

**PLAYGROUND EQUIPMENT**  
**MASTER PRICE AGREEMENT**

This Master Purchase Agreement effective as of September \_\_\_, 2012 is by and between the CITY OF GAHANNA, OHIO ("Purchaser") and PLAYWORLD SYSTEMS, INC. ("Supplier").

**RECITALS**

WHEREAS, the Supplier is in the business of selling certain products and related services, as further described herein; and

WHEREAS, the Supplier desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Supplier desires to extend the terms of this Master Price Agreement to members of National Purchasing Partners, LLC, also dba FireRescue GPO and Public Safety GPO.

NOW, THEREFORE, Supplier and Purchaser, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – CERTAIN DEFINITIONS**

1.1 "Parties" shall mean the Purchaser and Supplier.

1.2 "Agreement" shall mean to this Master Price Agreement, including the main body of this Agreement and Attachments A-D attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal (herein "RFP") and the Purchase Order(s) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.3 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind, including, but not limited to, those relating to (i) affirmative action and equal employment opportunity, (ii) nondiscrimination based on race, color, creed, religion, sex, age, ethnic origin or existence of a disability, (iii) wages and hours, (iv) workers' compensation and unemployment insurance, (v) labor and employment conditions, (vi) occupational safety and health and (vii) the environment and the use and handling and disposal of toxic and/or hazardous substances and materials.

1.4 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Supplier's employees (or

subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.5 "National Purchasing Partners" or "NPP" is a subsidiary of two nonprofit health care systems and provides group purchasing marketing and administrative support for governmental entities and non-profit institutions within the membership. National Purchasing Partners' membership includes participating public and non-profit entities across North America. National Purchasing Partners also does business as FireRescue GPO and Public Safety GPO.

1.6 "Participating Agencies" shall mean members of National Purchasing Partners for which Supplier has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein.

1.7 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.8 "Products" shall mean the products and/or services to be sold by Supplier hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Supplier to reflect products and/or services offered by Supplier generally to its customers.

1.9 "Purchase Order" shall mean any authorized written, electronic, telephone or fax order sent or made by Purchaser pursuant hereto, including, but not limited to, written purchase orders, requisitions sent by fax machine, and orders in such other form and/or mode of transmission as Purchaser and Supplier may from time to time agree. Each Purchase Order will specify the following items: National Purchasing Partners contract number, specific Products requested (by id number), unit price per Product, quantity, delivery schedule, destination (with contact/recipient), and total price of the Purchase Order. Each Purchase Order issued under this Agreement shall be made part of, and be incorporated into this Agreement, and shall reference this Agreement on the face of each Purchase Order. Should any Purchase Order not conform to or satisfy the terms of this Agreement, Supplier shall have five (5) business days after receipt to reject the Purchase Order. By not rejecting the Purchase Order within five (5) business days, Supplier will have accepted the Purchase Order. In addition, the parties agree that this Agreement and accepted Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

1.10 "Request for Proposal" or "RFP" shall mean the request by Purchaser for Supplier's proposal as to the specific terms of the sale of products and/or services by Supplier.

1.11 "Unemployment Insurance" shall mean the contribution required of Supplier, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

## **ARTICLE 2 – AGREEMENT TO SELL**

2.1 Supplier hereby agrees to sell to Purchaser such Products as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 All Purchase Orders issued by Purchaser to Supplier for Products during the Term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Supplier, the provisions of this Agreement shall govern, except to the extent the Purchaser and Supplier acknowledge the differing terms in writing. No other terms and conditions, including, but not limited to, those contained in Supplier's standard printed terms and conditions, on Supplier's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.3 Notwithstanding any other provision of this Agreement to the contrary, Purchaser shall have no obligation to order or purchase any Products hereunder and the placement of any Purchase Order shall be in the sole discretion of Purchaser. Without limiting the generality of the foregoing, the actual quantity of Products to be purchased hereunder shall be determined by Purchaser in its sole discretion. This Agreement is not exclusive. Supplier expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, products which are identical or similar to the Products described in this Agreement from any third party.

2.4 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The Purchase Order; and
- (iii) The RFP.

2.5 Extension of contract terms to National Purchasing Partners, LLC

2.5.1 Pursuant to Section 1.0 of the RFP, Supplier agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to other government agencies that are members of National Purchasing Partners, also dba FireRescue GPO and Public Safety GPO, that have executed a National Purchasing Partners IGA as a Participating Agency, and that wish to access this Agreement in accordance with Attachment C which is attached hereto and incorporated herein by reference ("Participating Agencies"). Each Participating Agency will be exclusively responsible for and deal directly with Supplier on matters

relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them under and in accordance with the laws of the State in which the Participating Public Agency exists. Pursuant to 1.3A) of the RFP, CITY OF GAHANNA shall not incur any liability as a result of the access and utilization of this Agreement by any other Participating Agency. In addition, Supplier and each Participating Agency agrees to hold Purchaser harmless from any and all damages, claims, losses, expenses, costs, obligations and liabilities arising out of any contract, purchase order or other agreement between Supplier and a Participating Agency, whether now in existence or hereafter arising.

- 2.5.2 *This Solicitation meets Ohio public contracting requirements and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*
- 2.5.3 Supplier acknowledges execution of a Vendor Administration Fee Agreement with National Purchasing Partners, LLC, pursuant to Section 1.3C) of the RFP.

## **ARTICLE 3 – TERM AND TERMINATION**

3.1 The term of this Agreement shall commence on the date hereof and shall continue for three (3) years, expiring on June 30, 2015 (the "Original Term"), subject to any earlier termination as provided herein. Notwithstanding the foregoing, upon termination of the original three (3) year term, the Master Price Agreement shall automatically extend for up to three (3) successive one (1) year periods; provided that Purchaser and/or the Supplier may unilaterally decline extension of the Master Price Agreement by providing written notification at least thirty (30) calendar days prior to the annual automatic extension of the original Master Price Agreement term.

3.2 Either party may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

## **ARTICLE 4 – PRICING, INVOICES, AND PAYMENT**

4.1 Purchaser shall pay Supplier for all Products ordered and delivered in compliance with the terms and conditions of this Agreement on the terms and at the discounts specified for each such Product on Attachment A. Subject to paragraph 4.6 and Attachment A, the discounts for Products set forth on Attachment A hereto shall remain fixed during the entire Term of the

Agreement and shall not be increased as a result of the quantity of Products ordered, the delivery time within which such Products are required to be delivered to Purchaser or for any other reason, provided that manufacturing pricing for raw materials is not guaranteed and may be adjusted based on the next manufacturer's or raw material price increase and the resulting updated price list. Unless otherwise directed by Purchaser for expedited orders, Supplier shall utilize such common carrier for the delivery of Products as Supplier may select; provided, however, that for expedited orders Supplier shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Supplier for its own account or for the account of any other similarly situated customer of Supplier.

4.2 Supplier shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement and such reasonable requirements as may be prescribed by Purchaser from time to time. Invoices shall be addressed as directed by Purchaser.

4.3 Unless Attachment A expressly provides otherwise, the prices specified on Attachment A include (i) all taxes and duties of any kind which Supplier is required to pay with respect to the sale of Products covered by this Agreement and (ii) all charges for packing, packaging and loading.

4.4 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, except as otherwise provided on Attachment A, all purchases hereunder shall be prepaid F.O.B. Purchaser's Destination.

4.5 Except as specifically set forth on Attachment A, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Supplier in connection with the provision of the Products, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses"). To the extent that Attachment A expressly requires Purchaser to reimburse Supplier for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Attachment A, Purchaser shall not be responsible for any such reimbursement unless the expenses to be reimbursed are (i) approved, in each instance, in advance by Purchaser; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that Purchaser may, as a condition of its approval of any such Incidental Expense reimbursement, require in each instance Supplier to utilize suppliers or service providers prescribed by Purchaser, which may include suppliers or service providers which are affiliated with Purchaser.

4.6 Price reductions or discount increases may be offered at any time during the contract period and shall become effective upon notice of acceptance by the Purchaser. In addition, special, limited-time reductions are permissible under the following conditions: 1) Reduction is available to all Participating Agencies; 2) Reduction is for a specific time period, normally not less than thirty (30) days; 3) Original price (discount) is not exceeded (reduced) after the time-limit; and 4) Lead Contracting Agency has approved the new prices or discounts prior to any offer of the prices to Participating Agencies.

## **ARTICLE 5 – INSURANCE**

During the term of this Agreement, Supplier shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in the states where Products are to be sold hereunder.

## **ARTICLE 6 – INDEMNIFICATION**

Supplier agrees that it shall indemnify, defend and hold harmless Purchaser, its respective officials, directors, employees and agents (collectively, the “Indemnities”), and National Purchasing Partners from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney’s fees), suffered directly or indirectly by any of the Indemnities by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Supplier in this Agreement, (ii) any failure by Supplier to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Supplier, any subcontractor of Supplier, or any of their respective employees or agents, (iv) any failure of Supplier, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Supplier under this Agreement or Supplier’s performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products or any part thereof infringe any third party’s U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Purchaser or its officials, directors, employees, agents or contractors. In addition, Supplier shall not be liable for infringement claims related to nonstandard or special-order product, the design of which is provided to Supplier by Purchaser. The provisions of this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Attachment B for all Supplier and manufacturer express warranties. In addition to any other warranties, guarantees, or obligations set forth on Attachment B or applicable as a matter of law and not in limitation of the terms of the this Agreement, Supplier warrants that (i) Purchaser will have good title to the Products and will be new, (ii) the Products will be of good quality and free from defects, including defects in the workmanship or materials, (iii) the Products will be fit for the purpose for which they are intended and will be merchantable.

