

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: June 11, 2013

CONTACT PERSON NAME AND PHONE NUMBER: Irene D. Ramirez, P.E., Interim City Engineer (X4428)

DISTRICT(S) AFFECTED: 2, 4, 8

SUBJECT:

Request that the Engineering and Construction Management Department be authorized to issue a purchase order to the following vendors:

Exerplay, Inc., a contractor under the BuyBoard, Contract #346-10, for playground equipment for the following parks: Barron Park \$108,018.35; Magoffin Park \$54,144.05; Magoffin Park, Dumor \$9,131.00; Radford Park \$214,508.65; Sandstone Ranch Phase II Park \$79,726.35. Total estimated expenditures are \$465,528.40.

PlayPower LT Farmington, Inc., a contractor under the BuyBoard Contract #346-10 for playground equipment for Fiesta/Balboa Park \$34,574.63

The PlayWell Group a contractor under the BuyBoard, Contract #346-10, for playground equipment for the following parks: Cheryl Ladd Park \$215,630.79; Magoffin Park \$41,580.23. Total estimated expenditures are \$257,211.02.

The City has made the determination that purchasing from the cooperative offers the most cost-effective pricing.

The participation by the City of El Paso in the BuyBoard was approved by City Council on March 4, 2008.

Department: Parks and Recreation

Award to: Exerplay, Inc.
Cedar Crest, NM

Total Estimated Award: \$465,528.40

Award to: PlayPower LT Farmington, Inc.
Farmington, MO

Total Estimated Award: \$34,574.63

Award to: The PlayWell Group
Dallas, TX

Total Estimated Award: \$257,211.02

Account No. 190-29010-4800-580270-PCP13PRKA02, PCP13PRKA12,
PCP13PRKA26
451-51480-2210-580270-P09PA0030

Funding Source: Quality of Life Bonds, Parkland Dedication and 2006 Certificates of
Obligation
Districts: 2, 4, and 8
Reference No: 346-10

This is a Cooperative, unit price contract.

BACKGROUND / DISCUSSION:

The City can purchase equipment from cooperative purchasing networks at a lower cost off the BuyBoard contract from Exerplay, Inc., PlayWell Group, and PlayPower LAT Farmington, Inc. Previous procurement demonstrated that the City obtains high volume discount pricing using the BuyBoard rather than procuring the equipment through bid process. The equipment supplied by the three vendors complies with the Parks Standards for Construction. There are no local manufactures. The price for equipment using the Cooperative Agreement is \$757,314.05. The price includes equipment, labor, freight and installation.

PRIOR COUNCIL ACTION:

Participation by the City of El Paso in the BuyBoard was approved by City Council March 4, 2008.

AMOUNT AND SOURCE OF FUNDING:

\$677,587.70 2012 Quality of Life Bonds. \$79,726.35 Sandstone Ranch Phase II Park, Parkland Dedication and 2006 Certificates of Obligation

BOARD / COMMISSION ACTION:

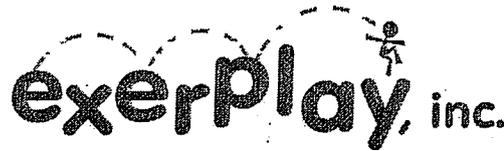
N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Barron Park

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505.281.0155
Toll Free 800.457.5444
www.exerplay.com



DATE: 5/31/2013
NUMBER: AT053013-3
TERMS: Net 30

QUOTATION prepared for:

City of El Paso
Attn: Gloria Venzor
venzorga@elpasotexas.gov

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
Texas Buy Board Contract #346-10
Please fax to 505-281-0155

| ITEM | DESCRIPTION | QTY | COST | TOTAL |
|-----------------------------------|--|-----|-----------|-----------|
| BARRON PARK, EL PASO | | | | |
| LANDSCAPE STRUCTURES, INC. | | | | |
| 5-12 AREA | | | | |
| PlayBooster LSI 144477A | Per Drawing # Barron Park 1-3 Funnel Climber, with 2 Vertical Ladders. 6 Aluminum Posts, Direct Bury, 415 lbs | 1 | 30,400.00 | 30,400.00 |
| LSI LSI 182503C | CL125913 Evos 5-12 Age Sign Welcome Sign, DB, 24 lbs Ages 5-12 years, DB | 1 | 875.00 | 875.00 |
| LSI 177330A | 5" Arch Wing Frame, 8' Beam Height, 204 lbs | 1 | 2,335.00 | 2,335.00 |
| LSI 177331A | 5" Arch Swing Frame Additional Bay, 8' Beam, 124 lbs | 1 | 1,430.00 | 1,430.00 |
| LSI 174018A | Belt Seat and ProGuard Chains for 8' Beam, 8 lbs. | 2 | 99.00 | 198.00 |
| LSI 177351A | Molded Bucket Seat w/Harness, ProGuard Chains for 8' Beam Height, 48 lbs. | 2 | 655.00 | 1,310.00 |
| LSI 186579A | Acorn Seat, DB | 3 | 395.00 | 1,185.00 |
| 2-5 AREA | | | | |
| PlayBooster LSI | Per Drawing #Barron Park 1-3 CL125913 Evos 2-5 Age sign | 1 | 19,130.00 | 19,130.00 |
| LSI 176473 | Pony Spring Rider tan/black DB | 2 | 1,100.00 | 2,200.00 |
| LSI 182503A | Welcome Sign, Ages 2-5 Years, Direct Bury, 24 lbs. | 1 | 0.00 | 0.00 |
| LSI 176038G | Full Bucket Seat with ProGuard Chains for Toddler Swing, 11 lbs. | 2 | 240.00 | 480.00 |
| LSI 177336A | Toddler Swing Frame, 136 lbs. | 1 | 895.00 | 895.00 |
| | Sub-Total | | | 67,653.00 |
| DISC - BUY BOARD | Buy Board Discount, 346-10 | | -5.00% | -3,382.65 |
| Freight | Freight/Shipping Charges 10-215-13 | | 4,680.00 | 4,680.00 |
| ZEAGER BROS. WOOD MULCH | | | | |
| Wood Mulch | Playground Quality Wood Mulch, 7291 sq foot area | 310 | 18.00 | 5,580.00 |
| Disc | Less: Texas Buy Board, 5% | | -328.50 | -328.50 |
| Freight | Freight/Shipping Charges, 3 trucks | | 5,316.00 | 5,316.00 |
| INSTALLATION | | | | |
| Install | Installation of Playground Equipment | | 21,988.00 | 21,988.00 |
| Receiving/Unloading | Receive, Unload and Transport Equipment to Site. | | 437.50 | 437.50 |
| Install | Installation of Wood Mulch | 310 | 13.75 | 4,262.50 |
| Inspection | Safety Inspection by third party | | 1,812.50 | 1,812.50 |

