

Wallace Stegner Academy Board of Directors Meeting



Date: Monday, May 2, 2022

Time: 6:00 PM

Location: 980 Bending River Road; Salt Lake City, UT 84104

Teleconference: <https://us02web.zoom.us/j/82607376335>

Meeting ID: 826 0737 6335; Passcode: WSA

Wallace Stegner Academy will foster a community of active learners through academic rigor and citizenship by providing an opportunity for students to achieve academic excellence.

AGENDA

CALL TO ORDER

CONSENT ITEMS

- April 11, 2022 Board Meeting Minutes

PUBLIC COMMENT (Comments will be limited to three minutes)

REPORTS

- Finance Report
- Directors' Report

DISCUSSION AND VOTING ITEMS

- School LAND Trust Plans
- Teacher and Student Success Act (TSSA) Program Plans
- Exhibit A Amendment
- Amended LEA-Specific Educator License Policy
- Amended Travel Policy
- Purchase of Playground Equipment and Installation for Both Campuses
- Purchase of Site Preparation and Construction of Playground Areas at Both Campuses
- Resolution Authorizing the Acquisition, Expansion, and Financing of the West Valley Campus Facilities and the Financing of Playground Equipment for Both Campuses

TRAINING

- Budget Processes

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call 801-444-9378 to make appropriate arrangements. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.

CALENDARING

- Reschedule Annual Board Meeting June 16, 2022 at 5:30 PM
- Retreat Scheduling
- 2022-2023 Meeting Schedule

CLOSED SESSION

- Closed session to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(I)(a).

ADJOURN

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should call 801-444-9378 to make appropriate arrangements. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.

Wallace Stegner Academy Board of Directors Meeting



EXECUTIVE SUMMARY

AMENDED LEA-SPECIFIC EDUCATOR LICENSE POLICY

Previously the School adopted an LEA-Specific Educator License Policy. Among other things, this policy explains the process the School must go through to apply for an LEA-specific license for an employee and the requirements the School must follow when it employs educators with LEA-specific licenses.

The administrative rules governing LEA-specific educator licenses are contained in R277-301. Recently, R277-301-7 was amended to say that LEAs can no longer issue an LEA-specific license in the area of special education and other related areas. Prior to this change (and as reflected in the School's currently policy), LEAs were permitted to issue LEA-specific licenses in special education and preschool special education for one school year.

The proposed amendments to the School's LEA-Specific Educator License Policy reflect the recent changes R277-301-7 – i.e., they provide that no LEA-specific licenses may be issued in special education and related areas.

AMENDED TRAVEL POLICY

The school's Travel Policy currently states that the Board is required to approve, in advance, all travel by the Directors and Board members, even if it's only in-state travel. The policy also sets per diem rates at \$65 per day for out-of-state travel and \$50 per day for in-state travel that is more than 100 miles from the school.

The proposed revisions to the policy include not requiring Board approval in advance of Director and Board member travel, but that the Directors and Board members must *notify* the Board of their travel in advance, where possible. The revisions also specify that all travel-related purchases are subject to, and must be approved in accordance with, the school's Purchasing and Disbursement Policy (which, in essence, is a travel-approval mechanism in and of itself). The proposed revisions also include increasing the out-of-state travel per diem to up to \$75 per day and the in-state travel per diem to up to \$60 per day. This increase would bring the school's per diem rates more in line with the per diem rates used by federal agencies. It's also proposed that dollar limits on individual meals be removed from the policy and that the per diem be a daily rate. This should make it easier for the school to track per diems and provide added flexibility to employees while traveling.

PURCHASE OF PLAYGROUND EQUIPMENT AND INSTALLATION

The school would like to put in new playground equipment at the Salt Lake Campus and West Valley Campus. It reviewed various playground equipment sets, including those available on state contract. The playground set the school likes the most is from All Play Systems/Lucky Dog Recreation. This set (which will be the same for both campuses) offers an array of play features, including multiple slides and tunnels on several different levels, a number of different climbing walls, ladders, and other climbing features, a bridge, different types of play areas, and swings. Each playground set (including installation of the set) costs \$119,277.94. The set is available on state contract and is cheaper than the other similar playground sets the school liked on state contract. The total cost for the playground equipment and installation for both campuses is \$238,555.88. Because this purchase will be on state contract, no RFP or Invitation for Bids was necessary.

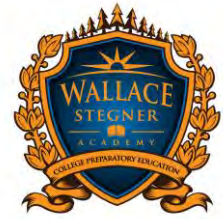
RESOLUTION AUTHORIZING THE ACQUISITION, EXPANSION, AND FINANCING OF THE SCHOOL'S WEST VALLEY FACILITIES AND THE FINANCING OF PLAYGROUND EQUIPMENT FOR BOTH CAMPUSES

Review will be provided by Brandon Johnson.

Recommended motion language:

I move that we approve the resolution authorizing the Acquisition, Expansion, and Financing of the West Valley Campus Facilities and the Financing of Playground Equipment for Both Campuses

Wallace Stegner Academy Board of Directors Meeting



Date: Monday, April 11, 2022

Anchor Location: 980 Bending River Road; Salt Lake City, UT 84104

This meeting of the board of directors was held electronically.

Board Members in Attendance: Sarah Vaughan, Jeremy Schow, Tony Furano, Reed Farnsworth

Board Members Excused: Frank Magaña

Others in Attendance: Adam Gerlach, Anthony Sudweeks, David Robertson, Cole Arnold, Kelsey Richardson

Wallace Stegner Academy will foster a community of active learners through academic rigor and citizenship by providing an opportunity for students to achieve academic excellence.

MINUTES

CALL TO ORDER

- Sarah Vaughan called the meeting to order at 6:06 PM.

CONSENT ITEMS

- **March 14th, 2022 Board Meeting Minutes**

Jeremy Schow made a motion to approve the March 14, 2022 Board Meeting Minutes; Tony Furano seconded. Motion passed unanimously; the votes were as follows:

- Sarah Vaughan – AYE
- Reed Farnsworth – AYE
- Jeremy Schow – AYE
- Tony Furano – AYE

DISCUSSION AND VOTING ITEMS

- **Utah Charter School Finance Authority Application and Payment**

David Robertson reviewed the bond application process and the refundable deposit required to process the application. It is anticipated that bond pricing will take place in June of this year. Sarah Vaughan will be the designated signee on the application.

Jeremy Schow made a motion to approve the Utah Charter School Finance Authority Application and authorize the \$20,000 deposit; Reed Farnsworth seconded. Motion passed unanimously; the votes were as follows:

- Sarah Vaughan – AYE
- Reed Farnsworth – AYE
- Jeremy Schow – AYE
- Tony Furano – AYE

CALENDARING

- The next board meeting is scheduled for Monday, May 2, 2022 at 6:00 PM.

ADJOURN

- *Jeremy Schow made a motion to adjourn the board meeting; Tony Furano seconded. Motion passed unanimously; the votes were as follows:*
 - *Sarah Vaughan – AYE*
 - *Jeremy Schow – AYE*
 - *Reed Farnsworth – AYE*
 - *Tony Furano – AYE*
- Board meeting adjourned at 6:23 PM.

DRAFT

**Wallace Stegner Academy
Statement of Financial Position
As of March 31, 2022**

	07/01/2021 Through 03/31/2022	Year Ending 06/30/2021
	Actual	Actual
Assets & Other Debits		
Current Assets		
Operating Cash	2,770,994	2,371,825
Accounts Receivables	77,751	551,067
Other Current Assets	503,473	423,552
Total Current Assets	3,352,218	3,346,444
Restricted Cash	1,392,914	1,128,918
Net Assets		
Fixed Assets	11,798,391	11,798,391
Depreciation	(384,094)	(384,095)
Total Net Assets	11,414,297	11,414,296
Other Debits	(441,298)	(441,298)
Total Assets & Other Debits	15,718,131	15,448,360
Liabilities & Fund Equity		
Current Liabilities	23,477	420,962
Long-Term Liabilities	12,780,000	12,780,000
Fund Balance	2,247,399	935,625
Net Income	667,255	1,311,773
Total Liabilities & Fund Equity	15,718,131	15,448,360

**Wallace Stegner Academy
Statement of Activities
As of March 31, 2022**

	Annual	Year-to-Date	
	June 30, 2022	March 31, 2022	
	Budget	Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	0	132,099	0.0 %
Revenue From State Sources	10,233,967	7,524,574	73.5 %
Revenue From Federal Sources	998,209	821,485	82.3 %
Total Income	11,232,176	8,478,158	75.5 %
Expenses			
Instruction/Salaries	4,552,515	3,161,057	69.4 %
Employee Benefits	1,350,794	815,626	60.4 %
Purchased Prof & Tech Serv	938,472	592,784	63.2 %
Purchased Property Services	1,300,908	951,194	73.1 %
Other Purchased Services	738,192	692,851	93.9 %
Supplies & Materials	759,205	652,650	86.0 %
Property	350,600	559,863	159.7 %
Debt Services & Miscellaneous	957,881	384,878	40.2 %
Total Expenses	10,948,567	7,810,903	71.3 %
Total Net Income	283,609	667,255	235.3 %



2022/2023 Wallace Stegner Academy: West Valley and Salt Lake Campuses Utah School Land Trust Plan

Plan: WSA will employ one data and instructional coach/assistant principal who will spend the majority of their time in classrooms coaching teachers to improve the efficiency and rigor of math and reading instruction and conducting weekly math and ELA data meetings for each grade level team to evaluate the previous week's exit ticket data and to prepare re-teaching plans. Land trust funds will be used to fund the majority of their salary.

Measurements: WSA's mission is to close the achievement gap for low income students. WSA's student population is made up of 60% low income students. Our goal for both the West Valley and Salt Lake campuses is a 5% increase from their previous years scores (at their previous schools) in Math and ELA.

Cost: The projected Utah School Land Trust allocation to the WVC and the SLC campus should be roughly \$100,000 per school. WSA will use this full amount to pay for a portion of the total compensation of this individual employee.

Remaining Funds: Any remaining funds will be spent on purchasing new student computers to replace any computers that reach their shelf life this year.



Teacher and Student Success Plan

School Year: 2022 – 2023

School: Wallace Stegner Academy—Salt Lake Campus

Date Board Student Success Framework Approved: June 20, 2019

Date Teacher and Student Success Plan Approved:

General Information – In accordance with the Student Success Framework approved by the Board, the school’s administration will create a Teacher and Student Success Plan designed to improve the school’s performance under the state’s accountability system (USBE staff have indicated that this means achieving at least a 1% increase from the previous year’s overall score). The Plan’s goals may align with the goals shown on the School Land Trust Plan. Schools must include at least one goal in the plan. Schools must solicit input on developing the plan from administrators, school level educators, parents, and the School Land Trust council and may solicit input from students, support professionals, or other community stakeholders. The Plan must be submitted to the school’s Board for approval. The Board will annually review the Plan submitted and use its best efforts to complete the approval process by June 30 each year. The School Land Trust council will select a component of the approved plan to address within the School Land Trust Plan.

Goals based on School Needs

1. Students at WSA in grades 4-8 will increase language arts scores by 2 percentage points as compared to the previous years’ proficiency scores.
2. Students at WSA in grades 4-8 will increase math scores by 1 percentage points as compared to the previous years’ proficiency scores.

Measurement

1. Goal 1 as measured by end of year summative test.
2. Goal 2 as measured by end of year summative test.

Action Steps

- Administration will provide teachers and/or staff with professional learning opportunities to implement data-based decision making.
- Teachers will use data to create instructional opportunities for students.
- Students will take end of year summative tests in language arts and math.

Budget

10% of the TSSA fund will be used for bonuses to incentivize teachers to achieve TSSA Goals.
90% of the TSSA funds will be used for augmentation of existing programs.



Teacher and Student Success Plan

School Year: 2022 – 2023

School: Wallace Stegner Academy—West Valley Campus

Date Board Student Success Framework Approved: June 20, 2019

Date Teacher and Student Success Plan Approved:

General Information – In accordance with the Student Success Framework approved by the Board, the school’s administration will create a Teacher and Student Success Plan designed to improve the school’s performance under the state’s accountability system (USBE staff have indicated that this means achieving at least a 1% increase from the previous year’s overall score). The Plan’s goals may align with the goals shown on the School Land Trust Plan. Schools must include at least one goal in the plan. Schools must solicit input on developing the plan from administrators, school level educators, parents, and the School Land Trust council and may solicit input from students, support professionals, or other community stakeholders. The Plan must be submitted to the school’s Board for approval. The Board will annually review the Plan submitted and use its best efforts to complete the approval process by June 30 each year. The School Land Trust council will select a component of the approved plan to address within the School Land Trust Plan.

Goals based on School Needs

1. Students at WSA in grades 4-8 will increase language arts scores by 2 percentage points as compared to the previous years’ proficiency scores.
2. Students at WSA in grades 4-8 will increase math scores by 1 percentage points as compared to the previous years’ proficiency scores.

Measurement

1. Goal 1 as measured by end of year summative test.
2. Goal 2 as measured by end of year summative test.

Action Steps

- Administration will provide teachers and/or staff with professional learning opportunities to implement data-based decision making.
- Teachers will use data to create instructional opportunities for students.
- Students will take end of year summative tests in language arts and math.

Budget

10% of the TSSA fund will be used for bonuses to incentivize teachers to achieve TSSA Goals.
90% of the TSSA funds will be used for augmentation of existing programs.

EXHIBIT "A"

No portions of Exhibit "A" may be changed unless amended pursuant to Charter Agreement Section 5.3

1. Name: The name of the Charter School shall be Wallace Stegner Academy.
2. Applicant: A Charter Agreement is granted to Wallace Stegner Academy, which applied on December 9, 2014.
3. Location: The Charter School shall be established in Salt Lake City, located within Salt Lake City School District, which location is material to its authorization.

Mission statement: The Charter School mission statement, as set forth in the application, is: "Wallace Stegner Academy will foster a community of active learners through academic rigor and citizenship by providing an opportunity for at-risk students to close the achievement gap and achieve academic excellence through:

- Academic rigor
- Direct Instruction
- Data-driven instruction
- Ability-based mathematics, language arts, and reading classes
- Positive learning environments
- Character development"

4. Purpose(s): The Charter School purpose(s) are consistent with U.C.A. §53A-1a-503 include:

(1) continue to improve student learning by enhancing learning opportunities for students who are at risk of academic failure, including English Language Learners (ELLs) and economically disadvantaged.

5. Key elements: The key elements of the Charter School, as set forth in the application, are programs and processes that make this school unique. They will be included in the State Charter School Board annual reviews as assurances or may be included in the School Accountability Measures (number 11).

- Large enough student population to offer all programmatic elements listed in the approved application;
- Data driven instruction modeled after Uncommon Schools (New Jersey);
- All curriculum developed around measureable goals and will include formative and summative assessments;
- School will have scaffolded instruction, defined as lessons designed around the concept that all learning objectives will be taught in a spiral pattern;
- Daily ability based mathematics, reading, and English language arts program;
- School will emphasize a strong factual knowledge base for all of its students;

- Reading programs will be phonics-based at first, and later focus on the development of comprehension strategies and metacognition;
- Academic vocabulary will be fostered in every classroom and in every grade;
- Students will study American, European, African, and South American history;
- Direct Instruction in all grades;
- Character development curriculum in all grades;
- Targets economically disadvantaged minority English Language Learners;
- Will not offer online or distance education, as defined in the State Charter School Board 2016-2017 application.

6. **Opening date:** The opening year of the Charter School is SY2017.

7. **Student population:** The grade levels served and maximum authorized enrollment by grade band and school year is:
 Grades served: **K-8**

School Year	Enrollment by grade band				Total enrollment
	K	1-6	7-8	9-12	
SY2017	90	540	60	0	690
SY2018	90	540	150	0	780
SY2019	90	540	180	0	810

8. **Governing board:**

- a. Number of board members: 5 - 7 inclusive
- b. Selection and removal of board members: appointed by majority vote of current directors; removed by 2/3 vote of current directors
- c. Terms of Office: 3 year term, no limit
- d. Meetings: regularly, with a minimum of 9 a year

9. **Waivers from Board Rule:** The Charter School is explicitly waived from the following Administrative Rules: None.

10. **School Achievement Measures:** The Charter School agrees to the following school-specific measures and targets, which will be evaluated through the SCSB's annual review.

State Accountability

Measure	Metric	Targets				Weighting
		Exceeds	Meets	Does Not Meet	Falls Far Below	
School Grade	The letter grade given to a school by the School Grading Accountability system	A	C	D	F	Equal
Federal Accountability	The overall score, used for Federal Accountability and reported on the PACE report card	395	335	235	<235	Equal

Note: These two measures no longer exist.

School Accountability

Measure	Metric	Targets				Weighting
		Exceeds	Meets	Does Not Meet	Falls Far Below	
Achievement Gap- Language Arts	Percentage of proficient students, who have been enrolled at least 3 FAY, on the ELA state summative assessment	10 percentage points above the average of the 10 closest elementary or middle schools	5 percentage points above the average of the 10 closest elementary or middle schools	5 percentage points below the average of the 10 closest elementary or middle schools	<5 percentage points below the average of the 10 closest elementary or middle schools	Equal

Achievement Gap- Mathematics	Percentage of proficient students, who have been enrolled at least 3 FAY, on the Mathematics state summative assessment	?: 10 percentage points above the average of the 10 closest elementary or middle schools	?: 5 percentage points above the average of the 10 closest elementary or middle schools	?: 5 percentage points below the average of the 10 closest elementary or middle schools	<5 percentage points below the average of the 10 closest elementary or middle schools	Equal
Achievement Gap - Science	Percentage of proficient students, who have been enrolled at least 3 FAY, on the Science state summative assessment	?: 10 percentage points above the average of the 10 closest elementary or middle schools	?: 5 percentage points above the average of the 10 closest elementary or middle schools	?: 5 percentage points below the average of the 10 closest elementary or middle schools	<5 percentage points below the average of the 10 closest elementary or middle schools	Equal
English Language Progress	<p>Percentage of students who test out of the ESL program within five years of continuous enrollment, as measured by WIDA</p> <p>Percentage of English learners who are making adequate progress (defined by the Utah School Grades website)</p>	>5 percentage points above the state average	>2.5 percentage points above the state average	<2.5 percentage points below the state average	<5 percentage points below the state average	Equal

Student Engagement

Measure	Metric	Targets			
		Exceeds	Meets	Does Not Meet	Falls Far Below
Transfer Rate	Percentage of students who leave the school before year-end	::S3%	::S7%	15%	> 15%
Retention Rate	Percentage of students enrolled at year-end who returned to a school within the LEA by Oct. 1 of the following year	90%	80%	65%	<65%

Wallace Stegner Academy
Policy: LEA-Specific Educator License Policy
Adopted: July 30, 2020
Amended:



Purpose

Wallace Stegner Academy (the “School”) is committed to employing educators who are properly licensed and qualified for their positions. This policy is adopted in accordance with Rule R277-301 and governs the School’s application for LEA-specific educator licenses and its employment of educators on such licenses.

The School acknowledges that the purpose of LEA-specific educator licenses is to allow the School to hire otherwise qualified educators during the period that they are preparing and completing requirements to qualify for an associate educator license or a professional educator license.

Policy

Applying for an LEA-Specific Educator License

The School’s administration will propose to the Board of Directors (the “Board”) candidates for an LEA-specific educator license as the need arises.

When the administration proposes a candidate for an LEA-specific license, they will follow the procedures below and provide the Board with an explanation and rationale for requesting an LEA-specific educator license under the criteria contained in this policy.

When the Board determines that it is appropriate under this policy, the Board will approve the request for an LEA-specific educator license in a public meeting. Approval will take place no more than 60 days prior to submitting the application to the USBE on behalf of the candidate.

The Board will apply for the LEA-specific educator license for one, two, or three years as requested by the administration and approved by the Board, and in accordance with R277-301-7.

[The School may not issue an LEA-specific license area of concentration to an educator for the license areas identified in R277-301-7, including special education, pre-school special education, deaf education, school psychologist, school social worker, audiologist, speech language therapist, or speech language pathologist.](#)

Deleted: An LEA-specific educator license for a license area in special education or preschool special education may only be issued for one school year and may not be renewed. If an educator at the School is granted such an LEA-specific educator license, the School will provide special education law training recommended by the USBE Superintendent within the first month of the educator’s employment....

In accordance with R277-301-8, the Board may request an eminence designation for an LEA-Specific license, license area, or endorsement for a teacher whose employment with the School is no more than 37% of a teacher’s regular instruction load.

Criteria for Employing Educators with an LEA-Specific Educator License

The School will use the following processes and consider the following criteria in determining whether to employ an educator and apply for an LEA-specific educator license:

1. Vet each candidate and contact references in order to verify that they are a strong candidate. In particular, ensure that the candidate does not have any prior misconduct that would impair their success in teaching.
2. Interview each candidate and verify that they support the School's focus.
3. Consider the extent to which each candidate has training in the content area and the ability to facilitate student learning in that content area.
4. Consider the extent to which each candidate has experience and the ability to effectively teach courses.
5. Consider whether the LEA-specific educator license is sought in a content area in which there is a shortage of qualified educators in the state.

When an LEA-specific license, license area, or endorsement is sought for an educator for a subject that comprises less than 50% of the educator's course load, the following criteria may also be considered:

1. Consider whether the educator is a certified teacher in other content areas.
2. Consider whether the number of periods to be taught under the LEA-specific license, license area, or endorsement constitutes a full teaching load.
3. Consider whether the School currently employs or is hiring a teacher who does not have a degree or endorsement in the content area but who can also teach other areas in which they are licensed.
4. Consider whether the educator has demonstrated proficiency in teaching these courses.
5. Consider whether the administration has identified other qualified candidates with the necessary dual licensing.

The School will also ensure that a candidate for an LEA-specific educator license has completed (or will timely complete) the required criminal background check and educator ethics review described in R277-301-7.

Educator Preparation and Support

Within the first year of employment, the School will train each educator holding an LEA-specific educator license on:

- (a) educator ethics;
- (b) classroom management and instruction;
- (c) basic special education law and instruction; and
- (d) the Utah Effective Teaching Standards described in R277-530.

Website Posting

This policy will be posted on the School's website.

The School will also prominently post the following information on its website:

- (a) disclosure of the fact that the School employs individuals holding LEA-specific licenses, license areas, or endorsements;
- (b) an explanation of the types of licenses issued by the USBE;
- (c) the percentage of the types of licenses, license areas, and endorsements held by educators employed in the School based on the employees' FTE as reported to the USBE Superintendent; and
- (d) a link to the Utah Educator Look-up Tool provided by the USBE Superintendent in accordance with Subsection [R277-312-7\(6\)](#).

