



**THIRD AMENDMENT**

**Playground Equipment Repair  
Contract No. 2024-116**

This Third Amendment (“Third Amendment”) to the fully executed Playground Equipment Repair (Contract No. 2024-116) dated February 23<sup>rd</sup>, 2024 (the “Initial Contract”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Flagstaff, an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Exerplay Inc., a State of New Mexico corporation (“Contractor”).

The Parties to the Initial Contract and other amendments, hereby agree to the following:

A. The “Services” Section, Paragraph 1 – “Scope of Work” is amended to include the quote quotes dated November 6<sup>th</sup>, 2024, 6 total pages (attached hereto) for additional **Playground Equipment at Mobile Haven and Smoke Rise**.

B. The “Payment” Section, Paragraph 3 – “Compensation” is amended to include an additional amount of **one hundred sixty-five thousand and six hundred three dollars and thirty-three cents (\$165,603.33)**.

C. The total contract price for the complete performance of work under the Initial Agreement and other amendments, as amended herein, shall be **three hundred forty-six thousand three hundred seventy-three dollars and twenty-eight cents (\$346,373.28)**.

D. All other provisions of the Initial Contract and other amendments shall remain unchanged in full force and effect.

IN WITNESS WHEREOF, this Third Amendment will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

**City of Flagstaff**

**Exerplay Inc.**

By: \_\_\_\_\_  
Greg Clifton, City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**Exhibit A**

**Ex. A.1. Mobile Haven Quote – Dated November 6th, 2024 – 3 pages**

**Ex. A.2. Smokerise Quote – Dated November 6<sup>th</sup>, 2024 – 3 pages**

(attached)



Please Issue Purchase Order to:  
 Exerplay, Inc  
 PO Box 1160, Cedar Crest, NM 87008  
 fax to 505-281-0155

Proposal Date	Salesperson
11/6/2024	Justin Galion 928-533-4224 justin@exerplay.com

Flagstaff, City Of: Mobile Haven Park

1GPA Contract Discount - Contract #23-07P-04

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
		LANDSCAPE STRUCTURES, INC.			
1.00	LSI DESIGN	PlayShaper (2-5 years) Design 002365A	49,360.00	5%	46,892.00
1.00	FREIGHT	Freight/shipping charges (150-24-944)	3,510.00		3,510.00
1.00	JPPE-INSTALL	Installation of Playground Equipment (2105 RV1)	25,603.00		25,603.00
1.00	JPPE-INSTALL	Demo & Disposal of Existing 2-5 Structure (2105 RV1)	4,550.00		4,550.00

*THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS*

*Taxes subject to change*

Proposal prepared by: Stefani Schmuker

Subtotal	80,555.00
Tax Total:	4,807.24
<b>Total</b>	<b>85,362.24</b>

Accepted by: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**General Terms and Conditions:**

Pricing for all listed items is good for 30 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 30-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

**Billing and Payment Terms:**

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.

**Installation Terms:**

If installation is included on the quote, the following guidelines must be followed:

1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.
6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often-times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11. Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer's yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

**General Contractor is responsible for:**

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.



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		LANDSCAPE STRUCTURES, INC.			
1.00	LSI DESIGN	Weevos (2-5 years) Design 002366A	46,695.00	5%	44,360.25
1.00	FREIGHT	Freight/shipping charges (150-24-943)	3,059.00		3,059.00
1.00	JPPE-INSTALL	Installation of Playground Equipment (2106)	23,315.00		23,315.00
1.00	JPPE-INSTALL	Demo and disposal of existing 2-5 structure (2106)	4,988.00		4,988.00

<i>THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS</i>	Subtotal	75,722.25
<i>Taxes subject to change</i>	Tax Total:	4,518.84
Proposal prepared by: Stefani Schmuker	<b>Total</b>	<b>80,241.09</b>

Accepted by: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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