



# CONTRACT

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## **BETWEEN THE CITY OF MOORE, OKLAHOMA AND THE PLAYWELL GROUP, INC./PLAYWORKS, INC FOR CONSTRUCTION OF LITTLE RIVER PLAYGROUND**

### **Preamble**

This Contract is entered into between the City of Moore, Oklahoma ("the City"), a municipality, with principal offices at 301 N. Broadway, Moore, Oklahoma 73160 and The Playwell Group, Inc./Playworks, Inc. with principal offices at 5030 N. May Suite 129, Oklahoma City, OK 73112.

WHEREAS, the City requires the services of The Playwell Group, Inc./Playworks, Inc. ("the Contractor") as a contractor to complete the construction of the Little River Playground, Project # PF-02-W-LMA, not to exceed \$425,000;

WHEREAS, the Contractor has agreed to provide said services, to the extent outlined herein;

NOW THEREFORE, in consideration of the premises and conditions set forth below the party's contract;

## Section 1: Term and Termination

- 1) The term of the contract shall be through one year from and after the time of completion and acceptance by the City. The project shall be complete by April 22, 2017 and the additional one year warranty period will terminate April 22, 2018.
- 2) The Contract may be terminated in whole or in part as follows:
  - (a) By the City of Moore, if a Contractor fails to comply with the terms and conditions of a Federal award;
  - (b) Either party may terminate without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. In the event of termination, Contractor shall be paid for the work performed up to the date of termination. The City shall be entitled to all contractor work up to the date of termination;
  - (c) By the City of Moore with the consent of the Contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
  - (d) By the Contractor upon sending to the City of Moore written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the City of Moore or the U.S. Department of Housing and Urban Development determines in the case of a partial termination that the reduced or modified portion of the contract will not comply with needs of the City of Moore as it relates to the Federal award or sub-award and it will not accomplish the purposes for which the Federal award was made, the City of Moore may terminate the contract in its entirety.
  - (e) When a Federal award is terminated or partially terminated, the City of Moore and the Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities.



References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)

3) The Contract may be amended as provided for in Section 8: Modification or Amendment

## **Section 2: Scope of Services**

See Appendix F

### **Change Orders and Claims**

The City of Moore does not guarantee any specific work or any specific amount of work in relation to any part of this contract. Claims will be processed to cover the contract. All change orders for additional payments or changes in the work such as: changes in materials, project design, or extra quantities must be supported by written documentation and must be approved by the City before proceeding.

## **Section 3: General Terms and Conditions**

### **Laws and Regulations**

The Community Development Block Grant – Disaster Recovery (CDBG-DR) allocation to the City of Moore is governed by the following laws and regulations:

- (a) The Housing and Community Development Act of 1974;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42U.S.C.5155), as amended;
- (c) Section 18 of the Small Business Act, as amended (14AU.S.C.647) 44 CFR 206.191 Duplication of Benefit
- (d) Duplication of Benefits Federal Register, Vol.76, No.221, November 16, 2011 (76 FR 71060) Public Law 113-2:
- (e) Disaster Relief Appropriations Act, 2013 (at HR 152-34)
- (f) The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013

- (g) HUD Federal Register Notice at 78 FR 23578 published April 19, 2013
- (h) HUD Federal Register Notice at 78 FR 76154 published December 16, 2013
- (i) The applicable laws of the State of Oklahoma; and
- (j) By the laws and regulations promulgated by the City for the CDBG-DR program.
- (k) In addition to the citations noted, the CDBG-DR allocation is also subject to "cross-cutting" Federal requirements referenced herein and contained in 2 CFR 200 Sub-part F – Appendix

### **Federal Changes**

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation to those listed directly or by reference in this Contract between the City of Moore and the Contractor. The City of Moore shall provide the contractor direction as to the applicable Federal regulations, policies, and procedures that apply to the contract, and any new directives or changes to existing directives as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract. Reference: (49 CFR Part 18)

### **Assignability**

The Contractor shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the contractors from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

### **Access to Records**

The Contractor agrees that the U.S. Department of Housing and Urban Development ("HUD"), the Office of Inspectors General, the Comptroller General of the United States, the City Moore, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the

Contractor's personnel for the purpose of interview and discussion related to such documents.

Reference: (2 CFR 200.336)

### **Record Retention Requirements**

The Contractor agrees financial records, supporting documents, statistical records, and all other Contractor records pertinent to the HUD CDBG-DR award shall be retained for a period of three years from the date of submission of the final expenditure report. HUD and the City may not impose any other record retention requirements upon the Contractor. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Contractor is notified in writing by HUD, the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or City of Moore to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.
- (d) When records are transferred to or maintained by HUD or the City of Moore, the 3-year retention requirement is not applicable to the Contractor. Reference: (2 CFR 200.333)

### **Remedies for Noncompliance**

If a Contractor fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, HUD or the City of Moore may impose additional conditions, as described in 2 CFR 200.207 Specific Conditions. If HUD or the City of Moore determines that noncompliance cannot be remedied by imposing additional conditions, HUD or the City of Moore may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action by HUD or City of Moore.



(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HUD regulations, or in the case of a City of Moore, recommend such a proceeding be initiated by HUD.

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

Reference: (2 CFR 200.338)

### **Breaches and Dispute Resolution**

(a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Department of Capital Planning and Resiliency. This decision shall be final and conclusive unless within [ten (10)] calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

(b) Performance During Dispute - Unless otherwise directed by to the City of Moore Department of Capital Planning and Resiliency, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

(c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be



made in writing to such other party within a reasonable time after the first observance of such injury of damage.

- (d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration in the City of Moore Department of Capital Planning and Resiliency if the parties mutually agree, or in a court of competent jurisdiction in Cleveland County, Oklahoma.
- (e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Moore or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing. Reference: 49 CFR Part 18

## Termination

(a) The Contract may be terminated in whole or in part as follows:

- (1) By the City of Moore, if a Contractor fails to comply with the terms and conditions of a Federal award;
- (2) Either party may terminate without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. In the event of termination, Contractor shall be paid for the work performed up to the date of termination The City shall be entitled to all contractor work up to the date of termination;
- (3) By the City of Moore with the consent of the Contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the Contractor upon sending the City of Moore written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the

portion to be terminated. However, if the City of Moore determines in the case of partial termination that the reduced or modified portion of the Contract will not accomplish the purposes for which the Federal award was made, the City of Moore may terminate the Contract in its entirety.

(b) When a Federal award is terminated or partially terminated, the City of Moore and the Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities. References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)

### Equal Opportunity

The following equal employment opportunity requirements apply to the Contract:

- a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

References: Executive Order 11246 September 24, 1965 as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 CFR chapter 60

### **Civil Rights**

- 1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.
- 2) The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 3) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of



Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

References: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

### **Conflict of Interest**

Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Moore, or of any of the City's subsidiaries, who exercises or have exercised any functions or responsibilities with respect to CDBG activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after such decision making responsibilities have ended. Reference: 2 CFR 200.112

### **Copyrights**

HUD and the City of Moore reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: The copyright in any work developed under the Contract, and to any rights of copyright to which a Contractor or Sub-contractor purchases ownership with grant support. Reference: 24 CFR Subtitle A. 85.34 Copyrights

### **Lobbying**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or



employee of Congress, or an employee of member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Moore.

References: (31 U.S.C. 1352 as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65; 49 CFR Part 19, 49 CFR Part 20)

## **Environmental Requirements**

### **Clean Air**

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification and the appropriate EPA Regional Office.

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assurances provided by HUD.

References: 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18 (over \$100,000)

### **Clean Water**

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City of Moore Department of Capital Planning and Resiliency and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notifications the appropriate EPA Regional Office.

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with HUD.

References: 33 U.S.C. 1251 (over \$100,000)

### **Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

References: 42 U.S.C. 6321 et. Seq., 49 CFR Part 18

### **Recycled Products**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

References: 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873 (More than \$10,000)

### **Environmental Conditions Discovered During Construction**

- 1) The Contractor agrees to cease work and immediately notify the City should a previously unknown environmental condition be discovered in the course of construction;
- 2) The Contractor understands that the discovery of an environmental condition requires the City to revise the Environmental Review Record (ERR) and that work on the portion of the project designated by the City must cease until the ERR is revised.
- 3) The City will issue a new Notice to Proceed once the Environmental Review has been updated or the environmental condition has been cleared

References: 24 CFR Part 58.47

### **Section 504 and Americans with Disabilities Act**

The Contractor agrees and understands the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 and requirement that: sidewalks,

pedestrian overpasses, underpasses, and ramps constructed with Federal financial assistance must be accessible.

References: 36 CFR Part 1190 Minimum Guidelines and Requirements for Accessible Design

## **Section 4: Warranties, Bonds, Insurance & Licenses**

### **Warranties**

See Appendix H.

### **Bond Requirements**

No surety will be accepted by the City from a Contractor that is now in default or delinquent on any bond or has an interest in any litigation against the City. All bonds shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Council. Each bond shall be executed by the Contractor and the Surety.

The City requires the following bonds:

#### **Maintenance Bond:**

A good and sufficient Maintenance Bond shall be required in an amount equal to one hundred (100) percent of the total amount of the contract, guaranteeing such improvements against defective workmanship and/or materials for a period of one (1) year from and after the time of completion and acceptance by the City of said Project.

#### **Performance Bond:**

A good and sufficient Performance Bond shall be required in an amount equal to one hundred (100) percent of the total contract amount guaranteeing execution and completion of the work in accordance with the specifications

#### **Statutory Bond:**



A good and sufficient Statutory Bond shall be required in an amount equal to one hundred (100) percent of the total contact amount guaranteeing payment in full for all materials and labor used in the construction of the work.

**Proof of Bonds shall be delivered to the City of Moore prior to the issuance of a Notice to Proceed.**

### **Insurance Requirements**

The Contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the City of Moore harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor's operations and arising from acts or omissions of its employees and shall indemnify, defend, save harmless the City of Moore from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees. In this connection, the Contractor shall carry Insurances in the following amounts:

<b>Commercial Liability</b>	\$1,000,000 Each Occurrence
	\$1,000,000 General Aggregate
Must include coverage for blanket contractual liability for the obligations assumed under contract	
<b>Comprehensive Automobile Liability</b>	\$1,000,000 Combined Single Limit Each Occurrence
Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract	
<b>Workers' Compensation</b>	Statutory Limits where Services are to be performed
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable	
<b>Employer's Liability</b>	\$1,000,000 Each Occurrence



	\$1,000,000 Disease per Employee
An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits	
<b>Professional Liability (if applicable)</b>	\$1,000,000 Each Claim
	\$2,000,000 General Aggregate

The City of Moore shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled, without ten days prior written notice to the City of Moore. THE POLICY SHALL LIST THE CITY OF MOORE AS CO-INSURED OR ADDITIONAL INSURED.

Certificates of Insurance shall be delivered to the City of Moore prior to the issuance of a Notice to Proceed.

### License Requirements

The Contractor assumes all responsibility for insuring the Contractor and all sub-contractors maintain all applicable federal, state or local Licenses necessary to perform the work required.

## Section 5: Notice to Proceed, Invoices, and Payment

### Notice to Proceed

- 1) The Contractor will receive a Notice to Proceed from the City which will describe the scope of services specific to the construction project or task;
- 2) The Notice To Proceed will establish the start date for the project.
  - a. Any work undertaken prior to receiving a signed and dated Notice to Proceed from the City shall be at the Contractor's complete expense and risk.
- 3) The Project number, PF-02-W-LMA, shall be identified and included in all Invoices.
- 4) A Notice to Proceed will not be issued until the Department of Capital Planning and Resiliency has received insurance and bonds.

## Invoices

The City agrees to pay the Contractor for services rendered on the following schedule, terms and conditions:

- 1) The Contractor's sub-contractors are contained in Appendix A
  - a) The Contractor may amend the sub-contractor list in accordance with [Section 8: Modification or Amendment](#)
- 2) The Contractor agrees to meet the Minority Owned, Women Owned or Section 3 business reporting requirements contained in Appendix C at the time of the Invoice;
- 3) The Contractor shall be permitted to invoice the City once each month during the contract period for reimbursement of Unit Costs.
- 4) For an Invoice to be considered "properly submitted":
  - a) The Invoice must be identified by Project Number, PF-02-W-LMA, be complete, accurate, have all required documentation; be signed and dated; and
  - b) All Davis-Bacon, Section 3 and Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated.

## Weekly Reports

- 1) The Contractor agrees to meet all of the Federal Labor Standard Provisions contained in Appendix B; and
  - a) To submit Davis Bacon Payrolls weekly to the Compliance Specialist
- 2) The Contractor agrees to meet the Section 3 requirements as provided for in the [City's Section 3 Plan](#); and
  - b) To submit Section 3 reports weekly to the Compliance Specialist

## **Inspections**

- 1) Inspections to be complete before completion of the project
  - a) Compliance Inspection
  - b) Construction Inspection
  - c) CPSI Inspection
- 2) Final payment will not be made until all inspections are complete.

## **Payments**

- 1) The City agrees to make full payment of any "properly submitted" invoice within sixty days of the invoice date.
- 2) Unless otherwise stipulated all payments will be made by electronic funds transfer from the City to the Contractor.
- 3) All Davis-Bacon, Section 3 and Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated to receive payment.
- 4) A payment can be made once equipment has been received. Payment for installation will be made monthly.
- 5) Final Payment will be made after the compliance inspection, construction inspection, and CPSI inspection have all been complete.

## **Section 6: Proprietary Information**

The parties agree that each will hold any proprietary information learned as a result of this Contract in confidence. The parties will not, during or after the term of this Contract, disclose such proprietary information to any other person or entity for any reason whatsoever, unless required by Title 51 O.S. Section 24A.1 et. seq.; also known as the State of Oklahoma Open Records Act.

## **Section 7: Understanding and Authorization**

This Contract shall constitute the entire understanding of the parties and any other understanding or representation of any kind shall not be binding upon either party. Each party represents that they are authorized by their organization to enter into this Contract and to bind their organization to its terms.

## **Section 8: Modification or Amendment**

Any modification of this Contract or additional obligations assumed by either party in connection with this Contract shall be binding only if placed in writing and signed by each party or an authorized representative thereof. Should any portion of this Contract be found to be invalid it shall not be deemed to invalidate the entire Contract.

## **Section 9: Execution**

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, however all of which together shall constitute one and the same instrument.

## **Section 10: Notifications**

All notifications concerning this Contract shall be sent to the following addresses:

To: The City of Moore at:

Grants Manager  
Capital Planning and Resiliency  
City of Moore  
301 N. Broadway  
Moore, Oklahoma 73160

To: The Playwell Group, Inc./Playworks, Inc. at:

The Playwell Group



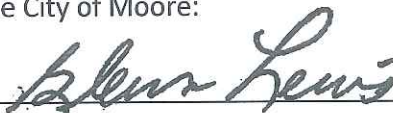
Amber Fitzgerald  
5030 N. May Suite129  
Oklahoma City, OK 73112  
405-426-2076

## Section 11: Appendices


- A: List of Sub-Contractors
- B: Davis Bacon Wage Decision
- C: Minority, Women Owned, or Section 3 Reporting Form
- D: RFP #1516-008 Spray Park for Little River Park
- E: Contractor Submittal Documents
- F: Scope of Services
- G: Fees
- H: Warranty
- I: Insurance
- J: Bonds

IN WITNESS WHEREOF, each party has caused this Contract to be executed on the date indicated below,

The City of Moore:

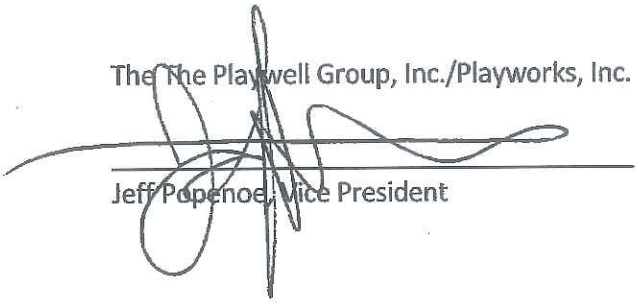
  
\_\_\_\_\_  
Glenn Lewis, Mayor

Date: 8/15/16

  
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Brooks Mitchell, City Clerk

  
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Randy Brink, City Attorney

The Playwell Group, Inc./Playworks, Inc. Group



Handwritten signature of Jeff Popenoe, consisting of a large, stylized 'J' and 'P' followed by a horizontal line.

Jeff Popenoe, Vice President

Date:



Handwritten date 8/18/16, with the month '8' written in a large, stylized font.

## APPENDIX A: SUB-CONTRACTORS

Ex	Concrete Curb and Gutter - Joe's Construction Company, 301 North Broadway, Moore, Oklahoma 73160 Joe Jones, President (405) 555-1212 office (405) 555-2121 <a href="mailto:celljoe.jones@JCC.com">celljoe.jones@JCC.com</a>
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## APPENDIX B: Wage Decision

General Decision Number: OK160029 01/08/2016      OK29 Superseded General Decision  
 Number: OK20150029 State: Oklahoma

Construction Type: Heavy

Counties: Canadian, Cleveland, Grady, Lincoln and McClain Counties in Oklahoma.