Deleted: R277-515-7(6)

Signature:

Sarah Vaughan, Board President Date

Travel Policy

Adopted: January 20, 2016

Revised: May 2, 2022



Purpose

The purpose of this policy is to establish procedures for authorization of travel by employees or ~~b~~Board members of Wallace Stegner Academy (the "School") who may be required to travel to fulfill their official duties or to attend seminars, conferences, or other professional or educational activities benefiting the School.

Policy

1. This policy applies to all travel by employees and Board members on School-related business, whether or not overnight stay is required. This policy does not apply to field trips or other School-sponsored activities involving students.
2. Travel by campus-level employees must be approved in advance by the Principal/Director. Travel by the Principal/Director or Board members must be approved/communicated in advance by/to the Board of Directors in advance of the travel, where possible. All travel-related purchases are subject to, and must be approved in accordance with, the School's Purchasing and Disbursement Policy.
3. Where possible, All campus-level employee travel requests must be submitted to the Director, and all travel anticipated by the Director or Board members must be communicated to the Board, at least three (3) weeks prior to departure date and prior to making any arrangements. Such travel requests and communications to the Board must explain the purpose of the travel and, where applicable, include the conference registration materials, proposed hotel accommodations, and approximate airfare. Flight reservations will be made by the School's Management Company.
4. Per Diem expenses will be paid for all approved travel events that are more than 100 miles from the School's Salt Lake City Campus. Where possible, the per diem will be paid to the traveler by check no less than 48 hours prior to departure date. The per diem rates are as follows:
 - a. Out-of-State per diem of up to \$65-75 per day for meals will be paid as follows: \$40 for dinner, \$15 for lunch, and \$10 for breakfast.
 - b. In-State per diem of up to \$50/60 per day for meals will be paid as follows: \$25 for dinner, \$15 for lunch, and \$10 for breakfast.

5. Reasonable and necessary ground transfer ~~and mileage rate~~ expenses will be reimbursed based on receipts submitted for such expenses. The traveler must provide receipts for all expenses for which reimbursement is sought.
6. Mileage will be reimbursed at the standard IRS mileage reimbursement rates in effect at the time. However, mileage for travel to and from an event will not be reimbursed in an amount greater than the lowest cost airfare that could reasonably be obtained for travel to and from the event.
7. Reasonable and necessary ~~H~~hotel accommodations will be approved for the number of days a conference is in session, less one. One additional night of hotel accommodations will be approved when an additional travel day is required prior to a conference. A second additional night of hotel accommodations ~~is~~will be approved when an additional travel day is required after the conference concludes. Other additional days of hotel accommodations will be allowed only when approved in advance of the conference by the Principal Director or the President of the Board of Directors.

Additional Info:

We reserve the right to charge extra for extreme digging including but not limited to: site not excavated prior to our arrival, material other than native soil, such as old footers, loose-fill, pit run, drainage, etc.
Includes site prep, drainage, and borders
Standard Insurance applies. Additional insurance requirements will incur applicable charges.
Tax Exempt
Due to recent events many of our Suppliers are requiring the ½ down deposit be paid before the order will go into production. To not delay your order please make arrangements to pay the ½ down on equipment as soon as your estimate is signed & invoice is received.

Subtotal	\$119,277.94
Tax	
Total	\$119,277.94

Customer Signature: _____

Date: _____

Additional Info:

We reserve the right to charge extra for extreme digging including but not limited to: site not excavated prior to our arrival, material other than native soil, such as old footers, loose-fill, pit run, drainage, etc.
Includes site prep, drainage, and borders
Standard Insurance applies. Additional insurance requirements will incur applicable charges.
Tax Exempt
Due to recent events many of our Suppliers are requiring the ½ down deposit be paid before the order will go into production. To not delay your order please make arrangements to pay the ½ down on equipment as soon as your estimate is signed & invoice is received.

Subtotal	\$119,277.94
Tax	
Total	\$119,277.94

Customer Signature: _____

Date: _____

WALLACE STEGNER SLC

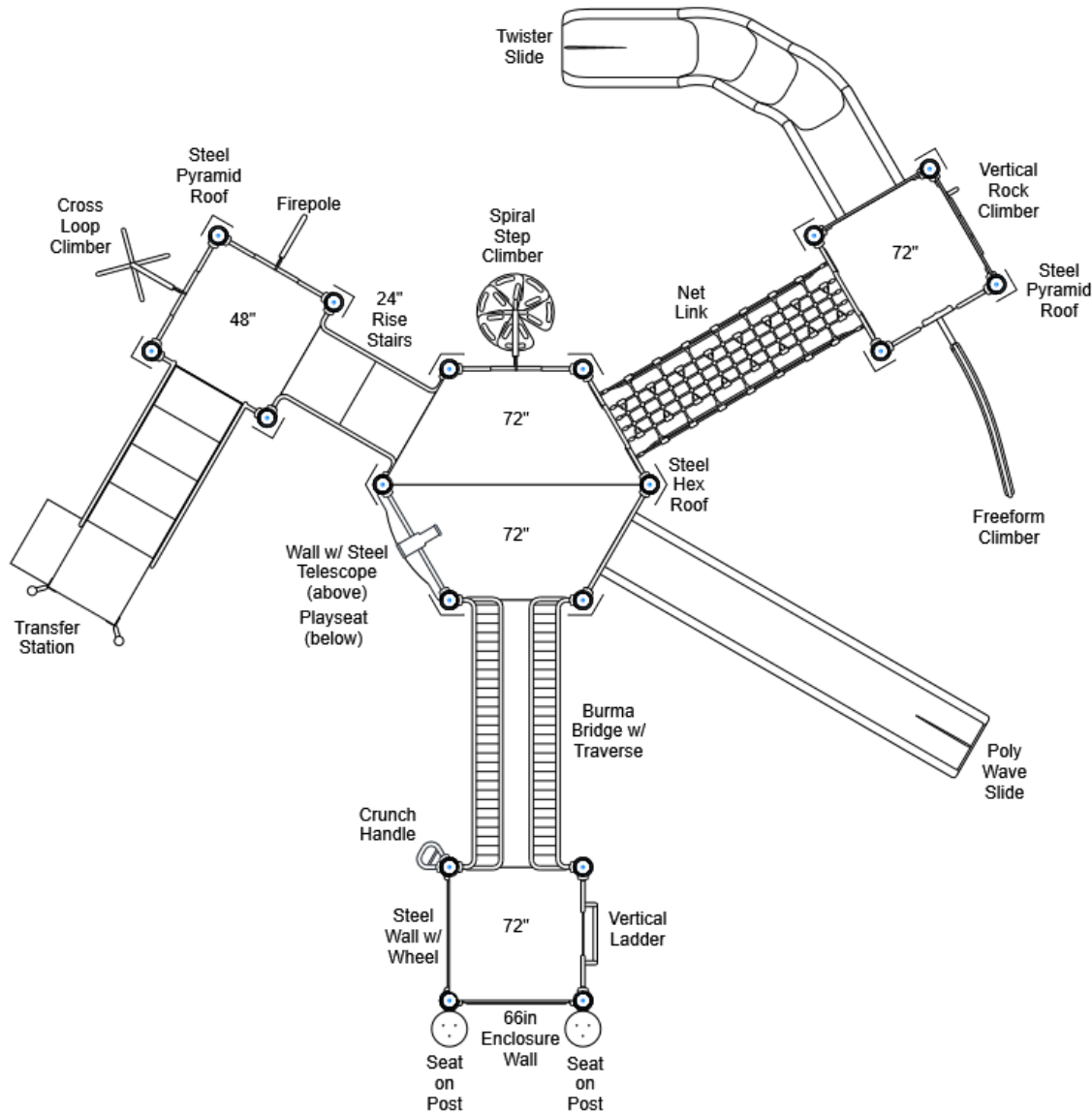
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
13	11/7	0	5/4	0/3

R5

FOR KIDS
AGES
5-12



GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

STRUCTURE#: R50C60ADA
PROJECT#: R50C60ADA
DATE: 4/25/2022

MIN. USE ZONE: 41' x 44'

PLAYCRAFT REP:
LuckyDog Recreation

WALLACE STEGNER SLC
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
13	11/7	0	5/4	0/3

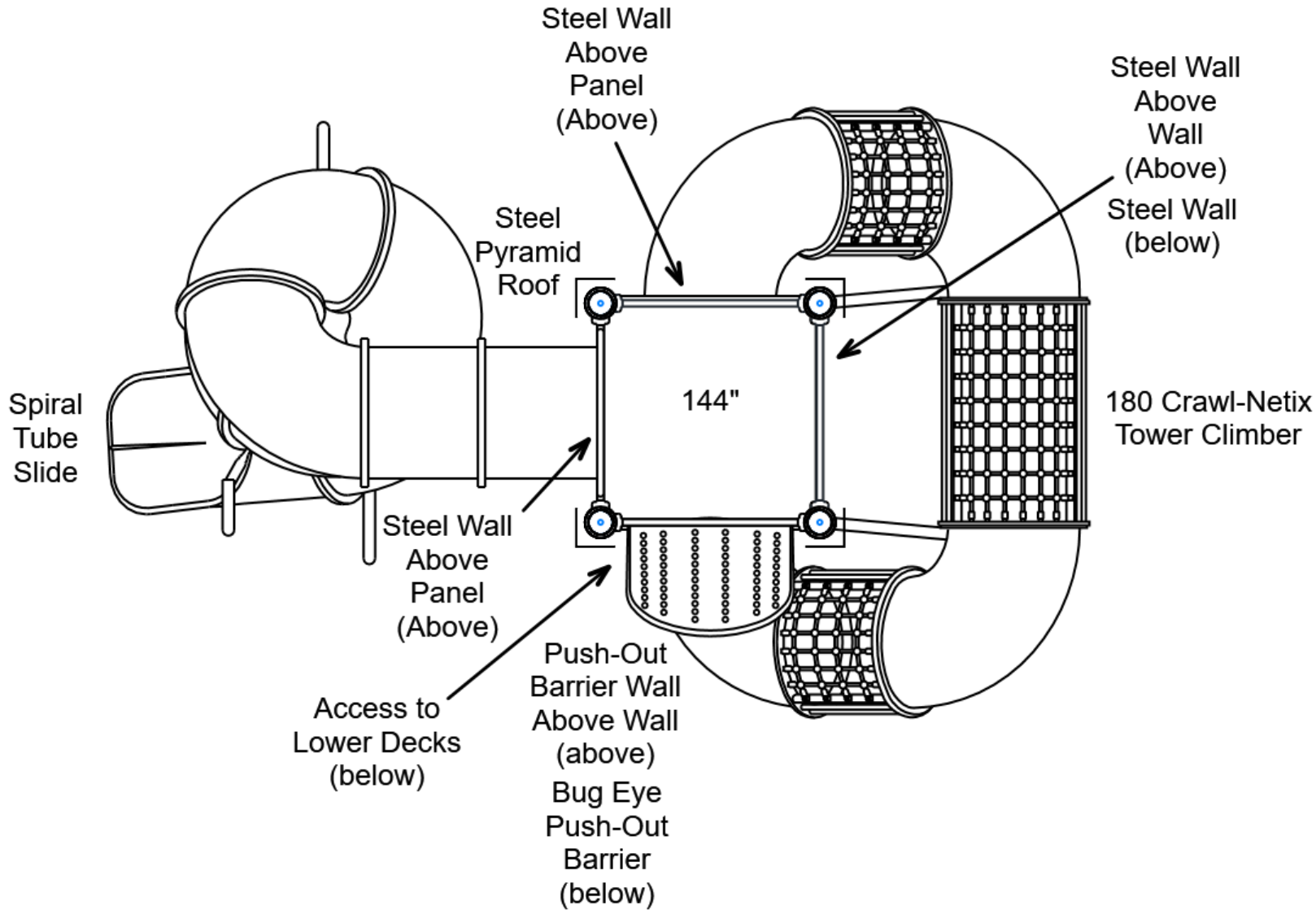
R5

FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R50C60ADA
PROJECT#: R50C60ADA
DATE: 4/25/2022

MIN. USE ZONE: 41' x 44'

PLAYCRAFT REP:
LuckyDog Recreation

WALLACE STEGNER SLC

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

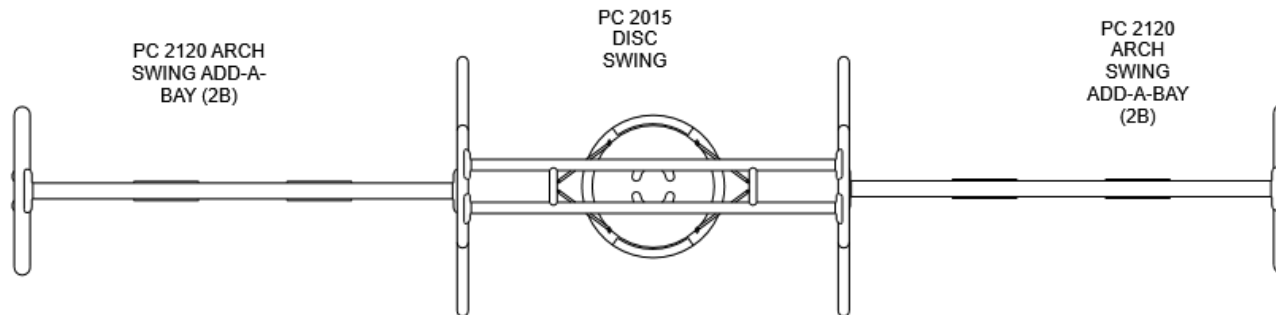
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	8/0	1/0

FOR KIDS
AGES
5-12

GENERAL NOTES:

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STRUCTURE#: FREPC2120+AB
PROJECT#: R50C60ADA
DATE: 4/25/2022

MIN. USE ZONE: 46' x 31'

PLAYCRAFT REP:
LuckyDog Recreation

WALLACE STEGNER SLC SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
13	11/7	0	9/4	2/3



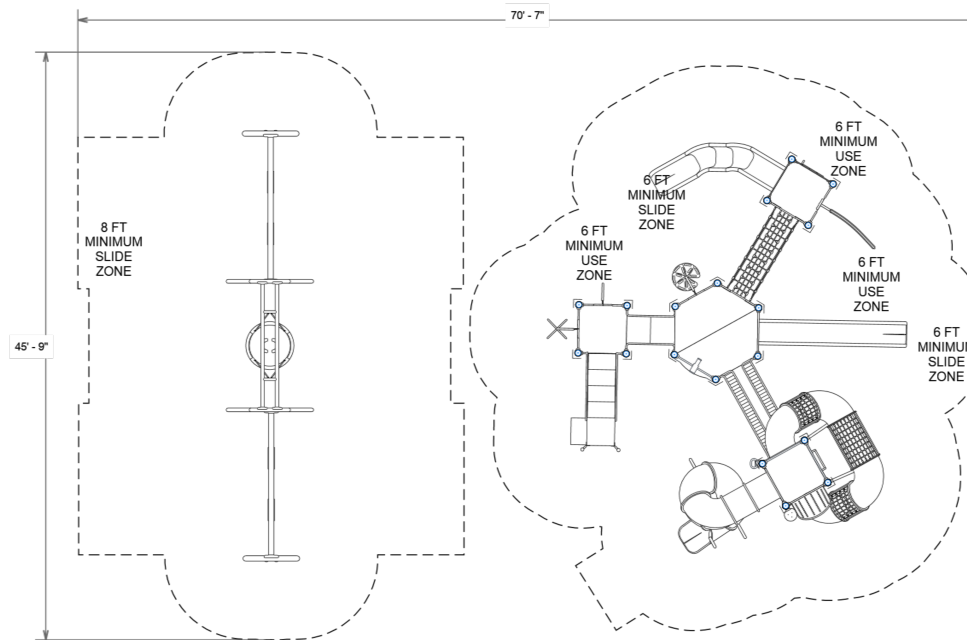
FOR KIDS
AGES
5-12

GENERAL NOTES:

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The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: R50C60ADA
DATE: 4/25/2022

MIN. USE ZONE: 71' x 46'

PLAYCRAFT REP:
LuckyDog Recreation

WALLACE STEGNER SLC
SW VIEW

R5

FOR KIDS
AGES
5-12

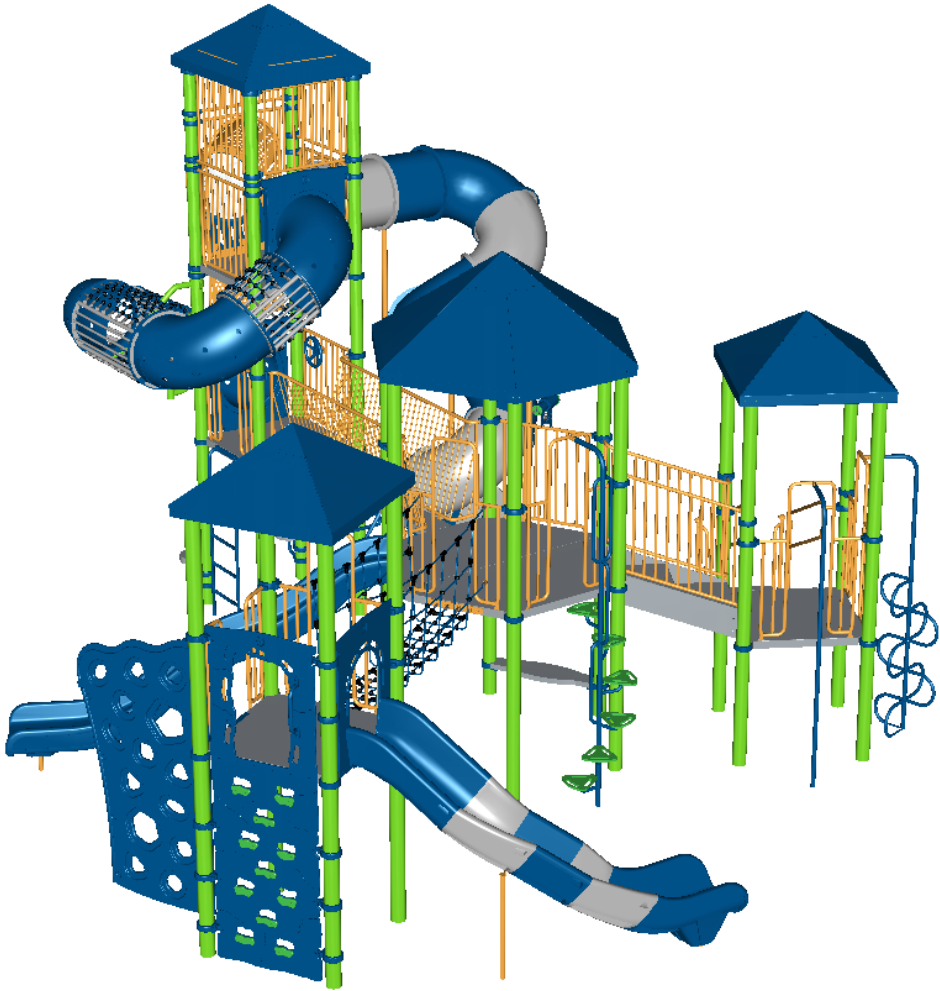


STRUCTURE#: R50C60ADA
PROJECT#: R50C60ADA
DATE: 4/25/2022

WALLACE STEGNER SLC
NE VIEW

R5

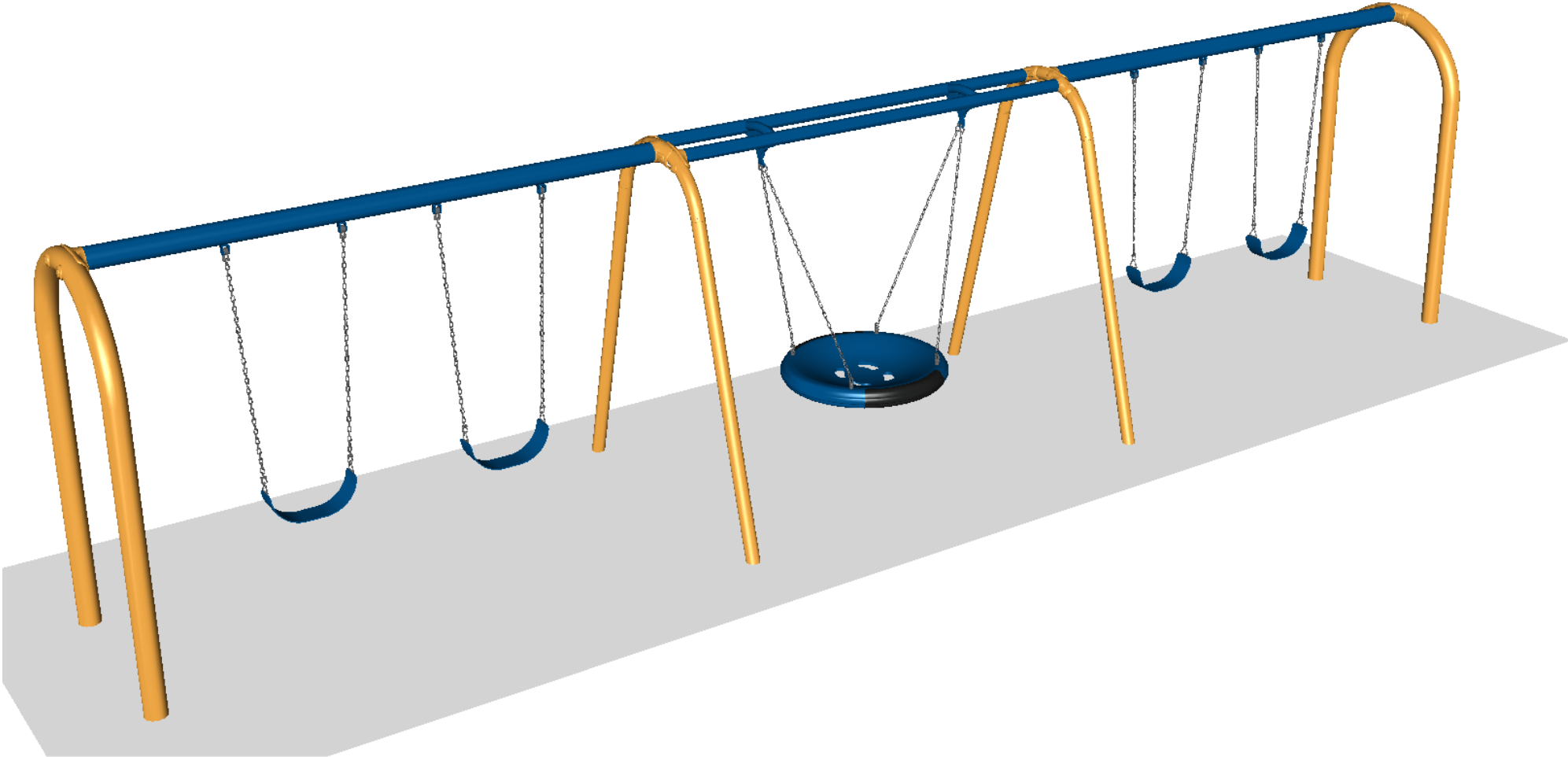
FOR KIDS
AGES
5-12



STRUCTURE#: R50C60ADA
PROJECT#: R50C60ADA
DATE: 4/25/2022

WALLACE STEGNER SLC
SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE#: FREPC2120+AB
PROJECT#: R50C60ADA
DATE: 4/25/2022