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Quote prepared by Anna Tapia
Anna@exerplay.com Page 1

TOTAL

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505.281.0155
Toll Free 800.457.5444
www.exerplay.com



DATE 5/31/2013 NUMBER AT053013-3
TERMS: Net 30

QUOTATION prepared for:

City of El Paso
Attn: Gloria Venzor
venzorga@elpasotexas.gov

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
Texas Buy Board Contract #346-10
Please fax to 505-281-0155

| ITEM | DESCRIPTION | QTY | COST | TOTAL |
|------|-------------|-----|------|-------|
|------|-------------|-----|------|-------|

| | | | | |
|-------|--|--|--|------|
| Notes | Pricing is for the above listed equipment only and does not include storage, security, site preparation, security fencing, or any applicable bonds or permits. Site must be clean, level and blue-staked prior to installation. Pricing is good for 30 days. | | | 0.00 |
|-------|--|--|--|------|

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457.5444
 www.exerplay.com



Magoffin Park

DATE: 3/12/2013
 NUMBER: AT031213-2
 TERMS: Progress Draws

QUOTATION prepared for:

City of El Paso
 Attn: Jose Ortiz
 ortizja@elpasotexas.gov

Please Issue Purchase Order to:

Exerplay, Inc
 PO Box 1160, Cedar Crest, NM 87008
 Texas Buy Board Contract #346-10
 Please fax to 505-281-0155

| ITEM | DESCRIPTION | QTY | COST | TOTAL |
|--|--|-----|-----------|-----------|
| PROJECT: EL PASO, MAGOFFIN PARK | | | | |
| LANDSCAPE STRUCTURES, INC. | | | | |
| PlayBooster | Per Drawing #Magoffin Park 1-5-1 including signs | 1 | 35,735.00 | 35,735.00 |
| DISC - BUY BOARD | Buy Board Discount, 346-10 | | -5.00% | -1,786.75 |
| Freight | Freight/Shipping Charges (150- -13) | | 2,760.00 | 2,760.00 |
| Zeager Brother's Wood Mulch | | | | |
| Wood Mulch | Playground Quality Wood Mulch, per Cubic Yard. | 63 | 18.00 | 1,134.00 |
| DISC - BUY BOARD | Buy Board Discount, 346-10 | | -5.00% | -56.70 |
| Freight | Freight/Shipping Charges | | 1,814.00 | 1,814.00 |
| INSTALLATION | | | | |
| Install | Installation of LSI Playground Equipment | | 11,825.00 | 11,825.00 |
| Install | Installation of Zeager Wood Mulch, 63 Cu Yards | | 907.00 | 907.00 |
| Inspection | Safety Inspection, 3rd Party | | 1,812.50 | 1,812.50 |
| Notes | Pricing is for the above listed equipment only, and installation of LSI equipment and Zeager Wood mulch. DuMor site furnishings to be installed by others. Pricing does not include site preparation or abnormal digging conditions. Site must be level and utility staked before installer arrives. Vehicle access must be provided to site, and although all precautions will be taken to prevent damage to site, Exerplay and installer is not responsible should damage occur. For Bonding, please add \$1,666.00 to quote. Pricing is good for 30 days. | | | 0.00 |

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Quote prepared by Anna Tapia
 Anna@exerplay.com

TOTAL \$54,144.05

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457.5444
 www.exerplay.com



DATE: 5/31/2013
 NUMBER: AT053113-1
 TERMS: Net 30

Radford Park

QUOTATION prepared for:

El Paso, City of
 Attn: Eddie Vargas
 Vargasex@elpasotexas.gov

Please Issue Purchase Order to:

Exerplay, Inc
 PO Box 1160, Cedar Crest, NM 87008
 fax to 505-281-0155 or
 email to: Anna@Exerplay.com

| ITEM | DESCRIPTION | QTY | COST | TOTAL |
|--|---|-----|-----------|-----------|
| PROJECT: CONCEPT 1 DESIGN FOR RADFORD PARK | | | | |
| LANDSCAPE STRUCTURES, INC. | | | | |
| 5-12 YEAR AREA | | | | |
| PlayBooster | Per Drawing #1-1-1, 4450 lbs | 1 | 44,685.00 | 44,685.00 |
| LSI 177330A | 5" Arch Wing Frame, 8' Beam Height, 204 lbs | 1 | 2,335.00 | 2,335.00 |
| LSI 174018A | Belt Seat and ProGuard Chains for 8' Beam, 8 lbs. | 2 | 99.00 | 198.00 |
| LSI 182503C | Welcome Sign, DB, 5-12 years, 24 lbs | 1 | 0.00 | 0.00 |
| LSI | CL125913 Evos 5-12 Age Sign | 1 | 875.00 | 875.00 |
| 2-5 YEAR AREA | | | | |
| PlayBooster | Per Drawing #1-1-2, | 1 | 20,380.00 | 20,380.00 |
| LSI 164075B | Double Bobble Rider, Direct Bury, 131 lbs. | 1 | 1,545.00 | 1,545.00 |
| LSI 176038G | Full Bucket Seat with ProGuard Chains for Toddler Swing, 11 lbs. | 2 | 240.00 | 480.00 |
| LSI 177336A | Toddler Swing Frame, 136 lbs. | 1 | 895.00 | 895.00 |
| LSI 182503A | Welcome Sign, Ages 2-5 Years, Direct Bury, 24 lbs. | 1 | 0.00 | 0.00 |
| LSI | CL125913 Evos 2-5 Age Sign | 1 | 875.00 | 875.00 |
| HEALTH BEAT EQUIPMENT | | | | |
| LSI 161314B | AB Crunch/Leg Lift, Surface Mount, 104 lbs. | 1 | 1,900.00 | 1,900.00 |
| LSI 161316B | Assisted Row/Push-up, Surface Mount, 122 lbs | 1 | 1,900.00 | 1,900.00 |
| LSI 161315B | Balance Steps, Surface Mount, 143 lbs. | 1 | 2,665.00 | 2,665.00 |
| LSI 161317B | Plyometrics, Surface Mount, 208 lbs | 1 | 2,665.00 | 2,665.00 |
| LSI 161313B | Pull-Up/Dip, Surface Mount, 106 lbs | 1 | 1,900.00 | 1,900.00 |
| LSI 161310B | Squat Press, Surface Mount, 143 lbs | 1 | 4,310.00 | 4,310.00 |
| | Sub-Total | | | 87,608.00 |
| DISC - BUY BOARD | Buy Board Discount, 346-10 | | -5.00% | -4,380.40 |
| Freight | Freight/Shipping Charges | | 5,520.00 | 5,520.00 |
| BASKETBALL EQUIPMENT | | | | |
| PW Custom | PW Custom Post with open brace post, to be filled with concrete by others | 2 | 250.00 | 500.00 |
| PW 45 | Heavy Duty Double Rim with Super Nylon Net | 2 | 86.00 | 172.00 |
| PW 19 | Heavy Duty Rectangle Backboard, Aluminum, powder-coated white | 2 | 837.00 | 1,674.00 |
| DISC - BUY BOARD | Buy Board Discount, 346-10 | | -154.10 | -154.10 |
| Freight | Freight/Shipping Charges | | 736.00 | 736.00 |