## **ARTICLE 8 - INSPECTION AND REJECTION**

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser except to the extent they are later determined to be nonconforming or defective. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Supplier's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Supplier for correction or replacement, or (ii) require Supplier to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products, all at Supplier's sole cost including, without limitation, the cost of labor associated therewith. If Purchaser elects option (ii) in the preceding sentence and Supplier fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect and sort the Products and Supplier shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Supplier of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Supplier may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

## **ARTICLE 10 - COMPLIANCE WITH LAWS**

10.1 Supplier agrees to comply with all Applicable Laws. Without limitation of the foregoing sentence, Supplier shall comply with all applicable equal employment opportunity, affirmative action, and all other contract clauses required by Applicable Law and shall, at Supplier's expense, secure and maintain in full force during the Term of this Agreement, any and all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Supplier shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

## **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the parties. Neither party shall in any advertising, sales materials or in any other way use any of the names or logos of the other party without the prior written approval of the other party.

11.2 In the course of their relationship, the Parties (each, a "Disclosing Party") may disclose to each other written or electronically communicated or stored information under this Agreement which they deem confidential, including, without limitation, pricing and sales information and customer names ("Confidential Information"). Accordingly, the Parties hereby agree as follows: (A) each Party shall not disclose Confidential Information to any other person, firm or corporation (including, without limitation, affiliated corporations and separate business units) except as provided herein, and shall use the same degree of care to avoid publication or dissemination of such Confidential Information as they employ with respect to their own information which they do not desire to have published or disseminated. All Confidential Information shall be retained by each Party in a secure place with access limited to only such of its employees or agents (including consultants, accountants and attorneys) who need to know such information for purposes of this Agreement and each of the foregoing persons shall be informed of the existence and terms of this Section and each Party hereby acknowledges and agrees that it shall be liable to the other for any breach by its employees or agents; and (B) each Party shall not use any Confidential Information in connection with its own marketing or product pricing or other internal purposes except to the extent necessary to fulfill its obligations under the Agreement; and (C) each Party shall not solicit or market any product to any of the other Parties' customers based upon information provided to it by the other Parties (whether by customer list, customer registration or otherwise); and (D) at the conclusion of this relationship or upon demand by another Party, all Confidential Information, including marketing documents, other written notes, diagrams, memoranda, or notes taken by each Party regarding Confidential Information, shall be returned to the Disclosing Party or, at the request of the Disclosing Party, destroyed. The term "Confidential Information" shall not include, and each Party shall have no obligation with respect to, any information which: (i) is already known to it; or (ii) is or becomes publicly known through no wrongful act of it; or (iii) is rightfully received from a third party without restriction and without breach of this Agreement; or (iv) is independently developed by it; or (v) is approved for release by written authorization of the Disclosing Party. The Parties may disclose any Confidential Information received hereunder pursuant to any applicable law, regulation or court order, provided that such disclosure will be limited to the minimum acceptable level of disclosure and that the Party required to disclose such information will immediately notify the Disclosing Party of the imminent disclosure and reasonable cooperate to minimize or prevent such disclosure to the maximum extent allowed under applicable law, regulation or court order. Each Party acknowledges that disclosure or improper use of the Confidential Information would cause the Disclosing Party immediate and irreparable harm. Each Party agrees that the Disclosing Party will be entitled to equitable relief in addition to any other remedies available to it.

## **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Supplier's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Supplier, during normal business hours, audit the books, records and accounts of Supplier to the extent that such books, records and accounts pertain to sale of any Products hereunder or otherwise relate to the performance of this Agreement by Supplier. Supplier shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. This Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination and Purchaser shall continue to have the right to audit during such period.

## **ARTICLE 13 - DELIVERY REQUIREMENTS**

TIME IS OF THE ESSENCE WITH RESPECT TO EACH PURCHASE ORDER ISSUED HEREUNDER. If Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements hereunder or under any Purchase Order, Supplier shall promptly notify Purchaser in writing. Except as otherwise provided in Article 18 below, if Supplier does not comply with the applicable delivery schedule, in addition to any other remedies it may have, Purchaser may require delivery by fastest method available and any actual out-of-pocket charges or costs resulting from such method (including, but not limited to, premium shipping rates, etc.), if any, must be fully prepaid and/or absorbed by Supplier without additional cost to Purchaser. It is Supplier's responsibility to comply with the delivery schedule applicable to each Purchase Order accepted by Supplier.

## **ARTICLE 14 - RISK OF LOSS AND PASSAGE OF TITLE**

Supplier shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

## **ARTICLE 15 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Supplier or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Supplier and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

## **ARTICLE 16 - RELATIONSHIP OF PARTIES**

Supplier is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Supplier and Purchaser. Neither party has the power or authority to bind or commit the other.

## **ARTICLE 17 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Purchaser:

City of Gahanna  
ATTN: Troy Euton  
200 S. Hamilton Rd.  
Gahanna, OH 43230

If to Supplier:

with a copy to:

Bruce R. Busch  
Senior Vice President  
National Purchasing Partners, LLC  
1100 Olive Way, Suite 1020  
Seattle, WA 98101

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

### **ARTICLE 18 - FORCE MAJEURE**

Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining raw materials, supplies or transportation. A party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

### **ARTICLE 19 - WAIVER**

No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

## **ARTICLE 20 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by Supplier without the prior written consent of Purchaser which shall not be unreasonably withheld or delayed. Supplier shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

## **ARTICLE 21 - SEVERABILITY**

To the extent possible, each provision of this Agreement and any Purchase Order shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement or any Purchase Order issued in accordance with this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement or Purchase Order, but rather the entire Agreement or Purchase Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

## **ARTICLE 22 - INCORPORATION; ENTIRE AGREEMENT**

22.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or the Purchase Order, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

22.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

## **ARTICLE 23 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

## **ARTICLE 24 - MODIFICATIONS**

This Agreement may be modified or amended only by a writing executed by both parties hereto.

## **ARTICLE 25 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Purchaser exists, without regard to its choice of law provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PURCHASER: CITY OF GAHANNA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

SUPPLIER: PLAYWORLD SYSTEMS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

## **ATTACHMENT A**

**to Master Purchase Agreement dated August \_\_, 2012 by and between SUPPLIER and PURCHASER.**

### **PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Playworld Systems, Inc. proposes and has used a discount based upon the manufacturer's price list as provided in the Pricing Proposal Sheet attached hereto. Pricing for non-standard, special-order products shall be negotiated by the parties.

Freight shall be FOB destination – prepaid and added. Equipment is delivered unassembled. Unloading and assembly is the responsibility of the Purchaser unless previous arrangements have been agreed upon by Supplier and Purchaser.

Pricing contained in this Attachment A shall be extended to all National Purchasing Partner members with the states of Oregon, Washington, Alaska, North Idaho, and Montana upon execution of the National Purchasing Partners Intergovernmental Cooperative Purchase Agreement Participating Agency Endorsement and Authorization.

**A. Pricing is 9% off of List Price**

Attached is our spreadsheet listing out all products.

Standard delivery time: Playworld Systems normal lead time from receipt of order is 15 days. Shipping time is dependent on the ship to location and method of shipping (UPS, YRC, truckload, expedited, etc.).

Installation costs vary by state based on wage rates and travel expenses. Under normal circumstances these costs can range from 25%-45% of equipment cost. Playworld Systems is the Manufacturer.

**B. Plans and drawing (attached)**

**C. Price comparisons (attached)**

**1. Project A**

Accessible route to transfer station listed on drawing

Ground level play components: 4

Accessible ground level: 4

Elevated components: 5

Accessible elevated components: 5

Size: 18' x 15' x 13'

Decks: 36" and 60"

\$15,361 List Price/Discount 9%/Contract Price \$13,978.51

Uprights: 3.5 in. Support Post - 13 ga.  
Child capacity: 26  
Color options: see attached  
Design costs: none  
Freight to 43230: \$530.00 estimated delivery charges via YRC

2. Project B  
Accessible route to transfer station listed on drawing  
Ground level play components: 4  
Accessible ground level: 3  
Elevated components: 9  
Accessible elevated components: 9  
Size: 34' x 24' x 14'  
Decks: 48" and 72"  
\$35,693 List Price/Discount 9%/Contract Price \$32,480.63  
Uprights: 3.5 in. Support Post - 13 ga.  
Child capacity: 49  
Color options: see attached  
Design costs: none  
Freight to 43230: \$1,150 estimated delivery charges via YRC

3. Project C  
Accessible route can be created along the path  
Ground level play components: 8  
Accessible ground level: 8  
Elevated components: 0  
Accessible elevated components: 0  
Size: N/A  
Decks: N/A  
\$6,165 List Price/Discount 9%/Contract Price \$5,610.15  
Uprights: Steel Tubing - 2.375 in. OD, 12 ga.  
Child capacity: 12  
Color options: see attached  
Design costs: none  
Freight to 43230: \$330.00 estimated delivery charges via YRC

## **SPECIFICATIONS**

### **Part 1 General**

#### **1.1 Quality Assurance**

- A. Manufacturer Qualifications  
1. Playworld Systems is a founding member of the International Play Equipment Manufacturers Association

(IPEMA), a member-driven organization whose mission is to assist in providing safe environments for children to play. In the interest of playground safety, IPMEA provides a third-party certification service, whereby a designated independent laboratory, TUV America, validates a participant's certification of conformance to the following standards:

ASTM Standard F1487

Standard Consumer Safety Performance Specification for Playground Equipment for Public Use

CAN/CSA Z614

Guidelines on Children's Play Spaces and Equipment

ASTM F1292

Standard Specification for Impact Attenuation Under and Around Playground Equipment

The use of the corresponding IPEMA certification logo (shown to the left) signify that Playworld Systems has received written validation from an independent laboratory that the products associated with the use of the logo conforms with the requirements of the indicated standard.