HEAVY CONSTRUCTION PROJECTS (including sewer/water line construction; heavy construction projects on treatment plants and industrial sites) (excludes heavy dredging and water well drilling)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date      01/08/2016

\* ENGI0627-015 06/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....\$	28.05	11.83
Group 2.....\$	26.35	11.83
Group 3.....\$	25.80	11.83
Group 4.....\$	25.05	11.83
Group 5.....\$	24.55	11.83
Group 6.....\$	24.10	11.83
Group10.....	21.10	11.83

### POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane GROUP 5: BULLDOZER

GROUP 6: ROLLER (ASPHALT AND DIRT) GROUP 10: OILER

-----  
 IRON0048-005 06/01/2013

	Rates	Fringes
IRONWORKER (Structural, Reinforcing, and Ornamental).....	\$ 23.10	12.88

-----  
 -----

SUOK2012      ~~05078~~/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	12.49	1.23
ELECTRICIAN.....\$	22.00	4.76
FORM WORKER.....\$	11.77	0.00
LABORER: Common or General.....\$	11.81	1.09
LABORER: Pipelayer.....\$	11.13	0.00
OPERATOR: Backhoe/Excavator.....\$	18.17	6.28
OPERATOR: Drill.....\$	17.15	0.78
OPERATOR: Grader/Blade.....\$	17.76	3.87
OPERATOR: Loader (Front End).....\$	13.51	0.00
OPERATOR: Mechanic.....\$	19.61	9.39

OPERATOR: Scraper.....	\$ 16.00	1.55
OPERATOR: Trackhoe.....	\$ 17.50	2.78
TRUCK DRIVER:Dump Truck.....	\$ 16.50	0.74

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198 ~~0006~~1/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012 ~~5003~~/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next



number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG ~~08/29/2014~~. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter?

This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis ~~SBACON~~ program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

---

END OF GENERAL DECISION

**APPENDIX C: MINORITY, WOMEN OWNED OR SECTION 3  
BUSINESS REPORTING**

<b>MINORITY, WOMEN OWNED OR SECTION 3 BUSINESS REPORT</b>				
<b>CONTRACTOR</b>				
<b>Invoice Date</b>				
		<b>Total Amount of Invoice</b>		<b>\$</b>
<b>Name of MOB/WOB/Section 3 Business</b>	<b>MOB Amount</b>	<b>WOB Amount</b>	<b>Section 3 Amount</b>	<b>Percent of Invoice</b>
<b>SIGNATURE</b>				
Printed Name and Position				
Date				



# Appendix D: RFP #1516-008 Spray Park for Little River Park

RFP RETURN SHEET

**RFP #1516-007**  
**PLAYGROUND EQUIPMENT FOR KIWANIS PARK,**  
**(Not to Exceed \$425,000.00)**

TOTAL COST FOR EQUIPMENT

\$424,634.10

TOTAL COST FOR DELIVERY (If Any)

0

**TOTAL COST OF PROJECT:**

\$424,634.10

REPRESENTATIVE TO BE PRESENT FOR INSTALLATION

YES / NO

REFERENCES OF PLAYGROUNDS INCLUDED

YES / NO

PICTURES OF EQUIPMENT ATTACHED (Circle One)

YES / NO

PICTURES OF DESIGN PATTERN ATTACHED (Circle One)

YES / NO

ESTIMATED TIME OF DELIVERY AFTER AWARD OF RFP

6-8 weeks (custom graphics)

WARRANTY INFORMATION ATTACHED (Circle One)

YES / NO

TIME OF WARRANTY (One Year, Two Years, etc.)

2 yrs - Lifetime

BID BOND (Circle One)

YES / NO

EXHIBIT C: NON-COLLUSION AFFIDAVIT ATTACHED (Circle One)

YES / NO

EXHIBIT D: BYRD AMMENDMENT CERTIFICATION

YES / NO

EXHIBIT E: DEBARMENT

YES / NO

EXHIBIT F: MOB/WOB SECTION 3 BUSINESS (IF APPLICABLE)

YES / NO

EXHIBIT G: UNIFORM COST ANALYSIS

YES / NO

EXHIBIT H: CONFLICT OF INTEREST

YES / NO

## VENDOR INFORMATION

Vendor's Name: The Playwell Group / Playworks, Inc.

Vendor's Address: 5030 N May Suite 129, OKC, OK 73112

Contact Person: Amber Fitzgerald, Sales Consultant

Phone Number: (405) 426-2076 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Fax Number: (800) 660-9150

# **PlayWell**

**The PlayWell Group, Inc.  
Playground, Park, and Athletic Equipment**

April 5, 2016

City of Moore  
301 N Broadway  
Moore, OK 73160

RE: Little River Park RFP: 1516-007

The PlayWell Group is excited to work with the City of Moore on expanding the Little River "Pirate Themed" Playground.

We will be including the following items in our bid.

- Playworld 2-5 & 5-12 "Pirate Island" Playground Equipment
- Wabash Valley (5) Benches & (3) Picnic Tables
- Vitriturf Poured-In-Place Rubber Safety Surfacing "Bondflex" System includes custom graphics & design patterns. Provides 12' Critical Fall Height Protection. Certified Installation & Security Provided by Vitriturf.
- Certified Rex Playground Installation of Playground Equipment, Site Furnishings and 8" x 8" concrete curb with rebar & piers every 6 to 8 feet.

The City or others will be responsible for providing a clear (grass removal) and level playground site, ready for installation with slope not to be greater than 2% grade. The City or others will be responsible for providing sidewalks to the playground to make the site ADA accessible.

The City of Moore will be given the opportunity to change the "Custom Graphics on the structure. If any changes are made to the playground equipment or layout, and the price exceeds the budget amount of \$425,000; we will have to do a change order for the overage.

We are excited for the opportunity to provide you another Pirate Themed Playground. I hope you have enjoyed our presentation and design. If you have any questions, please contact me.

Thank you,

Amber Fitzgerald  
Sales Consultant  
The PlayWell Group, Inc  
405-426-2076

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we

The PlayWell Group, Inc. and PlayWorks, Inc.  
5030 N. May Ave., Suite 129 Oklahoma City, OK 73122  
as Principal, hereinafter called the Principal, and the  
Hudson Insurance Company

100 William Street, 5th Floor New York, NY 10038  
a corporation duly organized under the laws of the State of DE ,  
and authorized to transact business in the State of OK , as Surety,  
hereinafter called the Surety, are held and firmly bound unto

City of Moore  
301 N. Broadway Avenue, Suite 142 Moore, OK 73160  
as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the bid  
Dollars (\$% ),

for the payment of which sum well and truly to be made, the said Principal and the said  
Surety, bind themselves, their heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
RFP #1516-007, Playground Equipment for Little River Park

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the  
Principal shall enter into a Contract with the Obligee in accordance with the terms of  
such bid, and give such bond or bonds as may be specified in the bidding or Contract  
Documents with good and sufficient surety acceptable to the Obligee, then this  
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of April , 2016

Principal: The PlayWell Group, Inc. and PlayWorks, Inc.

*Audrey Fitzell*  
Witness

By: *Matisse Martinez*

Surety: Hudson Insurance Company

*Bridget A. Magee*  
Bridget A. Magee Witness

By: *Linda Dozier*  
Linda Dozier Attorney-in-Fact





BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Linda Dozier, Michael J. Mitchell, Kevin P. Adams and Martin J. Purcell

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.



In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereto authorized, on this 3rd day of March, 2014 at New York, New York.

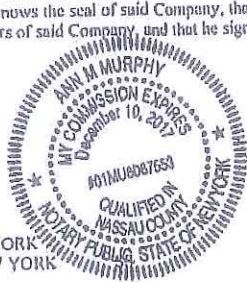
Attest: [Signature] Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY By: [Signature] Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 3rd day of March, 2014 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



[Signature] ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified;

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force



Form Bid B 2010 (v1)

Witness the hand of the undersigned and the seal of said Company this 5 day of April, 2016

By: [Signature] Dina Daskalakis, Corporate Secretary



**HUDSON INSURANCE COMPANY**  
**SHORT FORM FINANCIAL STATEMENT**  
**AS OF DECEMBER 31, 2015**

**ASSETS**

Bonds	\$	313,923,605
Real estate		0
Cash on hand and on deposit		35,557,494
Reinsurance Receivable		200,109,086
FIT recoverable (including net deferred tax asset)		34,744,519
Aggregate write-ins for other than invested assets		192,627,845
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		35,713,328
Stocks		245,607,541
Other Assets		24,533,005
	\$	<u>1,082,816,423</u>

**LIABILITIES & SURPLUS**

Losses	\$	146,286,447
Loss adjustment expense		18,454,858
Other expenses		28,091,293
Unearned premiums		40,802,657
Ceded reinsurance premiums payable		310,160,451
Payable to parent, subsidiaries and affiliates		13,569,855
Commissions payable, contingent commissions and other similar charges		13,282,826
Other Liabilities		<u>54,299,972</u>
	\$	<u>624,948,359</u>
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		<u>156,887,729</u>
Surplus as regards policyholders	\$	<u>457,868,064</u>
	\$	<u>1,082,816,423</u>

STATE OF NEW YORK )  
 ) ss:  
 COUNTY OF NEW YORK )

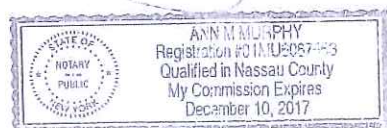
I, the undersigned Senior Vice President and Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2015.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 2nd day of March, 2016.



[Signature]  
 John Verbich  
 Senior Vice President and Chief Financial Officer

Subscribed and sworn to before me this 2nd day of March 2016  
 My commission expires \_\_\_\_\_



# PlayWell / PlayWorks

1-800-726-1816

*Serving Arkansas, New Mexico, Texas, and Oklahoma.  
Creating Fun Since 1988!*

**PLAYWORLD**  
The world needs play.

## PLAYGROUND REFERENCES

City of Moore  
Chris Villani  
405-793-5090  
[cvillani@cityofmoore.com](mailto:cvillani@cityofmoore.com)  
Little River Park 2014

City of Norman  
Mitch Miles  
405-366-5475  
[Mitch.miles@normanok.gov](mailto:Mitch.miles@normanok.gov)  
Multiple Parks 2005

Claremore Public Schools  
Kelly Shuck  
918-341-2214  
[kshuck@claremore.k12.ok.us](mailto:kshuck@claremore.k12.ok.us)  
Catalayah Elementary 2011

Town of Goltry  
Mary Page  
580-496-2441  
[goltry@kanaka.net](mailto:goltry@kanaka.net)  
Park Playground 2013

Town of Goldsby  
Jerome Hale  
405-288-6675  
[townofgoldsby@live.com](mailto:townofgoldsby@live.com)  
Park Playground 2012

City of Edmond  
Gary Johnson  
405-216-7644  
[gary.johnson@edmondok.com](mailto:gary.johnson@edmondok.com)  
Multiple Parks (Hafer) 2000

OKC Boathouse  
John Riggs  
405-522-4040  
[jriggs@okcbf.org](mailto:jriggs@okcbf.org)  
Playground 2011

City of Grapevine, TX  
Kevin Mitchell – Assistant Director  
817-410-3347  
[Kmittchell@grapevintexas.gov](mailto:Kmittchell@grapevintexas.gov)  
multiple parks

Yorktown Development  
Jim Roberts  
918-284-7552  
[jimroberts@caprockresources.com](mailto:jimroberts@caprockresources.com)  
Park Playground 2014

Exhibit C

**NON-COLLUSION AFFIDAVIT OF VENDOR**

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF Dallas ) SS.  
STATE OF Texas )

**AFFIDAVIT**

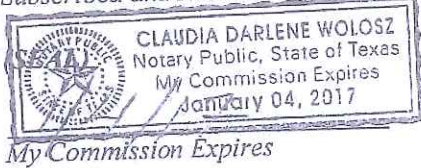
I, Cherie Brooks, declare under oath, under penalty of perjury, That I am lawfully qualified and acting officer and/or agent of The PlayWell Group, Inc. and PlayWorks, Inc.  
(Firm's Name)

and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Moore, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Moore, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. The PlayWell Group, Inc. and PlayWorks, Inc., has not pled guilty to or been convicted of a (Firm's Name) felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
2. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to The PlayWell Group, Inc. and PlayWorks, Inc. has been convicted of a (Firm's Name) felony charge for fraud, bribery, or corruption relating to sale of real or personal property to any state or political subdivision of a state.

Cherie Brooks  
(Officer or Agent)

Subscribed and sworn to before me this 31 day of March, 2016



[Signature]  
(Notary Public)



## Exhibit D: Byrd Amendment Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	<i>Cherie Brooks</i>
Printed Name	Cherie Brooks
Position	Sales Support
Date	March 31, 2016



## Exhibit E: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

In accordance with 2 CFR Part 2424 and 24 CFR Parts 5, 6, et al (US Department of Housing and Urban Development: Implementation of OMB Guidance on Debarment and Suspension; Final Rule) the Respondent certifies, to the best of his or her knowledge and belief, that:

- (1) No employee of the Respondent who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification;
- (2) No sub-contractor, partner or other party who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification.
- (3) The undersigned Respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	<i>Cherie Brooks</i>
Printed Name	Cherie Brooks
Position	Sales Support
Date	March 31, 2016

## Exhibit F:

Instructions: If the Respondent is a Minority Owned Business (MOB) or Women Owned Business (WOB) or qualifies as a Section 3 business, the Respondent completes Form F.1. If the Respondent intends to utilize a MOB/WOB or Section 3 business in the performance of the proposed contract, the respondent completes Form F.2

### F.1: CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED OR SECTION 3 BUSINESS

I, Cherie Brooks certify that The PlayWell Group, Inc. is a  
Minority Owned, Women Owned or Section 3 Business.

Business Registered Name	The PlayWell Group, Inc.
Business Registered Address 1	4743 Iberia Ave. Ste. C Dallas, TX 75207
Business Registered Address 2	
State of Registration	Texas
Certificate or Registration Number	HFDB33839Y0516
Certifying Agency	North Central Texas Regional Certification Agency

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	<i>Cherie Brooks</i>
Printed Name	Cherie Brooks
Position	Sales Support
Date	March 31, 2016

# EXHIBIT G

## Form 4400 - A: Uniform Cost/Price Analysis

Complete Form 4400 for the RFP by defining each Benchmark or Deliverable where a payment is expected, the Target Date for Delivery, the amount of Payment, and the Percent of the Total Bid

Benchmark or Deliverable	Target Date	Amount	Percent of Total Bid
Equipment	6-8 weeks	329,601.89	78%
Installation	4-6 weeks	95,032.26	22%
<b>TOTAL BID</b>		424,634.10	



# EXHIBIT G

## Form 4400 - B: Hourly Rates

Complete Form 4400-B for the RFP by identifying each employee, their position (Employee; Contract Employee; Sub-Contractor); and their hourly rate

\$ 20.00  
\$ 17.00  
\$ 14.50

Foreman & Laborer (Rex Playground) Employee  
Laborer (Rex Playground) Employee  
Laborer (Rex Playground) Employee

Vitri-turf Safety Surfacing Crew of 3 to 4 -  
To be determined which crew will be used.  
Hourly Rate of \$25 per Hour.


Leonardo Vara  
Carlos Vara  
Fernando Vara



Exhibit H: Conflict of Interest Certification

In accordance with 24 CFR 85.36(b)(3) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Moore in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 24 CFR part 85.36 (3).