Bill of Materials

WALLACE STEGNER SLC

Project# R50C60ADA

4/25/2022

Item	Description	Quantity
R50C60ADA		
HS-1004-R	Collars	81
S-1015-R5-15ft	Post, 15ft R5	4
S-1016-R5-16ft	Post, 16ft R5	10
S-1022-R5-22ft	Post, 22ft R5	4
S-1101-R5	Square Deck	4
S-1106-R5	Hex Deck, Half (4 Post)	2
S-1206-24R45	ADA Stairs, 24in Rise w/ Walls	1
S-1209-36-R5	Transfer Station, 48in-L	1
S-1210-72	Climber, Vertical Ladder 66-72in	1
S-1213-4R	Climber, Firepole 42-48in	1
S-1229-4R	Climber, Cross Loop 42-48in	1
S-1234-6R	Climber, Spiral Step 66-72in	1
S-1237-6R5	Climber, Vertical Rock 66-72in	1
S-1238-6	Climber, Freeform 66-72in	1
S-1301-IU21	Wall, Infinity (Below Deck, Above Panel, 72)	1
S-1301-R5	Wall, Steel 36in (Standard)	1
S-1301-R5-MT	Wall w/ Wheel	1
S-1301-RSP-3475R5	Steel Wall (Above Wall, Double Bar)	1
S-1301-RSSP1675	Push-Out Barrier (Above Wall, Double Bar)	1
S-1301-RSSP-3175R5	Steel Wall (Above Panel, Double Bar)	2
S-1304-R5	Single Slide SitDown Wall	1
S-1309-2-R5	Half Walls (Pair) R5	2
S-1310-R5	Transition Wall	3
S-1316-R5	Twister Entry Panel	1
S-1362-16132-R5	Push-Out Barrier (Bug Eye)	1



**Bill of Materials
(continued)**

Item	Description	Quantity
S-1509-90TR5	Bridge, Burma w/ Traverse (90in)	1
S-1521-90R5	Link, Net (90in)	1
S-1536-6L	Climber, Crawl-Netix Tower (180, Left)	1
S-1704-6	Slide, Wave 72in (Single)	1
S-1707-12SPR5	Slide, Tube 144in (Spiral, Right)	1
S-1710-6-LSL	Slide, Twister 72in (L-S-L)	1
S-1803-R5STL	Metal Roof, Hex	1
S-1807-R5STL	Metal Roof, Pyramid	3
S-1830-STL-R5	Wall w/ Steel Telescope	1
S-1937-R5	Crunch Handle	1
S-1962-R5	Playseat	1
S-1963-R5	Seat on Post	2
FREPC2120+AB		
A2-2015	PC 2015 Disc Swing	1
A2-2120-2B-AB	PC 2120 Arch Swing (Left, 2B)	1
A2-2120-2B-AB	PC 2120 Arch Swing (Right, 2B)	1

WALLACE STEGNER SLC

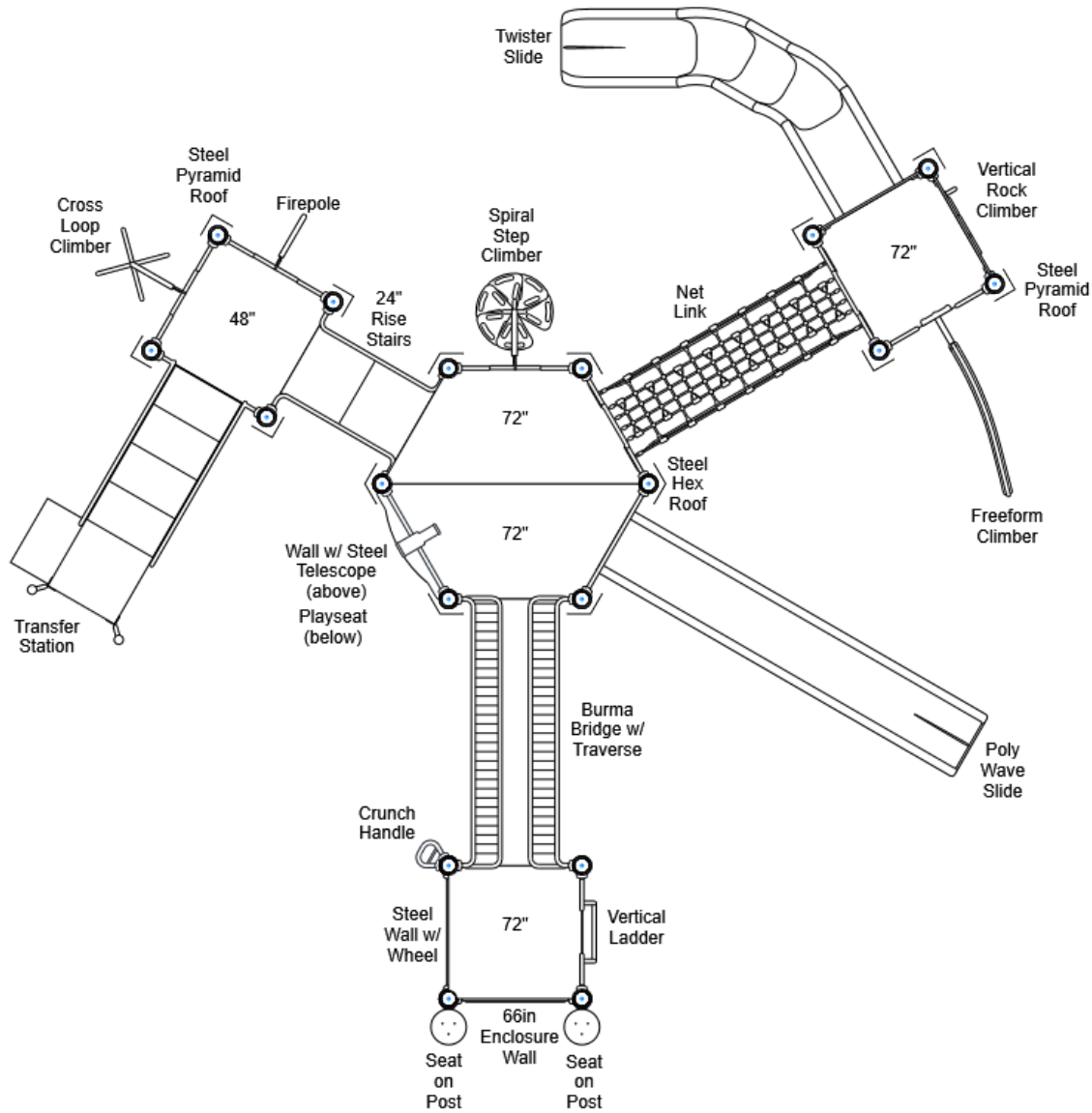
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
13	11/7	0	5/4	2/3

R5

FOR KIDS
AGES
5-12



GENERAL NOTES:

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STRUCTURE#: R50C60ADA
PROJECT#: R50C60ADA
DATE: 3/2/2022

MIN. USE ZONE: 41' x 44'

PLAYCRAFT REP:
LuckyDog Recreation

WALLACE STEGNER SLC
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
13	11/7	0	5/4	2/3

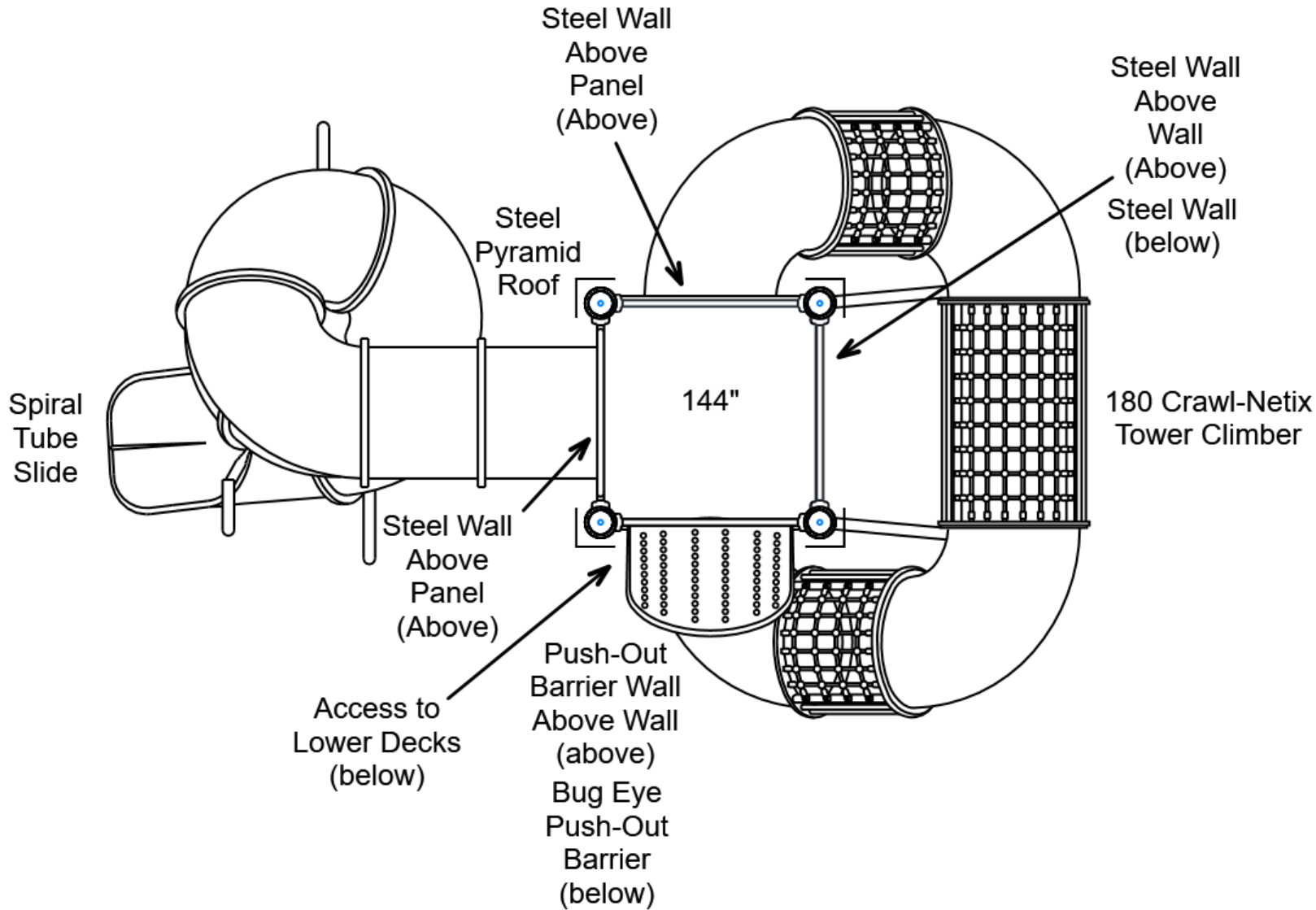
R5

FOR KIDS
 AGES
 5-12

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STRUCTURE#: R50C60ADA
 PROJECT#: R50C60ADA
 DATE: 3/2/2022

MIN. USE ZONE: 41' x 44'

PLAYCRAFT REP:
LuckyDog Recreation

WALLACE STEGNER SLC

TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

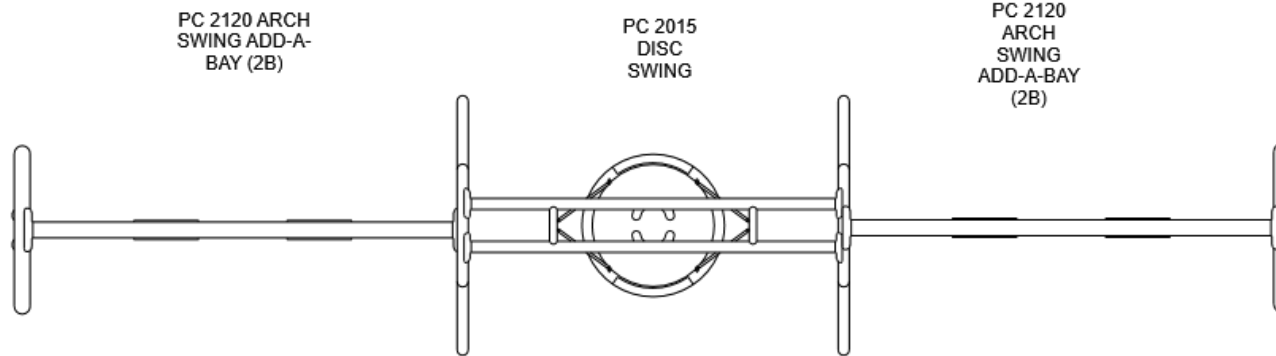
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	8/0	1/0

FOR KIDS
AGES
5-12

GENERAL NOTES:

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STRUCTURE#: FREPC2120+AB
PROJECT#: R50C60ADA
DATE: 3/2/2022

MIN. USE ZONE: 46' x 31'

PLAYCRAFT REP:
LuckyDog Recreation

WALLACE STEGNER SLC SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
13	11/7	0	9/4	4/3

R5

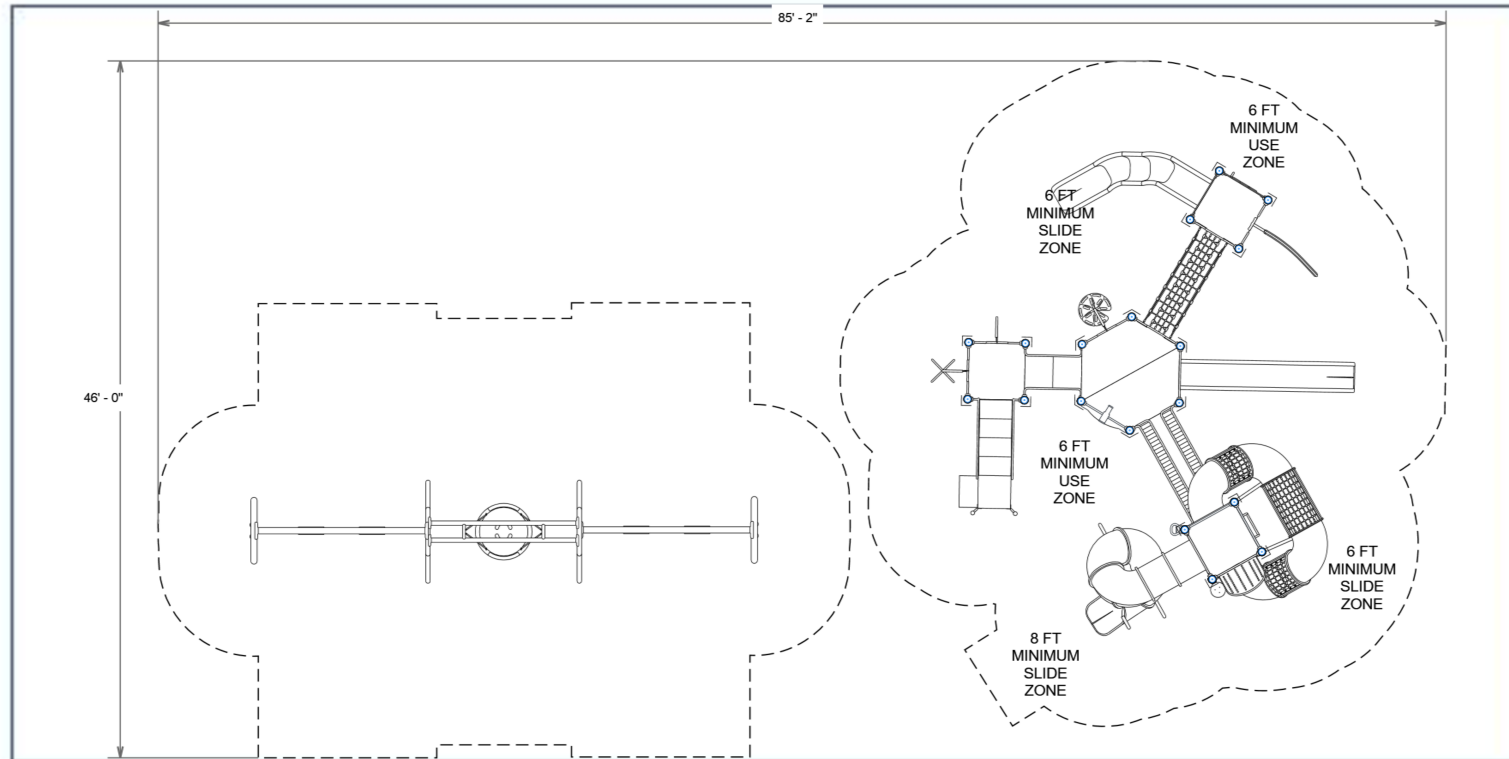
FOR KIDS
AGES
5-12

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PROJECT#: R50C60ADA
DATE: 3/2/2022

MIN. USE ZONE: 86' x 46'

PLAYCRAFT REP:
LuckyDog Recreation

WALLACE STEGNER SLC
SW VIEW

R5

FOR KIDS
AGES
5-12

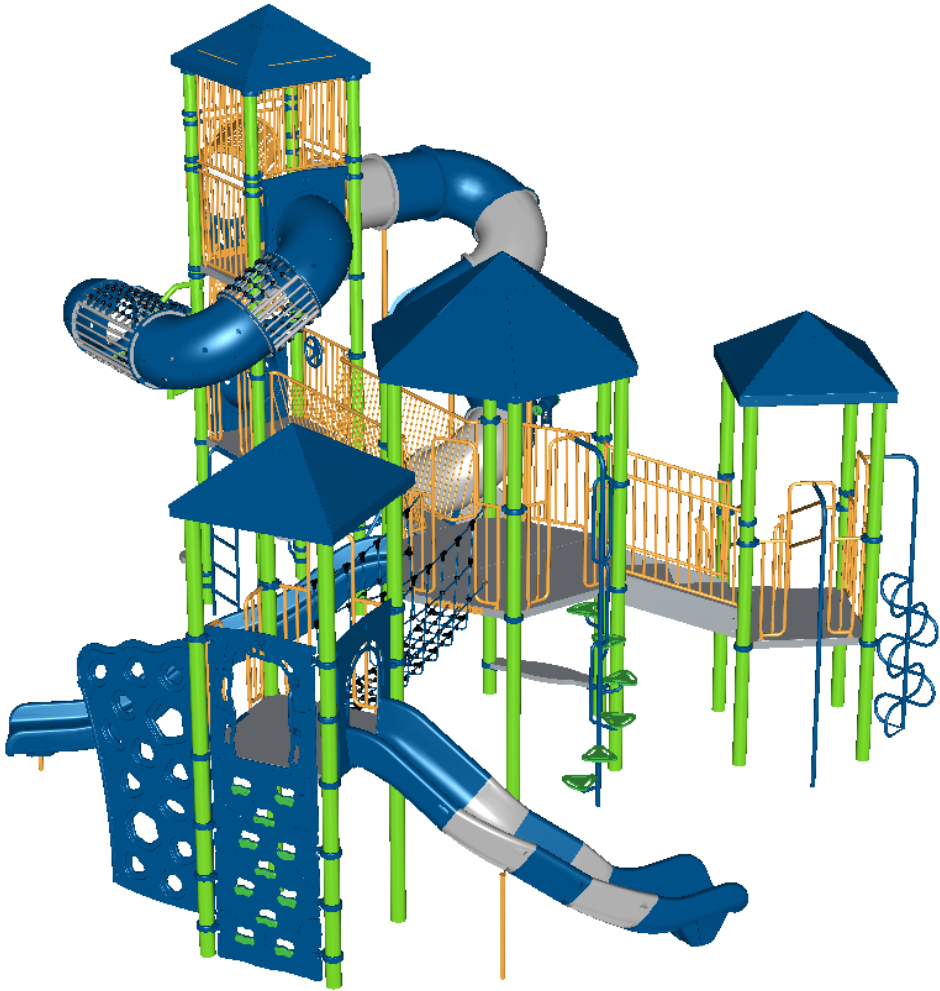


STRUCTURE#: R50C60ADA
PROJECT#: R50C60ADA
DATE: 3/2/2022

WALLACE STEGNER SLC
NE VIEW

R5

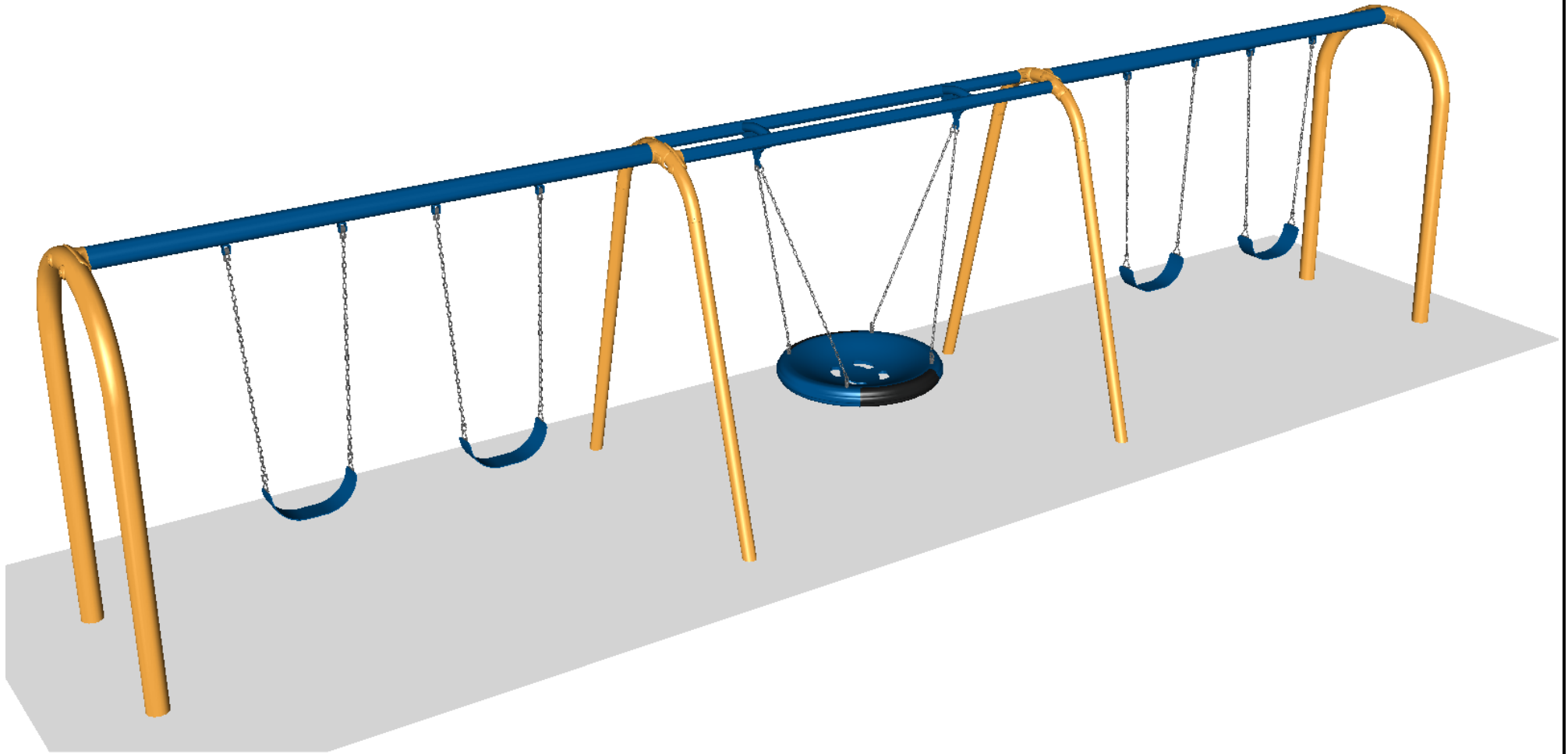
FOR KIDS
AGES
5-12



STRUCTURE#: R50C60ADA
PROJECT#: R50C60ADA
DATE: 3/2/2022

WALLACE STEGNER SLC
SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE#: FREPC2120+AB
PROJECT#: R50C60ADA
DATE: 3/2/2022