2. An ISO-Certified Playground Equipment Manufacturer Playworld Systems is proud to be ISO 9001:2000 certified. The ISO 9001:2000 certification is awarded to those companies that demonstrate commitment to and performance in manufacturing and shipping high quality products. The stringent criteria are globally recognized as the authoritative voice on quality certifications.

Playworld Systems is also ISO 14001 certified, which guarantees that the organization meets the highest standards for environmentally-responsible manufacturing.

3. Playworld Systems designs our playground equipment to meet or exceed the recommendations given in publication no. 325 of the Consumer Product Safety Commission's guidelines titled Handbook for Public Playground Safety. This statement pertains to equipment only.

- B. Playworld Systems designs our playground equipment to meet or exceed ASTM F1487-07 titled Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. This statement pertains to equipment only.
- C. Insurance Certificate (see attached)

- D. Installer letter of manufacturer certification (see attached sample letter)
- E. Playworld Systems designs playgrounds to meet the 2010 ADA Standards for Accessible Design, published by the Department of Justice in September 2010, when installed over a properly maintained surfacing material in compliance with ASTM F1951 Accessibility of Surface Systems Under and Around Playground Equipment.

Compliance with the above standard and guidelines requires that the owner/operator install equipment per the manufacture's installation instructions and also provide protective surfacing within the use zone of each play structure in accordance with ASTM Specification F1292 titled Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment, appropriate for the fall height of each structure.

## Part II Materials

- A. Playworld Systems products are made in the U.S.A., in our central Pennsylvania manufacturing facility, from domestic and foreign content. Only a few parts are purchased from trusted international suppliers:
  - Ropes used in our play equipment are manufactured in Germany by Berliner Selifabrik.
  - Some miscellaneous hardware and mechanisms are made in modern factories in Germany and China, which are purchased through U.S. companies.

### **The Building Blocks of Quality Play**

Playworld Systems' products are built to last, with premium materials that are the most playground-tough and environmentally safe in the industry.

- B. Hardware:
  - Tamper-Resistant Stainless Steel Hardware**  
Backed by a lifetime warranty, all Playworld Systems' hardware is stainless steel to prevent rust and corrosion. Most require only a TORX® head driver for hassle-free assembly. Exposed hardware is also tamper-resistant for added security.

### **Specification:**

All required hardware for assembly of the structure shall be included. All fasteners shall be 18-8 grade stainless steel. (300 series) Capped lock nuts which cover bolts ends shall be included. Tamper-resistant hardware is utilized on principle clamping mechanisms. Special tools shall be provided for assembly and maintenance. Clamp connection disassembly and slippage is eliminated by using drive rivets. Physical locking devices are used on all exposed and accessible connection points, such as lock nuts. A

nylon threadlocking patch is applied to certain hardware. Liquid thread-lock is also used to hinder fastener removal.

#### C. Die Cast Clamps

##### Double-Banded Clamps

The most versatile, easy-to-install clamp in the industry, Playworld Systems' die-cast, aluminum alloy Double-Banded Clamp features an exclusive S-lap design that eliminates all clamp string entanglement concerns. More than 10 times stronger than required by ASTM, our hinged clamp is backed back by a lifetime warranty.

##### Specification:

Shall be die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement. (See Die Cast Clamps) Finished with a shot blast and a powder coating. (See Superdurable Polyester Powder Coat Finish) Because a hinged clamp design provides the easiest and most flexible installation, clamps which incorporate a slithrough design or clamping devices that use a "bolt though" design are not acceptable. The use of two (2) piece steel half clamps are not acceptable due to poor weatherability and inherent rust problem.

#### D. Rotationally Molded Plastic Parts

##### Compounded Pigmented Rotomolded Plastics

All Playworld Systems' rotomolded plastic components are made of shatter-proof HDPE plastic that are compounded pigmented resins, which provide twice as much impact resistance as the more commonly used dry-blended resin. Backed by a 15-year warranty, our plastics are also UV resistant, so your colors stay brighter longer.

##### Specification:

Shall be rotationally molded from color-compounded, first quality, linear low density, polyethylene. Dry-blended or molded-in resins are not acceptable. Color-compounded polyethylene is 23 times stronger than dry blended resins providing better bonded strength with greater surface contact. Compounded color provides superior colorfastness, UV resistance, and impact resistance with solid color molecules.

Polyethylene shall be ultraviolet (UV) stabilized to UV-8 and have anti-static additives.

Cross-sectional design shall be .25 in. (6 mm) nominal thickness, double wall construction. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 (Environmental Stress

Crack Resistance), D-2565 (Ultraviolet). Meets UL94HB Horizontal Burn Test. Shall meet Arm Test for impact strength (@ minus 40°C) (.25 in. thickness). Shall meet color change criteria (QUV 500 hours per SAE 1960-89).

E. Sheet Plastic

Specification:

Shall be fabricated from colored marine grade, .75 in. high density polyethylene and machined. Shall be ultraviolet (UV) stabilized. Meets FDA requirements. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density), D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 and D-2561 (Environmental Stress Crack Resistance), D-2240 (Hardness), D-1822 (Tensile Impact) D- 746 (Brittleness), D-1525 (Softening Point).

F. Tubing

Triple-Coated Posts and Tubing

Our cold-formed steel tubing provides high-shield, high-tensile strength and has an interior corrosion resistant coating, which we enhance even further with our superior Triple Coating process:

1. Hot Dipped Flo-Coat™ uniform zinc galvanizing
2. Chromate conversion coating
3. Clear Polymer coating

Our tubing is washed and sanitized before we apply a baked-on powder-coating for a strong molecular adhesion to all of our tubing, components, and posts.

Multiple Size Post Options

Playworld Systems offer posts in 2-3/8", 3-1/2", and 5" diameters to best meet your budget and space requirements. Available in galvanized steel or recycled aluminum, our posts feature a triple-coat process (as mentioned above) for a tough finish that's virtually impervious to rust and corrosion. And we back our posts with a lifetime warranty.

Factory-Installed Post Caps

Super-tough, cast-aluminum post caps are factory-installed and riveted in place for maximum durability and vandal resistance. All post caps carry a lifetime warranty.

Coped Welding

Our welders use coped welds to create stronger, cleaner joints that are able to withstand constant use and varying weight loads. Coped weld joints are stronger because more of the tubing surface is in direct contact at the weldment. Our steel plates undergo a tumbling process that removes burrs and sharp edges which provides better paint coverage to help eliminate rust.

Specification:

Steel Tubing

Tubing shall be cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: a hot-dipped Flo-Coat® uniform zinc galvanized coating, a chromate conversion coating and a clear polymer coating. Galvanized exterior coating weight shall be within the range of .4 oz./sq. ft. and .6 oz./sq. ft. Tubing shall have a corrosion resistant, zinc-rich paint interior coating. ASTM Specifications: A-315, A-500, A-513, E-8. Aluminum Tubing (Support Post and Sleeve) Shall be extruded 6061-T6 extruded seamless aluminum alloy tubing. ASTM Specifications: A-315, A-500, A-513, B-221, QQ-A-200/8, E-8. Aluminum Tubing (Arch) Shall be an all welded assembly fabricated of 6063-T4 extruded seamless aluminum alloy tubing.

5 in. Support Post

Shall be fabricated of 5 in. outside diameter, 11 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Steel Tubing - 5 in. OD, 11 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

3.5 in. Support Post - 13 ga. Shall be fabricated of 3.5 in. outside diameter, 13 gauge galvanized steel tubing. (See Tubing) Finished with a baked on polyester powder coating or PrismCoat. (See PrismCoat / Polyester Powder Coat Finish)

Steel Tubing - 3.5 in. OD, 13 ga.

Tensile strength shall be 55,000 psi. Yield strength shall be 50,000 psi.

2.375 in. Support Post Shall be fabricated of 2.375 in. outside diameter, 12 gauge galvanized steel tubing. (See Tubing) Shall be finished with a baked on polyester powder coating. (See Superdurable Polyester Powder Coat Finish)

Steel Tubing - 2.375 in. OD, 12 ga.

Tensile strength shall be 75,000 psi. Yield strength shall be 60,000 psi.

G. Polyester Powder Coat Finish

Superdurable Paints

Playworld Systems' exclusive use of Superdurable Polyester Powder Coating provides enhanced, light-stable pigments for superior UV stability and fade resistance.

### Rust Defender

Boosts our Superdurable Paint with an extra layer of rust protection on weld joints, brackets, and high traffic areas.