RCP SHELTERS, delivered to accessible site, if all shipped together

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Quote prepared by Anna Tapia
 Anna@exerplay.com

TOTAL

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457.5444
 www.exerplay.com



DATE: 5/31/2013
 NUMBER: AT053113-1
 TERMS: Net 30

QUOTATION prepared for:

El Paso, City of
 Attn: Eddie Vargas
 Vargasesx@elpasotexas.gov

Please Issue Purchase Order to:

Exerplay, Inc
 PO Box 1160, Cedar Crest, NM 87008
 fax to 505-281-0155 or
 email to: Anna@Exerplay.com

| ITEM | DESCRIPTION | QTY | COST | TOTAL |
|---|---|-----|-----------|-----------|
| RCP | Model AS-H2440-2T-04-MG 24' x 40' 24' x 40' All Steel Two Tiered Hip Shelter | 1 | 34,209.00 | 34,209.00 |
| RCP | Model AS-TR1010-09 10' x 10' All Steel Trellis w 9' entry height | 2 | 7,395.00 | 14,790.00 |
| DISC - BUY BOARD | Buy Board Discount, 346-10, less 5% | | -2,449.95 | -2,449.95 |
| KAY PARK RECREATION | | | | |
| KP MMKIT | Complete Station, Mutt Mitt Dispenser, Post, Mitts, Sign | 2 | 255.00 | 510.00 |
| DISC - BUY BOARD | Buy Board Discount, 346-10 | | -5.00% | -25.50 |
| Freight | Freight/Shipping Charges | | 125.00 | 125.00 |
| DUMOR SITE FURNISHINGS | | | | |
| Dumor 59-60 | 6' All-Steel Bench, 198 lbs, 2 ARMS | 9 | 825.00 | 7,425.00 |
| DuMor 89-32 | 32 Gallon Trash Receptacle, EMBEDDED S-1 | 6 | 795.00 | 4,770.00 |
| Dumor CVR-30-FTO | Large Steel Cover with 10" Opening | 6 | 0.00 | 0.00 |
| DuMor 125-30/S-1 | Bike Rack, Holds 7 Bikes, 139 lbs | 2 | 446.00 | 892.00 |
| DuMor 68-746-3/S-1 | 42" Dia Stl Table, 3 Perf STS, EMBEDDED | 2 | 1,803.00 | 3,606.00 |
| DuMor 68-746-4/S-1 | 42" Dia Stl Table, 4 Perf STS, EMBEDDED | 5 | 2,140.00 | 10,700.00 |
| DISC - BUY BOARD | Buy Board Discount, 346-10 5% | | -1,369.65 | -1,369.65 |
| SAFETY SURFACING- ZEAGER BROS WOOD MULCH | | | | |
| Wood Mulch | Playground Wood Mulch, per Cubic Yard. | 375 | 18.00 | 6,750.00 |
| DISC - BUY BOARD | Buy Board Discount, 346-10 | | -5.00% | -337.50 |
| Freight | Freight/Shipping Charges | | 7,088.00 | 7,088.00 |
| INSTALLATION, AS LISTED BELOW ONLY, ALL NOT LISTED TO BE INSTALLED BY OTHERS | | | | |
| Install | Installation of Playground Equipment | | 23,488.00 | 23,488.00 |
| Install | Installation of HealthBeat Equipment | | 4,219.00 | 4,219.00 |
| Install | Installation of Wood Mulch | 375 | 13.75 | 5,156.25 |
| Install | Installation of Basketball Equipment | | 1,100.00 | 1,100.00 |
| Unloading / Recieving | Unload Playground and HealthBeat equipment at delivery, transport to site at time of installation | | 375.00 | 375.00 |
| Audit | Playground Safety Audit by third party | | 1,812.50 | 1,812.50 |
| Notes | Pricing is for the above listed equipment only and listed installation only. Does not include storage, security, site preparation, security fencing, or any applicable taxes, bonds or permits. | | | 0.00 |

Pricing is good for 30 days.