Bill of Materials

WALLACE STEGNER SLC

Project# R50C60ADA

3/2/2022

Item	Description	Quantity
R50C60ADA		
HS-1004-R	Collars	79
S-1015-R5-15ft	Post, 15ft R5	4
S-1016-R5-16ft	Post, 16ft R5	10
S-1022-R5-22ft	Post, 22ft R5	4
S-1101-R5	Square Deck	4
S-1106-R5	Hex Deck, Half (4 Post)	2
S-1206-24R45	ADA Stairs, 24in Rise w/ Walls	1
S-1209-36-R5	Transfer Station, 48in-L	1
S-1210-72	Climber, Vertical Ladder 66-72in	1
S-1213-4R	Climber, Firepole 42-48in	1
S-1229-4R	Climber, Cross Loop 42-48in	1
S-1234-6R	Climber, Spiral Step 66-72in	1
S-1237-6R5	Climber, Vertical Rock 66-72in	1
S-1238-6	Climber, Freeform 66-72in	1
S-1301-IU21	Wall, Infinity (Below Deck, Above Panel, 72)	1
S-1301-R5	Wall, Steel 36in (Standard)	1
S-1301-R5-MT	Wall w/ Wheel	1
S-1301-RSP-3475R5	Steel Wall (Above Wall, Double Bar)	1
S-1301-RSSP1675	Push-Out Barrier (Above Wall, Double Bar)	1
S-1301-RSSP-3175R5	Steel Wall (Above Panel, Double Bar)	2
S-1304-R5	Single Slide SitDown Wall	1
S-1309-2-R5	Half Walls (Pair) R5	2
S-1310-R5	Transition Wall	3
S-1316-R5	Twister Entry Panel	1
S-1362-16132-R5	Push-Out Barrier (Bug Eye)	1



**Bill of Materials
(continued)**

Item	Description	Quantity
S-1509-90TR5	Bridge, Burma w/ Traverse (90in)	1
S-1521-90R5	Link, Net (90in)	1
S-1536-6L	Climber, Crawl-Netix Tower (180, Left)	1
S-1704-6	Slide, Wave 72in (Single)	1
S-1707-12SPR5	Slide, Tube 144in (Spiral, Right)	1
S-1710-6-LSL	Slide, Twister 72in (L-S-L)	1
S-1803-R5STL	Metal Roof, Hex	1
S-1807-R5STL	Metal Roof, Pyramid	3
S-1830-STL-R5	Wall w/ Steel Telescope	1
S-1937-R5	Crunch Handle	1
S-1962-R5	Playseat	1
S-1963-R5	Seat on Post	2
HS-1100-3	Deck to Deck Hardware	2
FREPC2120+AB		
A2-2015	PC 2015 Disc Swing	1
A2-2120-2B-AB	PC 2120 Arch Swing (Left, 2B)	1
A2-2120-2B-AB	PC 2120 Arch Swing (Right, 2B)	1



Wallace Stegner Academy Option 3





Play Power LT Farmington, Inc

Company Description & Qualifications

General Information:

Manufacturing Firm: Play Power LT Farmington, Inc.
Corporation Address: 878 E Highway 60
Monett, Missouri 65708
Phone: (800) 325-8828

Accts Payable Submit to: Play Power LT Farmington, Inc
PO Box 734155
Dallas, TX 75373-4155

Business: Play Power LT Farmington, Inc.
(Under current name since June 2004)
Previously know as: Little Tikes Commercial, Inc.
Iron Mountain Forge, now PlayPower LT started operations in 1979.

President: Bryan Yeazel
Regional Sales Manager: Greg Sippel

Purchasing Associations: SourceWell (formerly NJPA), NASPO

Principal Agent: Michael Feidler - Primary Park and Play, LLC
Area: Utah and Southern Idaho
Phone: (801) 855-6213
Email: mike@primaryparkandplay.com

Qualifications:

PlayPower LT Farmington, Inc. is a division of Play Power, Inc. a publicly held company. Primary Park and Play, LLC is the sole distributor of Play Power LT Farmington, Inc (formerly know as Little Tikes Commercial, Inc.) in Utah and Southern Idaho.

Playground equipment and fall surfacing IPEMA Certified



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

QUOTE: R0332220023
 CUSTOMER: 6006
 Project: LP894_44620584559_01

Bill To:

Adam Gerlach
 Wallace Stagner Academy
 980 Bending River Rd W
 Salt Lake City, UT 84104
 801-8675882 (phone)
 agerlach@wsacharter.org

Project Name & Location:

Prepared by:

Primary Park and Play, LLC

 216 W Cooper Ave
 Saratoga Springs, UT 84045
 (801) 855-6213 (phone)
 mike@primaryparkandplay.com

Ship To Address:

Adam Gerlach
 Wallace Stagner Academy
 980 Bending River Rd W
 Salt Lake City, UT 84104
 801-8675882 (phone)
 agerlach@wsacharter.org

End User:

Adam Gerlach
 Wallace Stagner Academy
 980 Bending River Rd W
 Salt Lake City, UT 84104
 801-8675882 (phone)
 agerlach@wsacharter.org

Quote Number: R0332220023
 Quote Date: 3/1/2022
 Valid For: 30 Days From Quote Date

Swings

OPTION 3

Product line: KidBuilders Age group: 5-12

Global defaults

3.5 ARCH SWING COLOR	BLUE
Belt Swing Seat Color	Black
KB Accent Color	BLUE
KB Vinyl color	Blue
Kid Builder Post Color	BLUE
Us/Csa Labels For Swings	US Swing Label

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36	0.00	0.00
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	10.00	0.00	0.00	0.00
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	6	18.00	0.50	143.00	858.00
200203507	ARCH SWING FRAME 3.5" SGL BAY	1	260.00	3.50	1,964.48	1,964.48
200203508	ARCH SWING FRAME 3.5" ADD-ON	2	200.00	1.75	1,307.04	2,614.08

Large KidBuilders & NRG FreeStyle

OPTION 3

Product line: KidBuilders Age group: 5-12

Global defaults

CLIMBER COLOR	RED
Cylinder Color Large	BLUE

Cylinder Color Medium	GRAYSTONE
Cylinder Color Small	TROPICAL YELLOW
Entry Sld Clr F/Slide A	TROPICAL YELLOW
Entry Sld Clr F/Slide B	LIGHT GRAY
Exit Sld Clr F/Slide A	TROPICAL YELLOW
Exit Sld Clr F/Slide B	LIGHT GRAY
Gator Color	GREEN
Gator Mounting Method	Buried
KB Accent Color	BLUE
KB Overhead Color	TROPICAL YELLOW
KB Pnl/Crwl Tunnel Clr	LIGHT GRAY
KB Slide/Float Stone Clr	LIGHT GRAY
KB Vinyl color	Blue
KB/Jeep Ground Cover	Buried
Kid Builder Post Color	METALLIC GRAY
Laminated Panel	BLUE-YELLOW-BLUE
NFS Ground Cover	Buried
Nfs Hoopla Plastic Color 1	BLUE
Nfs Hoopla Plastic Color 2	TROPICAL YELLOW
NFS Post Color	METALLIC GRAY
NRG Plastic Clr	BLUE
Plastic Steering Wheel	TROPICAL YELLOW
Quan II Hood Clr (Slide A)	TROPICAL YELLOW
Quan II Hood Clr (Slide B)	LIGHT GRAY
Rail Accent Color	TROPICAL YELLOW
Section 1 Sld Clr F/Slide A	TROPICAL YELLOW
Section 1 Sld Clr F/Slide B	LIGHT GRAY
Section 1 Sld Dir F/Slide A	Right Turn Slide Section
Section 1 Sld Dir F/Slide B	Right Turn Slide Section
Section 2 Sld Clr F/Slide A	TROPICAL YELLOW
Section 2 Sld Clr F/Slide B	LIGHT GRAY
Section 2 Sld Dir F/Slide A	Straight Slide Section
Section 2 Sld Dir F/Slide B	Straight Slide Section
Section 3 Sld Clr F/Slide A	TROPICAL YELLOW
Section 3 Sld Clr F/Slide B	LIGHT GRAY
Section 3 Sld Dir F/Slide A	Left Turn Slide Section
Section 3 Sld Dir F/Slide B	Right Turn Slide Section
Solo Spin Plastic Clr	TROPICAL YELLOW
Solo Spin Post Clr	RED
Spinner Component Mounting	Buried
Time Warp Ring Color	RED
VersaClimb Mounting	Buried
VersaClimb Plastic Clr	GRAYSTONE
Weather Station Mounting	Buried
Weather Station Post Clr	RED

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100001127	KB LONG DK/DK PLATE 205MM/8"	3	25.00	0.38	190.00	570.00
100001132	KB LONG DK/DK PLATE 405MM/16"	1	38.00	0.69	266.00	266.00
100001134	KB DK/DK PLATE 203 MM/8"	2	16.00	0.22	182.00	364.00
200006946	BRIDGE 2440 MM/8' KB	1	361.00	21.32	4,064.00	4,064.00
200007049	PANEL SAFETY DKMT. KB	1	34.00	5.00	488.00	488.00
200007096	PANEL COUNTER KB	1	40.00	14.57	820.00	820.00
200007097	PANEL ADJUSTABLE COUNTER KB KB Pnl/Crwl Tunnel Clr: BLUE	1	46.00	6.56	544.00	544.00
200013798	KB 136" GALV POST WITH CAP	4	59.00	3.00	395.00	1,580.00
200013810	KB 148" GALV POST WITH CAP	12	64.00	3.20	420.00	5,040.00
200013813	KB 4165/164" GALV POST WITH CAP	14	71.00	3.60	468.00	6,552.00
200013877	LADDER WAVY BEAM CHALL.2440 MM KB	1	86.00	19.87	1,129.00	1,129.00
200013892	RAIL SINGLE KB	3	11.00	0.26	211.00	633.00

200013924	LOOP ASSY SAFETY KB	1	43.00	7.04	571.00	571.00
200074145	GATOR WALK SCULPTURE	1	56.00	8.65	754.00	754.00
200079019	KB LEG LIFT BAR	1	6.00	0.22	255.00	255.00
200092591	STEPPING STONES F/KB	3	42.00	6.80	324.00	972.00
200095003	KB 1220MM STONE CLIMBER	1	187.00	30.79	2,229.00	2,229.00
200100284	BRIDGE ARCH 4' W/SAFETY RAILS KB	1	268.00	9.07	2,259.00	2,259.00
200102488	CLIMBER FAN 72"/1830mm F/KB	1	158.00	56.14	1,603.00	1,603.00
200109865	KBP SAFETY RAIL DKMT	1	50.00	6.15	582.00	582.00
200200164	KB 1422MM SGL. WAVE SLIDE	1	130.00	54.00	1,416.00	1,416.00
200200663	KB TELESCOPE PANEL (DKMT)	1	60.00	4.00	1,498.00	1,498.00
200200720	WEATHER STATION WINDY DAYS SCHEME	1	65.00	9.00	2,647.00	2,647.00
200201870	SOLO SPINNER	1	38.00	3.50	813.00	813.00
200202119	KB TRI-BRIDGE TDV	1	350.00	70.00	4,835.00	4,835.00
200202429	KB VERTICAL POD CLIMBER 64"	1	110.00	30.00	2,104.00	2,104.00
200202479	KB TILTED ROCK CHALLENGE WALL 72"	1	155.00	12.00	3,481.00	3,481.00
200202483	KB DECK SQUARE LARGE HOLE 11GA	2	116.00	9.86	1,206.00	2,412.00
200202485	KB DECK TRIANGLE LARGE HOLE 11GA	2	59.00	7.25	868.00	1,736.00
200202488	KB DECK 1/2 SQUARE LARGE HOLE 11GA	8	66.00	7.55	741.00	5,928.00
200202562	KB TRANS STAT 1220 SFTY RL 11GA	1	378.00	30.58	3,773.00	3,773.00
200202886	NRG FREESTYLE HOOPLA TRAVERSE	1	110.00	30.00	2,111.00	2,111.00
200202887	NRG FREESTYLE SOLO POD	1	55.00	40.00	1,166.00	1,166.00
	NRG Plastic Clr: RED					
200202890	NRG FREESTYLE RING TREK	1	35.00	2.00	904.00	904.00
200202893	NRG FREESTYLE FLOATING POMMEL	1	62.00	6.00	1,997.00	1,997.00
200202899	NRG FREESTYLE VERSA-CLIMB	1	320.00	60.00	3,039.00	3,039.00
200202989	NRG FREESTYLE 2 UP HUB	2	70.00	18.00	1,489.00	2,978.00
200203205	KB BOINGO	1	15.00	2.00	354.00	354.00
	KB Pnl/Crwl Tunnel Clr: TROPICAL YELLOW					
200203304	KB 72" DOUBLE ENTRY QUANTUM II SLIDE	1	339.00	141.60	6,940.00	6,940.00
200203319	KB CYLINDER CLIMBER 64" W/WIRE ENCL	1	175.00	12.00	2,621.00	2,621.00
200203328	KB WAVE SLIDE 72" W/2014 HOOD	1	140.00	48.00	2,046.00	2,046.00
	KB Slide/Float Stone Clr: TROPICAL YELLOW					
200203334	KB CRAZY STRAW CLIMB 64" W/WIRE ENCL	1	125.00	25.00	1,411.00	1,411.00
200203335	KB TIME WARP CLIMB	1	325.00	36.00	4,165.00	4,165.00
200203355	KB SLIDE POLE 36" W/WIRE ENCL	1	62.00	15.00	849.00	849.00
200203390	KB DBL WIDE SLIDE W/SLALOM HOOD (64")	1	235.00	75.00	2,640.00	2,640.00
	KB Slide/Float Stone Clr: RED					
200203576	ASSY PANEL MOUNT PLASIC STEER WHEEL	1	3.00	1.30	339.00	339.00
200203589	KB SILO SCRAMBLE W/SGL ENCLOSURE	1	331.00	142.00	5,793.00	5,793.00

RiskSign_Included

Product line: Park Service

Global defaults

RISK MGNT SIGN CLR SILVER

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	10.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	1	0.00	0.00	0.00	0.00
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4	0.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5	385.00	0.00	0.00	0.00
925603	LABEL P/C (5 TO 12 YRS) PPLT	4	1.00	0.00	6.45	25.80
925960	THUMB DRIVE 2GB - PPLT	1	0.00	0.00	0.00	0.00
926020	LITTLE TIKES CARD F/THUMB DRIVE	1	0.00	0.00	0.00	0.00
INSTALL Bk	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
EWF	Engineered Wood Fiber Per a Cubic Yard / IPEMA Certified per cubic yard enough for play area 1716 sf at 12" depth in Swing Area	85	0.00	0.00	67.00	5,695.00
EWF	Engineered Wood Fiber Per a Cubic Yard / IPEMA Certified per cubic yard enough for play area 3328 sf at 12" depth in Large Kid Builder Play area	166	0.00	0.00	67.00	11,122.00

Totals:

Equipment Weight:	10,983.00 lbs
Equipment Volume:	1,309.59 ft ³
Equipment List:	\$106,733.36
Discount Amount:	-\$42,159.00
Products Subtotal:	\$64,574.36
Products by Other:	\$16,817.00
Installation:	\$35,900.00
Estimated Sales Tax*:	\$0.00
Freight:	\$4,782.39 Code: 88841
Grand Total:	\$122,073.75

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: Price does **not** include play pit preparation, containment curb, drainage or filter fabric.

This playground contains 15.51% recycled content
This playground qualifies for 1 LEED point(s)

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.

OPTION 3



Project:
 New Playground Opt 3 Wallace Stegner
 West Valley, UT
 LTCPS rep:
 Mike Feidler
 Primary Park and Play LLC
 (801) 855-6213

Ground Space: 40'-0" x 78'-6"
 Protective Area: 51'-6" x 96'-0"

Drawn by: Mike Feidler
 Date: 3/1/2022
 DWG Name: LP894_44620584559

LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273

Playground Layout Compliance:

- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

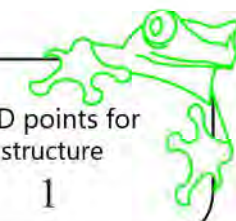
- This playground design meets the final Access Board Regulations.



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure

1



OPTION 3



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 New Playground Opt 3 Wallace Stegner
 West Valley, UT
 LTCPS rep:
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 Primary Park and Play LLC
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Ground Space: 40'-0" x 78'-6"
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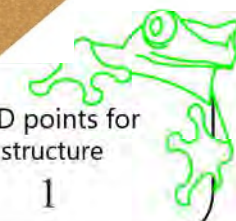
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LEED points for this structure

1



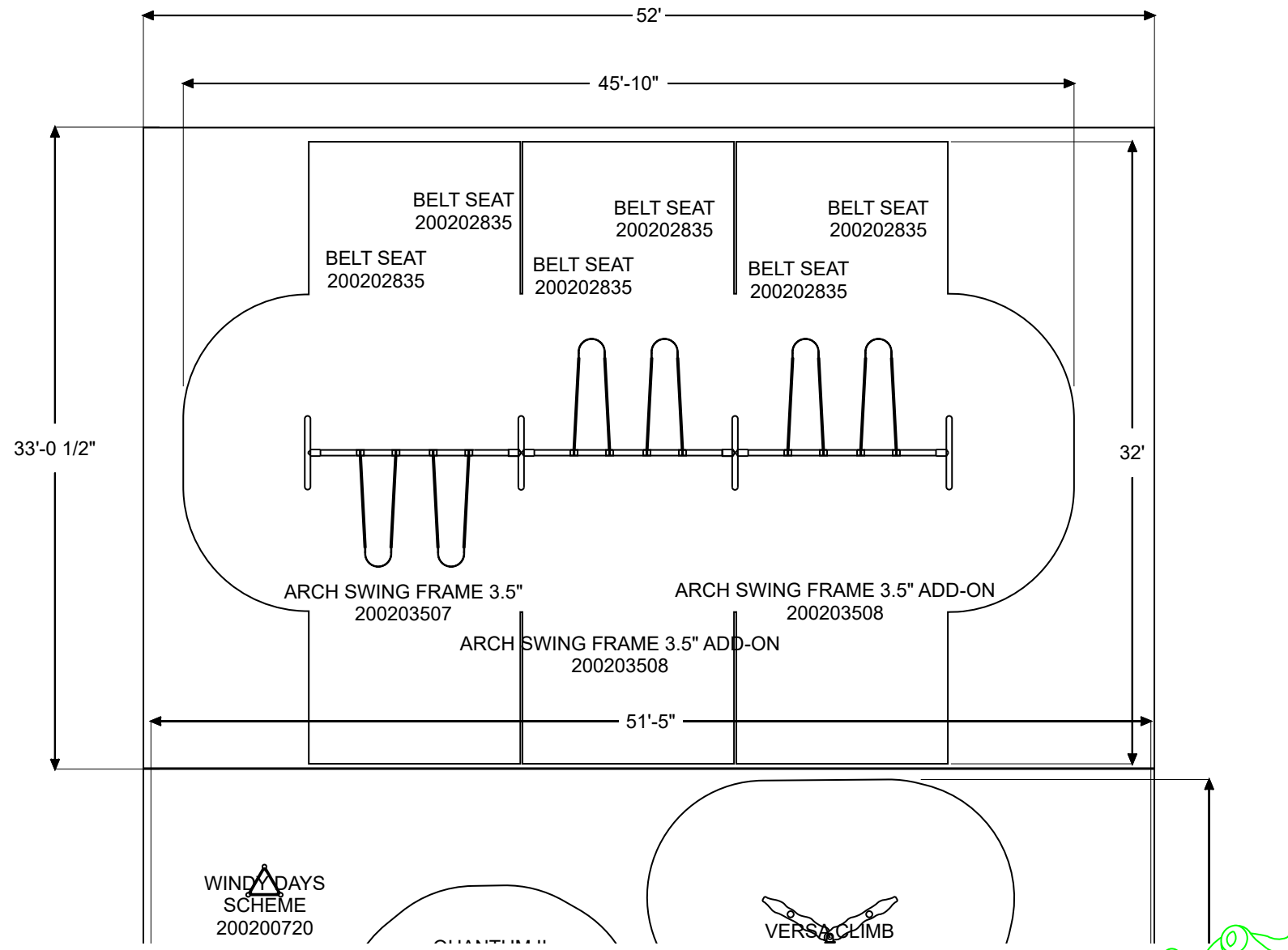
General Notes:

Age Group

2-5yrs 5-12 yrs 2-12yrs 13+ yrs

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All deck heights are measured from top of ground cover.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
8. Not all equipment may be appropriate for all children. Supervision is required.