### Specification:

Powder coating is electrostatically applied at a thickness of 2 to 5 mils (.002 - .005). Powder coating produces a highly decorative finish having a hard, smooth surface, which is resistant to abrasion, corrosion, and mechanical damage. All galvanized tubing has a factory-applied clear acrylic polymer coating. All components shall be free of excess weld and weld spalls. After fabrication all weld joints are to be thoroughly cleaned using a chipping hammer and wire brush to remove all weld slag from weld joint. Prior to finishing, components shall be cleaned with a three-stage alkaline bath and an ECLPS 2400 sealer for adhesion and rust inhibitor during the preparation process. Components are thoroughly dried before being coated with Superdurable TGIC polyester powder and are cured at temperatures between 375° and 400° F. Epoxy or hybrid paints are not acceptable. Finish quality conforms to ASTM Specifications: B-117 (Salt Spray Resistance Test), D-2794 (Impact Resistance Test), D-1734 (Mandrel Flexibility Test), D-2247 (Humidity Resistance Test), D-822 (Weatherability Test), D-3363 (Pencil Hardness Test), D-3359-B (Crosshatch Adhesion Test), and D-2454 (Overbake Resistance Test) D-522 (Conical Mandrel), D-523 (Gloss - 60°). Standard durability of polyester powder coatings typically retain 80% of their original gloss after 1 year, and 50% of their original gloss after 18 months of Florida outdoor exposure. Superdurable polyester powder coatings typically retain 90% of their original gloss after 1 year, and 50% of their original gloss after five years of Florida outdoor exposure. Expect superdurable colors to retain 80% of their gloss after 2 years of outdoor exposure. These coatings are also shaded with high grade, light stable pigments and will shift less than 2dE in color after 2 years.

### Epoxy/Polyester Primer

Epoxy/Polyester Primer is a powder coating which is electrostatically applied at a thickness of 2 to 5 mils (.002 - .005). Epoxy/Polyester Primer coating produces a finish having a "tooth" which readily accepts the proceeding coating of Superdurable polyester powder. This primer coating adds an additional AL level of protection which is resistant to abrasion, corrosion, and mechanical damage. All components shall be free of excess weld and weld spalls. All edges to be eased by tumbling or other manner to eliminate a sharp edge. After fabrication all weld joints are to be thoroughly cleaned using a chipping hammer and wire brush to remove all weld slag from weld joint. Prior to finishing, components shall be cleaned with a three-stage alkaline bath and an ECLPS 2400 sealer for adhesion and rust inhibitor during the preparation process. Components are thoroughly dried before being coated with Epoxy/Polyester Primer powder

and are set cured at temperatures between 375° and 400° F through an infrared oven prior to being top coated with Superdurable polyester powder finish.

#### H.PVC-Free Finishing

PVC-Free Eco-Armor® - Environmentally Friendly!

Eco-Armor is Playworld Systems' long-lasting, thermoplastic Polyethylene (PE) coating—the 100% recyclable, durable alternative to traditional PVC coatings. Our Eco-Armor coating averages a 38% lower carbon footprint than PVC coatings and is safe to dispose of. Eco-Armor is also phthalate free, lead free, and cadmium free, making it safe for our environment and our health.

Specification:

Functionalized PE, copolymer-based, thermoplastic powder coating;

Eco-Armor is designed for maximum mechanical performance, impact-resistance and UV stability with the following performance properties:

Property Testing Method Results Flexibility (conical mandrel) ASTM D 522 1/8", no cracks (greater than 32%) Adhesion ASTM D 4541 800 psi

Impact-resistance ASTM D 2794 Greater than 320 in-lbs

Gloss ASTM D 523 12

Taber abrasion ASTM D 4060 26 (mg loss, CS 17 wheel)

Tensile strength ASTM D 638 3482 psi

% Elongation ASTM D 638 13%

Humidity-resistance ASTM D 2247 No blistering or loss of gloss after 1000 hours

Salt spray ASTM B 117 No significant change in color or gloss after 2000 hours

QUV ASTM G 53 No significant change in color or gloss after 2000 hours

- I. Installation Instructions are available in electronic format and shipped with each order.
- J. Playworld Systems provides design services to all customers. Our team of designers provides professional service and quotation packages for our network of distributors. They demonstrate excellent customer service, communication and problem solving skills that meet and exceed customer needs. Our designers have completed CPSI (Certified Playground Safety Inspector) training. They will provide quote packages to include pricing information, product selection, top view, elevations upon request, 2D and 3D drawings to scale showing use zones and dimensions. Designs will also indicate accessible routes and components.
- K. Playworld understands the safety requirements necessary to fulfill this contract.

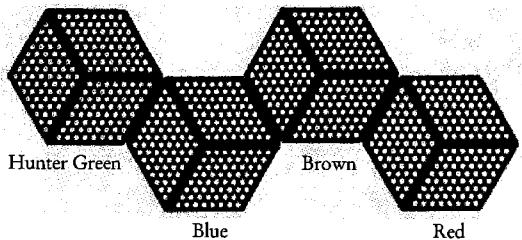
[INSERT PDF OF PROJECT A, B AND C WITH PRICING AND PARTS]

## CUSTOM COLOR PALETTES

Playworld Systems makes it easy to personalize your playground with colors that reflect your community pride, boost school spirit, or complement your surrounding architecture and environment.

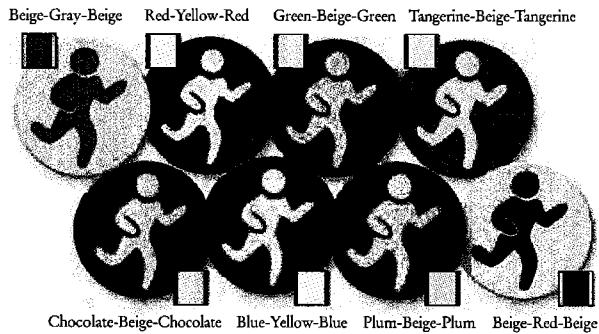
### ECO-ARMOR® COLORS

Playworld Systems is proud to have eliminated 99.999% of PVCs from our products with Eco-Armor, our more durable, PVC-free, thermoplastic Polyethylene (PE) coating.

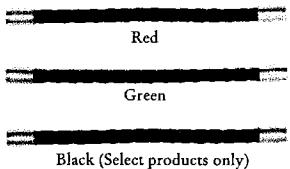


### TWO-COLOR PLASTICS

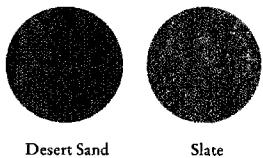
*Front view shown. Side view inset.*



### ROPE COLORS

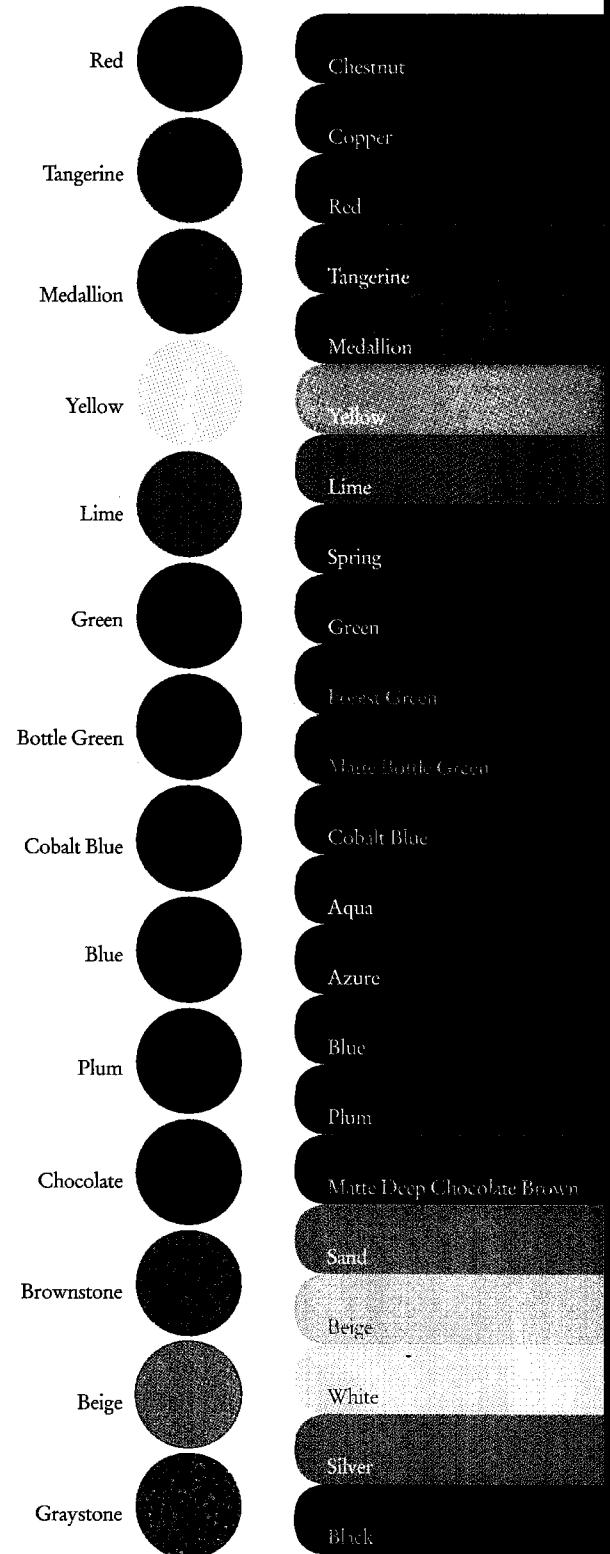


### ORIGINS™ BOULDERS COLORS



### ROTOMOLDED & SHEET PLASTIC COLORS

Graystone, Brownstone, Bottle Green, and Chocolate are only available in rotomolded plastic.