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder Name	The PlayWell Group, Inc. and PlayWorks, Inc.
Signature	
Printed Name	Cherie Brooks
Position	Sales Support
Date	March 31, 2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Western Assurance Corp. 3701 Paseo Del Norte NE PO Box 94600 Albuquerque NM 87199-4600		<b>CONTACT NAME:</b> Kerry Buehler <b>PHONE (A/C No. Ext):</b> (505) 265-8481 <b>FAX (A/C No.):</b> (505) 266-3500 <b>E-MAIL ADDRESS:</b> kbuehler@westernassurance.com																						
<b>INSURED</b> Playworks, Inc. 4743 Iberia Ave Suite C Dallas TX 75207		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Underwriters Ins. Co.</td> <td>30104</td> </tr> <tr> <td>INSURER C:</td> <td>Commerce &amp; Industry Ins. Co.</td> <td>19410</td> </tr> <tr> <td>INSURER D:</td> <td>Twin City Fire Insurance Co.</td> <td>29459</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Berkley Assurance Company	39462	INSURER B:	Hartford Underwriters Ins. Co.	30104	INSURER C:	Commerce & Industry Ins. Co.	19410	INSURER D:	Twin City Fire Insurance Co.	29459	INSURER E:			INSURER F:		
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**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			VUMB0037802	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000	
<input type="checkbox"/> Included	GENERAL AGGREGATE \$ 2,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$	
B	AUTOMOBILE LIABILITY			34UECIQ0767	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
							\$	
C	UMBRELLA LIAB			BE033517357	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS	0					\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			34WECBS1174	8/17/2015	8/17/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: RFP #1516-007 Playground Equipment for Little River Park

<b>CERTIFICATE HOLDER</b>  cdbg@cityofmoore.com  City of Moore Purchasing Division 301 N. Broadway Suite 142 Moore, OK 73160	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Kerry Buehler/KERRY
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## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract executed prior to date of occurrence	For commercial construction only - no residential work performed by or on behalf of the insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing that such person or organization be added as an additional insured. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that additional insured. A person's or organization's status as an additional insured under this endorsement ends when your operations for the additional insured are completed.
- B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply:
1. "bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement; or
  2. "bodily injury" or "property damage" occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; or
  3. "bodily injury" or "property damage" arising directly or indirectly out of the negligence of the additional insured(s); or
  4. "bodily injury", "property damage", or "personal or advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including, but not limited to:
    - a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, filed orders, change orders or drawings and specifications; and
    - b. Supervisory, inspection, architectural or engineering activities.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**



# **PlayWell**

**Athletic, Park, & Playground Equipment**

## **PlayWell. (The PlayWell Group, Inc.) –**

- ◆ Established - 1988 in Albuquerque, NM,
- ◆ Owned By - Matisse Martinez, President and Jeff Popenoe, Vice President  
D/MWB / HUB Certified
- ◆ Texas Corporation – Established in 1997
- ◆ Primary Markets - Schools, Local Park & Recreation, Apartments, Churches,  
Daycares, Military, State Parks, Head Starts
- ◆ Exclusively representing Playworld Systems, Inc., Wabash Valley  
Manufacturing, Icon Shelter Systems and many more
- ◆ Playworld Systems President's Award - 2011
- ◆ Playworld Systems Best Sales Organization 2009
- ◆ Playworld Systems Most Improved Agency, 2005
- ◆ Playworld Systems Best Sales Organization, 2006
- ◆ Past Texas Recreation & Parks Society – Ex - Board Member, 5 years
- ◆ BuyBoard Vendor
- ◆ HGAC Vendor
- ◆ New Mexico SPD Vendor
- ◆ Territories – Texas, New Mexico, Oklahoma, and Arkansas

## **Operational Offices-**

Dallas, Texas -Corporate Office  
4743 Iberia Ave. Suite C  
Dallas, TX 75207  
972-488-9355, Fax 800-560-9150  
Direct number – 972-488-0162  
Toll Free – 800-726-1816

Albuquerque, New Mexico - Customer Service Office  
9430 San Mateo Blvd. NE, Unit G  
505-899-1762, Fax 888-560-9012  
Toll Free – 800-726-1816

Website – [www.playwellgroup.com](http://www.playwellgroup.com)

## **Personnel-**

- **Sales Consultant Team**  
Mike Howerton, C.P.S.I. NE TX  
Eric Elder, C.P.S.I. NE TX  
Steve Thompson C.P.S.I., Ft. Worth & North Central Texas  
Brooks Smith, Southeast Texas, Houston  
Carl Simmons C.P.S.I., Austin, Central Texas, Lea County, NM  
Ed Reed C.P.S.I., North & Central New Mexico  
Paige Underwood C.P.S.I., Lubbock, West Texas, Oklahoma Panhandle,  
Eastern New Mexico

**800-726-1816**

**[www.playwellgroup.com](http://www.playwellgroup.com)**

**Play Safely, Play All, PlayWell**

# **PlayWell**

**Athletic, Park, & Playground Equipment**

Dan Libby, C.P.S.I., San Antonio, South Texas Rio Grande Valley  
Amber Fitzgerald, Oklahoma City, Oklahoma  
Rob Edgars, C.P.S.I., Southeast Texas, Houston  
Jeff Popenoe, C.P.S.I., So. NM / El Paso County

- **Sales Support Team**

Claudia Wolosz  
Cherie Brooks  
Pam Johnston  
Carrie Chavez C.P.S.I., CAD Playground Design

- **Customer Service Team**

Leonella Martinez, Customer Support Manager / Purchasing  
Susan Hill, Parts / Warranty Service  
Jan Miceletti, Parts / Warranty Service  
Erica Saiz, Purchasing /Accts. Receivable / Freight  
Danielle Nelson, Customer Service / Installation Coordination  
Bertha Bolivar, Customer Service

- **Additional Support Personnel-**

Paul and Barb Gesner, Treasurer/Accounting

- **Executives –**

Matisse Martinez, President / Owner  
Jeff Popenoe, Vice President / Owner / Cell 214-505-3255

**Certified Installers Team-**

Rex Playgrounds - Serving Oklahoma and Arkansas  
John Walters, Owner

Walk In The Park Construction - Serving - North, West and Central Texas,  
Oklahoma  
Scott Jones, Owner

Wade Construction – Serving Southeast Texas  
Erin Marshal, Superintendent

Hansen & Prezzano – Serving New Mexico & El Paso County  
Hep Prezzano, N.P.S.I., Partner  
Brian Hansen, N.P.S.I., Partner

RGH Creative Landscapes, Inc. – Serving West Texas, Eastern NM  
Randy Hall, Owner

**800-726-1816**

**[www.playwellgroup.com](http://www.playwellgroup.com)**

**Play Safely, Play All, PlayWell**

# ***PlayWell***

**Athletic, Park, & Playground Equipment**

## **Oklahoma Project References;**

- 2014 Oklahoma City Zoo-New Wheelchair ADA Playground  
Sales Consultant - Amber Fitzgerald  
Installer - Rex Playground
- 2014 Mitch Park YMCA, Edmond  
Sales Consultant – Amber Fitzgerald  
Installer – Rex Playground
- 2014 Mid-Del Public Schools-Soldier Creek & Midwest City Elementary  
Sales Consultant - Amber Fitzgerald  
Installer – Rex Playground
- 2014 Vinita Public Schools  
Sales Consultant – Amber Fitzgerald  
Installer – Rex Playground
- 2014 Watonga Housing Authority  
Sales Consultant – Amber Fitzgerald  
Installer – Rex Playground
- 2014 City of Moore – Little River Park  
Sales Consultant – Liz Hughes  
Community Build with Rex Playground Supervision
- 2014 Yorktown Development – Jenks, OK  
Sales Consultant – Amber Fitzgerald  
Installer – Rex Playground
- 2014 City of Pryor –Energi Stations & 2-5 Playground  
Sales Consultant – Amber Fitzgerald  
Installed by City of Pryor
- 2015 Mid-Del Public Schools – Del City Elementary  
Sales Consultant – Amber Fitzgerald  
Installer – Rex Playground
- 2015 Kiefer Public Schools – Kiefer Elementary  
Sales Consultant – Amber Fitzgerald  
Installer – Rex Playground

**800-726-1816**

**[www.playwellgroup.com](http://www.playwellgroup.com)**

**Play Safely, Play All, *PlayWell***



# ***PlayWell***

**Athletic, Park, & Playground Equipment**

- 2015 City of Tulsa-Springdale Park  
Sales Consultant- Amber Fitzgerald  
Installer – Rex Playground
- 2015 Council Road Baptist Church – Bethany  
Sales Consultant – Amber Fitzgerald  
Installer – Rex Playground & Supervised Volunteer Installation
- 2015 Boulder Creek Apartments, OKC - JPS Assets  
Sales Consultant – Amber Fitzgerald  
Installer – Rex Playground
- 2015 Village at Stratford Apartments, OKC  
Sales Consultant – Amber Fitzgerald  
Installer – Rex Playground
- 2015 Mayfair Church of Christ, OKC  
Sales Consultant – Amber Fitzgerald  
Installer – Rex Playground
- 2015 Freewill Baptist Church, Cushing  
Sales Consultant – Amber Fitzgerald  
Installed by the Church
- 2015 FBC of Cheyenne  
Sales Consultant – Amber Fitzgerald  
Installer - Rex Playground
- 2015 Catoosa Public Schools-Helen Paul Learning Center  
Sales Consultant – Amber Fitzgerald  
Installer – Rex Playground
- 2016 Upcoming Projects to be installed:  
City of Medford Tot Lot- 2-5 playground  
Meeker Public Schools- 2-5 & 5-12 playgrounds  
YMCA Downtown OKC- 2-5 playground



*Service you only thought was extinct.*

# PLAYGROUND EQUIPMENT

SINCE 1947

Rex Playground Equipment, Inc.  
P.O. Box 75141 • Oklahoma City, OK 73147  
405/942-2880 • Fax 405/946-5799  
800-243-7412

Rex Playground Equipment, Inc. prides itself on its experienced, expert staff of installers. Our installation work is guaranteed for a period of one year from our completion date. Rex Playground staff will correct or repair the issue at no charge to the customer during that period.

Please refer to manufacturers' warranties regarding parts. Installation of replacement parts under manufacturers' warranties may be installed at no charge, or may require a nominal fee for travel or materials, paid by the sales agent or customer.

This warranty excludes equipment misuse, vandalism, or extreme acts of nature, such as tornadoes, earthquakes and floods. Please contact Rex Playground directly with questions, concerns, or to request service.





# Warranty

For hassle-free maintenance, we guarantee to provide you with the best quality products crafted from the finest materials available.

For your peace of mind, we offer a Hassle-Free Warranty – the best warranty available – on all of our products, playgrounds and maintenance parts. An item will be replaced hassle-free, if a defect is discovered during a valid warranty period.

Please note: Playworld Systems, Inc. may request photographs to identify the type of maintenance concern and to prevent it from happening in the future.

## Limited Warranty

Playworld Systems, Inc., warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with our published specifications. The warranty shall commence on the date of the Playworld Systems, Inc., invoice and terminate at the end of the period stated here (shown right).

The warranty stated is valid ONLY if the products and structures are: erected properly and in conformity with the layout plan and/or installation instructions furnished by Playworld Systems, Inc. using approved parts; maintained and inspected in accordance with Playworld Systems, Inc. instructions; subject to normal use for the purpose for which the goods were designed; not subject to vandalism, misuse, neglect, accident or unauthorized addition or substitution of parts; not moved, in whole or in part, after its initial installation; and not modified, altered, or repaired by persons other than Playworld Systems, Inc. or its designees in any respect which, in the sole judgment of Playworld Systems, Inc., Inc., affects the condition or operation of the structures.

This warranty does not cover: 1) cosmetic damage or defects, such as surface scratches, dents, marring, fading, discoloration, corrosion, warping of recycled plastic lumber, and cracking or peeling of Eco-Armor® polyethylene coating; 2) damage due to normal wear and tear; 3) Damages to SMARTE® playground surfaces from improper site preparation and/or installation, improper maintenance and/or the use of unapproved cleaning materials. Surface punctures from items such as, but not limited to: knives, high heel shoes, chair legs, and park maintenance equipment. Damages due to normal wear and tear of top surfaces located under slide exits, equipment bases, and swings. 4) damages due to “Acts of God”, such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes,

and wind storms; and 5) damages due to “Environmental Factors”, such as wind-blown sand, salt spray, or airborne emissions from industrial sources.

## Limited Warranty Time Periods

**LIFETIME** on steel and aluminum posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

**25 YEARS** on Spring Mates® aluminum castings.

**15 YEARS** on all perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, recycled plastic lumber, roof panels, stainless steel slides, aluminum slide, and PlayWeb® tubular steel parts, except as otherwise specified below by product family type.

**10 YEARS** on fiberglass signage, RockBlocks® handholds, shade fabric and components, accessible swing seats, steel-core cable, all Fun Centers™ and FirstPlay™ play structures, and pre-cast PolyFiberCrete® or reinforced concrete products. The warranty for pre-cast concrete products does not cover minor chips, hairline cracks or efflorescence.

**5 YEARS** on all PlaySimple® play structures; DropZone Tower™; LiveWire Zip Line™; AeroGlider™; Border Timbers™; swing seats; steel coil and C springs; and site amenities including all benches, tables, litter receptacles and bike racks. All motion/moving play components and parts. All motion/moving play components and parts. SMARTE® playground surfaces including impact attenuation characteristics per ASTM F1292-09 as required at time of installation.

**2 YEARS on NEOS®**, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, flex treads and any other materials not covered above. (\*An extended 3-year NEOS parts-only warranty is available for purchase, providing a total coverage of five years.)

For our complete warranty, visit [PlayworldSystems.com/Warranty](http://PlayworldSystems.com/Warranty) or contact your local authorized Playworld Systems, Inc., representative.

*Design: Playworld Systems, Inc. will continue to improve the equipment available for your play area and therefore reserves the right to change the design specifications without notice.*



# Shade Warranty

## General Guarantee

**PLAYWORLD SYSTEMS®, INC.** warrants its products to be free from defect in materials or workmanship during normal use and installation in accordance with its published specifications, as follows:

- **Limited 20-YEAR WARRANTY** on steel posts, all hardware, clamps, shackles, wire post caps and cast aluminum parts against structural failure due to defects in materials or workmanship.
- **Limited 10-YEAR WARRANTY** on all steel tensioning devices against structural failure due to defects in materials or workmanship.
- **Limited 10-YEAR WARRANTY** on shade fabric components against structural failure, mildew, significant fading, deterioration, cracking or discoloration due to ultraviolet exposure outdoor heat or cold, due to defects in materials or workmanship. Should a valid warranty claim be made under the warranty, Playworld Systems may repair or replace the product at its sole discretion.



**PLAYWORLD SYSTEMS®, INC.** has achieved ISO 9001:2000 certification. Awarded by SGS International Certification Services Inc. in 1998, ISO 9001:2000 is

an exacting quality control standard for companies that design, manufacture, sell, and service products throughout the world. The standard contains stringent criteria that apply to every facet of doing business including sales, customer service, engineering, manufacturing, quality assurance, and shipping. Playworld Systems, Inc. is proud to hold this prestigious designation, another sign of our continuing efforts to provide our customers with the highest quality products and services available.

Design: **PLAYWORLD SYSTEMS, INC.** will continue to improve the equipment available for your play area and therefore reserves the right to change the design specifications without notice.

The warranty stated above is valid only: if the structures are erected in conformity with the layout plan and/or installation instructions furnished by Playworld Systems; using approved parts; have been maintained and inspected in accordance with Playworld Systems's instructions; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to vandalism, misuse, neglect, or accident; have not been subjected to unauthorized addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Playworld Systems or its designees in any respect which, in the judgment of Playworld Systems, affects the condition or operation of the structures.

The above warranties commence on the date of Playworld Systems's invoice. Should any failure to conform to any of the expressed warranties occur within the applicable warranty period, Playworld Systems shall, upon notification in writing of the defect, correct such nonconformity, either by repairing any defective part or parts or by making available a replacement part within 60 days of the written notification. This shall be the purchaser's exclusive remedy. Playworld Systems shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO REPRESENTATION, ORAL OR WRITTEN, OF ANY Playworld Systems REPRESENTATIVE MAY BE SUBSTITUTED FOR THE AFOREDESCRIBED EXCLUSIVE LIMITED WARRANTY. TO THE EXTENT PERMITTED BY LAW, Playworld Systems, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHICH ARE EXPRESSLY EXCLUDED FROM THIS SALE.

To make claim under the terms of this Warranty, the buyer's written statement of claim, along with a copy of the original invoice, maintenance records, and supporting photographs, must be sent to:

**PLAYWORLD SYSTEMS, INC., 1000 Buffalo Road,  
Lewisburg, PA 17837-9795 USA.**

## Terms and Conditions

**PRICES:** F.O.B. Lewisburg, PA Subject to change without notice.

**FREIGHT CHARGES:** Determined and collected by carrier.

**LOSS or DAMAGE in TRANSIT:** **PLAYWORLD SYSTEMS®, INC.** is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the shipment was made complete and in good condition. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages should be noted on the freight bill before it is signed.

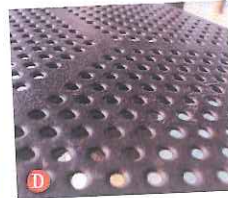


# The Playworld Systems® Difference

For over 40 years and two generations, we've never rested in our pursuit of building the world's best play and ownership experience. For us, details are more than details; they're places where we see opportunities to improve.



Made in the U.S.A.  
Playworld Systems products are made in central Pennsylvania using domestic and foreign content.



## Unparalleled Craftsmanship

We build each and every playground with the utmost care and skill, a commitment to superior quality that can be seen in everything we create.

- A Super Durable Polyester Powder Coating:**  
Complete with Rust Defender for remarkable protection on all weld joints and brackets. Superior UV stability and color fade resistance with 80% gloss retention over 6 years (as compared to standard paint, which maintains only 20% gloss retention in 2 years).
- B Superior Rotomolded Plastic:**  
Compounded resins offer reliable color consistency and UV stability, and are graffiti-resistant. Provides 34% elongation/stretching properties and up to 33% greater impact-resistance, which creates a superior product (as compared to dry-blended resins).

## Premium Materials

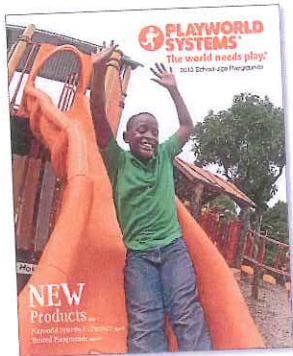
To deliver lasting benefits, our playgrounds are made of the most environmentally friendly, premium materials available. All materials listed below are 100% recyclable:

- C Exceptional HDPE Plastic:**  
Color-matched to our rotomolded plastics and powder coating for aesthetic appeal, and graffiti-resistant for easy cleaning.
- D PVC-Free Eco-Armor®:**  
Durable, thermoplastic coating for extra protection on high traffic areas is FREE from all harmful phthalates, lead, cadmium and dioxins.
- E Easy-to-Install Clamps:**  
Die cast aluminum clamps for precision fit and 360° compression, and 10 times stronger than required!

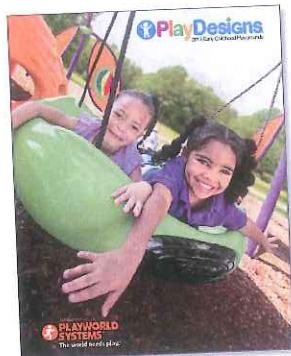
For a detailed listing of all our premium materials, visit [PlayworldSystems.com/Materials](http://PlayworldSystems.com/Materials)



# The Playworld Systems® Difference



**Playworld®**  
Ages 5-12  
School-age playgrounds



**PlayDesigns®**  
Ages 5 and under  
Early Childhood Playgrounds



**PlaySimple®**  
Ages 2-5 and 5-12  
Ruggedly Built Playgrounds



**NEOS®**  
All ages  
Electronic Playgrounds



**ENERGI®**  
Ages 9-14 and 13+  
Outdoor Fitness Equipment



**LifeTrail®**  
Ages 50+  
Outdoor Wellness Equipment

## Play for All Ages and Abilities

We understand the transformative power of play, and including everyone in play is more than just a corporate slogan or a golden rule. For us, it's one of the most fundamental strengths of play. Breaking down barriers, overcoming challenges and discovering new possibilities are vital experiences for everyone, regardless of age or ability. With Playworld Systems, those inclusive possibilities are built in.

ssh1306061 • © 2013 Playworld Systems, Inc.



