

**AMENDMENT NO. 1
TO THE MASTER PRICE AGREEMENT FOR
PARK, PLAYGROUND, AND RECREATION EQUIPMENT**

PRICING SCHEDULE UPDATE

This Amendment No. 1 to Attachment A ("Amendment") is entered into as of the date of the last signature below, by and between the **LEAGUE OF OREGON CITIES** ("LOC" or "Purchaser") and **NORTHWEST PLAYGROUND EQUIPMENT, INC.** ("Vendor"), and amends that certain Master Price Agreement, Contract Number PS25570, effective July 17, 2025 (the "Agreement").

RECITALS

WHEREAS, Attachment A of the Agreement contains a pricing schedule offered by Vendor; and
WHEREAS, Vendor proposes to amend and replace Attachment A in its entirety with a revised pricing schedule reflecting updated discounts; and

WHEREAS, Purchaser and Vendor mutually agree to amend the Agreement to incorporate the revised Attachment A.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Purchaser and Vendor agree as follows:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Pricing Schedule Replaced.** Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following:

ATTACHMENT A to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Northwest Playground Equipment, Inc.		
Pricing Schedule		
Park, Playground, And Recreation Equipment		
Category	Manufacturer	Percentage off List Price
School Age Playground & Components	Action Play Systems	10%
	Agorespace	10%
	Cre8Play	10%
	Dynamo	10%
	Earthscape	10%
	Fahr	10%
	Freenotes Harmony Park	10%
	HAGS	10%
	ID Sculptures	10%
	Whole Trees	10%
	Lappset	10%
	Playworld Systems	10%
	Softplay	10%
Aquatic & Other Playground Components	Waterplay	5%
Shelters & Shade Structures	Poligon	5%
	Shade Systems	5%
	USA Shade	5%
	Custom Canopies	5%
Outdoor Fitness Equipment	Exofit	10%
	TrekFit	10%
Safety Surfacing	Corkeen	8%
	Flexground	6%
	ForeverLawn	6%
	IMC Outdoor Living	6%
	No-Fault	6%

	Rexius Bark	6%
	Shaw Grass	6%
	Sof Solutions/ Sof Falls	6%
	Sof Surfaces	6%
	Zeager	6%
	Synlawn	6%
Site Amenities	DuMor	10%
	Kay Park	10%
	MyTCoat	10%
	Wabash	10%
	Nusser	10%
	Sitescapes	10%
Installation	Installation of Equipment	3%
Other	Bison	10%
	Sportworks	5%
	Scoremaster	6%

Freight is pre-paid and added by many of our manufacturers, however for larger orders we are able to seek our own freight companies to get cheaper freight costs for our customers.

Free services to our customers include Playground Design Services, Posters, information and other aids to assist in fundraising, Testing on safety surfacing for fall height compliance, Autocad drawings, and no obligation quotes.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, may be updated from time to time. [A current list may be obtained from Vendor]

2. Full Force and Effect. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about July 17, 2025, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date last written below.

LEAGUE OF OREGON CITIES

Signed by:

Patricia M. Mulvihill

0BD4F25C35F54D0...

Date July 16, 2026 | 2:39 PM PDT

BY: Patricia M. Mulvihill

ITS: Executive Director

NORTHWEST PLAYGROUND EQUIPMENT

Signed by:

Chris McGarvey

DBFDABD84FD2497...

Date July 16, 2026 | 2:20 PM PDT

BY: Chris McGarvey

ITS: President, NWPlayground

LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Northwest Playground Equipment, Inc. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Park, Playground, and Recreation Equipment, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Park, Playground, and Recreation Equipment the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2510 for Park, Playground, and Recreation Equipment; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2510 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its

sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception to Sections 3.1 and 7.1 of the RFP is **approved** and by this reference incorporated herein.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25570, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION

WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

Northwest Playground Equipment
PO Box 2410
Issaquah WA 98027
ATTN: Chasity Blakely
Email: chasity@nwplayground.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT

21.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 22 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 23 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder

acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 25 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:
 Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...
 Printed Name: Patricia M. Mulvihill
 Title: Executive Director
 LEAGUE OF OREGON CITIES
 Dated: July 17, 2025 | 7:10 AM PDT

VENDOR:

Signature: 
 Printed Name: Chris McGarvey
 Title: President
 NORTHWEST PLAYGROUND EQUIPMENT, INC.
 Dated: 7/16/25