### COMPONENT & POST COLORS

Playworld Systems uses Superdurable Polyester Powder Coating, which uses enhanced, light-stable pigments for superior UV stability and fade resistance.

# Project A

Design Number: 12-2651A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Posts			
1	ZZCH0007	3.5in OD x 100in STEEL POST W/ RIVETED CAP	2
2	ZZCH0039	3.5in OD x 148in STEEL POST W/O CAP	4
3	ZZCH0049	3.5in OD x 160in STEEL POST W/O CAP	4
Decks & Kick Plates			
4	ZZCH0616	SQUARE COATED DECK ASSEMBLY	2
ADA Items			
5	ZZCH2007	TRANSFER STATION w/TALL GUARDRAIL (36in DECK)	1
6	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides			
7	ZZCH2658	GLIDE SLIDE (60in DECK)	1
8	ZZCH3106	WIDE GLIDE SLIDE (36in DECK)	1
Activity Panels			
9	ZZCH4290	POST MOUNTED STEERING WHEEL	1
10	ZZCH4440	SHAPE-COLOR ACTIVITY WALL	1
11	ZZUN4279	TELESCOPE PIPE WALL MOUNT (CH/EX)	1
Crawl Tubes			
12	ZZCH5657	HORIZONTAL S/90 DEG ADVENTURE TUBE (GROUND LEVEL)	1
Barriers			
13	ZZCH4095	CENTERLINE PIPE WALL BARRIER	1
Climbers			
14	ZZCH8120	BEANSTALK CLIMBER (60in DECK)	1
Audible Activities			
15	ZZCH4556	7in BELL (POST MOUNT)	1
16	ZZCH4557	8in BELL (POST MOUNT)	1
Roofs & Arches			
17	ZZCH9846	CABANA ROOF	2
Stairs and Ladders			
18	ZZCH9170	24in ACCESS STEPPED PLATFORM (DECK TO DECK)	1
Additional Tool & Maintenance Kits			
19	ZZCHGUID	CHALLENGER GUIDELINES	1
20	ZZUN9910	SURFACING WARNING LABEL KIT	1
21	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1
22	ZZUN9990	TOOL AND ADDITIONAL PARTS KIT W/AEROSOL	1



# Project A

Post/Installation: Steel-Footed

Design Number: 12-2651A - Pricing Schedule  
2012 Pricing

Ref. No.	Part No.	Qty.	Description	Unit Weight (lbs)	Unit List (US\$)	Total Weight (lbs)	Total List (US\$)
<b><u>Modular Playscape:</u></b>							
			Posts				
1	ZZCH0007	2	3.5in OD x 100in STEEL POST W/ RIVETED CAP	31.61	114.00	63.22	228.00
2	ZZCH0039	4	3.5in OD x 148in STEEL POST W/O CAP	46.21	121.00	184.84	484.00
3	ZZCH0049	4	3.5in OD x 160in STEEL POST W/O CAP	49.91	129.00	199.64	516.00
			Decks & Kick Plates				
4	ZZCH0616	2	SQUARE COATED DECK ASSEMBLY	54.86	684.00	109.72	1,368.00
			ADA Items				
5	ZZCH2007	1	TRANSFER STATION w/TALL GUARDRAIL (36in DECK)	148.4	1,207.00	148.40	1,207.00
6	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	35.83	265.00	35.83	265.00
			Slides				
7	ZZCH2658	1	GLIDE SLIDE (60in DECK)	135.48	1,269.00	135.48	1,269.00
8	ZZCH3106	1	WIDE GLIDE SLIDE (36in DECK)	109.94	1,130.00	109.94	1,130.00
			Activity Panels				
9	ZZCH4290	1	POST MOUNTED STEERING WHEEL	7.83	216.00	7.83	216.00
10	ZZCH4440	1	SHAPE-COLOR ACTIVITY WALL	46.02	1,127.00	46.02	1,127.00
11	ZZUN4279	1	TELESCOPE PIPE WALL MOUNT (CH/EX)	12.23	221.00	12.23	221.00
			Crawl Tubes				
12	ZZCH5657	1	HORIZONTAL S/90 DEG ADVENTURE TUBE (GROUND LEVEL)	132.66	2,231.00	132.66	2,231.00
			Barriers				
13	ZZCH4095	1	CENTERLINE PIPE WALL BARRIER	28.74	314.00	28.74	314.00
			Climbers				
14	ZZCH8120	1	BEANSTALK CLIMBER (60in DECK)	85.31	1,249.00	85.31	1,249.00
			Audible Activities				
15	ZZCH4556	1	7in BELL (POST MOUNT)	4.61	136.00	4.61	136.00
16	ZZCH4557	1	8in BELL (POST MOUNT)	5.15	143.00	5.15	143.00
			Roofs & Arches				
17	ZZCH9846	2	CABANA ROOF	76.05	829.00	152.10	1,658.00
			Stairs and Ladders				
18	ZZCH9170	1	24in ACCESS STEPPED PLATFORM (DECK TO DECK)	135.24	1,599.00	135.24	1,599.00
			Additional Tool & Maintenance Kits				
19	ZZCHGUID	1	CHALLENGER GUIDELINES	0	0.00	0.00	0.00
20	ZZUN9910	1	SURFACING WARNING LABEL KIT	0.05	0.00	0.05	0.00
21	ZZUN9930	1	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	13.07	0.00	13.07	0.00



# Project A

Post/Installation: Steel-Footed

Design Number: 12-2651A - Pricing Schedule  
2012 Pricing

Ref. No.	Part No.	Qty.	Description	Unit Weight (lbs)	Unit List (US\$)	Total Weight (lbs)	Total List (US\$)
22	ZZUN9990	1	TOOL AND ADDITIONAL PARTS KIT W/AEROSOL	3.46	0.00	3.46	0.00
Total:						1,613.54	15,361.00

Independent Items:

Total:	0.00	0.00
Grand Total:	1,613.54	15,361.00

Please Note:

1. When placing an order for this project, the drawing number is representative of the Playmakers, Challengers or Explorers playstructure only. Items listed under 'Independent Items' must be listed on your purchase order separately to be included.



## Project A

Design Number: 12-2651A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit	ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZCH0007	2	3.5in OD x 100in STEEL POST W/ RIVETED CAP		Certified	63.22			90	0	2.00	0.25	0
2	ZZCH0039	4	3.5in OD x 148in STEEL POST W/O CAP		Certified	184.84			240	0	4.00	0.50	0
3	ZZCH0049	4	3.5in OD x 160in STEEL POST W/O CAP		Certified	199.64			260	0	4.00	0.50	0
4	ZZCH0616	2	SQUARE COATED DECK ASSEMBLY		Certified	109.72			347	6	2.00	0.00	0
5	ZZCH2007	1	TRANSFER STATION w/TALL GUARDRAIL (36in DECK)		Certified	148.40			329	2	2.00	0.09	0
6	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION		Certified	35.83			76	1	1.00	0.04	0
7	ZZCH2658	1	GLIDE SLIDE (60in DECK)		Certified	135.48			721	2	2.00	0.03	1
8	ZZCH3106	1	WIDE GLIDE SLIDE (36in DECK)		Certified	109.94			593	2	1.50	0.03	1
9	ZZCH4290	1	POST MOUNTED STEERING WHEEL		Certified	7.83			53	1	0.25	0.00	1
10	ZZCH4440	1	SHAPE-COLOR ACTIVITY WALL		Certified	46.02			497	2	0.50	0.00	1
11	ZZUN4279	1	TELESCOPE PIPE WALL MOUNT (CH/EX)		Certified	12.23			63	1	0.50	0.00	1
12	ZZCH5657	1	HORIZONTAL S/90 DEG ADVENTURE TUBE (GROUND LEVEL)		Certified	132.66			1,298	4	2.00	0.00	1
13	ZZCH4095	1	CENTERLINE PIPE WALL BARRIER		Certified	28.74			74	0	0.50	0.00	0
14	ZZCH8120	1	BEANSTALK CLIMBER (60in DECK)		Certified	85.31			391	2	1.50	0.03	1
15	ZZCH4556	1	7in BELL (POST MOUNT)		Certified	4.61			43	1	0.25	0.00	1
16	ZZCH4557	1	8in BELL (POST MOUNT)		Certified	5.15			46	1	0.25	0.00	1
17	ZZCH9846	2	CABANA ROOF		Certified	152.10			1,020	0	1.00	0.00	0
18	ZZCH9170	1	24in ACCESS STEPPED PLATFORM (DECK TO DECK)		Certified	135.24			411	1	2.00	0.00	0
19	ZZCHGUID	1	CHALLENGER GUIDELINES		N/A	0.00			1	0	0.25	0.00	0
20	ZZUN9910	1	SURFACING WARNING LABEL KIT		Certified	0.05			1	0	0.25	0.00	0
21	ZZUN9930	1	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL		N/A	13.07			106	0	0.25	0.00	0
22	ZZUN9990	1	TOOL AND ADDITIONAL PARTS KIT W/AEROSOL		N/A	3.46			85	0	0.25	0.00	0
Totals:						1,613.54	194	389	6,745	26	28.25	1.47	9



## Project A

Design Number: 12-2651A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events	
					726.09	Kg	87	Kg	175	Kg	7	Metric Tons	1.12 m3



## Project A

Design Number: 12-2651A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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### ASTM F1487

The lay-out for this custom playscape, design number 12-2651A, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, [www.ipema.org](http://www.ipema.org). In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

### 2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

### Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

### Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

### Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

### Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. \*\*20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

\*\* The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.