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Quote prepared by Anna Tapia
 Anna@exerplay.com

TOTAL

\$214,508.65

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457.5444
 www.exerplay.com



SANDSTONE
 RANCH Phase II

DATE NUMBER
 5/30/2013 AT053013-1
 TERMS: Progress Draws

QUOTATION prepared for:

City of El Paso
 Attn: Gloria Venzor
 venzorga@elpasotexas.gov

Please Issue Purchase Order to:

Exerplay, Inc
 PO Box 1160, Cedar Crest, NM 87008
 Texas Buy Board Contract #346-10
 Please fax to 505-281-0155

| ITEM | DESCRIPTION | QTY | COST | TOTAL |
|--|--|-----|-----------|-----------|
| PROJECT: Sandstone Ranch, Phase II, OPTION 3 | | | | |
| LANDSCAPE STRUCTURES, INC. | | | | |
| PlayBooster | Per Drawing # 1-2 | 1 | 45,320.00 | 45,320.00 |
| LSI 177330A | 5" Arch Wing Frame, 8' Beam Height, 204 lbs | 1 | 2,335.00 | 2,335.00 |
| LSI 177331A | 5" Arch Swing Frame Additional Bay, 8' Beam, 124 lbs | 1 | 1,430.00 | 1,430.00 |
| LSI 174018A | Belt Seat and ProGuard Chains for 8' Beam, 8 lbs. | 2 | 99.00 | 198.00 |
| LSI 176038G | Full Bucket Seat with ProGuard Chains for Toddler Swing, 11 lbs. | 1 | 240.00 | 240.00 |
| LSI 177351A | Molded Bucket Seat w/Harness, ProGuard Chains for 8' Beam Height, 48 lbs. | 2 | 655.00 | 1,310.00 |
| LSI 177337A | Toddler Swing Add-On Beam | 1 | 410.00 | 410.00 |
| LSI 182503C | Welcome Sign, DB, 24 lbs (250.00 value) | 1 | 0.00 | 0.00 |
| | Sub-Total | | | 51,243.00 |
| Disc | Less: Texas Buy Board Discount | | -5.00% | -2,562.15 |
| Freight | Freight/Shipping Charges, 150-216-13 | | 3,480.00 | 3,480.00 |
| ZEAGER BROTHERS WOOD MULCH SAFETY SURFACING | | | | |
| Wood Mulch | Playground Wood Mulch, per Cubic Yard. | 180 | 18.00 | 3,240.00 |
| DISC - BUY BOARD | Buy Board Discount, 346-10 | | -5.00% | -162.00 |
| Freight | Freight/Shipping Charges | | 3,545.00 | 3,545.00 |
| INSTALLATION | | | | |
| Install | Installation of Playground Equipment, including receipt of equipment at delivery and transport to site at time of installation | | 16,655.00 | 16,655.00 |
| Install | Installation of Wood Mulch | 180 | 13.75 | 2,475.00 |
| AUDIT | | | | |
| Audit | Playground Audit by Third Party | | 1,812.50 | 1,812.50 |
| Notes | Pricing is good for 30 days. | | | 0.00 |

REP
 NT

Quote prepared by Anna Tapia
 Anna@exerplay.com

TOTAL

\$79,726.35

Quotation

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.

Cheryl Ladd
Punk

The PlayWell Group

Toll free: (800) 726-1816

Free Fax: (800) 560-9150

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

City of El Paso
Eddie Vargas
2 Civic Center Plaza
9th Floor
EL PASO TX 79901
UNITED STATES
Tel: (915)-474-7352

5/31/2013

TERMS AND CONDITIONS

PRICES AND PROJECT QUOTATION

PRICES shown in all of our Quotations are subject to change without notice. All shipments are subject to price in effect at time of shipment.
QUOTATION: Is for acceptance within a maximum of 30 days from date of Quotation and prices are guaranteed only for materials which can be scheduled and shipped within one year from date of quotation.

TERMS, TAXES AND INVOICES

TERMS: All invoices are due net within 30 days. If legal action is necessary to enforce payment, purchaser will pay any court costs and reasonable attorney fees.

Full payment is required on material ordered under \$1000.00, no exceptions. Visa, MasterCard, and American Express accepted. Please disregard if you have established prior credit with us.

FREIGHT AND DELIVERY

All shipment is F.O.B Factory, except where specifically stated otherwise. Delivery of materials is six weeks from the order date, plus a few days for transit. Every effort is made to comply with scheduled shipping dates: The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its materials due to causes beyond the control of the Company.

RETURNED GOODS AND/OR CANCELLATION

No material shall be returned without written permission. When granted, no credit will be issued until purchaser supplies correct invoice number and date covering original shipment or material. All credits, when issued, are subject to 25% restocking charge; and charges necessary to put the material back in saleable condition, any outgoing freight charges paid by The PlayWell Group, Inc. Orders cancelled prior to shipment will be charged 10% of the material price. Once the material has been installed, no refund will be granted.

STATE OF TEXAS HISTORICALLY

Underutilized Business Certification - The PlayWell Group, Inc. is certified by the Texas Building & Procurement Commission as an Historically Underutilized Business (HUB). A copy of the certificate is available upon request.

INSTALLATION NOT INCLUDED

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

Material will be ordered immediately upon receipt of written approval. Please fax all pages included color choices, if necessary and confirm shipping address.

QUOTE #: _____ DATE: _____

SIGNATURE: _____

The PlayWell Group

QUOTATION

Toll free: (800) 726-1816

Free Fax: (800) 560-9150

New Mexico
9430 San Mateo, NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

SQ-32793

5/31/2013

Customer

Contact

Ship To

City of El Paso
2 Civic Center Plaza
EL PASO TX 79901
UNITED STATES

City of El Paso
Eddie Vargas
2 Civic Center Plaza
9th Floor
EL PASO TX 79901
UNITED STATES
Tel: (915)-474-7352

City of El Paso/Cheryl Ladd
Park
Dean Martin Dr. &
Cheryl Ladd Ct.
EL PASO TX 79936
UNITED STATES