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

Northwest Playground Equipment, Inc.		
Pricing Schedule		
Park, Playground, And Recreation Equipment		
Category	Manufacturer	Percentage off List Price
School Age Playground & Components	Action Play Systems	8%
	Agorespace	5%
	Cre8Play	5%
	Dynamo	5%
	Earthscape	5%
	Fahr	5%
	Freenotes Harmony Park	5%
	HAGS	5%
	ID Sculptures	5%
	Lappset	5%
	Playworld Systems	10%
Aquatic & Other Playground Components	Waterplay	5%
	Whole Trees	5%
Shelters & Shade Structures	Poligon	5%
	Shade Systems	5%
	USA Shade	5%
Outdoor Fitness Equipment	Exofit	5%
	TrekFit	5%
Safety Surfacing	Corkeen	8%
	Flexground	5%
	ForeverLawn	5%

	IMC Outdoor Living	5%
	No-Fault	5%
	Rexius Bark	5%
	Shaw Grass	5%
	Sof Solutions/ Sof Falls	5%
	Sof Surfaces	5%
	Zeager	5%
Site Amenities	DuMor	3%
	Kay Park	5%
	MyTCoat	5%
	Wabash	5%
Installation	Installation of Equipment	3%
Other	Bison	10%
	Sportworks	5%
	Scoremaster	6%
Freight is pre-paid and added by many of our manufacturers. However, for larger orders, we can arrange freight with our own carriers to secure lower shipping costs for our customers. Complimentary services we offer include Playground Design Services, Posters, information and other aid for fundraising efforts, Safety surfacing testing for fall height compliance, AutoCAD drawings, and no-obligation quotes.		

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

TERMS AND CONDITIONS**SCOPE:**

These General Terms and Conditions of Sale apply to all sales of goods and services by Northwest Playground Equipment, Inc. ("Seller", "we", "us", "our") notwithstanding any conflicting, contrary or additional terms and conditions from the buyer named in this order ("Buyer"). No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us until we expressly confirm our acceptance in writing.

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 30 days.

*** _____ (Initial) It is the Buyer's responsibility to verify quantities and description of items quoted. Once an order has been placed, any changes including additions, deletions, or color changes, could result in price increases, additional fees, and impact order lead time.

EXCLUSIONS:

Unless specified, this quote EXCLUDES all the following but is not limited to:

- Permits/inspections
- Removal of existing equipment.
- Unloading; receiving inventory or equipment; storage of equipment.
- Site work, saw cutting/core drilling, and landscaping.
- Equipment assembly and/or installation.
- Safety surfacing; borders or drainage requirements.
- Site restoration/landscaping repairs DUE to poor access or in climatic weather.
- Background checks
- Wage Requirements: Davis Bacon, prevailing wage or certified payroll.
- Insurance limits beyond our standard coverages and endorsements.
- Performance/payment bonds.

FREIGHT AND DELIVERY (if applicable):

Delivery is subject to equipment availability and varies by manufacturer and product, with custom equipment requiring an extended lead time. Please confirm an approximate delivery for your order with your local sales team. Estimated ship dates are subject to change.

Handling Disputes Over Lead Time Changes: In the event of significant lead time changes, we will notify the Buyer promptly and work to mitigate delays. Northwest Playground Equipment will not be held liable for consequential damages arising from such delays. Adjustments to project timelines due to lead time changes will be mutually agreed upon in writing.

Shipping is FOB Origin (Buyer accepts the title of the goods at the shipment point and assumes all risk once the Seller ships the product). All equipment will arrive unassembled. If Buyer is responsible for receiving delivery, please review and initial below:

*** _____ (Initial) Buyer is responsible to meet and provide adequate personnel/equipment to unload truck. A Check List, detailing all items shipped, will be included with the shipment unless taking delivery is specifically included in quote. The buyer is responsible for ensuring the Sales Order Breakdown and Item Numbers on all boxes and pieces match the Check List.

*** _____ (Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the Buyer's financial responsibility. Please notify us immediately of any damage. Shortages and concealed damage must be reported to us within 48 hours of delivery. A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

If the Buyer cannot accept the delivery on the agreed-upon date, Seller may accept the delivery and provide short term storage at an additional scope and cost which must be paid in full prior to release of equipment.

PRICES, TAXES, AND TERMS OF PAYMENT:

The prices for goods and services shall be those set forth in the order. All prices are exclusive of taxes, including, but not limited to, sales, use, excise, value added, and similar taxes or charges imposed by any government authority, all of which must be paid by Buyer. The tax amounts listed on this quote are estimates only and are subject to change based on applicable tax rates at the time of the invoice. If Buyer claims any exemption, a valid, signed reseller certificate or letter of exemption for each respective jurisdiction must be provided.

An approved Credit Application is required for new customers or customers that haven't been active in the last 24 months.