# {PROJECT A}

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# {PROJECT A}

The world needs play. Play-Free  
Playground



# Project B

Design Number: 12-2652A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Posts			
1	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	8
2	ZZCH0059	3.5in OD x 172in STEEL POST W/O CAP	8
Decks & Kick Plates			
3	ZZCH0616	SQUARE COATED DECK ASSEMBLY	4
ADA Items			
4	ZZCH2027	TRANSFER STATION (48in DECK)	1
5	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides			
6	ZZCH2746	NAUTICAL SERPENT / CASTLE DRAGON SLIDE	1
7	ZZCH3006	30in ROUND TUBE SLIDE ENTRANCE/EXIT	1
8	ZZCH3206	SLITHER SLIDE 2.0 ENTRANCE & EXIT	1
9	ZZUN3008	30in ROUND LEFT TUBE SECTION	2
10	ZZUN3009	30in ROUND RIGHT TUBE SECTION	1
11	ZZUN3029	ROUND TUBE SLIDE SUPPORT LEG 4ft	1
12	ZZUN3038	30in ROUND STRAIGHT TUBE SECTION W/ WINDOW	1
13	ZZUN3208	SLITHER SLIDE 2.0 (RIGHT SECTION)	1
14	ZZUN3209	SLITHER SLIDE 2.0 (LEFT SECTION)	1
Activity Panels			
15	ZZCH4290	POST MOUNTED STEERING WHEEL	1
16	ZZCH4447	SLIDE-N-LEARN PANEL (GROUND LEVEL)	1
17	ZZCH4546	SCAVENGER HUNT (DECK LEVEL)	1
Barriers			
18	ZZCH4288	ACCESS GATE	1
Climbers			
19	ZZCH7160	6ft TWISTED CLIMBER	1
20	ZZCH8190	TREE CLIMBER (48in DECK)	1
21	ZZUN0167	ROCKBLOCKS DECK ACCESS SUPPORT (36in - 48in DECK)	1
Ground Zero Climbers			
22	ZZUN8236	ROCKBLOCKS END WALL (84in)	1
Bridges			
23	ZZCH6636	10ft ARCH BRIDGE	2
Audible Activities			
24	ZZCH4467	GROUND TO GROUND BABBLE-ON	1
25	ZZCH4608	CHIME BANNER	1
Roofs & Arches			
26	ZZCH9846	CABANA ROOF	2
Stairs and Ladders			
27	ZZCH9170	24in ACCESS STEPPED PLATFORM (DECK TO DECK)	2
Additional Tool & Maintenance Kits			
28	ZZCHGUID	CHALLENGER GUIDELINES	1
29	ZZUN9910	SURFACING WARNING LABEL KIT	1
30	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1



## Project B

Design Number: 12-2652A - Bill Of Material

Ref.	No.	Part No.	Description	Quantity
	31	ZZUN9990	TOOL AND ADDITIONAL PARTS KIT W/AEROSOL	1



# Project B

Post/Installation: Steel-Footed

Design Number: 12-2652A - Pricing Schedule  
2012 Pricing

Ref. No.	Part No.	Qty.	Description	Unit Weight (lbs)	Unit List (US\$)	Total Weight (lbs)	Total List (US\$)
<b><u>Modular Playscape:</u></b>							
Posts							
1	ZZCH0028	8	3.5in OD x 136in STEEL POST W/ RIVETED CAP	43.51	150.00	348.08	1,200.00
2	ZZCH0059	8	3.5in OD x 172in STEEL POST W/O CAP	51.61	137.00	412.88	1,096.00
Decks & Kick Plates							
3	ZZCH0616	4	SQUARE COATED DECK ASSEMBLY	54.86	684.00	219.44	2,736.00
ADA Items							
4	ZZCH2027	1	TRANSFER STATION (48in DECK)	254.26	1,989.00	254.26	1,989.00
5	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	35.83	265.00	35.83	265.00
Slides							
6	ZZCH2746	1	NAUTICAL SERPENT / CASTLE DRAGON SLIDE	931	4,702.00	931.00	4,702.00
7	ZZCH3006	1	30in ROUND TUBE SLIDE ENTRANCE/EXIT	144.97	1,851.00	144.97	1,851.00
8	ZZCH3206	1	SLITHER SLIDE 2.0 ENTRANCE & EXIT	85.37	1,021.00	85.37	1,021.00
9	ZZUN3008	2	30in ROUND LEFT TUBE SECTION	26.02	378.00	52.04	756.00
10	ZZUN3009	1	30in ROUND RIGHT TUBE SECTION	26.02	378.00	26.02	378.00
11	ZZUN3029	1	ROUND TUBE SLIDE SUPPORT LEG 4ft	18.15	150.00	18.15	150.00
12	ZZUN3038	1	30in ROUND STRAIGHT TUBE SECTION W/ WINDOW	32.33	983.00	32.33	983.00
13	ZZUN3208	1	SLITHER SLIDE 2.0 (RIGHT SECTION)	19.59	324.00	19.59	324.00
14	ZZUN3209	1	SLITHER SLIDE 2.0 (LEFT SECTION)	19.59	324.00	19.59	324.00
Activity Panels							
15	ZZCH4290	1	POST MOUNTED STEERING WHEEL	7.83	216.00	7.83	216.00
16	ZZCH4447	1	SLIDE-N-LEARN PANEL (GROUND LEVEL)	57.88	1,046.00	57.88	1,046.00
17	ZZCH4546	1	SCAVENGER HUNT (DECK LEVEL)	40.25	1,077.00	40.25	1,077.00
Barriers							
18	ZZCH4288	1	ACCESS GATE	17.34	240.00	17.34	240.00
Climbers							
19	ZZCH7160	1	6ft TWISTED CLIMBER	117.65	1,419.00	117.65	1,419.00
20	ZZCH8190	1	TREE CLIMBER (48in DECK)	73.93	929.00	73.93	929.00
21	ZZUN0167	1	ROCKBLOCKS DECK ACCESS SUPPORT (36in - 48in DECK)	43.86	348.00	43.86	348.00
Ground Zero Climbers							
22	ZZUN8236	1	ROCKBLOCKS END WALL (84in)	103.89	1,247.00	103.89	1,247.00
Bridges							
23	ZZCH6636	2	10ft ARCH BRIDGE	307.9	2,646.00	615.80	5,292.00
Audible Activities							
24	ZZCH4467	1	GROUND TO GROUND BABBLE-ON	43.15	611.00	43.15	611.00
25	ZZCH4608	1	CHIME BANNER	25.24	637.00	25.24	637.00



## Project B

Post/Installation: Steel-Footed

Design Number: 12-2652A - Pricing Schedule  
2012 Pricing

Ref. No.	Part No.	Qty.	Description	Unit Weight (lbs)	Unit List (US\$)	Total Weight (lbs)	Total List (US\$)
<b>Roofs &amp; Arches</b>							
26	ZZCH9846	2	CABANA ROOF	76.05	829.00	152.10	1,658.00
<b>Stairs and Ladders</b>							
27	ZZCH9170	2	24in ACCESS STEPPED PLATFORM (DECK TO DECK)	135.24	1,599.00	270.48	3,198.00
<b>Additional Tool &amp; Maintenance Kits</b>							
28	ZZCHGUID	1	CHALLENGER GUIDELINES	0	0.00	0.00	0.00
29	ZZUN9910	1	SURFACING WARNING LABEL KIT	0.05	0.00	0.05	0.00
30	ZZUN9930	1	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	13.07	0.00	13.07	0.00
31	ZZUN9990	1	TOOL AND ADDITIONAL PARTS KIT W/AEROSOL	3.46	0.00	3.46	0.00
				<b>Total:</b>		4,185.53	35,693.00

Independent Items:

				<b>Total:</b>		0.00	0.00
				<b>Grand Total:</b>		4,185.53	35,693.00

**Please Note:**

1. When placing an order for this project, the drawing number is representative of the Playmakers, Challengers or Explorers playstructure only. Items listed under 'Independent Items' must be listed on your purchase order separately to be included.



