



PlayPower LT Farmington, Inc.
 878 E. US Hwy 60
 Monett, MO 65708
 1-800-325-8828

QUOTE: R0327200255

Project: R0327_43782579675_02

Bill To:
 Daren Bryant
 Wellsboro Area School District
 227 Nichols Street
 Wellsboro, PA 16901
 570-439-7736 (phone)
 dbryant@wellsborosd.org

Project Name & Location:
 Don Gill Option 1

Prepared by:
 Commercial Recreation Products
 John A. Amici, CPSI
 PO Box 998
 Havre de Grace, MD 21078
 410-963-8417 (phone)
commrec@yahoo.com

Quote Number: R0327200255
 Quote Date: 1/8/2021
 Valid For: 30 Days From Quote Date

Play Area 1

Product line: KidBuilders
 Age group: 5-12

Components

Part Number	Description	Qty	Unit Price	Total
100001127	KB LONG DK/DK PLATE 205MM/8"	1	155.00	155.00
100001134	KB DK/DK PLATE 203 MM/8"	4	149.00	596.00
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	0.00	0.00
200013797	KB 10' POST PLUS GLV. W/ALUM.CAP	1	351.00	351.00
200013800	KB 136" POST PLUS GLV. W/ALUM.CAP	12	375.00	4,500.00
200013805	KB 8' POST PLUS GLV.W/ALUM.CAP	2	298.00	596.00
200013812	KB 148" POST PLUS GLV. W/ALUM.CAP	7	395.00	2,765.00
200015480	KB 5' POST PLUS GLV.W/ALUM. CAP	1	278.00	278.00
200015483	KB 164" POST PLUS GLV. W/ALUM.CAP	2	437.00	874.00
200079019	KB LEG LIFT BAR	1	209.00	209.00
200131014	KB 172" GALV. POST WITH ALUM. CAP	4	455.00	1,820.00
200200074	KB PANEL ARCH "SIGN LANGUAGE" PTMT	1	896.00	896.00
200200393	BRIDGE ARCH 4' SFTY.RL.KB(SMALL HOLES)	1	1,854.00	1,854.00
200200401	STEPS DK/DK 610MM W/SFTY RLS F/KB SMLHL	1	1,400.00	1,400.00
200200503	PANEL REACH VEHICLE F/KB	1	960.00	960.00
200200506	PANEL REACH GEAR F/KB	1	1,093.00	1,093.00
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	0.00	0.00
200201090	KB THERAPEUTIC RINGS	1	494.00	494.00
200201182	KB POST GALV. 7' W/ALUM CAP	1	291.00	291.00
200201294	KB 1220 (48") HULA LOOP	1	3,128.00	3,128.00
200202397	KB RECYCLED TREEHOUSE SAFETY PANEL	1	1,163.00	1,163.00
200202398	KB RECYCLED TREEHOUSE WINDOW PANEL	3	1,298.00	3,894.00
200202453	KB RECYCLED TREEHOUSE SNAKE POLE 48"	1	1,672.00	1,672.00
200202501	KB DECK 1/2 SQUARE SMALL HOLE 11GA	2	605.00	1,210.00
200202503	KB DECK SQUARE SMALL HOLE 11GA	3	990.00	2,970.00
200202504	KB DECK TRIANGLE SMALL HOLE 11GA	5	712.00	3,560.00
200202549	KB TRANS STAT(DK W/LOOP)(SM HL)11GA	1	919.00	919.00
200202563	KB TRANS STAT 1220 SFTY RL (SM HL)11GA	1	3,082.00	3,082.00
200202741	NU-EDGE LOG SLICE CLIMB 1220MM(48") F/KB	1	2,270.00	2,270.00
200202779	NU-EDGE ARCH LOG CLIMB 1420MM(56") F/KB	1	2,093.00	2,093.00
200202813	MEDIUM FUN ROCK F/KB 48" DECK(ING)	1	11,190.00	11,190.00