Account

Terms

Due Date

Account Rep

Schedule Date

99

NET 30

6/30/2013

Jeffery Popenoe

7/30/2013

Quotation

PO #

Reference

Ship VIA

SQ-32793

Default Carrier

| L Item | Description | Qty | Price | UM | Discount | Amount |
|--------|---|-----|-------------|----|------------|-------------|
| 1 | BuyBOARD | 1 | \$0 | EA | | \$0.00 |
| 2 | This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts As Listed On Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc. Contract # 346-10. Expires 09/30/2013 | | | | | |
| 4 | PWS-01-1305.5D | 1 | \$31,816.00 | EA | \$6,596.00 | \$25,220.00 |
| 5 | PWS-01-1305.4B | 1 | \$16,508.00 | EA | \$3,422.39 | \$13,085.61 |
| 6 | PWS-ZZXX0135 | 1 | \$5,971.00 | EA | \$509.00 | \$5,462.00 |
| 7 | PWS-ZZXX0136 | 1 | \$10,917.00 | EA | \$932.00 | \$9,985.00 |
| 8 | PWS-ZZXX0137 | 1 | \$4,264.00 | EA | \$364.00 | \$3,900.00 |
| 9 | PWS-ZZXX0138 | 2 | \$3,241.00 | EA | \$552.00 | \$5,930.00 |
| 10 | PWS-SWG-7T | 1 | \$1,132.00 | EA | \$234.00 | \$898.00 |
| 11 | PWS-SWG-ARC-500 | 1 | \$2,020.00 | EA | \$418.00 | \$1,602.00 |
| 12 | PWS-ZZXX0165 | 1 | \$655.00 | EA | \$135.00 | \$520.00 |
| 13 | PWS-ZZXX0175 | 1 | \$655.00 | EA | \$135.00 | \$520.00 |
| 14 | YRC-SHIP | 1 | \$7,676.45 | EA | | \$7,676.45 |
| 15 | | | | | | |
| 16 | PWS-ENERGI-5-SM | 1 | \$15,832.00 | EA | \$3,282.00 | \$12,550.00 |
| 17 | YRC-SHIP | 1 | \$1,482.38 | EA | | \$1,482.38 |
| 18 | | | | | | |

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Page 2

Sub Total \$88,831.44

Customer PO No. _____

Approved By: _____ Date: _____

The PlayWell Group

QUOTATION

Toll free: (800) 726-1816
 New Mexico
 9430 San Mateo, NE, Unit G
 Albuquerque, NM 87113
 (505) 899-1762

Free Fax: (800) 560-9150
 Texas
 4743 Iberia Ave., Suite C
 Dallas, TX 75207
 (972) 488-9355

SQ-32793 5/31/2013

Customer

Contact

Ship To

City of El Paso
 2 Civic Center Plaza
 EL PASO TX 79901
 UNITED STATES

City of El Paso
 Eddie Vargas
 2 Civic Center Plaza
 9th Floor
 EL PASO TX 79901
 UNITED STATES
 Tel: (915)-474-7352

City of El Paso/Cheryl Ladd
 Park
 Dean Martin Dr. &
 Cheryl Ladd Ct.
 EL PASO TX 79936
 UNITED STATES

Account

Terms

Due Date

Account Rep

Schedule Date

99

NET 30

6/30/2013

Jeffery Popenoe

7/30/2013

Quotation

PO #

Reference

Ship VIA

SQ-32793

Default Carrier

5/31/2013
 2:09:28PM

| L Item | Description | Qty | Price | UM | Discount | Amount |
|--------|--|-----|-------------|----|------------|-------------|
| 19 | ZEA-Woodcarpet | 350 | \$18.00 | CY | \$752.50 | \$5,547.50 |
| 20 | SH | 1 | \$6,153.43 | EA | | \$6,153.43 |
| 21 | | | | | | |
| 22 | PWA-2219-21 | 1 | \$746.00 | EA | \$46.00 | \$700.00 |
| 23 | PWA-8361-20 | 1 | \$119.00 | EA | \$7.00 | \$112.00 |
| 24 | PWA-1525 | 2 | \$448.00 | EA | \$56.00 | \$840.00 |
| 25 | PWA-30 | 2 | \$568.00 | EA | \$70.00 | \$1,066.00 |
| 26 | PWA-41 | 2 | \$200.00 | EA | \$24.00 | \$376.00 |
| 27 | PWA-34 | 2 | \$11.00 | EA | \$1.00 | \$21.00 |
| 28 | SH | 1 | \$277.30 | EA | | \$277.30 |
| 29 | | | | | | |
| 30 | H-GACBuy | 1 | \$0.00 | EA | | \$0.00 |
| 31 | H-GACBuy is a "Government-to-Government" procurement service for States, State Agencies, Local Government Districts, Authorities and Not-for-Profit Corporation. Pricing reflects H-GACBuy discount. The PlayWell Group, Inc. Contract PR11-12 Expires 10/31/2014. | | | | | |
| 32 | ICO-HX40-9M-P4 | 1 | \$19,423.00 | EA | \$1,214.00 | \$18,209.00 |
| 33 | SH | 1 | \$2,279.18 | EA | | \$2,279.18 |

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Page 3

Sub Total \$35,581.41

Running Sub Total \$124,412.85

Customer PO No. _____

Approved By: _____ Date: _____

The PlayWell Group

QUOTATION

Toll free: (800) 726-1816

Free Fax: (800) 560-9150

New Mexico
9430 San Mateo, NE, Unit G
Albuquerque, NM 87118
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

SQ-32793

5/31/2013

Customer

Contact

Ship To

City of El Paso
2 Civic Center Plaza
EL PASO TX 79901
UNITED STATES

City of El Paso
Eddie Vargas
2 Civic Center Plaza
9th Floor
EL PASO TX 79901
UNITED STATES
Tel: (915)-474-7352

City of El Paso/Cheryl Ladd
Park
Dean Martin Dr. &
Cheryl Ladd Ct.
EL PASO TX 79936
UNITED STATES

Account

Terms

Due Date

Account Rep

Schedule Date

99

NET 30

6/30/2013

Jeffery Popenoe

7/30/2013

Quotation

PO #

Reference

Ship VIA

SQ-32793

Default Carrier

| L Item | Description | Qty | Price | UM | Discount | Amount |
|--------|---|-----|-------------|----|----------|-------------|
| 34 | | | | | | |
| 35 | PEM-PFT34 Paris Premier 34 Gal Flare Trash Recpt | 6 | \$1,275.00 | EA | \$382.50 | \$7,267.50 |
| 36 | PEM-P-LEG Paris Premier Inground Leg | 82 | \$20.00 | EA | \$82.00 | \$1,558.00 |
| 37 | PEM-PA6 Paris 6' Premier Bench | 16 | \$1,160.00 | EA | \$928.00 | \$17,632.00 |
| 38 | PEM-BRBC8 Paris Coil Bike Rack | 1 | \$550.00 | EA | \$27.50 | \$522.50 |
| 39 | PEM-PPS-APP Paris Premier Sq. Pedestal ADA Table, Surface Mount | 3 | \$1,590.00 | EA | \$238.50 | \$4,531.50 |
| 40 | PEM-PPS4PPSMCB Paris Premiere Single Pedestal Table w/Checkboard, Surface Mount | 3 | \$1,895.00 | EA | \$284.25 | \$5,400.75 |
| 41 | PEM-PPS-4PP Paris Premier Sq Pedestal Table, 4 Benches, Surface Mount | 9 | \$1,775.00 | EA | \$798.75 | \$15,176.25 |
| 42 | PEM-TLSF3 Paris Steel Lid for 32 Gal Trash Recept. | 6 | \$90.00 | EA | \$27.00 | \$513.00 |
| 43 | SH Shipping & Handling | 1 | \$5,916.46 | EA | | \$5,916.46 |
| 44 | | | | | | |
| 4 | IHAN-Install H&P Installation of Playground Equipment | 1 | \$24,979.14 | EA | | 24,979.14 |
| 7 | IHDC-REC-STORE EcoReach Receiving and Storage Playground Equipment | 1 | \$3,114.84 | EA | | \$3,114.84 |
| 9 | IHDC-INSTALL Eco Reach Installation of Wood Fiber | 350 | \$13.16 | EA | | \$4,606.00 |