## Project B

Design Number: 12-2652A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZCH0028	8	3.5in OD x 136in STEEL POST W/ RIVETED CAP	Certified	348.08			478	0	8.00	1.00	0
2	ZZCH0059	8	3.5in OD x 172in STEEL POST W/O CAP	Certified	412.88			559	0	8.00	1.00	0
3	ZZCH0616	4	SQUARE COATED DECK ASSEMBLY	Certified	219.44			694	12	4.00	0.00	0
4	ZZCH2027	1	TRANSFER STATION (48in DECK)	Certified	254.26			517	3	2.50	0.09	0
5	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83			76	1	1.00	0.04	0
6	ZZCH2746	1	NAUTICAL SERPENT / CASTLE DRAGON SLIDE	Certified	931.00			2,304	3	6.00	0.18	1
7	ZZCH3006	1	30in ROUND TUBE SLIDE ENTRANCE/EXIT	Certified	144.97			1,083	2	2.00	0.03	1
8	ZZCH3206	1	SLITHER SLIDE 2.0 ENTRANCE & EXIT	Certified	85.37			542	2	2.00	0.03	1
9	ZZUN3008	2	30in ROUND LEFT TUBE SECTION	Certified	52.04			472	0	0.50	0.00	0
10	ZZUN3009	1	30in ROUND RIGHT TUBE SECTION	Certified	26.02			236	0	0.25	0.00	0
11	ZZUN3029	1	ROUND TUBE SLIDE SUPPORT LEG 4ft	Certified	18.15			54	0	0.50	0.03	0
12	ZZUN3038	1	30in ROUND STRAIGHT TUBE SECTION W/ WINDOW	Certified	32.33			706		0.25	0.00	1
13	ZZUN3208	1	SLITHER SLIDE 2.0 (RIGHT SECTION)	Certified	19.59			174	0	0.25	0.00	0
14	ZZUN3209	1	SLITHER SLIDE 2.0 (LEFT SECTION)	Certified	19.59			174	0	0.25	0.00	0
15	ZZCH4290	1	POST MOUNTED STEERING WHEEL	Certified	7.83			53	1	0.25	0.00	1
16	ZZCH4447	1	SLIDE-N-LEARN PANEL (GROUND LEVEL)	Certified	57.88			574	1	1.00	0.00	1
17	ZZCH4546	1	SCAVENGER HUNT (DECK LEVEL)	Certified	40.25			532	3	2.00	0.00	1
18	ZZCH4288	1	ACCESS GATE	Certified	17.34			69	0	0.50	0.00	0
19	ZZCH7160	1	6ft TWISTED CLIMBER	Certified	117.65			251	2	2.00	0.60	1
20	ZZCH8190	1	TREE CLIMBER (48in DECK)	Certified	73.93			184	2	1.50	0.03	1
21	ZZUN0167	1	ROCKBLOCKS DECK ACCESS SUPPORT (36in - 48in DECK)	Certified	43.86			83	1	1.00	0.13	1
22	ZZUN8236	1	ROCKBLOCKS END WALL (84in)	Certified	103.89			718	2	1.00	0.13	1
23	ZZCH6636	2	10ft ARCH BRIDGE	Certified	615.80			1,402	8	4.00	0.00	2
24	ZZCH4467	1	GROUND TO GROUND BABBLE-ON	Certified	43.15			261	2	1.50	0.00	1
25	ZZCH4608	1	CHIME BANNER	Certified	25.24			245	2	0.75	0.00	1



## Project B

Design Number: 12-2652A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit	ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
26	ZZCH9846	2	CABANA ROOF		Certified	152.10			1,020	0	1.00	0.00	0
27	ZZCH9170	2	24in ACCESS STEPPED PLATFORM (DECK TO DECK)		Certified	270.48			822	2	4.00	0.00	0
28	ZZCHGUID	1	CHALLENGER GUIDELINES		N/A	0.00			1	0	0.25	0.00	0
29	ZZUN9910	1	SURFACING WARNING LABEL KIT		Certified	0.05			1	0	0.25	0.00	0
30	ZZUN9930	1	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL		N/A	13.07			106	0	0.25	0.00	0
31	ZZUN9990	1	TOOL AND ADDITIONAL PARTS KIT W/AEROSOL		N/A	3.46			85	0	0.25	0.00	0
Totals:						4,185.53	470	964	14,475	49	57.00	3.29	15
						1,883.49 Kg	212 Kg	434 Kg	14 Metric Tons			2.50 m3	



## Project B

Design Number: 12-2652A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit	ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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### ASTM F1487

The lay-out for this custom playscape, design number 12-2652A, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, [www.ipema.org](http://www.ipema.org). In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

### 2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

### Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

### Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

### Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

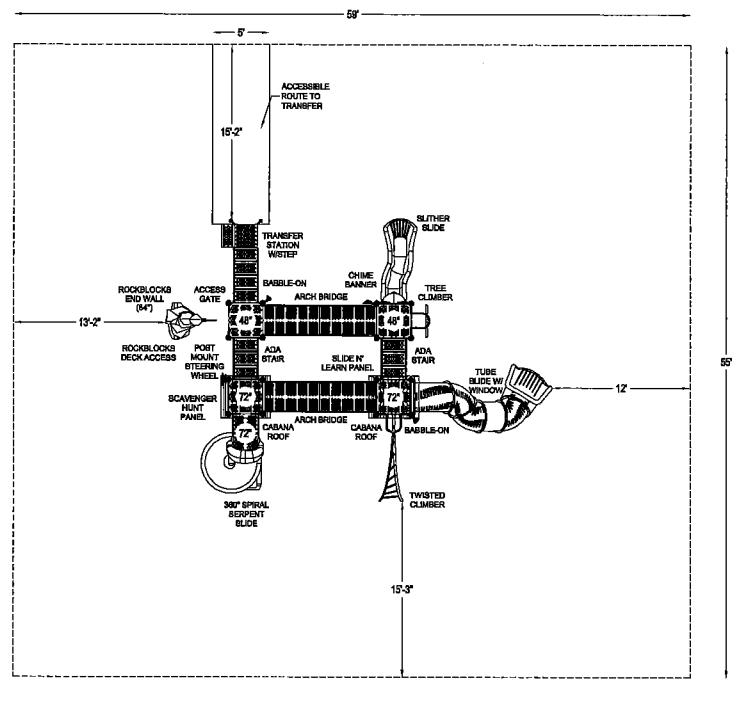
### Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. \*\*20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

\*\* The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.

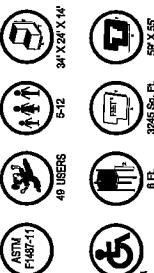


TOTAL NUMBER OF PLAY COMPONENTS:  
4-NUMBER OF GROUND LEVEL  
3-NUMBER OF ACCESSIBLE GROUND LEVEL  
9-NUMBER OF ELEVATED COMPONENTS  
9-NUMBER OF ACCESSIBLE ELEVATED COMPONENTS



**\*Playground Supervision Required**

Playworld Systems, Inc.  
1000 Buffalo Road  
Lewisburg, PA  
17837-9795 USA



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# {PROJECT B}



**PLAYWORLD**  
**SYSTEMS**  
The world needs play.<sup>TM</sup>

1000 Buffalo Road, Lewisburg, Pa 17837  
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[www.playworldsystems.com](http://www.playworldsystems.com)

# PROJECT B

The world needs play.<sup>TM</sup> PlayWorld Systems



## Project C

Design Number: 12-2653A - Bill Of Material

Ref.	No.	Part No.	Description	Quantity
Overhead Events				
	1	ZZUN5750	PARALLEL BARS	1



# Project C

Post/Installation: Steel-Footed

Design Number: 12-2653A - Pricing Schedule  
2012 Pricing

Ref. No.	Part No.	Qty.	Description	Unit Weight (lbs)	Unit List (US\$)	Total Weight (lbs)	Total List (US\$)
<b><u>Modular Playscape:</u></b>							
Overhead Events							
1	ZZUN5750	1	PARALLEL BARS	103.03	1,224.00	103.03	1,224.00
					Total:	103.03	1,224.00
<b><u>Independent Items:</u></b>							
1	ZZWT00135	1	STEEL EXERCISE COURSE STEP-UP W/O SIGN	65.92	372.00	65.92	372.00
2	ZZWT00150	1	STEEL EXERCISE COURSE BODY CURL	145.72	1,038.00	145.72	1,038.00
3	ZZWT00195	1	STEEL EXERCISE COURSE HORIZ. LOOP LADDER W/O SIGN	257.42	1,241.00	257.42	1,241.00
4	ZZWT00230	1	STEEL EXERCISE COURSE JUMP- N-TOUCH	165.86	782.00	165.86	782.00
5	ZZWT00255	1	STEEL EXERCISE COURSE VAULT BAR W/O SIGN	41.21	317.00	41.21	317.00
6	ZZWT00360	1	STEEL EXERCISE COURSE DURA BALANCE BEAM	103.33	700.00	103.33	700.00
7	ZZXX1013	1	TRI- LEVEL BARS	104.16	491.00	104.16	491.00
					Total:	883.62	4,941.00
					Grand Total:	986.65	6,165.00

**Please Note:**

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## Project C

Design Number: 12-2653A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZWT00135	1	STEEL EXERCISE COURSE STEP-UP W/O SIGN	N/A	65.92			196	1	3.00	0.22	1
2	ZZWT00150	1	STEEL EXERCISE COURSE BODY CURL	N/A	145.72			340	1	2.50	0.18	1
3	ZZWT00195	1	STEEL EXERCISE COURSE HORIZ. LOOP LADDER W/O SIGN	N/A	257.42			469	1	3.00	0.50	1
4	ZZWT00230	1	STEEL EXERCISE COURSE JUMP- N-TOUCH	N/A	165.86			322	1	2.50	0.32	1
5	ZZWT00255	1	STEEL EXERCISE COURSE VAULT BAR W/O SIGN	N/A	41.21			67	1	1.00	0.26	1
6	ZZWT00360	1	STEEL EXERCISE COURSE DURA BALANCE BEAM	N/A	103.33			222	1	2.50	0.32	1
7	ZZXX1013	1	TRI- LEVEL BARS	Certified	104.16			215	3	2.50	0.12	1
8	ZZUN5750	1	PARALLEL BARS	Certified	103.03			159	3	2.00	0.39	1
Totals:					986.65	160	319	1,989	12	19.00	2.31	8
					443.99 Kg	72 Kg	144 Kg	2 Metric Tons				1.76 m3