# The Playworld Systems® Difference

## Authentic Sustainable Initiatives

We believe in genuine environmental stewardship, which is why we've invested significant resources to lead in responsible, sustainable manufacturing practices. Because we believe the legacy of play shouldn't damage the legacy of the planet.

Playworld Systems' leads in environmental firsts and exclusives:



### **Cradle to Cradle Certified™ Silver**

First and only playground manufacturer to have products Cradle to Cradle Certified™ Silver. This is a rigorous and comprehensive environmental certification system that evaluates products and materials for their impact on human and environmental health, and assures recyclability of our products after their usable life.



### **LEED Certified Facility**

First and only commercial playground manufacturer to have its facility be LEED® Certified (Leadership in Energy and Environmental Design) by the U.S. Green Building Council under the rating system for Existing Buildings: Operations & Maintenance.

### **Evergreen Award**

The only company to receive the prestigious 2011 Evergreen Award in the Sports & Recreation category from the General Services Administration (GSA) Integrated Workplace.

### **Carbon Footprint**

The only company to show the entire picture: cradle-to-gate carbon footprint for each playground, which measures the total greenhouse gasses produced (others just show their own manufacturing impact, at best).

### **PVC-Free**

99.999% of Playworld Systems' products are PVC-Free. We use Eco-Armor®, a durable, thermoplastic, PE (Polyethylene) coating that is phthalate free, lead free, and cadmium free, and averages a 38% lower carbon footprint than PVC coatings. Many of our competitors cannot state this claim!

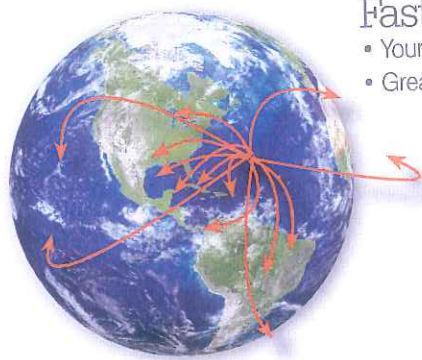
### **Other environmental initiatives:**

- All packing and shipping materials are 100% recyclable.
- Recycling 96% of our waste.
- Many of our raw materials contain 25% to 100% recycled content.
- Reduced energy usage by 176,000 kwh annually, through conservation and lean manufacturing implementation.
- Audits material content and operations for safety and environmental concerns

# The Playworld Systems® Difference

## The Worlds Best Ownership Experience

When we build your playground, we build it with passion, as if we're building it for our own family or friends. That's why every Playworld Systems playground is backed by a level of ownership support – before, during, and after your purchase – that's as strong and long-lasting as the playground itself.



### Fast Delivery

- Your order is shipped 10-15 days after you place it
- Greater than 99% accuracy in meeting our promise-to-deliver date



### PlayPod™

- Brings your playground into the 21st century, at no additional cost to you
- Cutting-edge mobile access to all of your playground's important maintenance information
  - Install the PlayPod anywhere on your playground
  - Scan the 2D code (Tag) with your smart phone or tablet
- Cool New Features:
  1. Access and organize information right from your desktop computer
  2. You control the amount of information provided to your local community; they can make donations, report problems, or access play activities



## Rapid Response Maintenance Parts Program

- Submit requests via phone or online at [PlayworldSystems.com/Parts](http://PlayworldSystems.com/Parts)
- You'll receive an immediate solution, and your parts will be shipped within 3-7 business days

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# PlayPod™



# PLAYPOD™

PlayPod is a revolutionary new tool that gives you instant mobile access to all of your playground's important information, including maintenance documents, part numbers, customer service direct links and phone numbers – right on your playground.

And with the PlayPod website, you can access all of that same important playground information right from your office computer. With the FREE PlayPod website, you can control the amount of information provided to your local community; they can make donations, report problems, or access play activities.

## How PlayPod Works:

You'll receive a FREE PlayPod with your Playworld Systems order. Simply install PlayPod on your playground, download a free QR code reader app, and scan the 2D code with your mobile device. It's that easy.

## Your PlayPod Welcome Screen

After you scan the 2D code with your smartphone or tablet PC, you'll come to a welcome screen with the information about your playground, including your order number, the date it was manufactured and the original drawing number.

Your local Playworld Systems representative is also displayed so you have quick access to their information whenever you need it.

You also have two options to choose:

1. Fun & Play Tips
2. Nuts & Bolts



sshtvSS2535 - PlayPod • July 18, 2014 12:25 PM • © 2014 Playworld Systems, Inc.

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Lewisburg, PA | 800.233.8404 | +1.570.522.9800 | [PlayworldSystems.com](http://PlayworldSystems.com)

**PLAYWORLD SYSTEMS™**  
The world needs play.®



## Fun for Your Community



### Fun & Play Tips

Members of your community, visiting your playground, can select 'Fun & Play Tips' to view weekly play tips, check-in on Facebook, make monetary donations to your playground, and more.



### Weekly Play Tip

A different play tip will show each week.



### Check-In

Community members can check-in on Facebook.



### Play Opportunities

Community members can watch videos to learn more about specific products on the playground.



### About this Play Space

This feature is optional. It can be turned on or off through the PlayPod website. When the option is turned on, it allows you to feature news and information about your playground through PlayPod's mobile app. Up to 10 website links and a brief description can be added to the website. (Examples: A link to a park map, a link about the dedication/story of the playground, information about the community, etc.)



### Donate

This feature is optional. It can be turned on or off through the PlayPod website. When the option is turned on, you can promote your fundraising efforts through PlayPod's mobile app. Community members will have three options for donating money:

- 1. Donate Now** – This option is linked to a third party fundraising website that you created to collect monetary donations. There are numerous fundraising websites available; it's up to you to find what works best for your organization.
- 2. Donate Later** – This option gives the community member the ability to make a donation, but do it at a later time. They simply enter their email address and PlayPod will send a reminder email to the person about their interest in making a donation.

- 3. Contact Me** – This option gives the community member a short form to complete on the PlayPod mobile app. You or a member of your staff would then contact the person about their interest in donating to the playground.



### Report a Problem

This feature is optional. It can be turned on or off through the PlayPod website. When the option is turned on, the community member can report problems using a short form on PlayPod. At that time, you would receive an email back your office about the problem.



### Request a Catalog

Members of the community can request a Playworld Systems catalog.



### Find a Dealer

Provides the ability to find local Playworld Systems representatives.



### About Playworld

From the playground, community members can learn more about Playworld Systems.

## Your Maintenance Team's Greatest Tools






### Nuts & Bolts

PlayPod simplifies the process of maintaining a playground over time. Maintenance professionals no longer have to locate reference materials or call a distributor to find the information they need. PlayPod will save you precious time and money.


'Nuts & Bolts' gives you instant access to ALL of your playground's important maintenance information - right on your playground!



By selecting one of PlayPod's icons, you have immediate access to your playgrounds:

-  Installation and maintenance information
-  Bill of materials, including installation instructions, hardware details and part numbers
-  Color(s) and coating types for each specific part

You will also see the quantity, specific product numbers, and a thumbnail image of the product photo, which can be enlarged for easy viewing. Your playground's order number is also shown at the bottom of every screen for easy reference.

PlayPod also allows you to combine your sales orders to one 'pod' for phased projects. Once an order is combined, your main order number will still show at the bottom of the screen, but you will also see the phased sales orders highlighted in orange on the screen. To the right of each sales order number is the icon  which will provide more details about each sales order number.

## See it Now... or See it All Later

### PlayPod - Mobile App:

You have the option to view all of the documents for your playground instantly, or check the box by the wrench icon to see the maintenance and installation information for only those parts you select.

Open and view the documents immediately on the playground or email the links directly to your office for viewing later, at your own convenience.

If you have any questions, the ? help icon will give you instant access to our Customer Service Team by phone or email.

### PlayPod - Website:

With the PlayPod website, you can locate and take ownership of a sales order by 'claiming' it on your computer. Once you claim the sales order you have access to all of the important playground information right in your office.



### Customization Options

The PlayPod website gives you the ability to customize your information.

- Organize your information so that it makes sense to you
- Password protect the Nuts & Bolts section of the PlayPod mobile app
- 'About This Playspace', 'Donate' and 'Report a Problem' are all optional features that can be turned on or off through the website

If you have any questions on the website, the 'Support' tab will give you instant access to our Customer Service Team by phone or email, as well as a list of FAQ's.

**Maintaining your playground is easy with PlayPod and Playworld Systems.**



## PlayPod Castings and Labels

### Castings

Designed to fit Playmakers®, Challengers®, and Activo playgrounds.

Includes all playground information, including freestanding products and playgrounds that were included on the SO#.

To install, the casting should be attached to a visible, accessible post on the playground. See the installation instructions for more information.



### Labels

Designed for select freestanding products or any playstructure that does not have a Playmakers®, Challengers®, Explorers®, or Activo post.

The PlayPod label includes the same information as the PlayPod casting, but it's only for that particular product.

The PlayPod label should be adhered to the product that is displayed on the PlayPod label bag. This bag includes a product description, ZZ number, and/or a picture of the product.

To install a PlayPod label, locate the largest post or flat surface of the product. Adhere the label in a clearly visible location. The label should only be applied to a metal surface. See the installation instructions for more information.



## PlayPod Retrofit Program

- Retrofit kits may be purchased for existing playground structures which were ordered after August 1, 2009.
- Kits will provide information for every component and independent item included in the original SO#.
- Retrofit kits are available ONLY for orders which included a Playmakers®, Challengers® or Explorers® play structure.
- Retrofit kits will include the PlayPod sign and casting only. It will not include PlayPod labels for independent items.
- PlayPod retrofit kits will have the same functionality as those shipped with new orders and will provide the same information about the existing playstructure that is provided for new structures, including:
  - Sales order number (SO#)
  - Date of manufacture
  - Drawing number
  - Local Dealer's contact information
  - Playworld Systems' contact information
  - List of products included in the order
  - Each product's bill of materials and colors
  - Access to each product's installation and maintenance instructions

*PlayPod castings and labels are not available for ENERGI®, LifeTrail®, FirstPlay™ Toddler/Infant, or site furnishings.*



# Nautical Theme

The fastest way to get kids talking: make them

## WALK THE PLANK.

Installing our nautical-themed play equipment is a surefire way to grow children's language skills. When kids engage in imaginative play, they use more sophisticated language to describe the worlds they're creating. Every play activity builds on the nautical theme, allowing kids to tell a complete story as they play.



Mix and match components to make your own nautical themed playground.

## Themed Play Products

- Playground becomes a stage for development.
- Gives a traditional playground a theme that enhances play and develops the imagination.
- Children are encouraged to create their own stories and adventures.
- Promotes intellectual development.
- Develops social & language skills.
- Stirs the imagination.
- Allows for role playing and open-ended play.
- Ages 2 - 12.
- Challengers® only.
- Can incorporate custom flags.



Ages 2-5 Nautical Theme



Also available in Themed Play: Nature & Castle



## Nautical Theme *continued*



Front View

## Nautical-Themed Playground

- Have your own "I'm the king of the woooooorld!" moment on the bow of the ship.
- Battle the 10' (3,05m) sea monster.
- Chocolate-beige-chocolate sheet plastic creates a wood grain appearance (can also be in any existing two-color sheet plastic).
- Ready! Aim! Fire! Sink your enemy's ship with the cannons!
- 3D rotomolded ship parts create a unique combination with sheet plastic walls.
- 'Walk the plank' or bounce your way on and off of the ship.



Back View

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# Nautical Theme *continued*

## Nautical Pre-designs



350-1516 Minnow



350-1406 Castaway Cove



350-1155 Jolly Roger



350-1101 Ahoy Matey

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## Nautical Theme *continued*

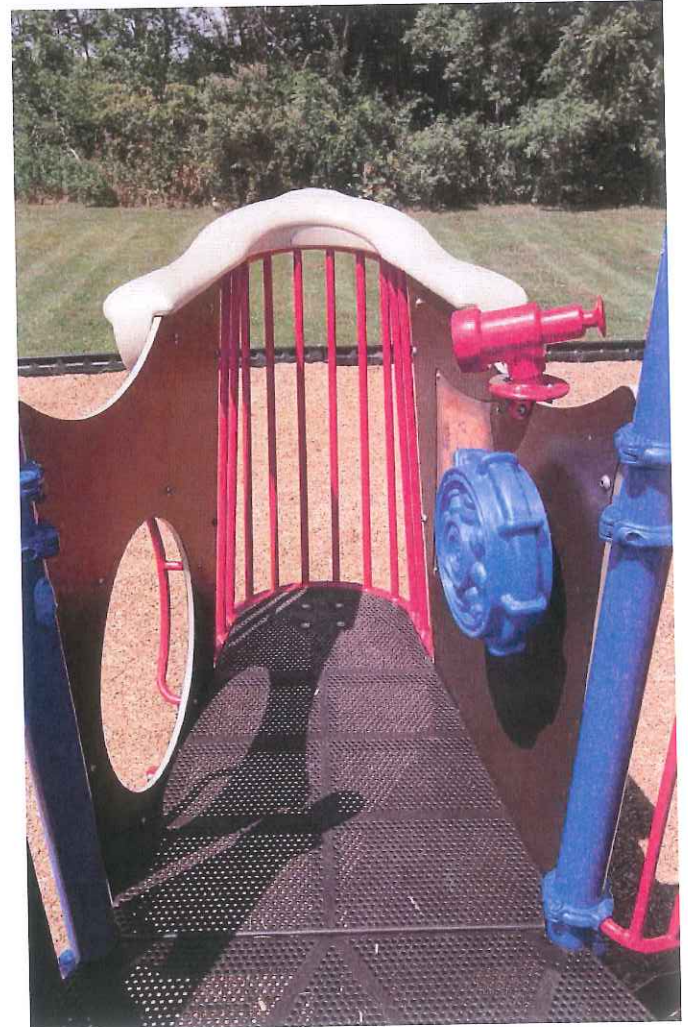
Ages 5-12  
Bow Climber



Early Childhood (ages 2-5)  
Nautical Bow Climber

### Bow Climber

- Chart your course with the navigation panel.
- Look for land with the attached telescope.
- Woodgrain pattern on two-color sheet plastic & rotomolded plastic.
- 3' (0,91m) & 4' (1,22m) deck options.
- Stow away on the ship by climbing the cargo net and crawling through the porthole.
- Steer your ship through uncharted waters at the captain's wheel.
- 2-5 year-old version features steel climber.





## Nautical Theme *continued*



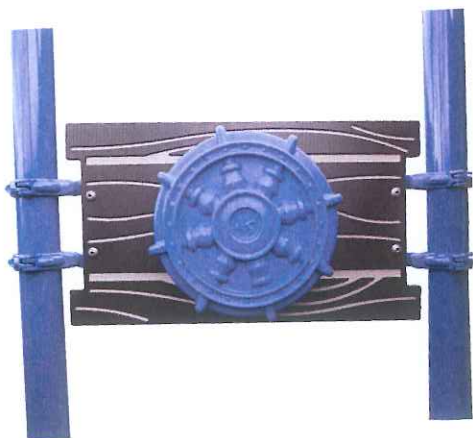
### Brig Panel

- Woodgrain carved into two-color sheet plastic.
- Deck & ground level installation.
- Barrier completes the look of your ship.



### Nautical Porthole Panel

- Lexan® porthole window.
- Two-color sheet plastic with woodgrain pattern.



### Steering Wheel Panel

- Two-color sheet plastic with woodgrain pattern with rotomolded ship's wheel.
- Perfect themed component for use as the required deck level panel on nautical themed designs with sail posts.
- Can also be installed at ground level.



### Walk-Through Panel

- Two-color sheet plastic with woodgrain pattern.
- Perfect themed component for use as the required deck level panel on nautical themed designs with sail posts.
- Can also be installed at ground level.



## Nautical Theme *continued*



### Sunken Treasure Hunt Panel

- Turn the playground into a treasure hunt! Spin the dial and search for the colorful cast aluminium treasures hidden throughout the ship.
- Cast aluminum treasures include jewels, crown, crest, sword, key and ring.
- To keep the challenge fresh, icons can be swapped between their locations using new rivets and the pop rivet tool that is included FREE.



### Drum Cannon Panel

- Combines two-color sheet plastic and a fiberglass graphic panel.
- Ready! Aim! Fire!
- Peek through the window and aim at the enemy ship! Pound on the cannon to fire!
- Features rotomolded plastic, two-color sheet plastic and a Lexan® clear plastic window.
- Deck & ground level installation.