1/8/2021

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Attachment XI-1D

Part Number	Description	Qty	Unit Price	Total
			0	
200202825	NU-EDGE ROCK CHALLENGE WALL 56"	1	2,535.00	2,535.00
200202851	NU-EDGE STACKED TIMBER BALANCE BEAM	2	1,733.00	3,466.00
200202961	NU-EDGE 8' PLANK BRIDGE F/KB	1	5,780.00	5,780.00
200202970	NU-EDGE CRAWL LOG FS	1	4,015.00	4,015.00
200203227	KB ELECTRONIC ANIMAL PANEL PTMT	1	2,361.00	2,361.00
200203233	KB HALF HEX F/LONG EDGE EVENTS(SM HOLES)	1	1,671.00	1,671.00
200203266	KB 64" QUANTUM II SLIDE	1	3,235.00	3,235.00
200203296	KB 64" TRIPLE ENTRY QUANTUM II SLIDE	1	7,069.00	7,069.00
200203416	NU-EDGE-X INFLUX CLIMB 48" F/KB	1	3,270.00	3,270.00
200203417	NUEDGE-X LUMBERJACK CLIMB 64" KB W/WIRE	1	3,484.00	3,484.00
200203419	NUEDGE-X PLANK CLIMB D2D 64" F/KB W/WIRE	1	6,793.00	6,793.00
200203471	KB ACTIVITY PANEL FRAME PTMT	1	487.00	487.00
200203476	ACTIVITY PANEL VERY BURIED INSERT	1	1,294.00	1,294.00
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	2	107.00	214.00
LTPQ303Q	SG303P BENCH CONTEMP 6'(1.83M) ING	2	432.00	864.00

RiskSign_Included

Product line: Park Service

Age group:

Components

Part Number	Description	Qty	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	0.00

Additional Items

Part Number	Description	Qty	Unit Price	Total
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5	0.00	0.00
925603	LABEL P/C (5 TO 12 YRS) PPLT	6	5.00	30.00
925960	THUMB DRIVE 2GB - PPLT	1	0.00	0.00
926020	LITTLE TIKES CARD F/THUMB DRIVE	1	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00

Totals:

Equipment List:	\$102,851.00
Discount Amount:	<u>-\$30,596.10</u>
Products Subtotal:	\$72,254.90
Installation:	\$29,103.60
Freight:	<u>\$3,518.20</u>
Grand Total:	\$104,876.70

Make Purchase Orders Out To:
PlayPower LT Farmington, Inc.

Remit Purchase Orders To:
PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:
PlayPower LT Farmington, Inc.

Remit Checks To:
PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By	Printed Name and Title	Date
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THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____ Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS

REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



PlayPower LT Farmington, Inc.
 878 E. US Hwy 60
 Monett, MO 65708
 1-800-325-8828

QUOTE: R0327212022

Project: R0327_44225688981_01

Bill To:

Daren Bryant
 Wellsboro Area School District
 227 Nichols Street
 Wellsboro, PA 16901
 570-439-7736 (phone)
dbryant@wellsborosd.org

Project Name & Location:

Charlotte Lappla Elementary

Prepared by:

Commercial Recreation Products
 Christian Amici
 P.O. Box 998
 Havre de Grace, MD 21078
 443-866-4422 (phone)
commrec.christian@yahoo.com

Quote Number: R0327212022
 Quote Date: 2/1/2021
 Valid For: 30 Days From Quote Date