Unless expressly stated otherwise, our standard payment terms are as follows:

- 50% deposit due on full contract amount. Orders will be placed once the deposit is received.
- Progress invoices for equipment, freight, and installation will be invoiced upon project milestones completed with Net 30 terms.
- 100 % prepayment is required on replacement parts.
- A 3% charge will be added to all credit card orders.
- For all non-taxpayer-funded entities, a 1.5% monthly service charge will be assessed on all balances over 30 days.

INSTALLATION: (if applicable)

If installation services are included as part of this quote, the following stipulations apply:

The buyer is responsible for obtaining all necessary permits, approvals, and inspections required for installation and use of the equipment. Northwest Playground Equipment assumes no responsibility for delays or additional costs arising from the Buyer's failure to secure required permits.

Permits/inspections and associated costs are the owner's responsibility. Additional charges may apply if inspections are required.

A public locate for underground utilities is included in this scope. Buyer will identify any known utilities in the work area prior to executing agreement. If utilities exist directly under work area a third-party private utility service is recommended and can be provided at an additional cost if necessary.

Northwest Playground Equipment is not responsible for incorrectly marked utilities.

Irrigation is not typically identified during locate service and any damage or repair to irrigation lines in work area is the Buyer's responsibility.

Site Readiness:

- Site must be level and free of loose debris with a minimum 10-foot opening for access.
- Additional charges may apply if underground obstructions impact installation (such as large rocks, concrete, stumps, etc.).
- Additional charges may apply due to poor soil.
- Spoils are to remain onsite unless removal of debris is specifically outlined in scope.
- Arrangements must be made in advance for removal/disposal of equipment packaging.
- Access to power and water must be available to work area.

- Buyer is responsible for ensuring that the site is accessible and safe for the Company's personnel and equipment.
- Delays caused by restricted site access, unsafe conditions, or lack of readiness may result in additional charges.
- Buyer assumes all liability for injuries or damages caused by unsafe site conditions not disclosed prior to the start of work.
- Northwest Playground Equipment is not liable for delays caused by unforeseen site conditions, weather, or third-party contractors.
- Any changes to the agreed-upon scope of work (e.g., modifications to design, installation location, or product specifications) must be documented in writing and may result in additional fees.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only. For projects including installation, a 1-year installation warranty is extended. Seller offers no additional warranties.

Maintenance of all equipment and safety surfacing is the responsibility of the Buyer. **Failure to follow manufacturer directed maintenance schedules may void warranties and could result in safety and/or compliance issues.**

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

TERMINATION:

Either party may terminate this agreement upon written notice if the other party breaches a material term and fails to remedy such breach within 30 days of receiving notice.

Upon termination by the Buyer, the Northwest Playground Equipment is entitled to recover all costs incurred up to the date of termination, including but not limited to deposits, equipment costs, and labor fees.

FORCE MAJEURE:

Northwest Playground Equipment shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, labor strikes, supply chain disruptions, or

transportation delays. Delivery timelines may be extended for the duration of the delay caused by such events.

LIMITATION OF LIABILITY:

The Company’s total liability for any claim arising out of or relating to the goods or services provided under this agreement shall not exceed the total amount paid by the Buyer for the specific goods or services at issue. Under no circumstances shall Northwest Playground Equipment be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, even if advised of the possibility of such damage.

INDEMNIFICATION:

TO THE FULLEST EXTENT PERMITTED BY LAW BUYER HEREBY AGREES TO HOLD HARMLESS, INDEMNIFY, PROTECT AND DEFEND NW PLAYGROUND AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND INSURERS, FROM AND AGAINST ANY/ALL RISKS, DEMANDS, CLAIMS, CAUSES OF ACTION, LAWSUITS, SETTLEMENTS, JUDGMENTS, DAMAGES, FINES, PENALTIES, LOSSES OR EXPENSES, ATTORNEY’S FEES AND COSTS, INCLUDING, BUT NOT LIMITED TO, FOR DAMAGES RELATING TO BODILY OR PERSONAL INJURY, DEATH, DESTRUCTION OR LOSS OF PROPERTY, AND ANY OTHER KIND OF DAMAGE OR HARM (COLLECTIVELY “CLAIMS”), MADE BY BUYER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CUSTOMERS, INVITEES, THIRD PARTIES, THEIR INSURERS AND/OR ANYONE CLAIMING BY OR THROUGH THEM (COLLECTIVELY “BUYER PARTIES”), ARISING OUT OF, RESULTING FROM AND/OR RELATED TO BUYER PARTIES’ USE, MAINTENANCE, MODIFICATION OF MATERIALS, WORK AND/OR SERVICES PROVIDED BY NW PLAYGROUND AND ANY/ALL OTHER ACTS/OMISSIONS OF BUYER PARTIES.

ACCEPTANCE OF TERMS AND CONDITIONS

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

Customer Signature

Printed Name and Title

Date