### Sea Serpent Spiral Slide

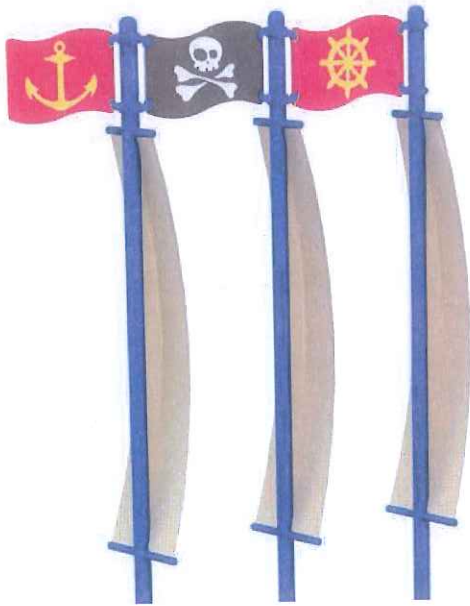
- A 10' (3,05m) Serpent is approaching your ship! Is he a friend or a foe?
- Save the ship by leaping into the mouth of the serpent & sliding to victory.
- Sheet plastic head, rotomolded slide.
- From 6' (1,83m) deck or use with step-up bracket for access from 4' (1,22m) and 5' (1,52m) decks.



### Nautical Slither Slide

- Our Slither Slide comes to the nautical-themed playground with a new sheet plastic panel entrance that features a realistic woodgrain pattern.
- Sectional Slither Slide can be configured to several heights and customized to feature different twists and turns.
- The new slide entrance is not exclusive to nautical-themed playgrounds; it can be used in any of our current layouts.
- Features a rotomolded plastic slide with a sheet plastic panel.
- From 4' (1,22m) to 9' (2,74m) decks.
- Optional Roller Slide section can be added.

## Nautical Theme *continued*



### Sail & Flags

- Sails are powder-coated steel.
- Sails must be installed in multiples of 2 or more.
- Warn all other ships to beware! Fly the jolly roger!
- Double-sided flags available in any two-color sheet plastic.
- Add visual interest, height and personalization to your ship.
- Customize flags with school colors, name, logo, town, team, etc.
- Connecting flags and deck level panels are required to be mounted between 2 sail posts.



Custom Nautical Flag examples



## Nautical Theme *continued*



Ages 5-12  
Stern Climber



Ages 2-5  
Stern Climber



Ages 5-12  
Walk the Plank

### Stern Climber

- The stern climber completes the look of your ship.
- Functional and imaginative at the same time.
- Children can climb inside & out.
- Two-color sheet plastic creates woodgrain panels.
- Connects to a 4' (1,22m) deck only.
- 2-5 year-old version features a closed balcony.

### Walk the Plank

- Made from PVC-Free Eco-Armor®
- "Watery" movement of the plank is created by a hydraulic dampener and spring combination.
- Will not catapult like a springboard.
- Also available in fixed version for 2-5 year olds.

# Branch Out™



Go to [Playworld.com](http://Playworld.com) to read more information and see our Branch Out™ product video.

Branch Out™ combines exciting scale and tree climbing action to revitalize post-and-platform play. While still a post-and-platform structure, its size, form and open layout enhance its play value and appeal.



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## Branch Out™ *continued*



A good climbing tree offers a distinctly rich blend of play activity: inviting low branches, challenging upper branches, unpredictable climbing paths, perch points and multiple aspects to discover—including shady spots for hiding, cooling off, or simply relaxing.

Inspired by nature, Branch Out is not an attempt to copy it—rather, it's designed to provide the best aspects of tree play, complete with intuitive appeal, playful complexity and multiple challenge levels for children ages 5-12.

Low and medium-height climbing nets offer parallel play events at different challenge levels, along with inviting access for both young and more advanced climbers. Hand- and footholds on the Branch Out trunk add to the climbing options. The oversized rope bridge functions as a thick tree limb for balance activities, perching, hugging, and clinging.

Branch Out's open layout provides multi-directional play flow and social interaction. Beginners at lower levels can watch more advanced climbers above. Kids at play can see one another across the entire structure. And perch points above allow for resting and observation.

The multitude of climbing and balance activities provide excellent physical play value. Geometric patterns, interaction of different planes and other spatial awareness activities promote cognitive development. And the sharing of ideas, dynamic response of interconnected webs, and intersecting play paths encourages social interaction and development.

Branch Out is also designed to address functional and practical playground considerations. It can be built out—branched out—in a variety of ways. Its three play "limbs" culminate in decks engineered to integrate with nearly all of our Challengers® and Playmakers® components. That makes it perfect for phased playgrounds that grow over time.

With striking scale and intuitive appeal, Branch Out incorporates play-rich features into an efficient footprint. So you can bring the outstanding value of tree play to virtually any space.





## Features and Benefits

- Focal point of any play space
- Not a model of a tree—rather, a play-rich structure inspired by tree play.
- Lets you install tree-climbing activity anywhere—great for kids who don't have trees to climb
- Hub and spoke design connects to three post-and-platform decks (sold separately): one of each size is required—4' (1,22m), 5' (1,52m) and 6' (1,83m)
- Ideal for phased playground—deck terminals connect functionally with most Challengers® or Playmakers® post-and-platform designs
- “Trunk” with climbing handholds has opening at base for a cozy space, but does not allow children to climb up inside
- Open design offers multiple points of access and easy supervision
- Sturdy nets provide low and medium-height access, different levels of climbing challenge
- Asymmetrical design presents a multitude of approaches and angles to explore and solve
- Unpredictable climbing paths and multiple destinations provide excellent engagement
- Dynamic climbing webs shift and react to climbers, creating balance challenge and a new experience every time
- Offers a variety of physical, sensory and social types of play
- Shade provides cover from sun
- Perch points and “spin pods” provide destinations and gathering spaces

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# Cozy Cocoon

Playground Component



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- Fun for all children, but especially designed for those with autism spectrum disorders.
- Enclosed space for a child to escape the playground when over stimulated.
- Interior textures & molded-in features for tactile exploration.
- Windows on both sides for adult visibility.
- Helpful grips provide easier entrance/exits for child.

Freestanding Options:



Revolve



Sway

# Drop Zone



## Introducing the world's first playground elevator ride.

Swings, slides and climbers have a new competitor. This exclusive, patent pending technology sends the rider safely down 6' (1,83m) to the bottom, and once the child gets off, it magically rises back up again all by itself.

- A completely new way to play!
- Step onto the platform to safely "drop" down to the ground, where kids will jump off and watch it ascend to its original "zone."
- Kids run back up to take a ride over and over again.
- The rider can make the platform rotate around the pole as he/she descends for a more exciting and dizzying ride.
- Children will imagine they are a fireman sliding down a fire pole, a bird flying down to the ground, or an explorer descending into a deep cave... the possibilities for imagination are endless!
- Use in conjunction with either 4' (1,22m) or 6' (1,83m) decks.
- Designed for children ages 5-12.



# Spinami

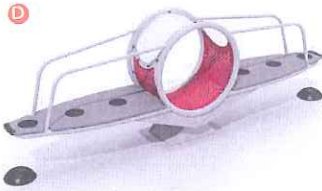
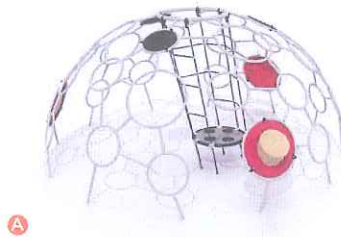


## Want to go for a spin?

- Enhances physical fitness through upper-body and lower-body development.
- Designed for children ages 5-12.
- Post available in any Playworld Systems' Super Durable Polyester Powder Coating colors; platform and top cap available in any of Playworld Systems' rotomolded plastic colors (one selection); rope in black.
- Upright spinning whirl; spins faster the closer you stand to the center pole.
- Accommodates up to 8 users at once.
- Flexible netting adds an element of surprise, and keeps kids playing longer.

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# Unity Collection



## Unity Collection

A. Dome; B. Rushmore; C. Slide Climber; D. Teeter Tunnel; E. Canopy; F. Steppers; G. RockR; H. Hoopla Swing

## The past propels us into the future

The post and platform structure has become standard play equipment on today's playgrounds. When we look back a few decades, playgrounds were a play space that hosted several different pieces of individual play equipment—slides, seesaws, monkey bars, geodesic climbing domes and swings. This decentralized playground layout lets children maneuver throughout the playground, encouraging them to move around and use their imaginations to create new ways to play.

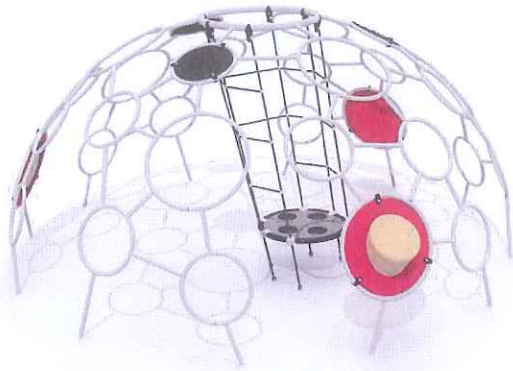
While still fundamentally used, "retro" play equipment isn't as relevant to today's children. It doesn't engage them in meaningful way.

Until now...



## Unity Collection *continued*

### Unity Dome



#### Unity invites kids IN...

- When kids are inside, they are part of the play experience
- Climbing on the inside presents new challenges for the mind and body
- Be at the center of all of the action when you climb in the center rope "chimney" (shown below)
- Inside is as fun as outside

#### Unity dares kids to climb ON...

- Unique rings and rungs create a new adventure, new climbing and play experiences
- Face each other while climbing/playing for more socialization
- Destination on top provides new perspective after a challenging climb
- Perch points create special destinations, targets to climb to and meet at

#### Unity tempts kids to move AROUND...

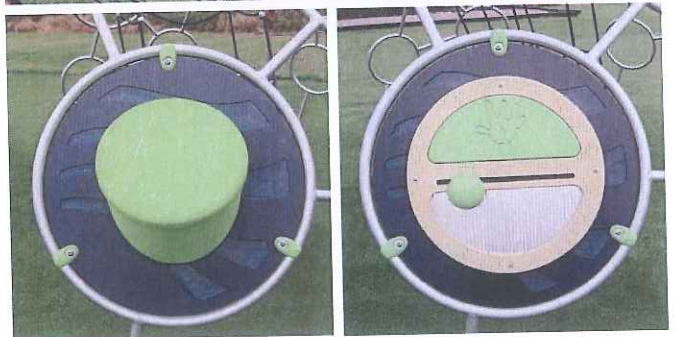
- Children can play at the base until ready to take on the challenge of climbing and can sit in/on lower rings
- Unique Sensory Connections allow children to form music circles where they can see and interact with one another
- Asymmetrical shape provides reason to explore all sides

This dome made up of intricate circles and lines that lead to all sorts of challenging play adventures. Kids can sit, play with one another, create games, and challenge one another. Unity increases upper body strength, improves coordination, and brings everyone together and invites all to play.

Unity is accessible and inclusive. Various levels of height for rings and rungs provide opportunities for those in wheelchairs to grab on and pull themselves up out of their chairs. Rings provide stability for those with some lower body mobility to walk themselves around the perimeter of the dome. The optional sensory connectors provide auditory fun for an inclusive play experience.

Most importantly, Unity Dome is a place where kids meet and work together to create music, games, and claim it as a place of their own...where they can literally hang out, climb to the top, gather together in the rings as they chat.

This unique design challenges older kids and keeps them playing longer.



### Unity Rushmore



A hill is a fantastic environment for play: running up and rolling down. However, not every child lives in an area where there are hills to experience that kind of play and most play spaces are constructed on a flat, level surface. Unity Rushmore brings the “thrill of the hill” to the playground.

Unity Rushmore has all the visual impact of a hill with a large capacity for kids to play. It prompts creativity, teamwork, and plenty of action. A wide variety of play patterns are possible—jumping, crawling, walking, rolling, weaving, and even just chilling out. It’s a focal point, a meeting place and a new destination. From ground level, kids can weave their way into the “cave” underneath to relax on the sling seats. And because the flex treads go to the ground and offer points for transfer, it’s also ideal for inclusive play.

- Visual impact of a hill with a large capacity for kids to play
- Prompts creativity, teamwork, and plenty of action
- A wide variety of play patterns are possible—jumping, crawling, walking, rolling, weaving, and even relaxing
- It’s a focal point, a meeting place and a new destination
- Cozy space underneath with sling seats
- Ground level access with a cozy space and multiple play patterns gives Rushmore inclusive qualities so everyone can enjoy

### Unity Slide Climber



The old slide: climb up, slide down—repeat. Sometimes to change things up, kids would try climbing up the slide bed.

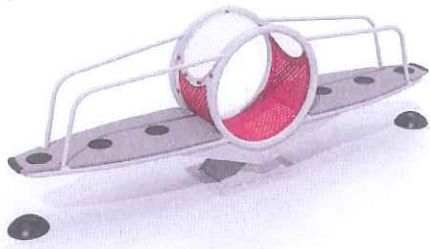
The traditional slide has been updated for today’s youth, with new ways to interact and play with both the equipment, as well as one another. It’s about more than just sliding down—it’s about how you get to the top... gathering with friends in the tube...playing in the space underneath.

Multiple climbers let several children climb at a time-- challenge each other as to who can reach the top first to slide down, or just hang out in the tube at the top, then do it all over again! A variety of materials also offers children a tactile sensory experience. The Unity Slide Climber will become a destination on any playground.

- Three (3) different climbers provide various points of access and challenge
- Varying climbing challenge
- Tube creates a social area/cozy spot at the top of the climbers/slide
- Slide adds element of speed and motion
- Relax in the tube, hang out with friends, and prepare for their descent down the slide
- Sleek, sculptural look is appealing
- Areas of play in the tube, as well as beneath the slide



### Unity Teeter Tunnel



A new take on a playground favorite. The design of the Unity Teeter Tunnel allows a large group of kids to share the experience but is still fun for two. Kids can hang out in the tunnel while other kids do all the “work”. Everything about this activity centers on balance and cooperation—children need to communicate with one another in order to keep the Teeter Tunnel in motion. Kids can experience the Unity Teeter Tunnel standing, sitting, or even lying down. As the piece is in motion, kids work harder to stay balanced, engaging their core muscles. The tunnel creates an integrated cozy spot or a totally different experience for a child while the Teeter Tunnel is in motion.

- Multiple users/riders
- Several ways to use the equipment—standing, sitting, or even lying down
- Different types of play experiences
- Cooperation and socialization

*NOTE: Will be available later in 2015.*

### Unity Canopy



These aren't the monkey bars we grew up with! In the past, a child was set up to fail if they couldn't make it across the entire length. Unity Canopy offers different types of play so that no matter how a child interacts with it, they will always be successful.

Unlike traditional monkey bars, the Unity Canopy is designed to provide multiple points of access with a nonlinear path of exploration. It's not just about getting from point A to point B; it's the journey that matters! The arrangement of circles and rungs in an organic flow lets a child move forwards, backwards, side-to-side, and climb up through to explore the top of the equipment and even hang out above. The rings provide a new way to engage with the structure and since the canopy isn't “flat” but curved, it becomes more challenging.

- Available in large and small (can be combined in a number of design options)
- Multiple points of access, via integrated climbing cleats on support poles, allows many kids to play at a time
- Non-linear path requires advanced motor planning and problem solving skills
- Upper-body activity offers increased physical challenge
- Climb up through the rings or hang by their hands or knees
- Rings of varying sizes provide a new way to engage with the structure
- Curved canopy for a more challenging climb to develop upper body strength
- Space underneath also becomes a play area
- Everyone plays together

## Unity Collection *continued*

### Unity Steppers



The first stepping “stones” were logs or slices of logs that children would step and walk on in “follow the leader” style, but their functionality and level of interest were pretty short lived. They weren’t mounted in the ground for stability and because they were wooden, they were prone to rot and fungal infestations, making them dangerous.

Today our multi-functional Unity Steppers create practical solutions for connecting various pieces of equipment through play linking, inviting users to use different play equipment; suggest routes through a play area, creating challenging paths for children and pretend-play opportunities like crossing rocks in a river or staying out of the way of flowing hot lava. They become a focal point for activity while also providing areas for rest for kids and adults.

- Multi-functional
  - Connect various pieces of equipment through play linking
  - Create challenging paths of differing step heights
  - Offer pretend-play opportunities and game creation
  - Seating opportunities for programming and instructional purposes
- Three diameter sizes and heights to choose from
  - Small 1'4" x 1'4" x 0'8" (0,4m x 0,4m x 0,2m)
  - Medium 2'0" x 2'0" x 1'0" (0,61m x 0,61m x 0,3m)
  - Large 3'10" x 3'10" x 1'7" (1,18m x 1,18m x 1,18m)
- Special non-slip disks for sure-footedness

### Unity RockR



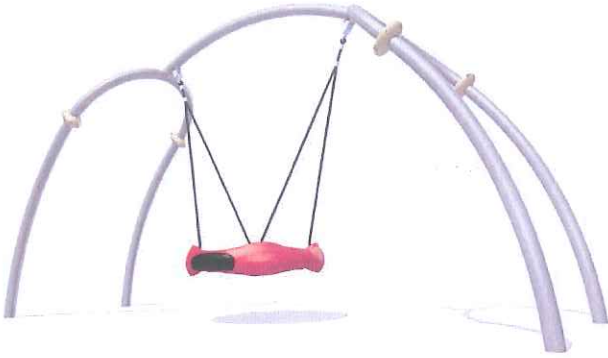
Kids of all ages and abilities love the sensation of rocking—it can be very soothing, especially for children on the autism spectrum, or invigorating. With its broad saucer shape, Unity RockR is a perfect inclusive addition to any playground and can accommodate 6-10 users at a time. Kids of all abilities can interact and play with Unity RockR—as they sit or lie on it. No matter how kids and adults use Unity RockR, they are sure to keep coming back for more fun.