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Tax Details
EXEMPT \$0.000

Taxable

\$0.00

Customer PO No. _____

Approved By: _____ Date: _____

Total Tax

\$0.00

Exempt

\$215,630.79

Total

\$215,630.79

Balance

\$215,630.79

*M. Joffe
Park*

The PlayWell Group

Toll free: (800) 726-1816

Free Fax: (800) 560-9150

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

4/18/2013

City of El Paso
Jose Ortiz
2 Civic Center Plaza
EL PASO TX 79901
UNITED STATES
Tel: (915)-541-4078
Fax: (915)-541-4355

Thank You for Choosing, The PlayWell Group, for all Your Park and Play Needs! Your Business is Appreciated!

Warning

Surfacing Required! IMPORTANT! The PlayWell Group and Playworld Systems, Inc. strongly recommends the use of resilient surfacing material under and around all playground equipment. Refer to the Consumer Protection Safety Commission's Publication Number 325, Handbook for Public Playground Safety, for suggested guidelines. See catalog for use zone dimensions.

Owner's Responsibility

All playground equipment and surfaces must be maintained and/or inspected on a regular basis. The recommended minimum is once a week. Educate users in safe use of play equipment. Information signage is highly recommended to inform adults of their playground supervision responsibilities.

Delivery Time Varies Depending on Manufacturer. Please refer to Quote to find Specific Time.

DelvTerms

F.O.B. SITE

Title to all goods passes to the customer at the time of shipment from the manufacturer. All quoted ship dates are approximate and contingent upon manufacture's shipping schedules or other causes beyond our control. PRODUCTS ARE SHIPPED KNOCKED DOWN. CUSTOMER IS RESPONSIBLE FOR ASSISTING IN UNLOADING, STORAGE AND INSTALLATION OF MATERIALS UNLESS OTHERWISE STATED.

Terms & Conditions

New accounts, nontax funded customers: 50% deposit and provide credit application. Balance due net 15 days or upon completion if installed by PlayWell. Bonded public project terms: Bonding information and credit application required. Deposit may be required. Late penalties may apply.

Full payment due on all orders under \$1,000.00 No Exceptions

ACTS OF GOD OR NON-PRODUCT PROJECT DELAYS SHALL NOT VOID THE ABOVE TERMS!

CancelPolicy

THANK YOU FOR YOUR BUSINESS!

Your equipment will be ordered immediately upon receipt of written approval. Order changes will delay shipment up to 6 weeks. All orders cancelled prior to shipment will be charged 10% of the equipment price. Orders cancelled after shipment but prior to installation will be charged delivery and return shipping and handling fees plus a 25% restocking fee. No refunds will be given on installed equipment.

Installation Is Not Included On This Quote

A separate installation quote must be included with your order if installation is required. Installation is not included in any price listed on this quote.

Please sign below to acknowledge acceptance of these terms.

QUOTE #: _____ DATE: _____

SIGNATURE: _____

The PlayWell Group

Toll free: (800) 726-1816

Free Fax: (800) 560-9150

New Mexico
 9430 San Mateo., NE, Unit G
 Albuquerque, NM 87113
 (505) 899-1762

Texas
 4743 Iberia Ave., Suite C
 Dallas, TX 75207
 (972) 488-9355

| QUOTATION | |
|-----------|-----------|
| SQ-32327 | 4/18/2013 |

| | | |
|--|--|---|
| Customer | Contact | Ship To |
| City of El Paso 2 Civic Center Plaza EL PASO TX 79901 UNITED STATES | City of El Paso Jose Ortiz 2 Civic Center Plaza EL PASO TX 79901 UNITED STATES Tel: (915)-541-4078 Fax: (915)-541-4355 | City of El Paso/Magoffin Park TBD EL PASO TX 79999 UNITED STATES |

| | | | | |
|------------------|--------------|------------------|--------------------|-------------------------------|
| Account | Terms | Due Date | Account Rep | Schedule Date |
| 99 | NET 30 | 5/18/2013 | Jeffery Popenoe | 6/18/2013 |
| Quotation | PO # | Reference | Ship VIA | Page Printed |
| SQ-32327 | | | Default Carrier | 2 4/18/2013 8:58:44AM |

| L | Item | Description | Qty | Price | UM | Discount | Amount |
|---|----------------|--|-----|-------------|----|------------|-------------|
| 1 | BuyBoard | BUYBOARD | 1 | \$0.00 | EA | | \$0.00 |
| 2 | | This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts As Listed On Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc.Contract # 346-10. Expires 09/30/2013 | | | | | |
| 3 | | | | | | | |
| 4 | ICO-HX24M2C-P8 | Icon Hexagonal Shelter 24 ga Pre-Cut Multi-Rib Metal Roof Panel (Ribs at 12" Center), 8:12 Roof Slope, CC1-12 Craftsman Quad Columns, Overhead Liner Ornamentations, (5) Sides Linear Handrails, HX3216-P16 Sheet Metal Cupola, Engineered Plans, Anchor Bolts & Templates Included | 1 | \$33,907.00 | EA | \$1,695.35 | \$32,211.65 |
| 5 | ICO-POWDERCOAT | ICON Optional Powder Coat Finish | 1 | \$6,240.00 | EA | \$312.00 | \$5,928.00 |
| 6 | SH | Shipping & Handling | 1 | \$3,440.58 | EA | | \$3,440.58 |
| 7 | | | | | | | |

| | | | |
|---|--------------------|------------------|-------------|
| This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell. Customer PO No. _____ Approved By: _____ Date: _____ | Tax Details | Balance | \$0.00 |
| | EXEMPT \$0.000 | | |
| | | Total Tax | \$0.00 |
| | | Exempt | \$41,580.23 |
| | | Total | \$41,580.23 |

5931JB (1900JB) RUST PRO HIGH GLOSS INDUSTRIAL MAINTENANCE ENAMEL

A premium quality enamel that produces a rust inhibitive, bright, high gloss finish. It is especially designed for industrial maintenance and new construction applications. This multi purpose enamel is ideal for most industrial environments including machinery, farm implements, safety equipment, and railings.