Play Area 1

Product line: PlayBuilders
 Age group: 2-5

Components

Part Number	Description	Qty	Unit Price	Total
100005100	PB DK/DK PLATE 205MM/8"	3	100.00	300.00
100005640	PB TRIANGLE DECK	2	479.00	958.00
200013805	KB 8' POST PLUS GLV.W/ALUM.CAP	2	298.00	596.00
200061532	INTER STEP DECK 406 F/PB W/SAFETY LOOP	1	572.00	572.00
200061706	CLIMBER LOOP PB 64"/1625	1	1,155.00	1,155.00
200064813	SLIDE WAVE SGL.WD. 1220MM F/PB	1	945.00	945.00
200065770	PB 7 STATION PLAY FACTORY	1	2,066.00	2,066.00
200072938	TOOL BOX F/PLAY BUILDERS (MM)	1	0.00	0.00
200102551	CLIMBER FAN 56"/1422mm F/PB	1	950.00	950.00
200122443	SLIDE SPIRAL PB 1625/64 (2007)	1	4,701.00	4,701.00
200130290	PANEL STEER. 2WHL. W/GRILL F/FIRE-TRUCK	1	1,161.00	1,161.00
200200163	PB 1422MM SGL. WAVE SLIDE	1	1,146.00	1,146.00
200200238	KB PANEL "PARACHUTE GUY" PTMT	1	1,020.00	1,020.00
200200271	CLIMBER CURLY 1220MM/48" PB (2004)	1	892.00	892.00
200200330	SLIDE DBL.WD.PLASTIC48"/1220MM PB (2004)	1	1,209.00	1,209.00
200200433	TRANSFER STATION 1220 MM PB_W/SAFE.RLS.	1	3,037.00	3,037.00
200200531	KIT MAINTENANCE PB W/O LIST PRICE	1	0.00	0.00
200200650	PB TELESCOPE PANEL DKMT	1	1,177.00	1,177.00
200200733	PB WEATHER GAME PNL	1	1,523.00	1,523.00
200201182	KB POST GALV. 7' W/ALUM CAP	2	291.00	582.00
200202616	PB POST W/CAP 3300MM (130")	1	185.00	185.00
200202617	PB POST W/CAP 3505MM (138")	1	195.00	195.00
200202620	PB POST W/CAP 4115MM (162")	2	225.00	450.00
200202621	PB POST W/CAP 4320MM (170")	4	230.00	920.00
200202622	PB POST W/CAP 4520MM (178")	6	246.00	1,476.00
200202745	NU-EDGE LOG SLICE CLIMB 1220MM(48") F/PB	1	2,224.00	2,224.00
200202957	PB SLATE WEDGE ROOF DOUBLE	1	1,069.00	1,069.00
200202958	PB SLATE WEDGE ROOF (4 SECTION)	1	2,086.00	2,086.00
200202959	PB SLATE WEDGE ROOF (6 SECTION)	1	3,130.00	3,130.00
200202970	NU-EDGE CRAWL LOG FS	1	4,015.00	4,015.00
200202993	PB HEX DECK	3	2,500.00	7,500.00

HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	2	107.00	214.00
LTPQ303Q	SG303P BENCH CONTEMP 6'(1.83M) ING	2	432.00	864.00
LTTP2020M	TUCSON TURTLE CLIMBER	1	6,925.00	6,925.00
LTTP2030M	INCHWORM CLIMBER	1	5,965.00	5,965.00

Risk Sign Included

Product line: Park Service

Age group:

Components

Part Number	Description	Qty	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	0.00

Additional Items

Part Number	Description	Qty	Unit Price	Total
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00
200305596	14' MED CRATE (ASSY DOMESTIC)	2	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	3	0.00	0.00
925601	LABEL P/C (2 TO 5 YRS) PPLT	2	5.00	10.00
925960	THUMB DRIVE 2GB - PPLT	1	0.00	0.00
926020	LITTLE TIKES CARD F/THUMB DRIVE	1	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00

Totals:

Equipment List:	\$61,218.00
Discount Amount:	<u>-\$18,235.80</u>
Products Subtotal:	\$42,982.20
Installation:	\$18,106.20
Freight:	<u>\$3,701.39</u>
Grand Total:	\$64,789.79

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc.
 Attention: Sales Administration
 878 E US Hwy 60
 Monett, Missouri, USA 65708
 1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.

Remit Checks To:

PlayPower LT Farmington
 PO Box 734155
 Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.

Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 14.59% recycled content
This playground qualifies for 1 LEED point(s)

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CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By	Printed Name and Title	Date
--------------	------------------------	------

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____ Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



DISTRICT ADMINISTRATION OFFICE
227 NICHOLS STREET
WELLSBORO, PA 16901
(570) 724-4424
FAX: (570) 724-5103

EVERY CHILD,
EVERY OPPORTUNITY,
EVERY DAY...
STRIVING FOR SUCCESS

To: Board of Directors
Dr. Brenda Freeman, Superintendent

From: Mr. Daren Bryant, Director of Maintenance

Date: March 4, 2021

Subject: Playground Surface – Charlotte Lappla and Don Gill Elementary Schools

To follow up the discussions from the March 2, 2021, Work Session regarding the playground surface proposal for Charlotte Lappla and Don Gill Elementary Schools, please find updated information obtained from the proposed vendor, Commercial Recreation Products, (“Little Tikes”) below:

Questions and Answers:

- What is the warranty of the newest PIP on the market today? **Typical factory warranty for PIP is 5 years. However, you may purchase the extended warranty for up to a 10-year period. Please note the warranty is not recommended to purchase, because the warranty does not cover the top, “Wear Surfacing”, which is the only thing that typically goes wrong. This would need a patch-pour repair. It has been proven more cost effective to just keep up with the repair patches as needed, than to purchase the extended warranty that basically only covers areas that typically would not go bad in the normal life expectancy of PIP.**

- Is the PIP repairable in sections with the new technology today? **Yes. PIP is now installed with a “wear course” on the top. This will wear faster in the high traffic areas such as slide, exits, and other areas. Areas that would need repaired are simply cut out and a patch of PIP is poured in its place. It’s a relatively fast process. It is suggested to cut repaired area into a star or moon shape, so it looks less like a patch. You can even do the patch repair in another color.**

-What is the estimated life expectancy of PIP? **As with anything else, the life expectancy depends upon the use and maintenance of the product, including patching as needed. Most playgrounds with PIP installed are lasting 12-15+ years.**

-Is it an option to do a playground surfacing of half PIP and half Certified wood chips? If so, what would be the estimated cost difference?

Yes. This is referred to as a hybrid surface since the PIP is more accessible. A lot goes into the cost difference. When installing PIP there needs to be a suitable substrate (CR-6 stone). Compacted stone is the cheapest and most popular. Four inches of compacted CR-6 stone is installed and typically costs around \$3.50/sq. foot.

The PIP surfacing price depends upon quantity, color, thickness, and graphics, if any. A typical 50-50 color/black mix with no graphics would be about \$13/sq. foot. Material costs are extremely crazy right now with the pandemic still going on. Every quote is job by job. EWF is typically around \$50/sq. foot installed and does not require any type of substrate.

Pro's:

(EWF) Engineered Wood Fiber

- Less expensive
- Meets ADA Basic Guidelines
- Meets ASTM and CPSC safety guidelines
- Natural look
- Easy to install

Poured in Place

- Unitary surfacing (no tripping points)
- Exceeds ADA guidelines
- Becomes more cost effective in long term.
- Meets ASTM and CPSC safety guidelines
- Minimal annual maintenance
- Total playground wheelchair accessibility
- No need to replenish every year
- Cleaner- kids won't track it into the school and throw it all around the play area.
- Becomes part of the play value.
- No splinters
- Hypoallergenic
- Only needs 4.5" of PIP for ASTM shock absorbency

Con's:

(EWF) Engineered Wood Fiber

- Need annual budget for replenishment.
- High maintenance
- Displaced chips around school
- Needs to be compressed for wheelchair accessibility
- Can cause splinters
- Shock absorbency decreases over time
- 9" is needed to meet fall code
- If topping off annually you would need to replace entirely within 8 years
- weeds growing
- NON-hypoallergenic
- Needs a perimeter edging to hold EWF in place

Poured in Place

- Initial cost is higher than EWF.
- Don't last forever. Typically, 12-15 years
- Must be professionally installed

Pricing:

Don Gill:

-Demo and Haul Rubber surfacing away,	\$10,725
-Demo and haul existing equipment and footers away,	\$ 8,500
Supply and Install stone substrate,	\$11,700
Supply and Install Poured in Place rubber surfacing,	<u>\$45,907</u>
Total	\$76,832

Charlotte Lappla:

-Demo and Haul existing equipment and footers,	\$ 6,500
-Supply and Install stone substrate,	\$ 7,425
-Supply and Install Poured in Place rubber surfacing,	<u>\$29,081</u>
Total	\$43,006

Grand Total **\$ 119,838.00**

The school district is responsible to remove and haul any existing EWF. This would not be necessary at Charlotte Lappla if going to use EWF there again. If the district wants to have someone else remove existing playground equipment, those costs about could be removed from above.

There are currently two parties that have expressed interest in the existing playground equipment.

I am available for any further questions at your convenience. Please feel free to contact me at 570-724-0316.

Thanks
Daren