- Unity RockR is a spring rocker—unlike a single rider experience, this can accommodate 6-10 riders at a time
- Sit on outside edge, sit or kneel in bowl and use body weight to move it, or lie on it.
- Multigenerational
- Strong appeal of a motion product
- Inclusive properties: at transfer height, full body support, and children of all abilities can play together
- Ideal for pocket parks
- Child/Caregiver interaction
- Here. Now. Together.
- Durable - bowl is coated in Eco-Armor® for the toughest environments



## Unity Collection *continued*

### Unity Hoopla Swing



Traditionally, swinging has largely been a singular event. The Hoopla Swing is designed for multiple users to share in the experience and fun!

Soaring through the air is fun in itself, but the Unity Hoopla Swing provides so much more. As he swings, a child's nervous system is presented with continuous information for processing. Children gain an understanding of how their bodies move through space, and they gain a sense of how much speed they are comfortable with. The swinging, rocking motion can be very calming—especially for children on the autism spectrum. The shape of the swing supports a child's body, making it perfect for children with physical disabilities who might not otherwise be able to experience a swing.

- Holds up to 6 children
- Provides an inclusive, motion experience
- Develops both physical and social skills such as balance, coordination, body strength, and cooperation

# Accessible Swing Seat



Strong, durable and secure.

- Durable rotomolded seat.
- Rollercoaster-style harness -- easy to install and snap-locks into place for security.
- No complicated belts, buckles, or straps.
- Galvanized chains for maximum visibility and safety.
- Choose 2 plastic colors.

ss\_Accessible-Swing-Seat - 111112015 - © 2015 Playworld Systems, Inc.



# HyPar Shade



## New Shade!

Our new freestanding shade offers a unique shape that will provide shade to your playground (inviting those with sun sensitivities) and add a unique look to your space. This freestanding option can be used in a variety of ways such as over a bench or spring riders.

- Two opposing ends of the shade point upwards and the other two point downwards
- Shade fabric is 14' (4,27m) square
- Post is 5" (12,7cm) in diameter and 8' (2,44m) high

Shade is equipped with knitted, heavy-duty fabric that will withstand wind loads up to 150 mph (240km/hr) with appropriate footings.

The high density polyethylene shade fabric features the following advantages:

- All components perform equally in wide temperature range, thus preventing stress to form on any one part.
- Eliminates the common problem of abrasion between metal cable and fabric that you'll see in some competitors' shades.

## Industry's Best Fabric

One-piece fabric for maximum square footage of shade coverage, blocking 94% of sunlight and protecting children from harmful UV rays. The fabric is knitted from a high density, polyethylene infused with UV inhibitors.

[Note: knitted fabric (versus woven) is superior because it has more flexibility but will not distort or sag over time. It also distributes force evenly and will not abrade.]

- Customers have a choice of one of four fabric colors: blue, yellow, beige or forest green.

[Note: these match Playworld Systems' rotomolded plastic colors.]

- The fabric can be taken down if needed, which should only take approximately 1/2 hour with a two-person crew.

## HyPar Shade *continued*

### Industry's Best Frame

- Features a catenary design system that suspends the fabric away from any structural material, thus preventing fabric abrasion.
- [Note: this is a unique feature that none of our competitors can claim.]
- There are no steel cables at the perimeter of the frame to cause failure.
- Customers can choose any one of Playworld Systems' Super Durable Polyester Powder Coating colors.

### Maintenance

- No special maintenance required, but as with other playground equipment, periodic checks are recommended to see that there are no hazards in the play area.

### Order Lead Time and Considerations

- Special requirements or processes are needed to order this product. Custom design needs to be created and approved prior to the order submittal to avoid delays in production.

### Certifications

The Shade Hat has been tested and found compliant with ASTM F1487, CSA Z614 and EN1176. It is also the opinion of Playworld Systems that this product is in compliance with CPSC Pub#325, JFPA, and AS4685 although no formal testing has been completed in accordance with those documents.

### Installation

- Installation takes approximately 8 hours with a four-person crew.
- The footing hold should be 24" (0,61m) in diameter and 54" (1,37m) deep from the top of the surfacing (or ground if no surfacing).

### Hassle-Free Warranty

- Standard Playworld Systems Shade Warranty applies.

### Color Options

- Post [PST]: Choose any Playworld post color
- Shade: Choose any Playworld fabric color (blue, yellow, beige, forest green)





# Warranty

## 5 Year Warranty

**Project Name: Dr. William Brewster Park**  
**Owner: Memphis City Schools**  
**Location: Memphis, TN**  
**City and State: Memphis, TN**  
**Date Installation Completed: 4/19/07**  
**Total Square Footage: 2,200**  
**Contractor: N/A**

Vitriturf warrants to the owner of the project name described above, subject to the conditions, and limitations stated herein, as follows:

That the Vitriturf System will not lose its bond from approved substrates, peel, flake or chip, that the system will be fade-resistant so long as surface integrity is maintained; and that the system will not crack as a result of normal weather conditions and normal traffic pattern use. This warranty does not cover defects or damage caused by failure of the substrate, vandalism or misuse of the system.

The foregoing warranty shall continue for a period of 5 Years commencing with the the date of completed installation of the system as shown above, provide that the owner gives Vitriturf written notice of any defects in the system within thirty (30) days from discovery of such defects. ("Warranty Period").

The foregoing warranty does not cover defects of damage caused by: (1) structural or design defects; (2) misuse, vandalism, civil disobedience, acts of war; (3) acts of God, including lightning, hurricanes, tornados, earthquakes, fumes, flood, chemical fumes or foreign substances in the atmosphere or by other unusual natural occurrences. The obligations contained hereinto not cover any material used on the system which was not supplied by Vitriturf unless specifically identified above.

Any claim of defect in material in the system must be made in writing to Vitriturf as set forth above within the warranty period. This warranty will not cover damage resulting from the application, repair or subsequent work on the surface without written notice from Vitriturf of the methods and materials to be used and the party who will apply those materials. During the term of the warranty, Vitriturf, its agents, employees, and assigns shall have the right to inspect the system during business hours. If Vitriturf or its agents have not been paid by contractor or owner for this project, the warranty will be void and null because of lack of consideration.

The warranty shall become null and void if, in the sole judgment of Vitriturf, any of the following events shall occur: (1) if, after installation of the system, there are any alterations or repairs made to the system that affect any component of the system in any way; (2) failure by the owner or any of the owner's tenets to use reasonable care in maintaining the system; or (3) Owner fails to comply with every item or condition stated herein.

Vitriturf's failure at any time to enforce any of the terms or conditions stated herin shall not be construed to be a waiver of such provision.

The warranty shall apply only to the original owner as set forth above, and any assignment of any rights hereunder by the owner without the express written consent of Vitriturf shall be null and void.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, VITRITURF SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES TO ANY PARTY WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE SURFACE OR ITS SURROUNDINGS. Vitriturf shall have no further obligation or liability of any kind, and it is further agreed and understood that the price stated for the system is consideration for the limitation of Vitriturf's liability hereunder. The sales personnel of Vitriturf are not authorized to make warranties about the merchandise described in this contract. Vitriturf's employees ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE BUILDING OWNER OR ANY THIRD PARTY, AND ARE NOT PART OF THE CONTRACT SALE. THE ENTIRE CONTRACT IS EMBODIED IN THIS WRITING AND NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS WRITTEN CONTRACT. This writing constitutes the final expressions of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.



by: \_\_\_\_\_  
**Building Owner:** \_\_\_\_\_  
 by: \_\_\_\_\_

901 Motor Parkway  
 Hauppauge, NY 11788  
 631.231.1300 F.631.231.1329



## WABASH VALLEY WARRANTY INFORMATION

*Unlike the competition, our warranty doesn't require complete rust-out or structural failure. Any peeling or surface rust whatsoever within the first five years means we'll make it right for you.*

### DESCRIPTION OF SYSTEM

Wabash Valley Manufacturing, Inc.

P.O. Box 5 \* 505 East Main Street Silver Lake, IN 46982 (hereinafter "Wabash") Makes the following five (5) year limited warranty covering its PLASTISOL coatings and five (5) year limited warranty for its powder coating, for outdoor furniture:

### WARRANTED PERFORMANCE

Wabash warrants that the Wabash **PLASTISOL** coated products detailed will not:

- Peel, chip, crack, rot or warp for a period of five (5) years from the date of invoice.
- Chalk in excess of numerical rating of eight (8) when measured in accordance with the standard procedures specified in ASTM D 4214-98 for a period of five (5) years from the date of invoice.
- Fade or change color in excess of seven (7) "E" units (McAdam) calculated in accordance with the standard procedures specified in ASTM D 2244 for a period of five (5) years from the date of invoice. Color measurements are to be performed on clean surfaces, free of all contaminants such as dirt, chalk, dust, mud or oxidized films

Wabash warrants that the Wabash **POWDER** coated products will:

- Meet and exceed AAMA 2604-05 (American Architectural Manufacturers Association) test specifications.
- Be free from defects in material and/or workmanship for a period of five (5) years from date of invoice

Wabash warrants that the Wabash **RECYCLE PLASTIC** material within Green Valley will not:

- Rot, splinter, decay, or suffer structural damage directly from termites or fungal decay under normal use. Be free from defects in material and/or workmanship for a period of fifty (50) years from date of invoice

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### CLAIMS FOR BREACH OF WARRANTY

- No claim for breach of warranty can be instituted unless Wabash has been given written notice within thirty (30) days upon discovery of any alleged defect of the Wabash products covered hereunder with a statement describing with specification in which respect the alleged defect constitutes a breach of the warranty provided herein. Wabash must be given a reasonable opportunity to inspect the Wabash product claimed to be defective.
  - For each proven breach of warranty pertaining to the Wabash products, Wabash's liability shall be limited to refinishing or replacing, at Wabash's discretion, any subject product showing such defect. The cost of the replacement of the subject products shall include only the cost of the necessary replacement material and transportation charges, it shall not cover any labor costs in connection with such replacement. Refinishing of the defective subject product shall be performed by using standard finishing practices and materials as selected by Wabash.
  - In all cases, Wabash reserves the right to approve and/or negotiate with purchaser for such refinishing and/or replacing. All replacement parts shall be guaranteed for the balance of the original warranty period.
  - Except as provided herein, Wabash shall in no way be liable for, and they are hereby excluded from any general, special, compensatory, incidental or consequential damages resulting from any defect of Wabash products.
-



## WABASH VALLEY WARRANTY INFORMATION

### CONDITIONS

This warranty is subject to the following conditions:

- Wabash products must be installed according to the Wabash product installation instructions.
- Purchaser agrees to provide normal periodical maintenance in regard to the Wabash products.
- This warranty is limited to the aforementioned defects or failures, and does not apply to defects or failures caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion or acts of war, accidents, misuse, abuse, neglect, vandalism or alteration.
- Wabash products erected in abnormal exposure areas, either currently existing or later created, will be outside the limits of this warranty. An abnormal exposure is defined as:
  - Any area in the vicinity of an industrial installation that may, by it's nature of operation, contaminate the atmosphere with severely corrosive chemicals or airborne contaminants such as copper smelters, paper mills, fertilizer plants and similar operations.
- For the purpose of this warranty, air pollution and smog, which are normally encountered in commercial and residential areas, as distinct from industrial areas, are not considered abnormal.
- No warranty is made with regard to gloss retention or uniformity of gloss and color retention.

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### GENERAL

- Wabash makes no warranties what so ever with respect to the Wabash products which extend beyond those set forth on the face of the warranty, and all other warranties, expressed or implied, including implied warranties of fitness for a particular purpose and implied warranties of merchantability are hereby expressly excluded, as is all liability for consequential damages and all other remedies, other than those specifically set forth herein.
- No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on Wabash unless made in writing and signed by it's authorized representative.

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**It is the responsibility of the purchaser to document ALL freight damage and/or freight shortage issues on the bill of lading or delivery ticket and report such issues to Wabash Valley Mfg., Inc. within 24 hours of receipt.**



# WELCOME TO PIRATE ISLAND

“Where Dreams Come True and  
New Adventures Await”

City of Moore  
Little River Park  
RFP# 1516-007  
Playground Equipment Bid

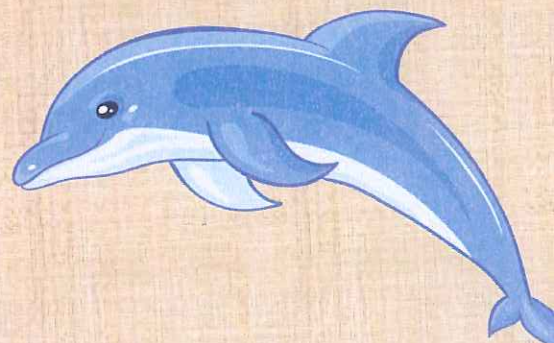
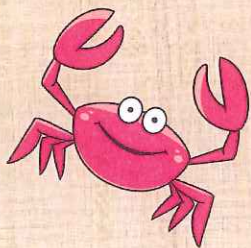
Presented by:

**PlayWell**  **PLAYWORLD**  
The PlayWell Group, Inc.  
Athletic, Park, and Playground Equipment The world needs





Ahoy Matey, I'm Captain Jack, here to give you a tour of Pirate Island. Let's start our journey through Little River Park, where many adventures await! So follow me where we can swim with the dolphins & find sunken treasure. Arrgh, but watch out for the many hidden secrets of the island!











Bring your Little Mates along to explore the 2-5 play area. Jump on board the Jolly Roger "Pirate Ship", where your little Pirates can seek out adventures of the sea.



**Jolly  
Roger**

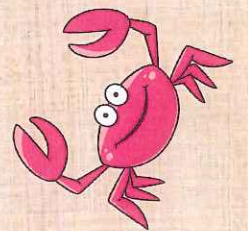
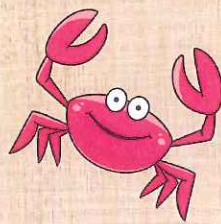
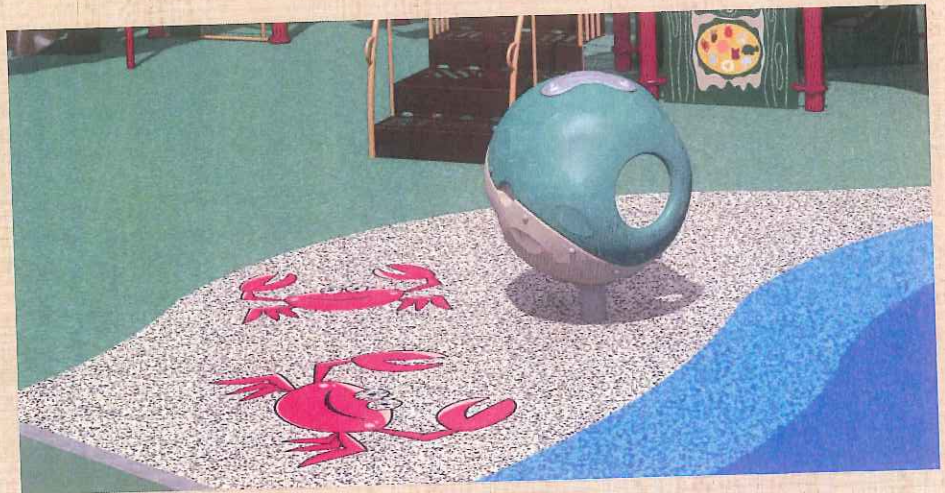
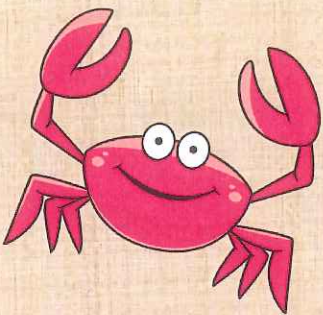








Arrgh, Don't let those crabs pinch your toes, jump into the spinning "Cozy Cocoon" to make your get away!









Come on over to the  
"Rockr", where you can  
join your little ones to ride  
the waves, watch the  
dolphins play or star gaze  
at night.











# Jolly Roger



Ahoy Matey, I think it's time to jump on board the Jolly Roger 5-12 "Pirate Ship" and sail through the sea. What amazing adventures will we encounter? Arrgh, is that a Sea Serpent headed our way? Pirates, let's prepare the canons!





All aboard the Jolly Roger! Can the Pirates escape the "Sea Serpent Slide" from one of the three slides or five climbers?



**Jolly  
Roger**









You never know what you may encounter in the sea. Let's head on over to the "Swings" to soar through the sky. There's lots of room for all to enjoy the fun!



We can even search the deep sea for lost treasure. Where will the dolphins lead us next?







Aarrgh, I see a storm a brewing! Whew,  
these winds have us spinning through the  
waves on the "Spinami & Spin Cups".  
Hold on! Don't get lost at sea!

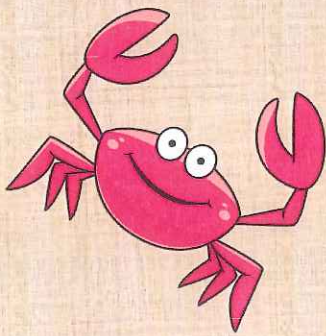


Hurry, let's get  
to the beach so  
we can get to  
the Rocks, but  
beware of the  
Crock!