AGE GROUP: 5-12
 ELEVATED PLAY ACTIVITIES - TOTAL: 17
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 10 REQ'D 9
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
 GROUND LEVEL ACTIVITY TYPE: 12 REQ'D 3
 GROUND LEVEL QUANTITY: 19 REQ'D 6



Project:
 New Playground Opt 3 Wallace Stegner
 West Valley, UT
 LTCPS rep:
 Mike Feidler
 Primary Park and Play LLC
 (801) 855-6213

Ground Space: 40'-0" x 78'-6"
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 878 East Highway 60
 Monett, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273

Playground Layout Compliance:

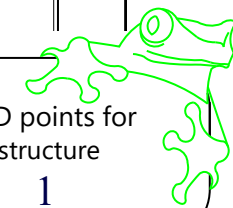
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This playground design meets the final Access Board Regulations.



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure
 1





SPECIFICATIONS – PLAYGROUND EQUIPMENT OPTION 3

PART 1 – GENERAL

- 1.1 Description: R0332220023 WALLACE STEGNER ACADEMY
- 1.2 Quality Assurance:
 - 1.2.1 Equipment and Design Qualifications:
 - 1.2.1.1 All playground equipment shall comply will all the requirements of CPSC, ASTM, ADA and will be IPEMA certified.
 - 1.2.1.2 All safety fall zones shall be determined in accordance with ASTM 1487-07 and CPSC Handbook for Public Playground Safety Publication number 325. All playground equipment designs shall be evaluated and signed off by a NPSI certified playground inspector.
- 1.3 Manufacturer Qualifications:
 - 1.3.1 The manufacturer of the playground equipment must carry a minimum of 5 million dollars of liability insurance with an AM best rating. The manufacturer of the playground equipment must have a minimum of 10 years experience in manufacturing commercial playground equipment.
- 1.4 Applicable Standards
 - 1.4.1 ASTM F1487-07
Standard consumer performance specification for playground equipment for public use.
 - 1.4.2 CPSC Handbook for Public Playground Safety, publication number 325.
 - 1.4.3 CSA Z614-20
 - 1.4.4 EN 1176-98 (if requested)
European Standard for Playground equipment
 - 1.4.5 All manufactured components must be IPEMA certified
International Playground Equipment Manufacturers Association.

PART 2 – PRODUCTS

2.1

Part Number	Description
100001127	KB LONG DK/DK PLATE 205MM/8"
100001132	KB LONG DK/DK PLATE 405MM/16"
100001134	KB DK/DK PLATE 203 MM/8"
200006946	BRIDGE 2440 MM/8' KB
200007049	PANEL SAFETY DKMT. KB
200007096	PANEL COUNTER KB
200007097	PANEL ADJUSTABLE COUNTER KB
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)

200013798	KB 136" GALV POST WITH CAP
200013810	KB 148" GALV POST WITH CAP
200013813	KB 4165/164" GALV POST WITH CAP
200013877	LADDER WAVY BEAM CHALL.2440 MM KB
200013892	RAIL SINGLE KB
200013924	LOOP ASSY SAFETY KB
200074145	GATOR WALK SCULPTURE
200079019	KB LEG LIFT BAR
200092591	STEPPING STONES F/KB
200095003	KB 1220MM STONE CLIMBER
200100284	BRIDGE ARCH 4' W/SAFETY RAILS KB
200102488	CLIMBER FAN 72"/1830mm F/KB
200109865	KBP SAFETY RAIL DKMT
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS
200200164	KB 1422MM SGL. WAVE SLIDE
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST
200200663	KB TELESCOPE PANEL (DKMT)
200200720	WEATHER STATION WINDY DAYS SCHEME
200201870	SOLO SPINNER
200202119	KB TRI-BRIDGE TDV
200202429	KB VERTICAL POD CLIMBER 64"
200202479	KB TILTED ROCK CHALLENGE WALL 72"
200202483	KB DECK SQUARE LARGE HOLE 11GA
200202485	KB DECK TRIANGLE LARGE HOLE 11GA
200202488	KB DECK 1/2 SQUARE LARGE HOLE 11GA
200202562	KB TRANS STAT 1220 SFTY RL 11GA
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN
200202886	NRG FREESTYLE HOOPLA TRAVERSE
200202887	NRG FREESTYLE SOLO POD
200202890	NRG FREESTYLE RING TREK
200202893	NRG FREESTYLE FLOATING POMMEL
200202899	NRG FREESTYLE VERSA-CLIMB
200202989	NRG FREESTYLE 2 UP HUB
200203205	KB BOINGO
200203304	KB 72" DOUBLE ENTRY QUANTUM II SLIDE
200203319	KB CYLINDER CLIMBER 64" W/WIRE ENCL
200203328	KB WAVE SLIDE 72" W/2014 HOOD
200203334	KB CRAZY STRAW CLIMB 64" W/WIRE ENCL
200203335	KB TIME WARP CLIMB
200203355	KB SLIDE POLE 36" W/WIRE ENCL
200203390	KB DBL WIDE SLIDE W/SLALOM HOOD (64")
200203507	ARCH SWING FRAME 3.5" SGL BAY
200203508	ARCH SWING FRAME 3.5" ADD-ON
200203576	ASSY PANEL MOUNT PLASIC STEER WHEEL
200203589	KB SILO SCRAMBLE W/SGL ENCLOSURE
200305597	14' LARGE CRATE (ASSY DOMESTIC)
787Z	RISK MANAGEMENT SIGN - ENGLISH
925603	LABEL P/C (5 TO 12 YRS) PPLT

925960 THUMB DRIVE 2GB - PPLT
926020 LITTLE TIKES CARD F/THUMB DRIVE
INSTALL INSTALL BOOK FOR PP ORDERS
BOOK

- 2.2 Manufacturer: PlayPower Operations, Monett, Missouri
- 2.3 General Equipment Specifications:
- 2.3.1 Plastic Caps shall fit snugly into 127 mm (5") and 33 mm (1.315") tube ends and shall be injection molded Low Density Polyethylene. This plastic shall be stabilized against ultraviolet (UV) degradation and shall have color molded in. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.
- 2.3.2 Aluminum Caps shall fit snugly into 127 mm (5") tube ends. The Aluminum cap shall be made from SAE 413 aluminum with a minimum wall thickness of 4 mm. Prior to insertion into the post, all caps shall be painted per PPLT PAINT Specification. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.
- 2.3.3 PPLT PAINT Specification: Primer shall be electrostatically applied and cured in an infrared oven. Paint shall be an electrostatically applied polyester TGIC (triglycidyl isocyanurate) powder coating which shall be cured at temperatures between 400 and 500 degrees Fahrenheit. The thickness of the combined primer/paint shall be between 5 mils and 11 mils. The polyester powder shall comply with ASTM standards: D-2794 (Impact Resistance Test), B-117 (Salt Spray Resistance Test), G26 (Weatherability Test), and D3359B (Adhesion Crosshatching Test).
- 2.3.4 PlayPower Operations ROTO Specification: Rotationally Molded Plastic Parts shall be molded from linear low density polyethylene with ultraviolet (UV) light stabilizers, anti-static guard (for Molding purposes) and color molded in. This material shall comply with ASTM-D-790 (Flex Modulus), ASTM -D-638 (Tensile Strength), ASTM-D-648 (Heat Deflection Temperature), ARM-STD (Low Temperature Impact) and rated UL 94.
- 2.3.5 PPLT PVC Specification: Textured Poly-Vinyl-Chloride coating shall be an average of 3 mm (.125") thick. Poly-vinyl-chloride coating shall be oven cured and textured for added traction when wet or dry.
- 2.3.6 Hardware: Bolts, Nuts, Screws, Threaded Spacers, Washers and Other Hardware used in the assembly of components shall be metric stainless steel and tamper resistant. All necessary hardware shall be provided.
- 2.3.7 Deck Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a 6 mm (.25")

radius rib formed in the top and bottom of the clamp for structural integrity. The clamp attachment bracket shall be formed from 11 gauge sheet steel and shall be welded securely to the clamp half. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.

2.3.8 Rail Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a minimum 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.

2.3.9 Wing and Panel Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. The clamp wing bracket shall be formed from 7 gauge sheet steel and shall be welded securely to the clamp half. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.

2.3.10 All Steel Tube Components shall comply with ASTM standards: A-500, Or A-513. The steel tube components contain five layers including an inside galvanized coating, high tensile strength cold formed steel, hot dipped pure zinc meeting ASTM B-6 applied at 3.5 tenths of an ounce per square foot, and a proprietary conversion and advanced polymer coatings. The components are freed of excess weld spatter and shall be cleaned in a multiple bath system which shall include a rust-inhibitive iron phosphate wash prior to painting. Exceptions: 127 mm (5") O.D. aluminum posts.

2.3.11 Brackets shall be fabricated from punched and formed 4.5 mm pre-galvanized sheet steel.

2.3.12 Gaskets shall be rubber injection molded from ultraviolet (U.V.) protected

synthetic rubber. Rubber gaskets shall provide an aesthetic seal around the wonder fastener and bracket.

2.3.13 Footing for 127 mm (5") diameter upright posts shall be 305 mm (12") diameter x 940 mm (37") depth. Galvanized steel posts shall be 127 mm (5") O.D., 11 gauge pre-galvanized round tubing. Minimum tensile strength shall be 330MPa (48,000 psi). Minimum yield point shall be 310MPa (45,000 psi). The bottom portion of all upright posts shall be crimped slightly

2.3.14 Component Specifications:

2.3.15.1 13 GAUGE GALVANIZED STEEL POST shall be 127 mm (5") O.D., 13 gauge pre-galvanized round tubing. Minimum tensile strength shall be 380MPa (55,000 psi). Minimum yield point shall be 345MPa (50,000 psi). Plastic caps shall fit into the end of the 127 mm (5") tube. After fabrication, all posts shall be painted per PPLT PAINT Specification.

2.3.15.2 ACCESSIBLE BRIDGE WITH SAFETY RAILS shall be fabricated from 33 mm (1.315") pre-galvanized steel tubing. Safety rails shall provide an enclosure, and shall have no gaps greater than 76 mm (3") and less than 254 mm (10"), especially between vertical rungs and posts. The vertical rungs of safety rails shall be flattened prior to welding to the horizontal top and bottom bar and shall be welded continuously around the entire perimeter. Safety Rails shall be painted per PPLT PAINT Specification. Bridges shall be fabricated from 11 gauge steel with 76 mm (3") formed sides. Bridge assemblies shall be vinyl dipped per PPLT PVC Specification.

2.3.15.3 ARCH BRIDGE WITH SAFETY RAILS shall be a minimum of 915 mm (36") wide. Arch Bridge shall be fabricated from precision punched 13 gauge steel with 76 mm (3") formed sides. Bridge assemblies shall be vinyl dipped per PPLT PVC Specification. Safety Rails vertical rungs shall be fabricated from 1" X 3/4" FSO pre-galvanized steel tubing. The horizontal rails shall be fabricated from 33 mm (1.315") pre-galvanized steel tubing. Safety rails shall provide an enclosure, and shall have no gaps greater than 80 mm (3.15") and less than 254 mm (10"), especially between vertical rungs and posts. Safety rails shall be painted per PPLT PAINT Specification.

2.3.15.4 ARCH SWING FRAME 3.5" legs shall be fabricated from 88.9mm (3.5") O.D. x 13 gauge pre-galvanized tubing welded to 88.9mm (3.5") schedule 40 (101.6mm (4") O.D.) pre-galvanized tubing. The top beam shall be fabricated from 88.9mm (3.5") O.D. x 13 gauge pre-galvanized tubing. The legs and top beam shall be painted per PPLT PAINT Specification. Anti-wrap swing hangers shall comprise

half hangers, half bushings and clevis. Half hangers shall be constructed of galvanized gray cast iron 45C with an oil impregnated sintered iron bushing. Male half hanger shall have a bronze grease zerck fitting. Bushing halves shall be constructed of black nylon PA type 6. Clevis shall be constructed of galvanized 60-40-18 ductile iron.

2.3.15.5 Boingo Drum shall be rotationally molded per PPLT ROTO Specification. Support ring shall be constructed from 19mm (3/4") thick high density polyethylene sheet. Support shall be constructed from 33mm (1.315") O.D. pre-galvanized steel tubing welded to 7ga. (4.5mm) thick plates and painted per PPLT PAINT Specification.

2.3.15.6 COLORED KICK PLATES AND DECK TO DECK ACTIVITY PLATES shall be fabricated from 13 gauge (2.3 mm) pre-galvanized sheet steel for the 8", 12", and 16", 24", 28", and 32" plain models. Models with slots or Parachutes (24", 28", 32") shall be fabricated from 11 gauge (3.0 mm) pre-galvanized sheet steel. After fabrication, deck to deck plates shall be painted per PPLT PAINT Specification. 8", 12" and 16" plates shall have fun faces laser cut into them. 24", 28" and 32" plates shall have grooves cut into them with optional slider "Parachute/shapes" fabricated from CNC Routed high density polyethylene sheet.

2.3.15.7 CYLINDER CLIMBERS W/ WIRE ENCLOSURES cylinders shall be rotationally molded per PPLT ROTO Specification and shall be bolted to a rigid back plate. The back plate for the cylinder climb shall be fabricated from 4.5mm (7 gauge) pre-galvanized sheet steel. Enclosures shall be fabricated from 33.4 mm (1.315") o.d. pre-galvanized steel tubing, 32 mm (1.25"), 25 mm (1") pre-galvanized steel square tubing, 5.7 mm (.224") galvanized steel wire mesh and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification.

2.3.15.8 DINOSAUR, TRICERATOPS (U.S. Patent D-394,693), FROG (U.S. Patent D-394,296), and GATOR WALK PLAYGROUND SCULPTURES shall be rotationally molded per PPLT ROTO Specification. The molded in graphics shall not be raised above the surface of the sculpture.

2.3.15.9 DOUBLE WIDE SLIDE WITH SLALOM HOOD shall be rotationally molded per PPLT ROTO Specification. Plastic double wide slide sides shall be 203 mm (8") high from the slide surface and slide bed way shall be designed with a 406 mm (16") minimum width. Double wide slide shall be a one-piece design with a center divider having no seams, joints or gaps. Slide end support shall be fabricated from 38 mm (1.5") square tubing. Mid support shall be

fabricated from 60.3 mm (2.37") O.D. tubing. All steel tubing shall be painted per PPLT PAINT Specification.

2.3.15.10 FAN CLIMBER shall be designed to incorporate a one-piece, all welded construction with rungs welded to side rails. The side rails shall be fabricated from 42.2 mm (1.66") O.D. pre-galvanized steel tubing and shall be arched with a center-to-center spacing of 496 mm (19.5"). The rungs shall be fabricated from 33.4 mm (1.315") O.D. pre-galvanized steel tubing and shall have a "U" shape design. Fan Climbers mount directly to safety loops on a deck. Safety Loops shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification.

2.3.15.11 Identification label shall be fabricated from aluminum sheet .016" (4 mm) thick and attached with aluminum pop rivets.

2.3.15.12 KB CRAZY STRAW CLIMBERS W/ WIRE ENCLOSURES shall be fabricated from 48.3 mm (1.90"), 42.2 mm (1.66") and 25.4 mm (1") o.d. pre-galvanized steel tubing. The climber shall be an all welded construction. Enclosures shall be fabricated from 33.4 mm (1.315") o.d. pre-galvanized steel tubing, 32 mm (1.25"), 25 mm (1") pre-galvanized steel square tubing, 5.7 mm (.224") galvanized steel wire mesh and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification.

2.3.15.13 KB SILO SCRAMBLE CLIMBER frame shall be fabricated from pre-galvanized 60.3 mm (2.375") O.D. 12-gauge steel tubing, pre-galvanized 33.4 mm (1.315") O.D. 11-gauge steel tubing, and mild steel blocks. Enclosures shall be fabricated per KB WIRE MESH PANELS specification. After fabrication, all metal shall be painted per PPLT PAINT Specification. Ropes shall be fabricated from rope consisting of six galvanized steel cables (2.5 mm O.D. each) twisted together and wrapped with 6mm of high strength polyester fiber. Enclosures and ropes shall be secured with SAE 841 Bronze bushings and other provided HARDWARE.

2.3.15.14 KB Telescope Panels shall be fabricated from a combination of 33.4 mm (1.312") O.D. pre-galvanized steel tubing, 19mm X 25.4mm obround pre-galvanized steel tubing, and laser cut plates fabricated from 3.0mm (11 gauge) pre-galvanized sheet steel. Telescopes shall be rotationally-molded per PPLT ROTO Specification. Panels shall be painted per PPLT PAINT Specification.

2.3.15.15 KB TIME WARP CLIMBERS side assys shall be fabricated from 42.2 mm (1.66"), 33.4 mm (1.315") and 25.4 mm (1") o.d. pre-galvanized steel tubing. Outer rings shall be fabricated from 42.2 mm (1.66") o.d. pre-galvanized steel tubing. Enclosures shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification. Steps shall be fabricated from 3 mm (11 gauge) pre-galvanized sheet steel and coated per PPLT PVC Specification.

2.3.15.16 KID BUILDERSâ„¢ PANELS, LIONS HEAD CRAWL TUNNEL (U.S. Patent D-381056), SEAT, COUNTER (U.S. Patent D-391615), ADJUSTABLE COUNTER, AND DOOR PANEL shall be rotationally molded per PPLT ROTO Specification. The molded in graphics shall not be raised above the surface of the panel.

2.3.15.17 LEG LIFT LOOP shall be fabricated from 33 mm (1.315") O.D., pregalvanized steel tube. Mounting tab shall be fabricated from 13 gauge pre-galvanized sheet steel. After fabrication, all parts to be painted per PPLT PAINT Specification.

2.3.15.18 NRG FREESTYLE FLOATING STONES Overhead main beam is to be manufactured from 60.3 (2.375") O.D. pre-galvanized steel tubing and 4.554mm (.179") pre-galvanized steel sheet. Vertical posts shall be fabricated from 42.2 mm (1.66") x 11 gauge pre-galvanized steel tubing. Plates shall be fabricated from 3 mm (.12") sheet steel. Pods shall be fabricated from E.P.D.M. 50 duro rubber with a steel insert molded inside. All exposed steel shall be coated per PPLT PAINT specification.

2.3.15.19 NRG FREESTYLE HOOPLA ALLEY TRAVERSE Overhead main beam is to be manufactured from 60.3 (2.375") O.D. pre-galvanized steel tubing and 4.554mm (.179") pre-galvanized steel sheet. Steel connectors shall be fabricated 11 gauge pre-galvanized sheet steel plates. All chain connections shall be 4/0 galvanized chain. All exposed steel shall be coated per PPLT PAINT specification. All Rotational molded plastic shall be molded per PPLT ROTO specification.

2.3.15.20 NRG FREESTYLE RING TREK Overhead main beam is to be manufactured from 60.3 (2.375") O.D. pre-galvanized steel tubing and 4.554mm (.179") pre-galvanized steel sheet. Ring Trek handles shall be cast in alloy 319 aluminum of the Aluminum-Zinc-Magnesium type and comply to ASTM SC64d, UNS-AO3191, QQA-371e, and QQA-596d standards.

2.3.15.21 NRG FREESTYLE SOLO PODS shall be fabricated from 60.3 (2.375"), 73 mm (2.875") (6 gauge) and 33.4 mm (1 5/16") O.D.

pre-galvanized steel tubing and 4.554mm (.179") and 3 mm (.12") pre-galvanized steel sheet. All exposed steel shall be coated per PPLT PAINT specification. All Rotational molded plastic shall be molded per PPLT ROTO specification.

2.3.15.22 NRG FREESTYLE VERSA CLIMB SPOKE shall be molded per PPLT ROTO Specification. The hand grips shall be molded from a plastic resin. The steel supports are fabricated from pre-galvanized 88.9 mm (3.5") diameter steel tubing. The steel end caps are fabricated from 11 gauge sheet steel, and shall be painted per PPLT PAINT Specification.

2.3.15.23 QUANTUM II SLIDE SECTIONS shall be rotationally molded per PPLT ROTO Specification and bolt together to form a single bed way slide. Slide end support shall be fabricated from 38 mm (1.5") square tubing and 4.5mm (7 gauge) pre-galvanized sheet steel. Mid support shall be fabricated from 42 mm (1.66") O.D. tubing. All steel components shall be painted per PPLT PAINT Specification.

2.3.15.24 SAFETY PANELS shall provide a non-climbable enclosure. The panel shall be rotationally molded per PPLT ROTO Specification. Panel mounts to post with KB Panel clamps (See KB General Spec 10). Brackets for mounting panel to deck shall be fabricated from 11 gauge pre-galvanized sheet steel. After fabrication, all steel components shall be painted per PPLT PAINT Specification.

2.3.15.25 SAFETY RAIL shall be fabricated from a combination of 33.4 mm (1.312") O.D. pre-galvanized steel tubing and 3/4" X 1" FSO pre-galvanized steel tubing. Side plates shall be fabricated from 3 mm (11 gauge) pre-galvanized sheet steel. Deck mounted safety rails shall have a bottom plate fabricated from 3 mm (11 gauge) pre-galvanized sheet steel. The Safety Rails provide a non-climbable enclosure and shall have no gaps greater than 76 mm (3") and less than 254 mm (10"), especially between vertical rungs and posts. After assembly, panel shall be painted per PPLT PAINT Specification.

2.3.15.26 SLIDING POLE W/WIRE ENCLOSURE shall be fabricated from 42.2 mm (1.66") O.D. pre-galvanized steel pipe. Enclosures shall be fabricated from 33.4 mm (1.315") o.d. pre-galvanized steel tubing, 32 mm (1.25"), 25 mm (1") pre-galvanized steel square tubing, 5.7 mm (.224") galvanized steel wire mesh and 3 mm (11 gauge) pre-galvanized sheet steel. Also available in post mount. After fabrication all components shall be painted per PPLT PAINT Specification.

2.3.15.27 SOLO SPINNER consists of an assembled post weldment, standoff weldment, & foot weldment along with a cast hub, machined spindle, bearings, and associated hardware. Post weldment shall be constructed from 89mm (3.5") x 11 ga. pre-galvanized tubing with 9.5mm (.375") plate. After fabrication all steel parts shall be painted per PPLT PAINT Specification. Seat shall be rotationally molded per PPLT ROTO Specification.

