needed to resolve issues,
- b) Installation time needed to troubleshoot (hourly wages, overtime, hotel, per diem, & return Installer mobilization cost), and
- c) Equipment charges incurred during downtime (crane, truck, etc.).

By signing this quote agreement, Client agrees to the general requirements and the terms and conditions listed above, relating to the site condition, set forth by King Manufacturing Corporation.	
Client Name	_____
Signature	_____
Date	_____