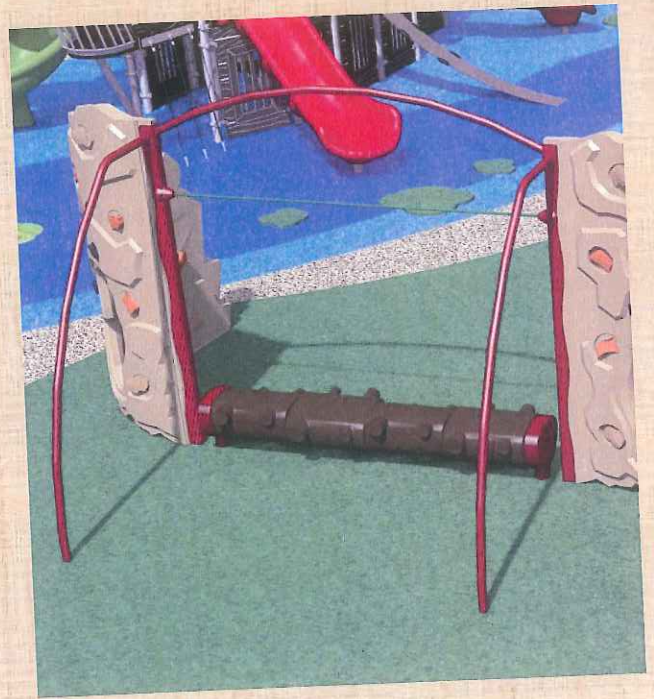








Ahoy Mates, we made it to the 5-12 Play Island. Let's climb through the "Rockblocks", Arrgh, watch your balance on that "Wacky Log". We can seek shelter in the Jungle Village. To the trees!











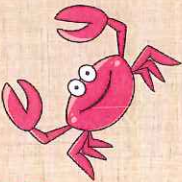
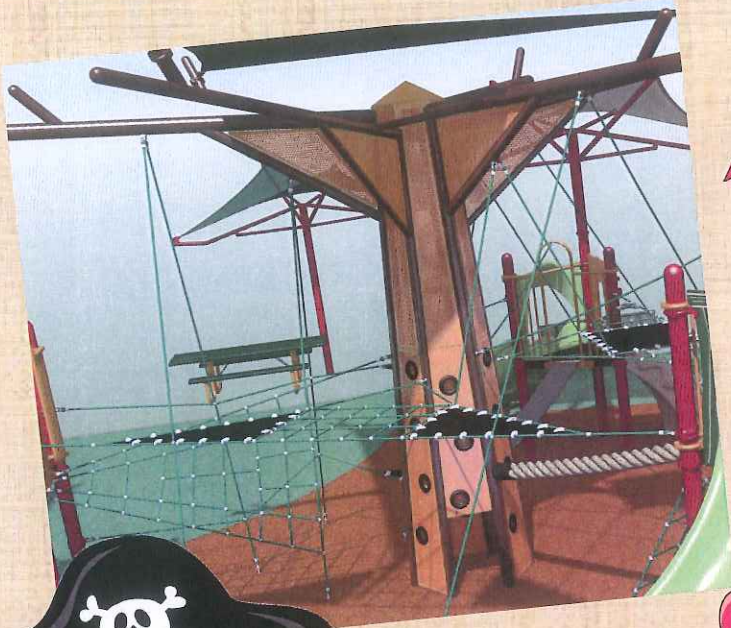
Arrgh, I see the Village "Branch Out" Treehouse. We'll have to climb through the vines or up the "Rock Climber" to find our hide out!









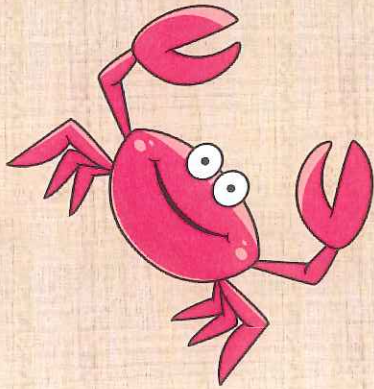


Let's hang out here on the "Hammocks" while the Pirates explore the Jungle Village. They can find their way down the "Slither Slides" and "Drop Zone".









Arrgh, where's that music coming from? Sounds like the Lost Boy's having fun! Let's cross the "Canyon Crossing" and explore the 5-12 Lost Boys Clubhouse!









Welcome to the Lost Boys Clubhouse, where dreams come true and adventure awaits!

Where the Lost Boys & Girls can race the Pirates down the "Triple Racer Slide". First one down wins the treasure!











Aarrgh, Who's hiding in that "Log Crawl Tube"?  
Hurry across the "Timber Trail Bridge", maybe we  
can catch em'.

Let's head on up to the top of the Clubhouse where  
we can overlook the whole Pirate Island. Who's up  
for another race down the "Slither Slides"?



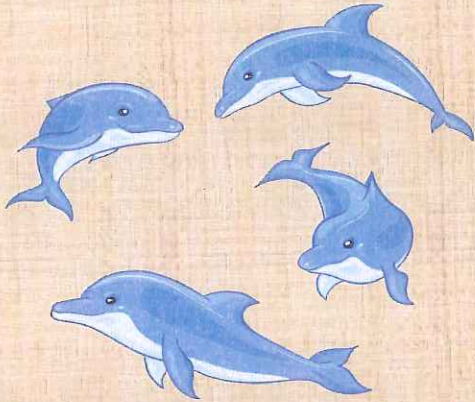






Ahoy Mates, it's time to enjoy a picnic under the shade! I hope you've enjoyed your tour of Pirate Island. Aarrgh, I hope to see you soon!

The adventure of Pirate Island is awaiting you and your Little Mates. Not only does Pirate Island provide a destination place for families to gather and make memories, it creates an environment that provides challenge, develops social, mental and physical skills for all children and all abilities.



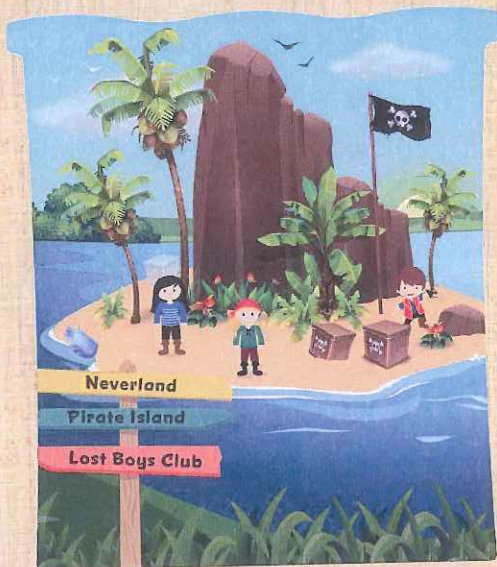
PlayWell and Playworld is excited to continue providing the citizens of Moore with the latest and coolest equipment. This will make a fun addition to the existing Playworld Pirate Playground in Little River Park.







Ahoy Mates, we have designed a "Pirate Themed" playground to include custom graphics panels on the Lost Boys Clubhouse and graphics & designs in the Poured-In-Place surfacing, like the crock, dolphins and the crabs. Though we hope you love our graphics provided, you will have the opportunity to design your own panels.



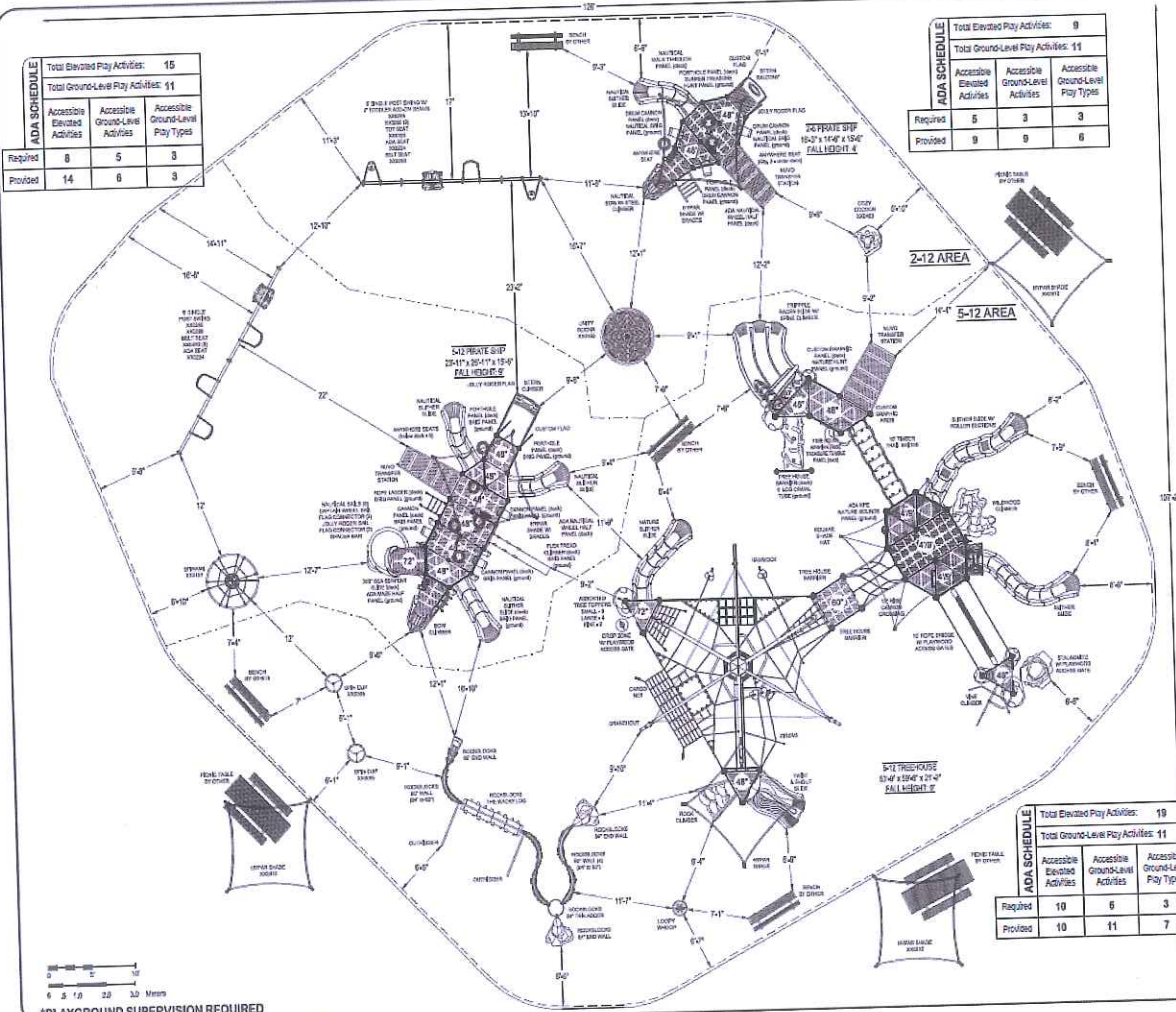




# PIRATE ISLAND MAP



**PLAY STRUCTURES  
TOP VIEW AND  
PLAY EVENT DETAILS**



ADA SCHEDULE		
Total Elevated Play Activities: 15		
Total Ground-Level Play Activities: 11		
Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required: 8	5	3
Provided: 14	6	3

ADA SCHEDULE		
Total Elevated Play Activities: 9		
Total Ground-Level Play Activities: 11		
Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required: 5	3	3
Provided: 9	9	6

ADA SCHEDULE		
Total Elevated Play Activities: 19		
Total Ground-Level Play Activities: 11		
Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required: 10	6	3
Provided: 10	11	7



**THE PLAYWELL GROUP**  
 Austin - Dallas - Fort Worth  
 El Paso - Houston - San Antonio, TX  
 Albuquerque, NM

EQUIPMENT SIZE:  
**SEE DWG**

USE ZONE:  
**126' x 107'-2"**

AREA: **9,528 SqFt.** PERIMETER: **357'-5"**

FALL HEIGHT:  
**9 Ft.**

USER CAPACITY: **295** AGE GROUP: **2-12**

- ✓ ASTM F1487-11
- ✓ CPSC #325



PROJECT NO: **16-0632A** SCALE: **3/32"=1'-0"**

DRAWN BY: **PHIL SAILOR** Paper Size: **B**

DATE: **22-MAR-16**

LITTLE RIVER PARK  
 MOORE, OK



# 2-5 PLAY AREA SITE PLAN



THE PLAYWELL GROUP  
Austin - Dallas - Fort Worth  
El Paso - Houston - San Antonio, TX  
Albuquerque, NM

EQUIPMENT SIZE:  
SEE DWG

USE ZONE:  
126' x 107'-2"

AREA: 9,528 Sq.Ft. PERIMETER: 357'-5"

FALL HEIGHT:  
8 Ft.

USER CAPACITY: 295 AGE GROUP: 2-12

ADA SCHEDULE	Total Elevated Play Activities: 9		
	Total Ground-Level Play Activities: 11		
	Accessible Elevated Activities	Acceptable Ground-Level Activities	Acceptable Ground-Level Play Types
Required	5	3	3
Prohibited	9	9	0

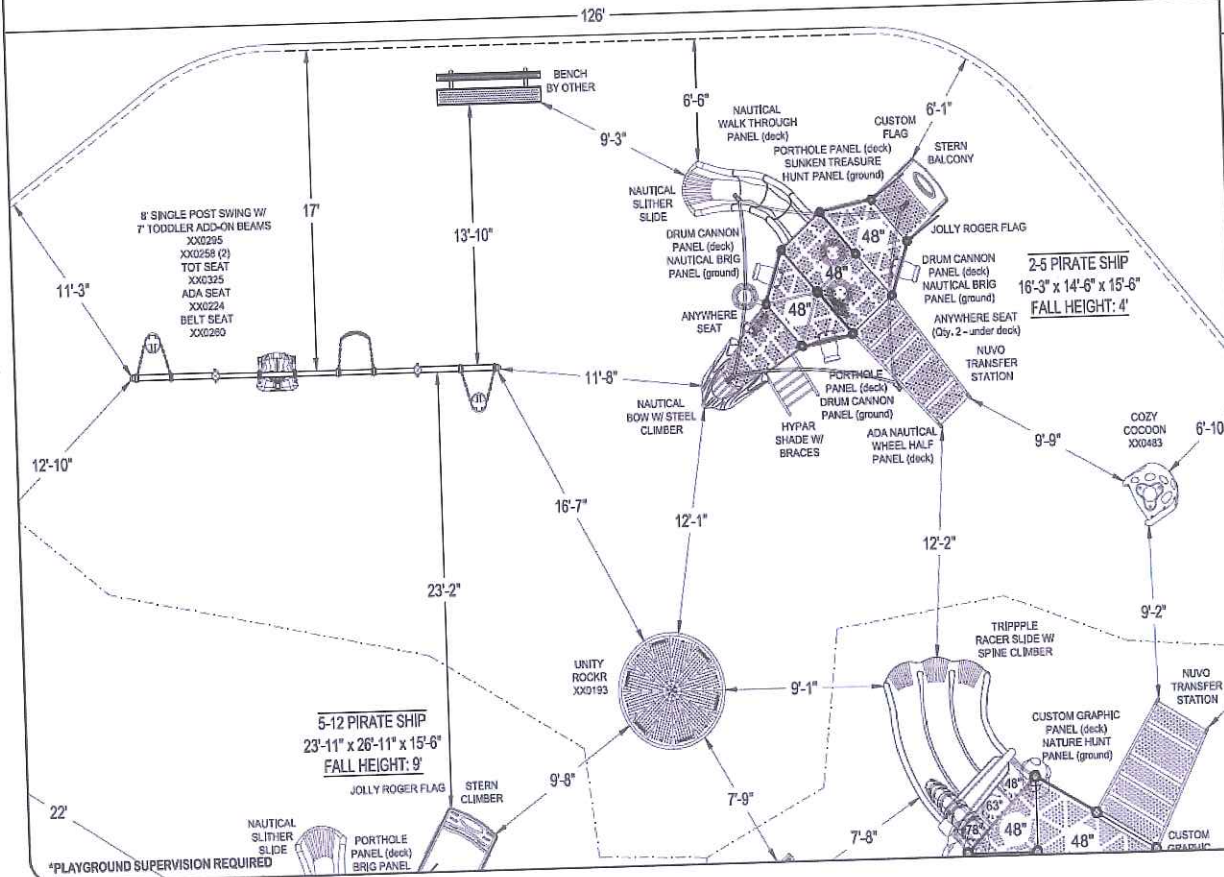
- ✓ ASTM F1487-11
- ✓ CPSC #325



PROJECT NO: 16-0632A SCALE: 3/16"=1'-0"