2.3.15.28 SQUARE VINYL CLAD METAL DECK shall cover a minimum of 1.46 square meters (2,275 square inches) of top surface area, be a one-piece construction and be designed to maintain a full 1.2 m (48") on center post spacing. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge plates. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks to be assembled at the same level providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.

2.3.15.29 Standard Belt Swing Seats shall be heavy duty construction, fabricated from 70 durometer EPDM rubber with a tempered steel insert molded inside, rendering them slash proof.

2.3.15.30 STEPPING STONES shall be rotationally molded per PPLT ROTO Specification and mounted on 60 mm (2.375") O.D. pre-galvanized support posts painted per PPLT PAINT Specification after fabrication.

2.3.15.31 TILTED ROCK CHALLENGE WALL shall be constructed of high density polyethylene sheets. The hand grips shall be molded from a plastic resin. The steel wall and feet supports are fabricated from pre-galvanized 42.2 mm (1.625") diameter steel tubing welded with 11 gauge pre-galvanized steel brackets. Safety Loops shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all parts except wall boards and hand grips shall be painted per PPLT PAINT Specification.

2.3.15.32 TRANSFER STATION WITH SAFETY RAIL shall consist of two triangular decks and step assemblies for the handrails. Each triangular deck shall be fabricated from 11 gauge sheet steel, covering .37 square meters (575 square inches) and have three 25 x 152 mm (1" x 6") hand slots incorporated into the deck surface for aid in user transition. The step assemblies provide access from the transfer decks to a 915 mm (36"), 1016 mm (40"), 1220 mm (48"), 1422 mm (56"), 1625 mm (64") deck height. Each step shall have a tread depth of 406 mm (16") and a tread width of 953 mm (37.5"),

with each rise 203 mm (8") or less. Each step assembly shall have an all welded construction from 13 gauge sheet steel. Each step assembly and Transfer Deck shall be coated per PPLT PVC Specification. Transfer Station Safety Rails shall be fabricated from 33 mm (1.315") O.D., pre-galvanized, 11 gauge tubing and 3/4" X 1" FSO pre-galvanized tubing. Safety rails shall provide an enclosure and shall have no gaps greater than 80 mm (3.15") and less than 254 mm (10"), especially between vertical rungs and posts. Transfer Station loops shall be fabricated from 42.2 mm (1.66") O.D., pre-galvanized, 11 gauge tubing. All welded handrail assemblies shall be painted per PPLT PAINT Specification.

2.3.15.33 TRI BRIDGE shall be manufactured from 3 mm (11 gauge) sheet steel with 3 mm (11 gauge) steel sides and end supports. TRI BRIDGE shall be dipped per PPLT PVC Specification. Tri Bridge handrails shall be fabricated from 33.4 mm (1.315") O.D. pre-galvanized steel tubing with vertical rails welded to the top and bottom rail. Vertical rails shall be fabricated from 25 mm (1") O.D., 1" X 3/4" FSO pre-galvanized steel tubing and 3 mm (11 gauge) sheet steel end plates. After assembly hand rails shall be painted per PPLT PAINT Specification.

2.3.15.34 TRIANGULAR VINYL CLAD METAL DECK shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge plates. Each triangular deck shall cover a minimum of 0.63 square meters (985 square inches) of top surface area, be a one-piece construction and be designed to maintain a full 1.2 m (48") on center post spacing. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks at the same level to be assembled providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.

2.3.15.35 TURNING BAR, CHINNING BAR, AND SINGLE RAIL shall be fabricated from 33 mm (1.315") O.D. galvanized steel pipe and shall be painted per PPLT PAINT Specification.

2.3.15.36 VERTICAL POD CLIMBERS shall be fabricated from 42.2 mm (1.66") x 11 gauge pre-galvanized steel tubing. Plates shall be fabricated from 3 mm (.12") sheet steel. Pods shall be fabricated from E.P.D.M. 50 duro rubber with a steel insert molded inside. Enclosures shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all steel parts shall be painted per PPLT PAINT Specification.

2.3.15.37 VINYL CLAD HALF DECK shall cover a minimum of .73 square meters (1,138 square inches) of top surface area and be a one-piece construction. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge corner plates. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks to be assembled at the same level providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.

2.3.15.38 WAVE SLIDE WITH HOOD shall be rotationally molded per PPLT ROTO Specification. Plastic slide side rails shall be a minimum of 203 mm (8") high from the slide surface and slide bed way shall be designed with a 406 mm (16") minimum width. Slide bed shall be one-piece with no seams or joints. Slide end support shall be fabricated from 38 mm (1.5") square tubing. Mid support shall be fabricated from 60.3 mm (2.37") O.D. tubing. All steel components shall be painted per PPLT PAINT Specification.

2.3.15.39 WAVY CHALLENGE LADDER shall have rungs welded to side rails. The wavy challenge ladder shall be designed to work between posts on 1.2 m (48") centers for the width and on 2.4 m (8') centers for the length. The side rails shall be fabricated from 60 mm (2.375") O.D. pre-galvanized steel tubing. The rungs shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing. The wavy challenge ladder shall be painted per PPLT PAINT Specification.

2.3.15.40 WEATHER STATION shall be fabricated from 60.3 mm (2.375") O.D. pre-galvanized steel tubing with 3 mm (11 gauge) sheet steel attachment brackets and 3 mm (11 gauge) sheet steel bottom plates. Assembly shall contain three specific weather activity panels assembled from various thickness of compression molded polyethylene and polycarbonate routed with various weather activities. Prior to assembly, posts shall be painted per PPLT PAINT Specification.



WARRANTY

Little Tikes Commercial Brand warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by PPLT Farmington, Inc. (PlayPower Little Tikes Commercial) carry only the following warranties:

- LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, stainless steel hardware, cast aluminum parts, and KidBuilder® steel clamps.
- LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
- LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames, Naturtek™ products, Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- LIMITED EIGHT (8) YEAR WARRANTY:**
 - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
 - LandSoft Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
 - Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
- LIMITED FIVE (5) YEAR WARRANTY:**
 - Clever Climbers™ products, including, but not limited to polyethylene slides, enclosures, main structure, decks, and plastic components.
 - PVC coating and PE coating against cracking or peeling.
 - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
 - GFRP (Glass Fiber Reinforced Polymer) Products.
 - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).
- LIMITED THREE (3) YEAR WARRANTY:** KidTiles®, Playground Sculptures, products flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
- LIMITED ONE (1) YEAR WARRANTY:**
 - Learning Lab Sensory Tables and Tot Tree plastic components.
 - Belt Swing Seats, and Bucket Tot Swing Seats.
 - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyer shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Little Tikes Commercial's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Little Tikes Commercial's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferrable.

Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions.

Warranties specifically do not cover Little Tikes Commercial products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Little Tikes Commercial parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Little Tikes Commercial does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.



IPEMA ASTM F1292-18 (SECTION 4.2) AND/OR ASTM F3351-19 CERTIFICATE OF COMPLIANCE

ISSUE DATE: February 25, 2022

Requested By: Michael Feidler

Project: Wallace Stegner Academy

In the interest of public playground safety, IPEMA provides a third party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to ASTM F1292-18 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment Standard, Section 4.2, Performance Criterion and/or ASTM F3351-19 Standard Test Method for Playground Surface Impact Testing in Laboratory at Specified Test Height.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-18, Section 4.2 and/or ASTM F3351-19.

The validation is made by testing at the specified fall height rating requested by the manufacturer, based upon its experience and knowledge of its products, instead of the "critical fall height" used in ASTM F1292-18. TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-18 (Section 4.2) and/or ASTM F3351-19 has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
SWSPS1	PlaySoft	PlaySoft	12" / 12'	Pioneer Wholesale Supply



IPEMA ASTM F2075-15 CERTIFICATE OF COMPLIANCE

ISSUE DATE: February 25, 2022

Requested By: Michael Feidler

Project: Wallace Stegner Academy

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F2075-15 Standard Specification For Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F2075-15.

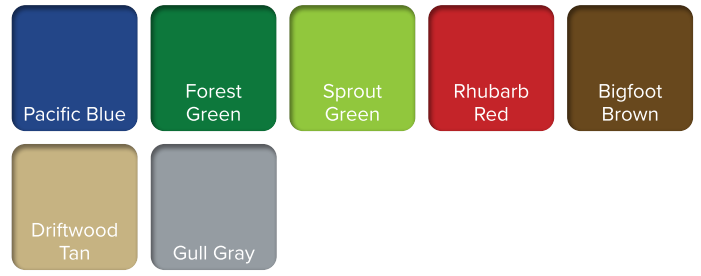
MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
SWSPS1	PlaySoft	PlaySoft	12" / 12'	Pioneer Wholesale Supply

METALUXE™ Signature Powder-coat Colors

Our exclusive collection of metallic powder-coat colors provide a finish that speaks to luxury and brilliance. These highly durable, grime resistant coatings bring a touch of shimmer to your playscape.



PLAY-TUFF™ Coating Colors



Powder-coat Colors



Roto-molded Plastic Colors



Solid HDPE Colors

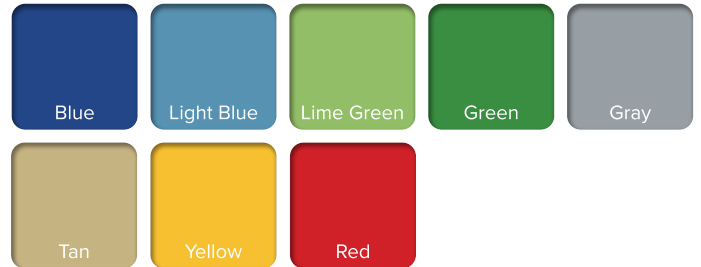
Layered HDPE Colors



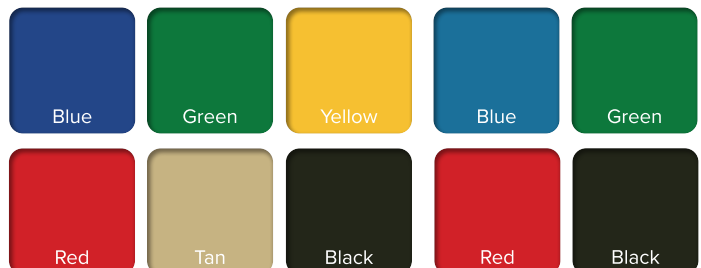
Thermoplastic Coating Colors



Shade Canopy Fabric Colors



Swing Seat Colors



PLAY-CORD™ Cable Colors



PlayPower

Wallace Stegner Academy West Valley Option 5





Play Power LT Farmington, Inc

Company Description & Qualifications

General Information:

Manufacturing Firm: Play Power LT Farmington, Inc.
Corporation Address: 878 E Highway 60
Monett, Missouri 65708
Phone: (800) 325-8828

Accts Payable Submit to: Play Power LT Farmington, Inc
PO Box 734155
Dallas, TX 75373-4155

Business: Play Power LT Farmington, Inc.
(Under current name since June 2004)
Previously know as: Little Tikes Commercial, Inc.
Iron Mountain Forge, now PlayPower LT started operations in 1979.

President: Bryan Yeazel
Regional Sales Manager: Greg Sippel

Purchasing Associations: SourceWell (formerly NJPA), NASPO
Utah State Contract MA2568

Principal Agent: Michael Feidler - Primary Park and Play, LLC
Area: Utah and Southern Idaho
Phone: (801) 855-6213
Email: mike@primaryparkandplay.com

Qualifications:

PlayPower LT Farmington, Inc. is a division of Play Power, Inc. a publicly held company. Primary Park and Play, LLC is the sole distributor of Play Power LT Farmington, Inc (formerly know as Little Tikes Commercial, Inc.) in Utah and Southern Idaho.

Playground equipment and fall surfacing IPEMA Certified



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

QUOTE: R0332220031
CUSTOMER: 6006
Project: LP894_44629482720_01

Bill To:

Adam Gerlach
Wallace Stagner Academy
980 Bending River Rd W
Salt Lake City, UT 84104
801-8675882 (phone)
agerlach@wsacharter.org

Project Name & Location:

Attn: Wallace Stagner Academy
West Valley
2671 Stegner Way
West Valley City, UT 84120

Prepared by:

Primary Park and Play, LLC
216 W Cooper Ave
Saratoga Springs, UT 84045
(801) 855-6213 (phone)
mike@primaryparkandplay.com

Ship To Address:

Adam Gerlach
Wallace Stagner Academy
2671 Stegner Way
West Valley City, UT 84120
801-867-5882 (phone)
agerlach@wsacharter.org

End User:

Adam Gerlach
Wallace Stagner Academy
2671 Stegner Way
West Valley City, UT 84120
801-867-5882 (phone)
agerlach@wsacharter.org

Quote Number: R0332220031
Quote Date: 3/9/2022
Valid For: 30 Days From Quote Date

Large NuEdge Tower and Swings Playground OPTION 5

Product line: KidBuilders
Age group: 5-12

Global defaults

3.5 ARCH SWING COLOR	LIME
Aluminum Steering Wheel	RED
Belt Swing Seat Color	Black
Cylinder Color Large	FOREST GREEN
Cylinder Color Medium	LIME
Cylinder Color Small	GRAYSTONE
Entry Slide Color	LIGHT GRAY
Exit Slide Color	LIGHT GRAY
Hang Out Plastic Color	FOREST GREEN
Infinity 1 Plastic Clr	LIME
InfinityWing Blnk PI Clr	LIGHT GRAY
InfinityWing Foot PI Clr	LIME
KB Accent Color	FOREST GREEN
KB Pnl/Crwl Tunnel Clr	GRAY
KB Slide/Float Stone Clr	LIGHT GRAY
KB Steel Roof Clr	FOREST GREEN
KB Vinyl color	Gray
KB/Jeep Ground Cover	Buried
Kid Builder Post Color	LIME
Plastic Steering Wheel	FOREST GREEN
Section 1 Slide Color	LIGHT GRAY
Section 1 Slide Direction	Left Turn Slide Section
Section 2 Slide Color	LIGHT GRAY

Section 2 Slide Direction
 Section 3 Slide Color
 Section 3 Slide Direction
 Us/Csa Labels For Swings

Straight Slide Section
 LIGHT GRAY
 Straight Slide Section
 US Swing Label

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100001127	KB LONG DK/DK PLATE 205MM/8"	1	25.00	0.38	190.00	190.00
100001134	KB DK/DK PLATE 203 MM/8"	3	16.00	0.22	182.00	546.00
200006961	BRIDGE ARCH W/SAFETY RAILS KB	1	403.00	53.86	3,021.00	3,021.00
200006992	KB SLIDE POLE 1220 MM/48"	1	62.00	14.70	940.00	940.00
200007000	CLIMBER LOOP 915 MM/36" KB	1	112.00	41.31	1,079.00	1,079.00
200007018	PANEL LADDER 610/MM 24" W/SAFETY LOOP K	1	86.00	7.89	1,067.00	1,067.00
200007024	PANEL LADDER610/24"W/HAND LOOPS BD KB	1	65.00	7.76	715.00	715.00
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36	0.00	0.00
200013801	KB 176" GALV POST WITH CAP	5	77.00	3.80	507.00	2,535.00
200013892	RAIL SINGLE KB	1	11.00	0.26	211.00	211.00
200014917	LADDER RUNG 610 MM W/HAND LOOPS KB	1	45.00	4.96	693.00	693.00
200069056	KB 186"/4725MM GALV POST W/CAP	4	81.00	4.00	537.00	2,148.00
200069058	KB 213"/5410MM GALV POST W/CAP	6	93.00	4.60	623.00	3,738.00
200069823	KBP HEX ROOF (2001)	1	196.00	9.42	3,919.00	3,919.00
200071738	KBP STEEL SQ. ROOF (2001)	2	145.00	7.05	2,378.00	4,756.00
200079019	KB LEG LIFT BAR	1	6.00	0.22	255.00	255.00
200098030	KB CATWALK	1	362.00	59.51	3,556.00	3,556.00
200114727	KBP SAFETY RAIL W/WHEEL MOUNT DKMT(2001	1	51.00	4.00	667.00	667.00
200125581	STEPS DECK/DECK 1016 MM W/SFTY RAILS KB	1	320.00	53.40	2,276.00	2,276.00
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	10.00	0.00	0.00	0.00
200200663	KB TELESCOPE PANEL (DKMT)	1	60.00	4.00	1,498.00	1,498.00
200200690	KB 48" GRND TO DK INFINITY WING CLIMBER	1	109.00	25.00	2,100.00	2,100.00
200200785	KB MONKEY LEANOUT SEAT PANEL	1	160.00	31.00	1,931.00	1,931.00
200202105	KB 96" HYPERSONIC SLIDE	1	255.00	80.00	3,572.00	3,572.00
200202122	KB INFNTY HI-CLMB 64"(1625 MM)	1	230.00	130.00	2,891.00	2,891.00
200202304	KB HANG OUT	1	30.00	3.30	1,055.00	1,055.00
200202422	KB SILO CLIMBER 2030(80")	1	190.00	82.00	2,047.00	2,047.00
200202483	KB DECK SQUARE LARGE HOLE 11GA	1	116.00	9.86	1,206.00	1,206.00
200202485	KB DECK TRIANGLE LARGE HOLE 11GA	3	59.00	7.25	868.00	2,604.00
200202488	KB DECK 1/2 SQUARE LARGE HOLE 11GA	2	66.00	7.55	741.00	1,482.00
200202496	KB DECK HALF HEX LARGE HOLE 11GA	1	165.00	15.00	2,005.00	2,005.00
200202562	KB TRANS STAT 1220 SFTY RL 11GA	1	378.00	30.58	3,773.00	3,773.00
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	6	18.00	0.50	143.00	858.00
200203205	KB BOINGO	1	15.00	2.00	354.00	354.00
200203267	KB 72" QUANTUM II SLIDE	1	185.00	36.00	4,534.00	4,534.00
200203318	KB CYLINDER CLIMBER 64"	1	175.00	12.00	2,621.00	2,621.00
200203432	KB NU-EDGE X TOWER W/MORPHOUS	1	2,300.00	800.00	46,022.00	46,022.00
				0		
200203507	ARCH SWING FRAME 3.5" SGL BAY	1	260.00	3.50	1,964.48	1,964.48
200203508	ARCH SWING FRAME 3.5" ADD-ON	2	200.00	1.75	1,307.04	2,614.08
200203574	ASSY POST MT.PLAS.STEER.WHL.	1	3.00	1.30	280.00	280.00
200203575	ASSY RAIL MT.ALUM.STEER.WHL.	1	3.00	1.30	281.00	281.00

RiskSign_Included

Product line: Park Service
 Age group:

Global defaults

RISK MGNT SIGN CLR

LIME

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	10.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	2	0.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5	385.00	0.00	0.00	0.00
925603	LABEL P/C (5 TO 12 YRS) PPLT	4	1.00	0.00	6.45	25.80
925960	THUMB DRIVE 2GB - PPLT	1	0.00	0.00	0.00	0.00
926020	LITTLE TIKES CARD F/THUMB DRIVE	1	0.00	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
EFW	Engineered Wood Fiber Per a Cubic Yard / IPEMA Certified per cubic yard enough for play area 4230 sf at 12" depth in Nu-Edge Tower with 3 bay swing play area 90x47	211	0.00	0.00	67.00	14,137.00

Totals:

Equipment Weight:	10,742.00 lbs
Equipment Volume:	1,655.58 ft ³
Equipment List:	\$118,030.36
Discount Amount:	-\$47,212.14
Products Subtotal:	\$70,818.22
Products by Other:	\$14,137.00
Installation:	\$33,330.00
Estimated Sales Tax*:	\$0.00
Freight:	\$4,783.02 Code: 88841
Grand Total:	\$123,068.24

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.
 Remit Purchase Orders by email to:
mike@primaryparkandplay.com
 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:

Option 5 Nu-Edge tower with 3 Bay swing set. Play Equipment, installation, wood fiber fall surfacing and freight only. Playground pit with drainage, filter fabric and concrete curb **not included**.

Priced at better than contract pricing and available for purchase through state contract, NASPO ValuePoint Master Contract # 6485: Parks and Recreation Equipment and Related Services, State of UT Addendum MA2568

This playground contains 15.86% recycled content
This playground qualifies for 1 LEED point(s)

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.

OPTION 5



Project:
Wallace Stgner West Valley
West Valley, UT
LTCPS rep:
Mike Feidler
Primary Park and Play LLC
(801) 855-6213

Ground Space: 69'-6" x 37'-0"
Protective Area: 89'-6" x 46'-0"

Drawn by: Mike Feidler
Date: 3/9/2022
DWG Name: LP894_44629482720

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

Playground Layout Compliance:

- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

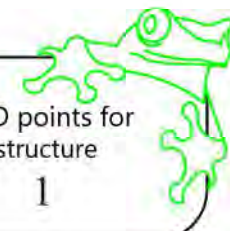
- This playground design meets the final Access Board Regulations.



