

QUOTE

Date	Quote #
5/9/2023	PWCQ19450-07

Quote valid for 30 days.

Bill To:	Site/End User:	Ship To:
Dekalb County P&R - GA Vineet Nagarkar 1950 West Exchange Place Suite 400 Tucker, GA 30084 P: 404-687-3709 F: vsnagarkar@dekalbcountyga.gov	Ellenwood Park Vineet Nagarkar Lithonia, GA 30058 P: 404-687-3709 F: vsnagarkar@dekalbcountyga.gov	Ellenwood Park Vineet Nagarkar Lithonia, GA 30058 P: 404-687-3709 F: vsnagarkar@dekalbcountyga.gov

50% Deposit Required.
See Terms and Conditions

Ship Via	Sales Representative	Prepared By
BEST METHOD	Carlton Burr	Carlton Burr

Qty	Item #	Description	Unit Price	Ext. Price
-----	--------	-------------	------------	------------

Quoted using NJPA/Sourcewell pricing Playworld contract
Number 010521-LTS
Customer NPJA:193743

Option 4 – Includes all of option 2, with the addition of the shade structures and installation

Proposal is valid through June 30th 2023

Main Playground

1	PM-Custom	"Playmaker" Series (5" Structural Uprights) Structure #:21-7543A Ages: 5 to 12 Capacity: 206+	\$237,666.00	\$237,666.00
1	ZZTP2017M	GATOR CLIMBER	\$7,472.00	\$7,472.00
1	ZZTP2023M	MUSHROOM PATH STEPPER	\$9,331.00	\$9,331.00
1	ZZTP2030M	INCHWORM CLIMBER	\$6,333.00	\$6,333.00
1	ZZTP2104M	BUNNY	\$3,629.00	\$3,629.00

Qty	Item #	Description	Unit Price	Ext. Price
1	ZZTP2139M	LUMBERJACK HOLLOW TUNNEL CLIMBER	\$10,855.00	\$10,855.00
1	ZZTP2143M	LOG STEPS CLIMBER	\$9,738.00	\$9,738.00
1	ZZTP2154M	BLACK BEAR SLEEPING OVER CLIMBING TUNNEL	\$13,008.00	\$13,008.00
1	ZZXX0483	COZY COCOON - SPINNING	\$3,795.00	\$3,795.00
1	ZZXX0661	CONCERTO MEDIUM CABASA	\$1,195.00	\$1,195.00
1	ZZXX0664	CONCERTO 3 CONGAS	\$2,629.00	\$2,629.00
1	ZZXX0665	CONCERTO 5 CONGAS	\$3,998.00	\$3,998.00
1	ZZXX0666	CONCERTO VIBES	\$5,377.00	\$5,377.00
1	ZZXX0667	CONCERTO CHIMES	\$5,391.00	\$5,391.00
SubTotal				\$320,417.00
Alternate items shade, swings and benches.				
1	ZZPSH111	Two-Post Hip Quick Release 14'x22'x8' - In-Ground Post	\$5,859.00	\$5,859.00
4	ZZPSP011	Single Post Pyramid Quick Release 12'x12'x10' - In-Ground Post	\$4,847.00	\$19,388.00
4	BAU06-A-64-000	6' Austin Bench with Arm -Expanded Metal - Cast Aluminum Frame -Portable/Surface Mount -Advantage Coating	\$1,798.00	\$7,192.00
1	ZZXX0942	3.5in OD 2-UNIT ARCH SWING- ANTI-WRAP	\$3,104.00	\$3,104.00
1	ZZXX0944	3.5in OD 2-UNIT ARCH SWING- ANTI-WRAP - ADD-A-BAY	\$2,169.00	\$2,169.00
1	ZZXX0948	3.5in OD SINGLE UNIT ARCH SWING- ANTI-WRAP - ADD-A-BAY	\$1,628.00	\$1,628.00
2	ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	\$155.00	\$310.00
1	ZZXX0265	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	\$269.00	\$269.00
1	ZZXX0635	SWING ALONG SEAT TO 8ft TOP RAIL	\$1,137.00	\$1,137.00

Qty	Item #	Description	Unit Price	Ext. Price
SubTotal				\$41,056.00
1	QWDISCPW	Discount on Playworld products	-\$100,022.56	-\$100,022.56
1	Install-EQ	<p>Installation of Playground Equipment</p> <p>**Unless noted, pricing is based on a flat, level, accessible area.</p> <p>**Does not include grading, fence removal, equipment removal or disposal.</p> <p>**Does not include safety surfacing.</p> <p>**Equipment must be installed according to manufacturer's specifications.</p>	\$78,888.00	\$78,888.00
1	Install-EQ	<p>Installation of Shade and 4 concrete pads for the benches</p> <p>**Unless noted, pricing is based on a flat, level, accessible area.</p> <p>**Does not include grading, fence removal, equipment removal or disposal.</p> <p>**Does not include safety surfacing.</p> <p>**Equipment must be installed according to manufacturer's specifications.</p>	\$25,333.00	\$25,333.00
1	PPRS	<p>Poured-In-Place Rubber Surfacing</p> <p>Provide, deliver, and install 6,257 sq ft of EPDM Pour-N-Place for a 9' fall over compacted stone base. 4,934 sq ft 50% standard color 50% black with aromatic binder 1,323 sq ft 100% color blue and gray with aliphatic binder</p> <p>Swing mats will be placed under the swing seats and in front on the slide exits.</p> <p>Provide, deliver, and install 6,257 sq ft of compacted stone base. Stone base is calculated @ 4" prior to compaction. Any additional stone required due to site conditions will be billed accordingly.</p>	\$151,828.00	\$151,828.00
1	Concrete	<p>Concrete Curbing</p> <p>Dig out for curbing, 433 linear feet x 18" x 6" curbing, Line pump to pour plus site clean out bag included in price.</p> <p>Back fill for drainage 5/7 stone with 4" slotted sock pipe, connected to 4" double wall pipe connecting to sock pipe. Up to 100'</p>	\$49,445.00	\$49,445.00
<p>Site preparation is not included.</p> <p>Site spoils for installation will be disposed of by</p>				

Qty	Item #	Description	Unit Price	Ext. Price
-----	--------	-------------	------------	------------

the customer.

SubTotal \$566,944.44

Tax Rate 0.00 %

Sales Tax \$0.00

Shipping \$15,685.00

Total \$582,629.44

*We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.*

****Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.****

****Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.****

****Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. ****

Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account.

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its ongoing warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____

Send Signed Quote & Deposit To:

Playworld Preferred

Attn: PWP Signed Quote c/o Playworld Systems

1000 Buffalo Road

Lewisburg, PA 17837