## Project C

Design Number: 12-2653A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit	ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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### ASTM F1487

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### Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

### Carbon Footprint

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### Pre-Consumer Recycle Content

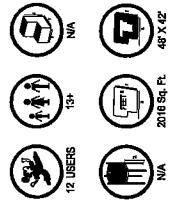
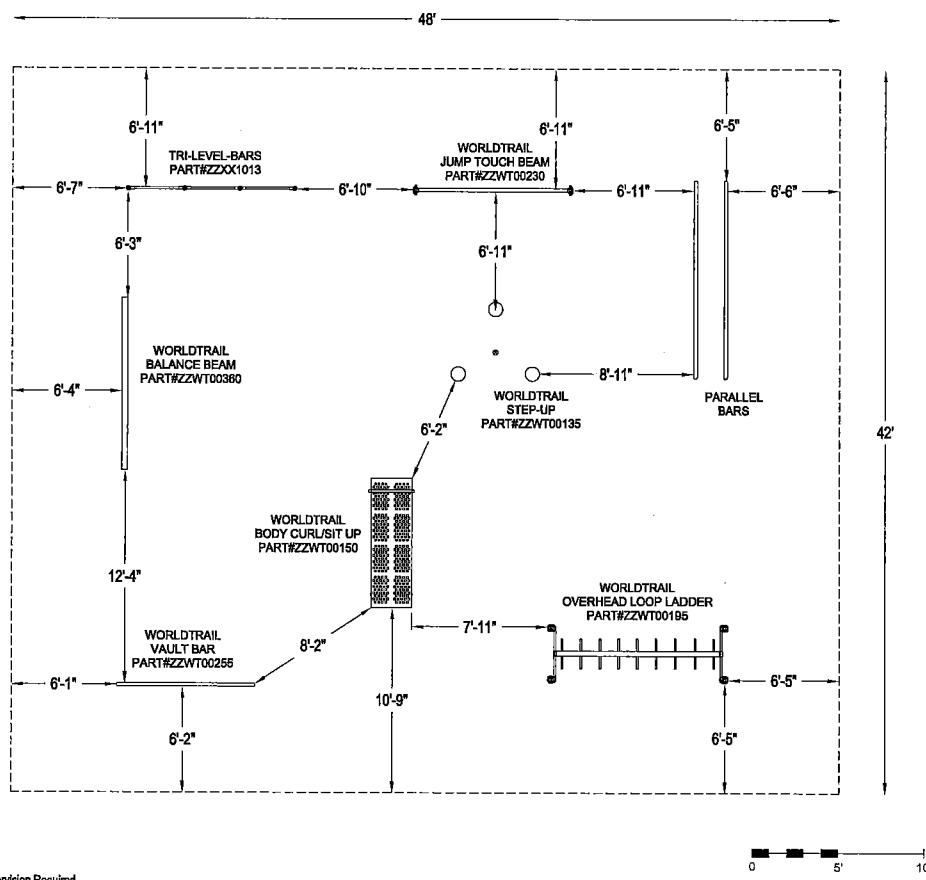
A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

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\*\* The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.



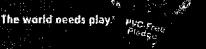


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1000 Buffalo Road  
Lewisburg, PA  
17833-9705 USA  
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PROJECT NO.	REV.	DATE
12-2653.DIR	A	30-MAY-12
SYSTEM:		SCALE:
WORLD TRAIL		3/16" = 1'-0"
SITE PLAN		DRAWING BY:
		MICHAEL BORDNER

**PROJECT C**

# {PROJECT C}

The world needs play.<sup>TM</sup> 



# {PROJECT C}



**PLAYWORLD SYSTEMS**  
The world needs play.  
1000 Bullitt Road, Lewisburg, Pa. 17837  
Phone 800.522.9600 • Fax 800.522.3000 • 800.522.8604  
[www.playworldsystems.com](http://www.playworldsystems.com)

## **ATTACHMENT B**

**to Master Purchase Agreement dated August \_\_, 2012 by and between SUPPLIER and PURCHASER.**

### **SELLER WARRANTIES**

To the extent possible, Supplier will make available all warranties from third party manufacturers of Products not manufactured by Supplier, as well as any warranties identified in this Agreement. In addition to any other warranties contained in the Agreement, Supplier specifically warrants the following:

- LIFETIME on steel and aluminum posts, all stainless steel hardware, clamps, deck hangers, post caps and cast aluminum parts, except as otherwise specified below.
- 25 YEARS on Spring Mates® aluminum castings.
- 15 YEARS on all perforated steel decks and stairs, steel rails, loops and rungs, sheet steel, rotationally-molded and sheet plastic components, recycled plastic lumber, Eco-Armor panels, roofs and crawl tubes, stainless steel slides, aluminum slides, and PlayWeb™ tubular steel parts.
- 10 YEARS on fiberglass signage, RockBlocks® Handholds, accessible swing seats, steelcore cable, Fun Centers, precast concrete products, including Origins Boulders, T-Rex and Diggables™ made from Polyfibercrete® and Glass Fiber Reinforced Concrete products. The warranty for precast concrete and GFRC products does not cover minor chips, hairline cracks or efflorescence.
- 5 YEARS on all PlaySimple® playstructures, Cushion Play®, the Drop Zone, swing seats, ground-based play moving parts, the AreoGlider's moving parts, the LiveWire's steel cable and moving parts, Border Timbers, steel coil springs, steel C-springs, and Site Amenities, including all benches, tables, litter receptacles and bike racks.
- 2 YEARS on NEOS® lenses and light tubes, all electronic components, including all wiring harnesses, LED's, computer boards, buttons, speakers, scoreboard, and related hardware\*, all other moving parts, GardenSoxx™ polyethylene bags, and any other materials not covered above, except purchased replacement parts. Purchased Replacement Parts, defined as replacement parts which were not repaired or replaced free of charge by PLAYWORLD SYSTEMS® under the terms of this warranty, are guaranteed for 2 years or the balance of the original part's warranty, whichever is longer.  
(\*An extended 3-year NEOS® parts-only warranty is available for purchase. Contact your Playworld Systems' Representative or Playworld Systems for more detail.)

#### SHADE PRODUCTS:

- 20 YEARS on steel posts, all hardware, clamps, shackles, wire, post caps and cast aluminum parts.
- 10 YEARS on steel tensioning devices, and shade fabric components against structural failure, significant fading, mildew, deterioration, or cracking due to ultraviolet exposure, outdoor heat or cold. Playworld Systems® may repair or replace the product at its sole discretion. (Limited to the design loads as stated in the product's specifications.)
- 2 YEARS on any other materials not covered above, except purchased replacement parts. Purchased Replacement Parts, defined as replacement parts which were not repaired or replaced free of charge by PLAYWORLD SYSTEMS® under the terms of this warranty, are guaranteed for 2 years or the balance of the original part's warranty, whichever is longer.

#### LIFETRAIL® and ENERGI™ PRODUCTS:

- LIFETIME on steel posts and stainless steel hardware.
- 15 YEARS on all steel weldments, grab bars, seat posts, ancillary steel equipment, and rotationally-molded and sheet plastic components.
- 10 YEARS on fiberglass signage.
- 5 YEARS on all moving parts.
- 2 YEARS on all other materials not covered above, except purchased replacement parts. Purchased Replacement Parts, defined as replacement parts which were not repaired or replaced free of charge by Playworld Systems® under the terms of this warranty, are guaranteed for 2 years or the balance of the original part's warranty, whichever is longer.

This warranty does not cover: 1) Cosmetic damage or defects; 2) Damage due to normal wear and tear; 3) Damage due to "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, and windstorms; and 4) Damage due to "Environmental Factors", such as wind-blown sand, salt water, salt spray, or airborne emissions from industrial sources.

## **ATTACHMENT C**

**to Purchase Agreement dated August \_\_\_, 2012 by and between SUPPLIER and PURCHASER.**

### **PARTICIPATING AGENCIES**

Purchaser shall serve as the Lead Contracting Agency in cooperation with National Purchasing Partners and on behalf of other government agencies that desire to access the Master Price Agreement until such time as Purchaser terminates the Intergovernmental Agreement. Supplier must deal directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Purchaser is acting as "Lead Contracting Agency" for the Participating Agencies but shall not be held liable for any costs, damages, etc., incurred by any other Participating Agency.

Any contracts or purchase orders subsequently entered into between Participating Agency and Supplier shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is required to execute a National Purchasing Partners Member Intergovernmental Cooperative Purchasing Agreement ("IGA"), all as set forth on the National Purchasing Partners web site, [www.mynpp.com](http://www.mynpp.com), under the Vendor Contract Data Sheet. The IGA allows the Participating Agency to purchase products from the Supplier in accordance with each Participating Agency's legal requirements.

**ATTACHMENT D**

**to Master Purchase Agreement dated August \_\_, 2012 by and between SUPPLIER and PURCHASER.**

**Purchaser's Request for Proposal**

**(The Purchaser's Request for Proposal is not attached hereto.)**

**(The Purchaser's Request for Proposal is incorporated herein.)**