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure

1



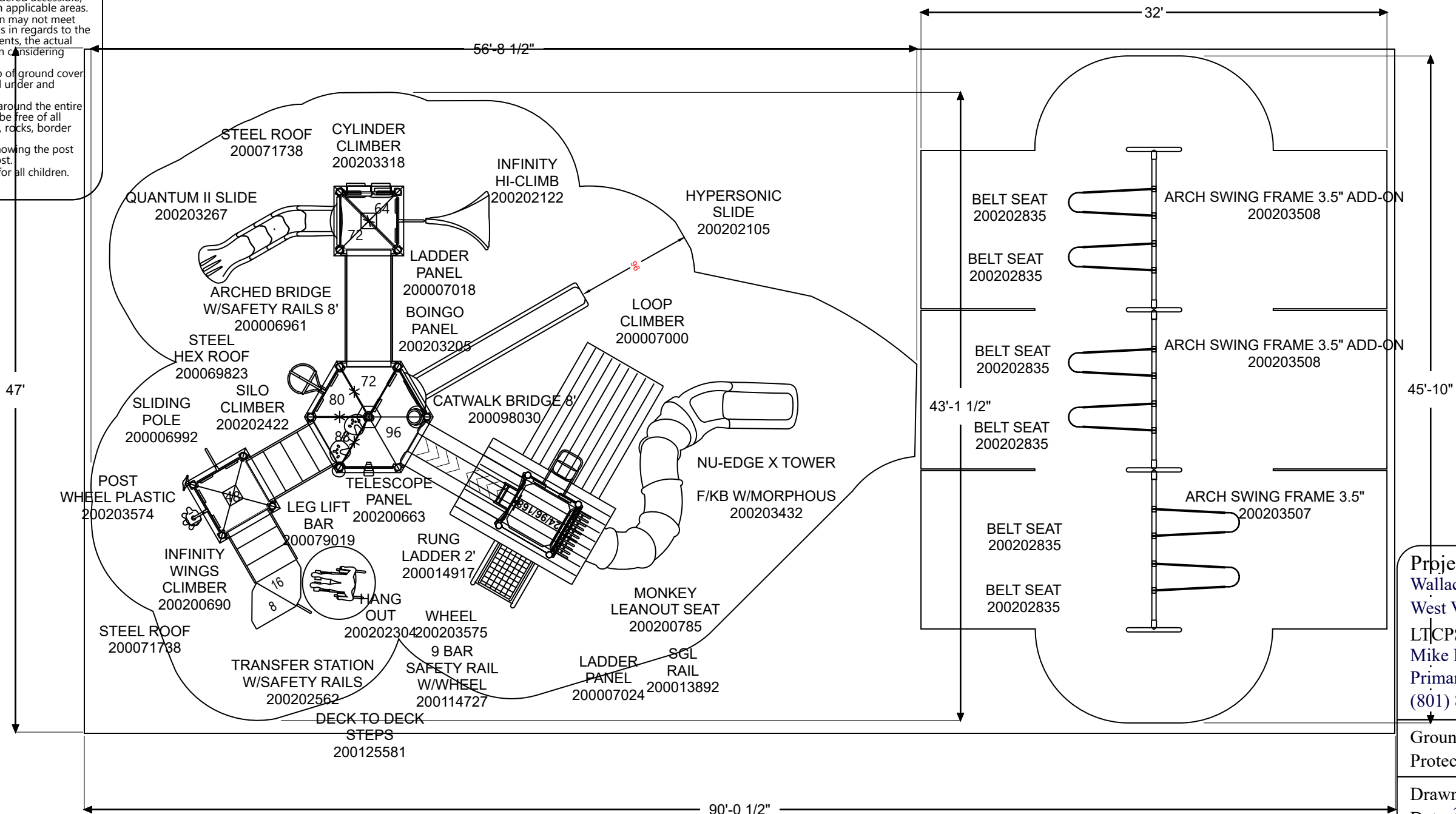
AGE GROUP: 5-12
 ELEVATED PLAY ACTIVITIES - TOTAL: 12
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 10 REQ'D 6
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
 GROUND LEVEL ACTIVITY TYPE: 5 REQ'D 3
 GROUND LEVEL QUANTITY: 10 REQ'D 4

General Notes:

Age Group

2-5yrs 5-12 yrs 2-12yrs 13+ yrs

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All deck heights are measured from top of ground cover.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
8. Not all equipment may be appropriate for all children. Supervision is required.



Project:
 Wallace Stgner West Valley
 West Valley, UT
 LTCPS rep:
 Mike Feidler
 Primary Park and Play LLC
 (801) 855-6213

Ground Space: 69'-6" x 37'-0"
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- This playground design meets the final Access Board Regulations.



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LEED points for this structure
 1



SPECIFICATIONS – PLAYGROUND – OPT. 5 NU-EDGE TOWER/SWINGS

PART 1 – GENERAL

- 1.1 Description: R0332220031 Wallace Stegner Academy West Valley
- 1.2 Quality Assurance:
 - 1.2.1 Equipment and Design Qualifications:
 - 1.2.1.1 All playground equipment shall comply will all the requirements of CPSC, ASTM, ADA and will be IPEMA certified.
 - 1.2.1.2 All safety fall zones shall be determined in accordance with ASTM 1487-07 and CPSC Handbook for Public Playground Safety Publication number 325. All playground equipment designs shall be evaluated and signed off by a NPSI certified playground inspector.
- 1.3 Manufacturer Qualifications:
 - 1.3.1 The manufacturer of the playground equipment must carry a minimum of 5 million dollars of liability insurance with an AM best rating. The manufacturer of the playground equipment must have a minimum of 10 years experience in manufacturing commercial playground equipment.
- 1.4 Applicable Standards
 - 1.4.1 ASTM F1487-07
Standard consumer performance specification for playground equipment for public use.
 - 1.4.2 CPSC Handbook for Public Playground Safety, publication number 325.
 - 1.4.3 CSA Z614-20
 - 1.4.4 EN 1176-98 (if requested)
European Standard for Playground equipment
 - 1.4.5 All manufactured components must be IPEMA certified
International Playground Equipment Manufacturers Association.

PART 2 – PRODUCTS

2.1	
Part Number	Description
100001127	KB LONG DK/DK PLATE 205MM/8"
100001134	KB DK/DK PLATE 203 MM/8"
200006961	BRIDGE ARCH W/SAFETY RAILS KB
200006992	KB SLIDE POLE 1220 MM/48"
200007000	CLIMBER LOOP 915 MM/36" KB
200007018	PANEL LADDER 610/MM 24" W/SAFETY LOOP K
200007024	PANEL LADDER610/24"W/HAND LOOPS BD KB
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)

200013801	KB 176" GALV POST WITH CAP
200013892	RAIL SINGLE KB
200014917	LADDER RUNG 610 MM W/HAND LOOPS KB
200069056	KB 186"/4725MM GALV POST W/CAP
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200071738	KBP STEEL SQ. ROOF (2001)
200079019	KB LEG LIFT BAR
200098030	KB CATWALK
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS
200114727	KBP SAFETY RAIL W/WHEEL MOUNT DKMT(2001
200125581	STEPS DECK/DECK 1016 MM W/SFTY RAILS KB
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST
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200202304	KB HANG OUT
200202422	KB SILO CLIMBER 2030(80")
200202483	KB DECK SQUARE LARGE HOLE 11GA
200202485	KB DECK TRIANGLE LARGE HOLE 11GA
200202488	KB DECK 1/2 SQUARE LARGE HOLE 11GA
200202496	KB DECK HALF HEX LARGE HOLE 11GA
200202562	KB TRANS STAT 1220 SFTY RL 11GA
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN
200203205	KB BOINGO
200203267	KB 72" QUANTUM II SLIDE
200203318	KB CYLINDER CLIMBER 64"
200203432	KB NU-EDGE X TOWER W/MORPHOUS
200203507	ARCH SWING FRAME 3.5" SGL BAY
200203508	ARCH SWING FRAME 3.5" ADD-ON
200203574	ASSY POST MT.PLAS.STEER.WHL.
200203575	ASSY RAIL MT.ALUM.STEER.WHL.
200305597	14' LARGE CRATE (ASSY DOMESTIC)
787Z	RISK MANAGEMENT SIGN - ENGLISH
925603	LABEL P/C (5 TO 12 YRS) PPLT
925960	THUMB DRIVE 2GB - PPLT
926020	LITTLE TIKES CARD F/THUMB DRIVE
INSTALL	INSTALL BOOK FOR PP ORDERS
BOOK	

2.2 Manufacturer: PlayPower Operations, Monett, Missouri

2.3 General Equipment Specifications:

2.3.1 Plastic Caps shall fit snugly into 127 mm (5") and 33 mm (1.315") tube ends and shall be injection molded Low Density Polyethylene. This plastic shall be stabilized against ultraviolet (UV) degradation and shall have

color molded in. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.

- 2.3.2 Aluminum Caps shall fit snugly into 127 mm (5") tube ends. The Aluminum cap shall be made from SAE 413 aluminum with a minimum wall thickness of 4 mm. Prior to insertion into the post, all caps shall be painted per PPLT PAINT Specification. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.
- 2.3.3 PPLT PAINT Specification: Primer shall be electrostatically applied and cured in an infrared oven. Paint shall be an electrostatically applied polyester TGIC (triglycidyl isocyanurate) powder coating which shall be cured at temperatures between 400 and 500 degrees Fahrenheit. The thickness of the combined primer/paint shall be between 5 mils and 11 mils. The polyester powder shall comply with ASTM standards: D-2794 (Impact Resistance Test), B-117 (Salt Spray Resistance Test), G26 (Weatherability Test), and D3359B (Adhesion Crosshatching Test).
- 2.3.4 PlayPower Operations ROTO Specification: Rotationally Molded Plastic Parts shall be molded from linear low density polyethylene with ultraviolet (UV) light stabilizers, anti-static guard (for Molding purposes) and color molded in. This material shall comply with ASTM-D-790 (Flex Modulus), ASTM -D-638 (Tensile Strength), ASTM-D-648 (Heat Deflection Temperature), ARM-STD (Low Temperature Impact) and rated UL 94.
- 2.3.5 PPLT PVC Specification: Textured Poly-Vinyl-Chloride coating shall be an average of 3 mm (.125") thick. Poly-vinyl-chloride coating shall be oven cured and textured for added traction when wet or dry.
- 2.3.6 Hardware: Bolts, Nuts, Screws, Threaded Spacers, Washers and Other Hardware used in the assembly of components shall be metric stainless steel and tamper resistant. All necessary hardware shall be provided.
- 2.3.7 Deck Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. The clamp attachment bracket shall be formed from 11 gauge sheet steel and shall be welded securely to the clamp half. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.

- 2.3.8 Rail Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a minimum 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.
- 2.3.9 Wing and Panel Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. The clamp wing bracket shall be formed from 7 gauge sheet steel and shall be welded securely to the clamp half. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.
- 2.3.10 All Steel Tube Components shall comply with ASTM standards: A-500, Or A-513. The steel tube components contain five layers including an inside galvanized coating, high tensile strength cold formed steel, hot dipped pure zinc meeting ASTM B-6 applied at 3.5 tenths of an ounce per square foot, and a proprietary conversion and advanced polymer coatings. The components are freed of excess weld spatter and shall be cleaned in a multiple bath system which shall include a rust-inhibitive iron phosphate wash prior to painting. Exceptions: 127 mm (5") O.D. aluminum posts.
- 2.3.11 Brackets shall be fabricated from punched and formed 4.5 mm pre-galvanized sheet steel.
- 2.3.12 Gaskets shall be rubber injection molded from ultraviolet (U.V.) protected synthetic rubber. Rubber gaskets shall provide an aesthetic seal around the wonder fastener and bracket.
- 2.3.13 Footing for 127 mm (5") diameter upright posts shall be 305 mm (12") diameter x 940 mm (37") depth. Galvanized steel posts shall be 127 mm (5") O.D., 11 gauge pre-galvanized round tubing. Minimum tensile strength shall be 330MPa (48,000 psi). Minimum yield point shall be 310MPa (45,000 psi). The bottom portion of all upright posts shall be crimped slightly

2.3.14 Component Specifications:

2.3.15.1 13 GAUGE GALVANIZED STEEL POST shall be 127 mm (5") O.D., 13 gauge pre-galvanized round tubing. Minimum tensile strength shall be 380MPa (55,000 psi). Minimum yield point shall be 345MPa (50,000 psi). Plastic caps shall fit into the end of the 127 mm (5") tube. After fabrication, all posts shall be painted per PPLT PAINT Specification.

2.3.15.2 ARCH BRIDGE WITH SAFETY RAILS shall be a minimum of 915 mm (36") wide. Arch Bridge shall be fabricated from precision punched 13 gauge steel with 76 mm (3") formed sides. Bridge assemblies shall be vinyl dipped per PPLT PVC Specification. Safety Rails vertical rungs shall be fabricated from 1" X 3/4" FSO pre-galvanized steel tubing. The horizontal rails shall be fabricated from 33 mm (1.315") pre-galvanized steel tubing. Safety rails shall provide an enclosure, and shall have no gaps greater than 80 mm (3.15") and less than 254 mm (10"), especially between vertical rungs and posts. Safety rails shall be painted per PPLT PAINT Specification.

2.3.15.3 ARCH SWING FRAME 3.5" legs shall be fabricated from 88.9mm (3.5") O.D. x 13 gauge pre-galvanized tubing welded to 88.9mm (3.5") schedule 40 (101.6mm (4") O.D.) pre-galvanized tubing. The top beam shall be fabricated from 88.9mm (3.5") O.D. x 13 gauge pre-galvanized tubing. The legs and top beam shall be painted per PPLT PAINT Specification. Anti-wrap swing hangers shall comprise half hangers, half bushings and clevis. Half hangers shall be constructed of galvanized gray cast iron 45C with an oil impregnated sintered iron bushing. Male half hanger shall have a bronze grease zerk fitting. Bushing halves shall be constructed of black nylon PA type 6. Clevis shall be constructed of galvanized 60-40-18 ductile iron.

2.3.15.4 Boingo Drum shall be rotationally molded per PPLT ROTO Specification. Support ring shall be constructed from 19mm (3/4") thick high density polyethylene sheet. Support shall be constructed from 33mm (1.315") O.D. pre-galvanized steel tubing welded to 7ga. (4.5mm) thick plates and painted per PPLT PAINT Specification.

2.3.15.5 CAT WALK shall be manufactured from 3 mm (11 gauge) sheet steel with 3 mm (11 gauge) steel sides and end supports. Cat Walk shall be dipped per PPLT PVC Specification. Cat Walk shall have a dual rail side enclosure. Top and bottom rails shall be fabricated from 42.2 mm (1.625") O.D. pre-galvanized steel tubing with vertical rails welded to the top and bottom rail. Vertical rails shall be fabricated from 25 mm (1") O.D. pre-galvanized steel tubing. End sections shall be fabricated from 33 mm (1.315") O.D. pre-

galvanized steel tubing, with 3 mm (11 gauge) sheet steel end plates. After assembly side enclosures and end sections shall be painted per PPLT PAINT Specification.

2.3.15.6 COLORED KICK PLATES AND DECK TO DECK ACTIVITY PLATES shall be fabricated from 13 gauge (2.3 mm) pre-galvanized sheet steel for the 8", 12", and 16", 24", 28", and 32" plain models. Models with slots or Parachutes (24", 28", 32") shall be fabricated from 11 gauge (3.0 mm) pre-galvanized sheet steel. After fabrication, deck to deck plates shall be painted per PPLT PAINT Specification. 8", 12" and 16" plates shall have fun faces laser cut into them. 24", 28" and 32" plates shall have grooves cut into them with optional slider "Parachute/shapes" fabricated from CNC Routed high density polyethylene sheet.

2.3.15.7 CYLINDER CLIMBERS cylinders shall be rotationally molded per PPLT ROTO Specification and shall be bolted to a rigid back plate. The back plate for the cylinder climb shall be fabricated from 4.5mm (7 gauge) pre-galvanized sheet steel. Enclosures shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all steel parts shall be painted per PPLT PAINT Specification.

2.3.15.8 DECK TO DECK STEPS WITH SAFETY RAIL shall consist of welded tread, riser and stringer sections fabricated from 13 gauge hot rolled steel. This assembly shall be coated per PPLT PVC Specification. Safety Rails shall be fabricated from 33 mm (1.315") O.D. and 3/4" X 1" FSO pre-galvanized tubing. Safety rails shall provide an enclosure and shall have no gaps greater than 80 mm (3.15") and less than 254 mm (10"), especially between vertical rungs and posts. Safety Rails to be painted per PPLT PAINT Specification.

2.3.15.9 FULL-HEX VINYL CLAD METAL DECK shall cover a minimum of 3.78 square meters (5,900 square inches) of top surface area and be designed to maintain a full 1.2 m (48") on center post spacing. Construction shall consist of two half-hex shaped decks assembled together during installation. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge corner plates. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks at the same level to be assembled providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.

2.3.15.10 HYPERSONIC SLIDE shall be rotationally molded per PPLT ROTO Specification. Plastic slide bed way shall be designed with a

406 mm (16") minimum width. Slide end and mid support shall be fabricated from 60.3 mm (2.37") O.D. tubing and 4.55mm (7 gauge) pre-galvanized sheet steel. All steel components shall be painted per PPLT PAINT Specification.

2.3.15.11 Identification label shall be fabricated from alluminum sheet .016" (4 mm) thick and attached with aluminum pop rivets.

2.3.15.12 KB Hangout Frame shall be constructed from 48.3mm [1 7/8"] O.D. pre-galvanized tubing welded to 4.5mm [7ga.] galvanized sheet steel. All steel components shall be painted per PPLT PAINT Specification. Seats shall be rotationally molded per PPLT ROTO Specification.

2.3.15.13 KB INFINITY HI-CLIMB LADDER shall be fabricated out of 42.2 mm (1.66") O.D. pre-galvanized steel tubing and 33 mm (1.315") O.D. pre-galvanized steel tubing. Enclosure shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification. INFINITY CLIMBER shall be rotationally molded per PPLT ROTO Specification.

2.3.15.14 KB Telescope Panels shall be fabricated from a combination of 33.4 mm (1.312") O.D. pre-galvanized steel tubing, 19mm X 25.4mm obround pre-galvanized steel tubing, and laser cut plates fabricated from 3.0mm (11 gauge) pre-galvanized sheet steel. Telescopes shall be rotationally-molded per PPLT ROTO Specification. Panels shall be painted per PPLT PAINT Specification.

2.3.15.15 LADDER PANEL shall be fabricated from 11 gauge sheet steel. Foot openings shall be 76 mm (3") high x 429 mm (16.875") wide and evenly spaced. Treads shall be 32mm (1.25") deep. The complete ladder assembly shall be coated per PPLT PVC Specification. Available with hand hold loops or safety loops. Safety Loops shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. Hand Hold Loops shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing. After fabrication all parts shall be painted per PPLT PAINT Specification.

2.3.15.16 LEG LIFT LOOP shall be fabricated from 33 mm (1.315") O.D., pregalvanized steel tube. Mounting tab shall be fabricated from 13 gauge pre-galvanized sheet steel. After fabrication, all parts to be painted per PPLT PAINT Specification.

2.3.15.17 LOOP CLIMBER shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing. The loop climber shall be an all welded construction. Enclosure shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing, 3 mm (11 gauge) pre-galvanized sheet steel and 4.5 mm (7 gauge) sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification.

2.3.15.18 Monkey Lean Out Seat Panel For KB/PB: shall be fabricated from pre-galvanized 33.4 mm (1.315") diameter steel tubing welded with 11 gauge pre-galvanized sheet steel assembled as a one piece weldment. The Panel shall be painted per PPLT PAINT Specification.

2.3.15.19 NUEDGE-X TOWERS shall have posts fabricated from 127 mm (5") O.D., 11 gauge pre-galvanized round tubing. Minimum tensile strength shall be 380MPa (55,000 psi). Minimum yield point shall be 345MPa (50,000 psi). After fabrication, all posts shall be painted per PPLT PAINT Specification. Square VINYL CLAD METAL DECK shall be fabricated from 13 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge plates and be designed to maintain a full 1.2 m (48") on center post spacing. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This assembly shall be coated per PPLT PVC Specification. TUNNEL SLIDE shall be configured to approximately a 762 mm (30") internal diameter cross section. Tunnel slides shall be assembled using an overlap joint on section connections and shall not have any internal hardware. Tunnels, elbows and panels shall be rotationally molded per PPLT ROTO Specification. Tunnel slide end supports shall be fabricated from 38 mm (1.5") square, pre-galvanized steel tubing and mid supports shall be fabricated from 42.2 mm (1.66") O.D. pre-galvanized steel tubing. Both supports shall be painted per PPLT PAINT Specification. DIAMOND CLIMBERS shall be fabricated from 89 mm (3.5"), 60.3 mm (2.375") and 42.2 mm (1.66") o.d. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification. Ropes shall be fabricated from rope consisting of six galvanized steel cables (2.5 mm O.D. each) twisted together and wrapped with 6mm of high strength polyester fiber. NU-EDGE CURVED ROOF shall have beams made from NATURTEK material formed into the shape of curved architectural beams. They will be assembled using 51 mm (2") 11gauge square tubing which shall be painted per PPLT PAINT Specification. The roof support posts shall be constructed from 127 mm (5") OD pre-galvanized tubing and shall be painted per PPLT PAINT Specification. The roof skin shall be corrugated 29 gauge galvanized sheet steel assembled with aluminum edge trim. NATURETEK material is a

Polyester Composite: Color impregnated, UV stabilized, non-mold-supporting, formed from virgin corrosion-resistant polyester resin; with 1/2- to 3/4- inch (12 to 18 mm) wall thickness, with the following characteristics: Flexural Strength, ASTM D 790: 18,000 psi. ; Tensile Strength, ASTM D 638: 9,000 psi. ; Compressive Strength, ASTM D 695: 17,000 psi.; Barcol Hardness, ASTM D 2583: 40 minimum.

- 2.3.15.20 QUANTUM II SLIDE SECTIONS shall be rotationally molded per PPLT ROTO Specification and bolt together to form a single bed way slide. Slide end support shall be fabricated from 38 mm (1.5") square tubing and 4.5mm (7 gauge) pre-galvanized sheet steel. Mid support shall be fabricated from 42 mm (1.66") O.D. tubing. All steel components shall be painted per PPLT PAINT Specification.
- 2.3.15.21 RUNG LADDER shall be designed to incorporate a one-piece, welded construction to aid installation. Rung ladder side rails shall consist of 33 mm (1.315") O.D. pre-galvanized steel tubing. Rungs shall be fabricated for 25 mm (1") O.D. pre-galvanized steel tubing. Brackets shall be fabricated from 7 gauge pre-galvanized steel. Available with hand loops or safety loops. Safety Loops shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. Hand Hold Loops shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing. After fabrication all parts shall be painted per PPLT PAINT Specification.
- 2.3.15.22 SAFETY RAIL WITH ALUMINUM STEERING WHEEL shall be fabricated from a combination of 33.4 mm (1.312") O.D. pre-galvanized steel tubing and 3/4" X 1" FSO pre-galvanized steel tubing. Side plates shall be fabricated from 3 mm (11 gauge) pre-galvanized sheet steel. The Safety Rails provide a non-climbable enclosure and shall have no gaps greater than 76 mm (3") and less than 254 mm (10"), especially between vertical rungs and posts. Deck mounted safety rails shall have a bottom plate fabricated from 3 mm (11 gauge) pre-galvanized sheet steel. Steering wheels shall be cast in alloy 319 aluminum of the Aluminum-Zinc-Magnesium type and comply to ASTM SC64d, UNS-AO3191, QQA-371e, and QQA-596d standards. Steering wheel shall mount to a 33 mm (1.315") O.D. pre-galvanized tube. After fabrication, all these components shall be painted per PPLT PAINT Specification.
- 2.3.15.23 SILO CLIMBERS shall be fabricated from 42.2 mm (1.66") x 11 ga, 33.4 mm(1.315") x 11ga, and 25 mm (1.0") x 16 gauge pre-galvanized steel tubing. Plates shall be fabricated from 3 mm (.12") sheet steel. Enclosures shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-

galvanized sheet steel. After fabrication all steel parts shall be painted per PPLT PAINT Specification.