Benefits:

- Rust resistant and fade resistant.
- Smooth flowing and easy to apply.
- Excellent hardness and durability.
- Outstanding adhesion to all metal surfaces inside and out.

Surface Preparation and Primer Recommendations

INTERIOR

| Surface | Preparation | Primer |
|--------------------|-------------|--------|
| Wood | KPS1, KPS2 | KSU1 |
| Drywall | KPS6 | KSU3 |
| Concrete / Masonry | KPS4 | KSU2 |
| CMU | KPS5 | KSU2 |
| Ferrous Metal | KPS7 | KSU4 |
| Non-Ferrous Metal | KPS8 | KSU4 |

EXTERIOR

| Surface | Preparation | Primer |
|---------------------|-------------|--------|
| Wood | KPS9 | KSU1 |
| Drywall | KPS14 | KSU7 |
| Concrete / Masonry | KPS12 | KSU5 |
| CMU | KPS13 | KSU5 |
| Hardboard Siding | KPS10 | KSU6 |
| Cementitious Siding | KPS11 | KSU6 |
| Ferrous Metal | KPS15 | KSU4 |
| Non-Ferrous Metal | KPS16 | KSU4 |

*All surfaces must be sound, dry, clean and free from dirt, oil, wax grease, mildew, loose or peeling paint and other foreign material.

These suggestions and data are based on information we believe to be reliable. They are offered in good faith and limited guarantee, as conditions and methods of use of our products are beyond our control. We recommend that the prospective user determine the suitability of our materials and suggestions before adopting them. Specifications subject to change without notice.

July 16, 2008

3900 Joliet Street Denver CO 80239
T + 800-383-8406
F + 303-373-5688

Kwal Paint

MPI 9, 48

Where to Use:

- Recommended for properly prepared interior or exterior drywall, concrete, masonry, cement, plaster, wood, and metal.

Colors: White and light to dark custom Color Life colors.

Type/Thinner: Alkyd/Solvent. This product is packaged ready to use.

Type: Alkyd resin.

Finish: High Gloss

Sheen: 85% + @ 60°

Solids by Volume: 44.35%

How to Apply:

- Stir well with lifting motion
- Apply by brush, roller or airless spray

Surface Temp: Temperature should be above 50°F and below 95°F. Avoid frost, fog and damp conditions.

Coverage: 480 ft² @ 1.5 MIL dry film

*Coverage will vary depending on application method, surface texture, porosity and color.

Drying Time: Dries to the touch in 6 hours, may be re-coated after 12 hours. Drying time will vary depending on temperature, air circulation and humidity.

VOC: Maximum of 450g/l

Clean-Up: Clean all application equipment with mineral spirits.

CAUTION: Rags used with flammable solvents for clean up should be disposed of in a proper fire resistant container to help prevent spontaneous combustion or ignition from an outside source, such as welding, sparks or pilot lights.

Comex Group

PRODUCT NAME: RUST-PRO ALKYD HIGH GLOSS ENAMEL

HMIS CODES: H F R P

MATERIAL SAFETY DATA SHEET

PRODUCT CODE: 5931JB and 1900JB

2 2 11

SECTION I - MANUFACTURER IDENTIFICATION

MANUFACTURER'S NAME: KWAL-HOWELLS INC.

ADDRESS: 3900 JOLIET STREET, DENVER, CO 80239

EMERGENCY PHONE: 888-671-7846

INFORMATION PHONE: 303-371-5800

DATE REVISED: 07-16-2008

NAME OF PREPARER: T. SNIDER

REASON REVISED: REVISED

SECTION II - HAZARDOUS INGREDIENTS/SARA III INFORMATION

| HAZARDOUS COMPONENTS | OCCUPATIONAL EXPOSURE LIMITS | | VAPOR PRESSURE | | WEIGHT |
|----------------------|------------------------------|----------|----------------|----------------------------|--------|
| | CAS NUMBER | OSHA PEL | ACGIH TLV | OTHER mm HG @ Temp Percent | |
| *Mineral Spirits | 64742-47-8 | 100 PPM | 100 PPM | N/A | N/A 8 |

*Indicates toxic chemical(s) subject to the reporting requirements of section 313 of Title III and of 40 CFR 372.

SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS

BOILING POINT: 320 F

SPECIFIC GRAVITY (H2O=1): 1.14

VAPOR DENSITY: Heavier than air

EVAPORATION RATE: Slower than ether

COATING V.O.C.: 3.66 lb/gal (438 gms/L)

MATERIAL V.O.C.: 3.66 lb/gal (438 gms/L)

SOLUBILITY IN WATER: Insoluble

APPEARANCE AND ODOR: White liquid, solvent odor.

SECTION IV - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT: 105 deg F METHOD USED: T.C.C.

FLAMMABLE LIMITS IN AIR BY VOLUME - LOWER: .06% UPPER: N/A

EXTINGUISHING MEDIA: Foam, alcohol foam, CO2, dry chemical

SPECIAL FIREFIGHTING PROCEDURES: Full protective equipment, including a self-contained breathing apparatus, should be used. Water may be used to cool closed containers to prevent pressure build up and possible auto-ignition or explosion when exposed to extreme heat.

UNUSUAL FIRE AND EXPLOSION HAZARDS: Keep containers tightly closed, isolate from heat, electrical equipment, sparks and open flame. Closed containers may explode when exposed to extreme heat. During emergency conditions, over exposure to decomposition products may pose a health hazard.