2.3.15.24 SLIDING POLE shall be fabricated from 42.2 mm (1.66") O.D. pre-galvanized steel pipe. Enclosure shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. Also available in post mount. After fabrication all components shall be painted per PPLT PAINT Specification.

2.3.15.25 SQUARE VINYL CLAD METAL DECK shall cover a minimum of 1.46 square meters (2,275 square inches) of top surface area, be a one-piece construction and be designed to maintain a full 1.2 m (48") on center post spacing. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge plates. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks to be assembled at the same level providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.

2.3.15.26 Standard Belt Swing Seats shall be heavy duty construction, fabricated from 70 durometer EPDM rubber with a tempered steel insert molded inside, rendering them slash proof.

2.3.15.27 STEEL AND STEEL MESH HEX ROOF shall consist of 6 pieces to be fabricated from 1.6 mm (16 gauge) sheet steel with the mesh version containing 76 mm (3") x 6 mm (.25") slots punched in a regular pattern. The cupola is fabricated from 2.3 mm (13 gauge). All parts shall be painted per PPLT PAINT Specification.

2.3.15.28 STEEL AND STEEL MESH SQUARE ROOF shall consist of 4 pieces to be fabricated from 16 gauge pre-galvanized sheet steel with the mesh version containing 76 mm (3") x 6 mm (.25") slots punched in a regular pattern. The cupola shall be fabricated from 16 gauge pre-galvanized sheet steel and is installed using a 20.6 mm (.83") O. D. spacer. After fabrication the roofs shall be painted per PPLT PAINT Specification.

2.3.15.29 TRANSFER STATION WITH SAFETY RAIL shall consist of two triangular decks and step assemblies for the handrails. Each triangular deck shall be fabricated from 11 gauge sheet steel, covering .37 square meters (575 square inches) and have three 25 x 152 mm (1" x 6") hand slots incorporated into the deck surface for aid in user transition. The step assemblies provide access from the transfer decks to a 915 mm (36"), 1016 mm (40"), 1220 mm (48"), 1422 mm (56"), 1625 mm (64") deck height. Each step shall have

a tread depth of 406 mm (16") and a tread width of 953 mm (37.5"), with each rise 203 mm (8") or less. Each step assembly shall have an all welded construction from 13 gauge sheet steel. Each step assembly and Transfer Deck shall be coated per PPLT PVC Specification. Transfer Station Safety Rails shall be fabricated from 33 mm (1.315") O.D., pre-galvanized, 11 gauge tubing and 3/4" X 1" FSO pre-galvanized tubing. Safety rails shall provide an enclosure and shall have no gaps greater than 80 mm (3.15") and less than 254 mm (10"), especially between vertical rungs and posts. Transfer Station loops shall be fabricated from 42.2 mm (1.66") O.D., pre-galvanized, 11 gauge tubing. All welded handrail assemblies shall be painted per PPLT PAINT Specification.

2.3.15.30 TRIANGULAR VINYL CLAD METAL DECK shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge plates. Each triangular deck shall cover a minimum of 0.63 square meters (985 square inches) of top surface area, be a one-piece construction and be designed to maintain a full 1.2 m (48") on center post spacing. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks at the same level to be assembled providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.

2.3.15.31 TURNING BAR, CHINNING BAR, AND SINGLE RAIL shall be fabricated from 33 mm (1.315") O.D. galvanized steel pipe and shall be painted per PPLT PAINT Specification.

2.3.15.32 VINYL CLAD HALF DECK shall cover a minimum of .73 square meters (1,138 square inches) of top surface area and be a one-piece construction. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge corner plates. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks to be assembled at the same level providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.

2.3.15.33 Wings of Infinity Climber: Handholds and blanks shall be rotationally molded per PPLT ROTO Specification. The Support post shall be fabricated from 88.9mm (3.5") O.D. 11 ga. and 42.2mm (1.625") O.D. pre-galvanized tubing. The support post shall be painted per PPLT PAINT Specification.



WARRANTY

Little Tikes Commercial Brand warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by PPLT Farmington, Inc. (PlayPower Little Tikes Commercial) carry only the following warranties:

- LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, stainless steel hardware, cast aluminum parts, and KidBuilder® steel clamps.
- LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
- LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames, Naturtek™ products, Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- LIMITED EIGHT (8) YEAR WARRANTY:**
 - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
 - LandSoft Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
 - Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
- LIMITED FIVE (5) YEAR WARRANTY:**
 - Clever Climbers™ products, including, but not limited to polyethylene slides, enclosures, main structure, decks, and plastic components.
 - PVC coating and PE coating against cracking or peeling.
 - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
 - GFRP (Glass Fiber Reinforced Polymer) Products.
 - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).
- LIMITED THREE (3) YEAR WARRANTY:** KidTiles®, Playground Sculptures, products flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
- LIMITED ONE (1) YEAR WARRANTY:**
 - Learning Lab Sensory Tables and Tot Tree plastic components.
 - Belt Swing Seats, and Bucket Tot Swing Seats.
 - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyer shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Little Tikes Commercial's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Little Tikes Commercial's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferrable.

Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions.

Warranties specifically do not cover Little Tikes Commercial products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Little Tikes Commercial parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Little Tikes Commercial does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.



IPEMA ASTM F1292-18 (SECTION 4.2) AND/OR ASTM F3351-19 CERTIFICATE OF COMPLIANCE

ISSUE DATE: February 25, 2022

Requested By: Michael Feidler

Project: Wallace Stegner Academy

In the interest of public playground safety, IPEMA provides a third party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to ASTM F1292-18 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment Standard, Section 4.2, Performance Criterion and/or ASTM F3351-19 Standard Test Method for Playground Surface Impact Testing in Laboratory at Specified Test Height.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-18, Section 4.2 and/or ASTM F3351-19.

The validation is made by testing at the specified fall height rating requested by the manufacturer, based upon its experience and knowledge of its products, instead of the "critical fall height" used in ASTM F1292-18. TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-18 (Section 4.2) and/or ASTM F3351-19 has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
SWSPS1	PlaySoft	PlaySoft	12" / 12'	Pioneer Wholesale Supply



IPEMA ASTM F2075-15 CERTIFICATE OF COMPLIANCE

ISSUE DATE: February 25, 2022

Requested By: Michael Feidler

Project: Wallace Stegner Academy

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F2075-15 Standard Specification For Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F2075-15.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
SWSPS1	PlaySoft	PlaySoft	12" / 12'	Pioneer Wholesale Supply

Iron Creek Construction

Quote/Contract

Phone: (801) 920-6383 Email: ironcreekconstructionut@gmail.com

Customer

Name: Wallace Stegner Academy	Date: 3/20/2022
Address: 980 Bending River Rd	Quote No.: WS002
City: Salt Lake City, UT 84104	Install Date: TBD
Phone:	Sales Person: Corey Phillips

Description of Work	Total
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Construction of playground area approx. 52' X 96' per the following details.

- 1) Excavation of playground area approx. 14" deep over entire area, approx. 220 yards of material removed
4" deep excavation around perimeter to allow for drainage
- 2) All dirt excavated to be relocated on the property to create a hill
- 3) 8" X 14" concrete curbing around perimeter
curbing to be installed with rebar reinforcement
- 4) ADA compliant access ramp into the playground area
ramp to be concrete construction following ADA requirements
- 5) 4" thick gravel bed around perimeter to allow for drainage
- 6) Commercial grade weed barrier installation

\$25,850.00

Inclusions:

- *All labor and materials to complete the above statement of work.
- *Location of utilities as needed.
- *Compacted road base foundation under concrete

Exclusions:

- *Location of private utilities such as sprinkler, landscape lighting, pool
- *Changes to project scope and/or style once materials have been procured and/or work has begun may result in additional fees.

Total	\$25,850.00
Down payment (1/3 of total) due before start of project	N/A
Remaining balance due at project completion	\$25,850.00

Signed: _____

Date: _____

Iron Creek Construction

Quote/Contract

Phone: (801) 920-6383 Email: ironcreekconstructionut@gmail.com

Customer

Name: Wallace Stegner Academy	Date: 3/20/2022
Address: 2671 Stegner Way	Quote No.: WS003
City: West Valley City, UT 84120	Install Date: TBD
Phone:	Sales Person: Corey Phillips

Description of Work	Total
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Construction of playground area approx. 46' X 86' per the following details.

- 1) Excavation of playground area approx. 14" deep over entire area, approx. 105 yards of material removed
4" deep excavation around perimeter to allow for drainage
- 2) All dirt excavated to be removed from property and disposed of
- 3) 8" X 14" concrete curbing around perimeter
curbing to be installed with rebar reinforcement
- 4) ADA compliant access ramp into the playground area
ramp to be concrete construction following ADA requirements
- 5) 4" thick gravel bed around perimeter to allow for drainage
- 6) Commercial grade weed barrier installation

\$29,850.00

Inclusions:

- *All labor and materials to complete the above statement of work.
- *Location of utilities as needed.
- *Compacted road base foundation under concrete

Exclusions:

- *Location of private utilities such as sprinkler, landscape lighting, pool
- *Changes to project scope and/or style once materials have been procured and/or work has begun may result in additional fees.

Total	\$29,850.00
Down payment (1/3 of total) due before start of project	N/A
Remaining balance due at project completion	\$29,850.00

Signed: _____

Date: _____

Notes and Exclusions – Unless otherwise noted in this bid

- Proposal based on plans dated
- Reuse of pipe or boxes onsite will be dependent on condition once they have been removed assuming normal and not extensive precautions.
- Bid assumes all native material is acceptable for structural fill.
- Excludes the purchase of payment or performance bonds
- Earthwork quantities are based on grades as shown on the drawings. If the onsite grades vary from the grades on the plans, we reserve the right to adjust our pricing accordingly
- Amount paid to be based on actual field installed quantities
- All Utilities are bid to within 5' of the building
- Excludes SWPPP plan/NOI permit/erosion control inspections
- Excludes wheel wash station
- Excludes sweeping for trackout generated by other trades
- Excludes engineering & surveying
- Excludes material testing (compaction, concrete, asphalt, etc.)
- Excludes city connection fees
- Excludes monument survey and installation
- Excludes footing overexcavation and backfill
- Excludes removal of undocumented fill, pinhole material and non-engineered fill
- Excludes hard material excavation
- Excludes demolition
- Excludes removal & relocation of dry utilities
- Excludes water loops
- Excludes sump pumps and related work
- Imported material will be billed by delivery tickets
- Excludes screening and placing of topsoil and landscaping
- Excludes construction water usage
- Excludes weatherization and cold weather protection
- Excludes shoring or bracing of excavation other than trenches
- Excludes traffic signage and identification signage
- Excludes traffic control unless otherwise indicated
- Excludes dewatering
- Excludes purchase or installation of vapor barrier
- Excludes bollard excavation and backfill
- Excludes overexcavation of soft subgrade that may be necessary.
- If work is phased or broken into multiple mobilizations, unit prices are subject to revision due to lower production rates and efficiencies associated with smaller production quantities per phase/mobilization.
- Excludes prime coat, fog coat or seal coat for the asphalt paving
- Skinner Excavating, Inc. is not responsible for surface drainage issues on grades designed at less than 1.5%
- No other work in implied unless specifically listed in the attached estimate.

Terms and Conditions of Agreement

1. Purchaser represents to be the record owner or authorized agent of the record owner of the real property that shall be improved pursuant to this Agreement (the "Property") with authority to enter into contractual agreements and to grant SKINNER EXCAVATING, INC. authority to perform the work identified herein. The Purchaser agrees that all materials in this Agreement will be used in the construction, alteration, or improvement of the Property. Purchaser shall not use this document to acquire financing.
2. This Contract Proposal/Agreement shall only be modified by written change order signed by SKINNER EXCAVATING, INC. and Purchaser. Oral requests for change shall not be binding on SKINNER EXCAVATING, INC. unless reduced to writing by change order.
3. Purchaser shall assume full responsibility for the accuracy of all lines, levels, quantities, locations and measurements and their relation to the work to be performed by SKINNER EXCAVATING, INC. No representation or warranty, express or implied, is made as to the quantities, sizes, grades, specifications, or other matters relating to the needs of the project. In all cases where dimensions are governed by conditions, already established or otherwise, the responsibility for coordination of such conditions as it relates to SKINNER EXCAVATING, INC.'s work shall rest entirely on the Purchaser. It is the Purchaser's sole responsibility to compare the items on this Contract Proposal/Agreement with plans and specifications for accuracy and completeness. Any variations or modifications from specified lines, grades or dimensions required shall be the responsibility of the Purchaser and subject to a change order should additional work be required of SKINNER EXCAVATING, INC.
4. In the event the record owner of the Property sells, mortgages, or otherwise transfers or encumbers the Property, the total amount herein provided shall become immediately due and payable as to any and all amounts then unpaid.
5. Purchaser agrees that all alleged defects in work, material or labor shall be made in writing to SKINNER EXCAVATING, INC. within ten (10) calendar days of the date of the billing invoice for the work performed. If said writing has not been made within the time period specified herein, Purchaser waives any right to claim defects and/or offsets for these alleged defects. In the event of defective work, SKINNER EXCAVATING, INC.'s sole and exclusive liability shall be to repair or replace defective work at its discretion. In no event shall SKINNER EXCAVATING, INC. be liable for special, incidental, or consequential damages, including, but not limited to, loss of good will, loss of profits, or loss of use.
6. In the event that material costs on which this Contract Proposal/Agreement is based rise in excess of ten percent (10%) during the course of work, Purchaser agrees that these increased costs, in their entirety, shall be billed to Purchaser as an automatic adjustment to the Contract Proposal/Agreement.
7. To the extent that the contracted price is based on a specified unit or square foot price, Purchaser agrees that the number of units or square feet indicated is an approximation, and that SKINNER EXCAVATING, INC. shall be paid in full for the actual units or square feet completed as determined by field measurement by SKINNER EXCAVATING, INC.
8. SKINNER EXCAVATING, INC. shall not be liable for failure of performance or failure of delay in delivery by reason of any event beyond the control of SKINNER EXCAVATING, INC., including, but not limited to, strikes; labor disputes; fire; flood; weather; embargo; war or other hostilities; government authority or regulation; acts of God; shortage of material or fuel; as a result of actions of Purchaser, record owner, or any other person; or as a result of the extension of time granted by Purchaser. Upon the occurrence of such delay, SKINNER EXCAVATING, INC. shall receive an equitable extension of time for completion of the Agreement. SKINNER EXCAVATING, INC. shall not be entitled to any damages or compensation as a result of said delay except to the extent that said delay was caused by the Purchaser, record owner, or persons employed by the Purchaser or record owner.
9. SKINNER EXCAVATING, INC. assumes no risk of non-disclosed or unforeseen conditions of the Property, including, but not limited to, hazardous substances (as defined by applicable law). In the event that hazardous substances are present on the Property (other than hazardous substances introduced by SKINNER EXCAVATING, INC.), Purchaser agrees to indemnify SKINNER EXCAVATING, INC. and its officers, directors, employees, agents, representatives, and subcontractors from and against any and all losses, claims, damages, fines, penalties, liabilities, injuries, costs and expenses (including all attorney fees and costs incurred in any civil, criminal, or administrative proceeding) arising from such hazardous substances, including, but not limited to, the presence or use, generation, storage, treatment, containment, release, threatened release, disposal of, exposure, or threatened exposure.
10. Unless otherwise noted, all federal, state, and other taxes of any nature related to this Agreement shall be borne by Purchaser.
11. SKINNER EXCAVATING, INC. warrants that all materials covered by this Agreement shall conform to industry standards. No implied warranties of fitness or merchantability are given and are expressly disclaimed by SKINNER EXCAVATING, INC.
12. The parties agree that the prevailing party in any lawsuit arising from or as a result of this Agreement, whether the action is based on the Agreement's terms and provisions or on any other theory of liability, shall be entitled to an award of attorney fees and costs incurred in said action.
13. This Contract Proposal/Agreement is the total agreement and supersedes all negotiations, representations, prior discussions, and preliminary agreements between the Parties hereto, whether oral or written. This Agreement shall be construed and interpreted as if drafted equally by all Parties hereto.
14. This Agreement shall be governed by the laws of the Local State where the project resides, without regard to its choice of law provisions.

Customer Acceptance
 The buyer accepts the above prices and specifications.

Buyer _____
 Signature _____
 Date of Acceptance _____

Contractor Confirmation

Skinner Excavating, Inc.
 Signature _____
 Date of Confirmation _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WALLACE STEGNER ACADEMY**

FINANCING RESOLUTION

MAY 2, 2022

WHEREAS, the Board of Directors (the “*Board*”) of Wallace Stegner Academy (the “*School*”) has determined it is in the best interest of the School to enter into a Loan Agreement (the “*Loan Agreement*”) between the School and the Utah Charter School Finance Authority (the “*Issuer*”) whereby the School will borrow the proceeds of the Issuer’s Charter School Revenue Bonds (Wallace Stegner Academy) (the “*Bonds*”) to (a) finance the acquisition and expansion of the School’s existing school facilities (the “*West Valley Project*”) located at 2671 Stegner Way, West Valley City, Utah (the “*West Valley School Facilities*”), (b) finance the acquisition and construction of playground equipment for the West Valley School Facilities and the School’s facilities located at 980 South Bending River Road, Salt Lake City, Utah (the “*Playground Project*” and, together with the West Valley Project, the “*Project*”) and (c) fund a debt service reserve fund, and (c) pay certain costs of issuance (collectively, the “*Financing*”);

WHEREAS, the Board desires to authorize and approve the acquisition of the West Valley School Facilities.

WHEREAS, the construction of the Project necessitates an amendment to the Lease Agreement (defined below) and the Board desires to authorize and approve such amendment.

WHEREAS, the Board has determined that it is necessary that the School express its intention to reimburse certain qualified expenditures incurred by the School with respect to the Project.

WHEREAS, no qualified expenditures of the Project to be reimbursed were paid more than 60 days prior to the date of this Resolution.

WHEREAS, the Board desires to authorize and approve the Financing;

NOW THEREFORE Be It and It Is Hereby Resolved by the Board of Directors of Wallace Stegner Academy, as follows:

Section 1. (a) The amendment of the purchase of the West Valley School Facilities pursuant to the Agreement of Purchase and Sale (the “*Purchase Agreement*”) between the School and West Valley School Development II, LLC (the “*Landlord*”), attached hereto as *Exhibit A*, and the expansion of the West Valley School Facilities pursuant to the Construction Contract attached as an exhibit to the Purchase Agreement, is hereby approved. The Board authorizes the Chair of the Board or, in his or her absence, any available member of the Board, to execute and deliver any documents related to the purchase of the West Valley School Facilities.

(b) The Amendment to Lease Agreement (the "*Lease Amendment*"), attached hereto as *Exhibit B*, amending the Lease Agreement dated January 6, 2021, between the School and the Landlord (the "*Lease Agreement*") is hereby approved. The Board authorizes the Chair of the Board or, in his or her absence, any available member of the Board, to execute and deliver the Lease Amendment and any other documents related to the amendment of the Lease Agreement.

Section 2. In connection with the issuance of the Bonds and the Financing, the Board hereby approves the Loan Agreement in substantially the form presented to the Board. The Board authorizes the Board President or, in his or her absence, any available member of the Board, to execute and deliver the Loan Agreement, the Deed of Trust, the Promissory Note, the Bond Purchase Agreement, the Continuing Disclosure Agreement and the Limited Offering Memorandum relating to the Financing and the issuance of the Bonds. Any capitalized terms used and not defined herein shall have the meaning attributed to such terms in the Loan Agreement.

Section 3. The form of the Preliminary Limited Offering Memorandum relating to the Bonds presented to the Board is hereby approved and the distribution and use of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum is hereby approved, subject to further changes approved by the appropriate officers of the School. The preparation and use of the Preliminary Limited Offering Memorandum in substantially the form presented hereto (with such changes as may be approved by the appropriate officers of the School) is hereby approved.

Section 4. The members of the Board, officers, and employees of the School are hereby authorized and directed to execute and deliver for and on behalf of the School any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution, including the Project, the Financing and the issuance of the Bonds.

Section 5. The School hereby declares its intention and reasonable expectation to use a portion of the proceeds of the Bonds (the "*Reimbursement Bonds*") of the Issuer to reimburse itself for expenditures for costs of the 2021 Project. The School intends that the Reimbursement Bonds are to be issued, and the reimbursements made, by the later of 18-months after the later of (a) the payment of the costs or (b) after the 2021 Project is placed in service, but in any event, no more than three years after the date the expenditure was paid. The School anticipates that the maximum principal amount of Bonds that will be issued to finance the 2021 Project (including the Reimbursement Bonds) will not exceed \$20,000,000. The particular amount, maturities, fixed or variable interest rates, redemption terms and other terms and provisions of the Bonds will be determined by the Issuer.

Section 6. All actions of the members of the Board, officers, and employees of the School that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 7. If any provisions of this Resolution should be held invalid, the invalidity of such provision shall not affect the validity of any of the other provisions of this Resolution.

Section 8. All resolutions of the School or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency.

Section 9. This Resolution shall be effective immediately upon its adoption.

ADOPTED AND APPROVED May 2, 2022.

BOARD OF DIRECTORS OF WALLACE STEGNER
ACADEMY

By _____
Board President

ATTEST:

Board Member

EXHIBIT A

PURCHASE AND SALE AGREEMENT

EXHIBIT B
LEASE AMENDMENT



2021-22

Current Enrollment

SLC 672

WVC 514

Total 1186



Enrollment for 22-23

SLC: 669

WVC: 617

Total:1286



Staffing

Hired: 8 teachers, 1 Curriculum Specialists, 1 New Assistant Principal, 1 Counselor, 1 Nurse, 5 Parapros

Still Need: 4 more teachers (Math, Science, Kinder, Sped)

Bright Spot: 2 Paraprofessionals have finished their degrees and will be teaching next year.



Marketing

Google Ads

Social Media

Billboards

Postcards

New Lottery System (easier for parents)

Yard Signs (soon)



End of Year Staff Appreciation

May 21st 4PM

Storm Mountain Amphitheater

Food trucks, 5 year employees, awards, camp fires etc.



Upcoming Projects

Playgrounds (on hold for bonding)

Charter Conference in DC June 19-22nd

K-8 Expansion

High School Model Design



Charter Advocacy

- Charters under attack at Department of Education
- Adam and I along with several of our parents will personally ask the Secretary of Education to reconsider the new rules.



WIDA Goals