SECTION V - REACTIVITY DATA

STABILITY: Stable

CONDITIONS TO AVOID: Extreme heat, sparks or flame.

INCOMPATIBILITY (MATERIALS TO AVOID): Strong oxidizing materials.

HAZARDOUS DECOMPOSITION OR BYPRODUCTS: Incomplete combustion can produce carbon monoxide.

HAZARDOUS POLYMERIZATION: Will not occur.

SECTION VI - HEALTH HAZARD DATA

INHALATION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: Inhalation of high concentrations of vapor may lead to nasal irritation, headache, nausea, asphyxiation or unconsciousness.

SKIN AND EYE CONTACT HEALTH RISKS AND SYMPTOMS OF EXPOSURE: Repeated contact can defat skin causing irritation and dermatitis. Eye contact can cause severe irritation, redness, tearing or blurred vision.

SKIN ABSORPTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: None known at this time

INGESTION HEALTH RISKS AND SYMPTOMS OF EXPOSURE: Swallowing can cause gastrointestinal irritation, nausea, vomiting and diarrhea. Vomiting can result in aspiration of material into the lungs which can cause chemical pneumonitis.

HEALTH HAZARDS (ACUTE AND CHRONIC): ACUTE: (SHORT TERM) Over exposure can cause eye and skin irritation. Inhalation can cause acute nervous system depression characterized by nasal irritation, headache, dizziness, confusion or unconsciousness.

CHRONIC: (LONG TERM) Repeated and prolonged overexposure to vapors may cause kidney or liver damage, permanent brain and central nervous system damage, and other serious health problems.

CARCINOGENICITY: NTP? YES IARC MONOGRAPHS? YES OSHA REGULATED? NO

Laboratory studies with rats have shown that petroleum distillates cause kidney and liver damage or tumors. Several studies evaluating petroleum workers have not shown significant increases of kidney damage, nor kidney or liver tumors.

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE: None known at this time.

EMERGENCY AND FIRST AID PROCEDURES

INHALATION: Remove to fresh air. If breathing has stopped, apply artificial respiration. Consult a physician.

EYE CONTACT: Wash eyes with clean water for at least 15 minutes. Consult a physician.

SKIN CONTACT: Wash affected areas with soap and water. Remove contaminated clothing. Consult a physician if irritation persists.

INGESTION: Drink 1 or 2 glasses of water to dilute. Do not induce vomiting! Consult a physician or poison control center immediately.

SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED: Ventilate the area. Remove all sources of ignition (flame, hot surfaces, electrical, static or frictional sparks). Avoid skin contact and breathing vapors. Contain and remove with inert absorbent and non-sparking tools.

WASTE DISPOSAL METHOD: Do not allow material to contaminate ground water systems. Absorb large spills with sand, clay, or diatomaceous earth.

Dispose of in accordance with local, state and federal disposal requirements.

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING: Store in a cool, well ventilated area away from sources of ignition. Store large quantities only in buildings designed to comply with OSHA 1910.106.

OTHER PRECAUTIONS: Do not take internally. Keep out of reach of children.

SECTION VIII - CONTROL MEASURES

RESPIRATORY PROTECTION: Wear a properly fitted NIOSH/MSHA approved vapor/particulate respirator or an air supplying respirator unless ventilation is adequate to keep airborne contamination below applicable OSHA, PEL or ACGIH TLV occupational exposure limits.

VENTILATION: Provide sufficient ventilation in volume and pattern, with explosion proof equipment to keep air contaminant concentration below applicable OSHA PEL or ACGIH TLV occupational exposure limits. (SECTION II).

PROTECTIVE GLOVES: Rubber or neoprene gloves are recommended to prevent skin contact.

EYE PROTECTION: Use chemical safety goggles or face shield to prevent eye contact.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: Coveralls, gloves and hood are recommended during spray application. Protective creams may be used for ease of clean up, not for protection..

WORK/HYGIENIC PRACTICES: Wash hands before eating or using the restroom.

SECTION IX - DISCLAIMER

DISCLAIMER: As of the date of preparation of this document, the foregoing information is believed to be accurate and is provided in good faith to comply with applicable federal and state law(s). However, no warranty or representation with respect to such information is intended or given.

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS



June 4, 2013

To: Bruce D. Collins, Purchasing Manager

From: Irene D. Ramirez, P.E., Interim City Engineer,
Engineering and Construction Management Department

Signature: *Cecilia Bertolli for Irene Ramirez*

Re: Playground Equipment, BuyBoard Contract 346-10

The Engineering and Construction Management Department recommends utilizing BuyBoard Contract 346-10, to issue a \$465,528.40 purchase order to Exerplay, Inc.; \$34,574.63 to PlayPower LT Farmington, Inc. and \$257,211.02 to The PlayWell Group for playground equipment. Total expenditures are \$757,314.05. The following are the factors used to evaluate the use of this procurement program as the best approach:

1. *Is there an urgent need for the product/service? In other words, is time of the essence?*

Yes. The city currently does not have a provider on contract for playground equipment. Site work construction will start in the next few weeks. It would be ideal to have equipment delivered in conjunction with site work

2. *Does the purchase through the Program promote the standardization of equipment?*

Yes. The city needs to continue to maintain playground equipment of high quality and most importantly safety that complies with the Parks Standards for construction. The continued use of the contract would continue to promote these features as well as maintaining consistency.

3. *Does the purchase through the Program support local business? If not, is there a comparable product/service available locally?*

There are no local manufactures. The manufactures employ local contractors to install equipment

4. *Do the available vendors have prior work experience and/or familiarity with the City?*

Yes. Exerplay, Inc., PlayPower LT Farmington, Inc. and The PlayWell Group have been providing playground equipment to the City of El Paso. They are reliable vendors meeting the city's needs in a timely manner.

5. *Is the pricing reasonable as compared to other similar products/work performed for the City of El Paso in the past or as quoted from other companies?*

Price reasonableness has been established because the cooperative purchasing agency used a competitive bidding process in the awarding of the contract. The participation by the City of El Paso in the BuyBoard was approved by Mayor and City Council on March 4, 2008.

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Susie Byrd

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michiel R. Noe

District 6
Eddie Holguin Jr.

District 7
Steve Ortega

District 8
Cortney Carlisle Niland

City Manager
Joyce A. Wilson



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