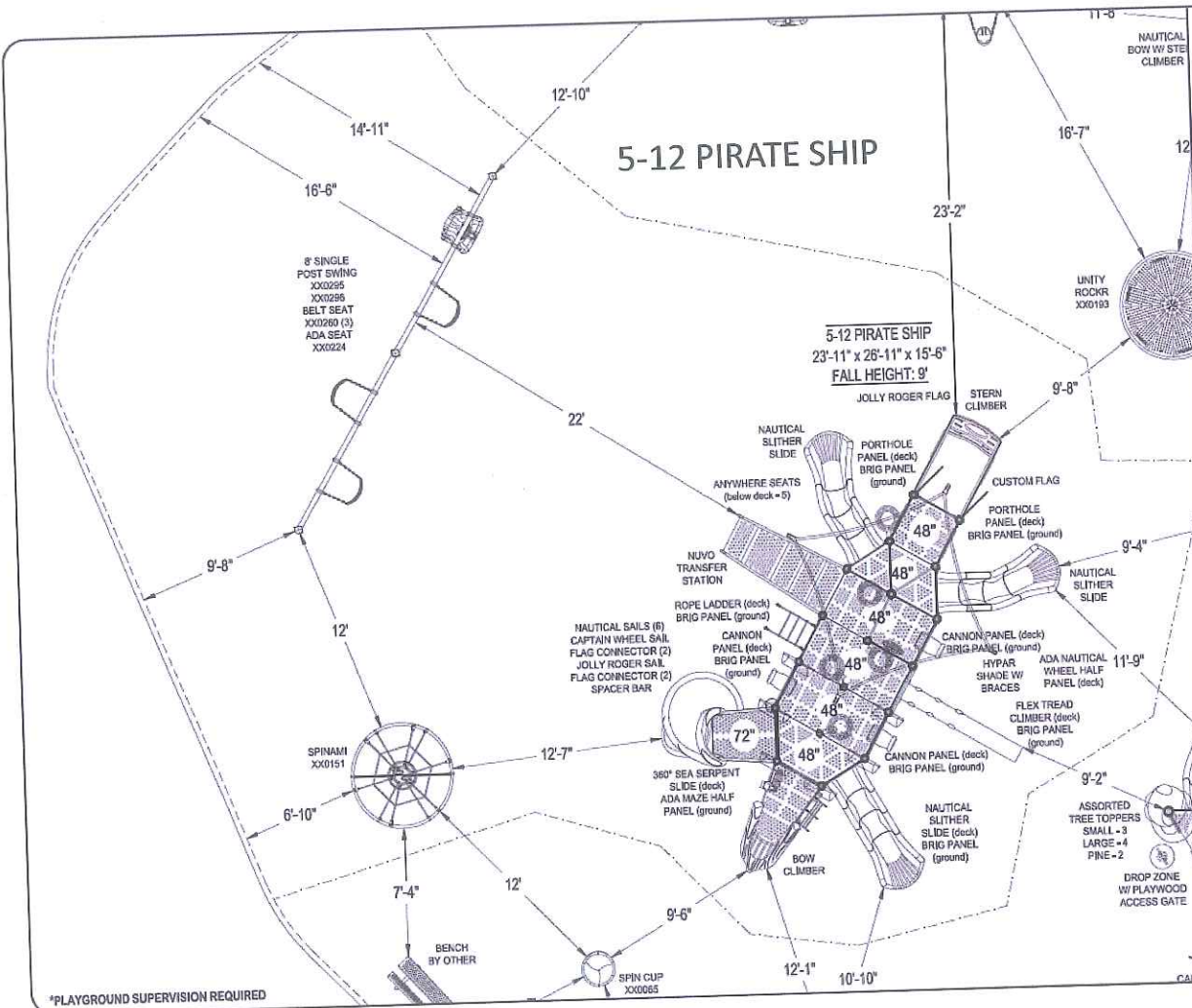
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DATE: 22-MAR-16 **B**



\*PLAYGROUND SUPERVISION REQUIRED

LITTLE RIVER PARK  
MOORE, OK



THE PLAYWELL GROUP  
 Austin - Dallas - Fort Worth  
 El Paso - Houston - San Antonio, TX  
 Albuquerque, NM

EQUIPMENT SIZE:  
**SEE DWG**

USE ZONE:  
**126' x 107'-2"**

AREA:  
**9,528 SqFt.**

PERIMETER:  
**357'-5"**

FALL HEIGHT:  
**9 FT.**

USER CAPACITY:  
**295**

AGE GROUP:  
**5-12**

ASTM F1487-11

CPSC #325

PROJECT NO:  
**16-0632A**

DRAWN BY:  
**PHIL SAILOR**

DATE:  
**22-MAR-16**

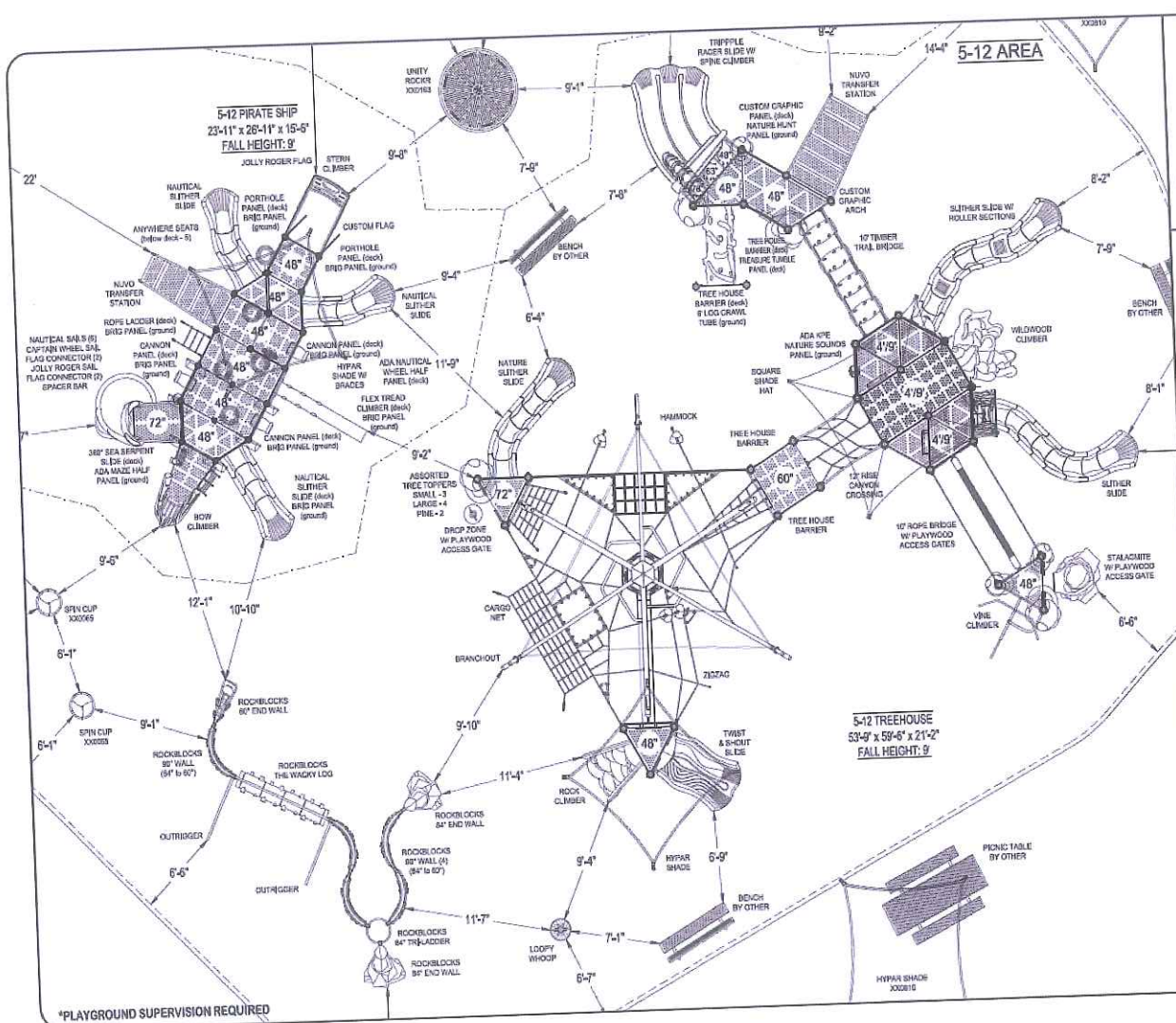
SCALE:  
**3/16"=1'-0"**

Paper Size  
**B**

ADA SCHEDULE	Total Elevated Play Activities: 15		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	8	5	3
Provided	14	6	3

LITTLE RIVER PARK  
 MOORE, OK





**PLAYWORLD**  
 THE PLAYWELL GROUP  
 Austin - Dallas - Fort Worth  
 El Paso - Houston - San Antonio, TX  
 Albuquerque, NM

EQUIPMENT SIZE:  
**SEE DWG**

USE ZONE:  
**126' x 107'-2"**

AREA:  
**9,528 Sq.Ft.**

PERIMETER:  
**357'-5"**

FALL HEIGHT:  
**9 Ft.**

USER CAPACITY:  
**295**

AGE GROUP:  
**5-12**

ADA SCHEDULE	Total Elevated Play Activities: 19		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	10	6	3
Provided	10	11	7

✓ ASTM F1487-11  
 ✓ CPSC #325

PROJECT NO: <b>18-0832A</b>	SCALE: <b>NTS</b>
DRAWN BY: <b>PHIL SAILOR</b>	Paper Size <b>B</b>
DATE: <b>22-MAR-16</b>	

LITTLE RIVER PARK  
MOORE OK

PLAYGROUND SUPERVISION REQUIRED

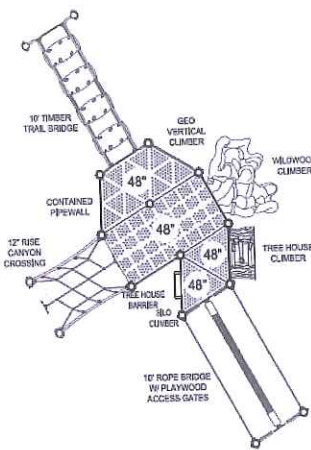
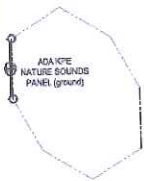
# 5-12 LOST BOYS CLUBHOUSE



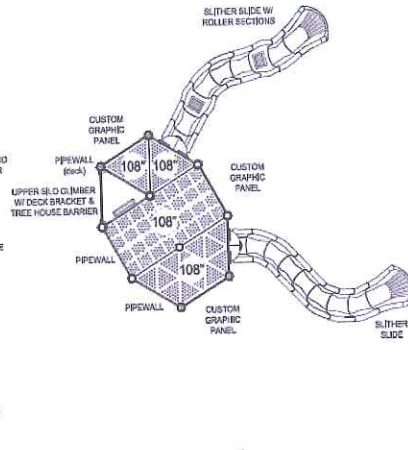
THE PLAYWELL GROUP  
Austin - Dallas - Fort Worth  
El Paso - Houston - San Antonio, TX  
Albuquerque, NM

### NOTES:

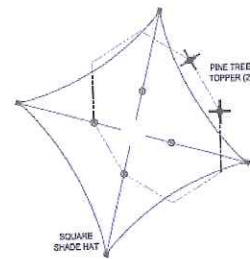
- 1) This tower detail is a diagram of the individual level layouts of the tower portion of your play structure, showing the detailed component layout of each level.
- 2) This tower detail is not to scale and is meant for reference purposes only. It should not be used in obtaining accurate measurements for any of the equipment shown unless otherwise noted on the drawing.
- 3) This design configuration is the property of this firm and Playworld Systems® and may not be reproduced or used in any manner without the expressed written consent of this firm and Playworld Systems®.



4' DECK LEVEL



9' DECK LEVEL



ROOF LEVEL

GROUND LEVEL

\*PLAYGROUND SUPERVISION REQUIRED

TOWER DETAIL:  
Detail A

PROJECT NO: <b>16-0632A</b>	SCALE: <b>NOT TO SCALE</b>
DRAWN BY: PHIL SAILOR	Paper Size <b>B</b>
DATE: 22-MAR-16	

LITTLE RIVER PARK  
MOORE, OK



# LITTLE RIVER PARK

Design Number: 16-0632A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
<b>Posts</b>			
1	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	4
2	ZZCH0039	3.5in OD x 148in STEEL POST W/O CAP	2
3	ZZCH0058	3.5in OD x 172in STEEL POST W/RIVETED CAP	2
4	ZZCH0068	3.5in OD x 184in STEEL POST W/RIVETED CAP	10
5	ZZCH0076	3.5in OD x 200in STEEL POST W/RIVETED CAP	2
6	ZZCH0870	48in DECK STEEL FILLER POST (CH)	2
7	ZZCH8566	NAUTICAL SAIL	6
8	ZZPM0006	5in OD X 96in STEEL POST W/ RIVETED CAP	2
9	ZZPM0026	5in OD X 132in STEEL POST W/ RIVETED CAP	1
10	ZZPM0027	5in OD X 132in STEEL POST W/O CAP	1
11	ZZPM0036	5in OD X 144in STEEL POST W/ RIVETED CAP	2
12	ZZPM0036GZ	5in OD X 144in STEEL POST (GROUND ZERO)	2
13	ZZPM0047GZ	5in x 156in GROUND ZERO POST - W/ CAP	2
14	ZZPM0056GZ	5in OD X 168in STEEL POST W/ CAP (GROUND ZERO)	2
15	ZZPM0057	5in OD X 168in STEEL POST W/O CAP	2
16	ZZPM0128	5in OD x 192in STEEL POST W/RIVETED CAP	4
17	ZZPM0129	5in OD x 192in STEEL POST W/O CAP	3
18	ZZPM0229	5in OD x 152in SWAGED STEEL POST	2
19	ZZPM0267	5in OD x 217in STEEL POST W/O CAP	2
20	ZZPM0269	5in OD x 229in STEEL POST W/O CAP	2
21	ZZPM0289	5in OD x 234in SWAGED STEEL POST	4
22	ZZPM0368	3/8 POST EXTENSION FOOTER & CLAMP SUPPORT	4
<b>Decks &amp; Kick Plates</b>			
23	ZZCH0616	SQUARE COATED DECK ASSEMBLY	1
24	ZZCH0618	1/2 HEX COATED DECK ASSEMBLY	4
25	ZZCH0629	LONG COATED DECK ASSEMBLY	4
26	ZZPM0616	SQUARE COATED DECK ASSEMBLY	1
27	ZZPM0617	TRIANGULAR COATED DECK ASSEMBLY	7
28	ZZPM0618	1/2 HEX COATED DECK ASSEMBLY	3
29	ZZPM0629	LONG COATED DECK ASSEMBLY	2
30	ZZPM0639	45 DEGREE TRI COATED DECK ASSEMBLY	1
31	ZZUN2290	COATED DECK TO DECK CONNECTION KIT	22
<b>ADA Items</b>			
32	ZZCH0678	NUVO- 48in TRANSFER STATION	2
33	ZZPM0678	NUVO- 48in TRANSFER STATION	1
<b>Slides</b>			
34	ZZCH3540	SLIDE- NUVO 360 SPIRAL SLIDE - SERPENT	1
35	ZZCH8549	SLITHER SLIDE ENTRY/EXIT (NAUTICAL THEME)	4
36	ZZPM1374	TRIANGLE RACER SLIDE	1
37	ZZPM2727	TWIST AND SHOUT (48in DECK)	1
38	ZZPM3186	NATURE SLITHER SLIDE ENTRY/ EXIT	1
39	ZZPM3206	SLITHER SLIDE 2.0 ENTRANCE & EXIT	2
40	ZZUN3207	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	10



# LITTLE RIVER PARK

Design Number: 16-0632A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
41	ZZUN3208	SLITHER SLIDE 2.0 (RIGHT SECTION)	7
42	ZZUN3209	SLITHER SLIDE 2.0 (LEFT SECTION)	2
43	ZZUN3219	SLITHER SLIDE ROLLER SECTION	2
44	ZZUN3246	SLITHER SLIDE 2.0 SUPPORT LEG 6ft-6in	3
45	ZZUN3249	SLITHER SLIDE 2.0 SUPPORT LEG 3ft-6in	3
<b>Activity Panels</b>			
46	ZZCH4396	ACCESSIBLE MAZE PANEL	1
47	ZZCH4578	ANYWHERE SEAT	8
48	ZZCH8550	PORTRHOLE PANEL (NAUTICAL THEME)	4
49	ZZCH8557	CANNON PANEL (NAUTICAL THEME) (DECK LEVEL)	5
50	ZZCH8558	CANNON PANEL (NAUTICAL THEME) GROUND LEVEL	1
51	ZZCH8560	SUNKEN TREASURE HUNT (GROUND LEVEL) (NAUTICAL THEME)	1
52	ZZCH8568	BRIG PANEL (NAUTICAL THEME) (GROUND LEVEL)	10
53	ZZCH8569	NAUTICAL WALK-THRU PANEL	1
54	ZZCH8579	ACCESSIBLE NAUTICAL STEERING WHEEL PANEL	2
55	ZZPM4458	TREASURE TUMBLE PANEL (GROUND LEVEL)	1
56	ZZPM4549	NATURE HUNT PANEL (GROUND LEVEL)	1
57	ZZPM4637	NATURE SOUNDS HALF PANEL	1
58	ZZPM4647	TREE HOUSE BARRIER	6
<b>Crawl Tubes</b>			
59	ZZPM5207	NATURE LOG TUBE (GROUND LEVEL)	1
<b>Barriers</b>			
60	ZZCH8598	NAUTICAL STERN BALCONY	1
61	ZZPM4090	CENTERLINE PIPE WALL BARRIER	3
62	ZZPM4658	PLAYWOOD ACCESS GATES	4
63	ZZPM4740	CONTAINMENT PIPE WALL (HEX TOWER)	1
<b>Custom Graphics</b>			
64	ZZPM0358	PM CUSTOM GRAPHIC ARCH W/ 2 FIBERGLASS SIGNS	1
65	ZZPM4888	CUSTOM GRAPHIC DECK LEVEL W/ 2 FIBERGLASS SIGNS	4
<b>Climbers</b>			
66	ZZCH6190	24in DECK TO DECK CLIMBER	1
67	ZZCH7237	ROPE LADDER- 48in DECK	1
68	ZZCH8266	48in SINGLE FLEX TREAD	1
69	ZZCH8547	NAUTICAL BOW (48in DK)	1
70	ZZCH8567	STERN CLIMBER	1
71	ZZCH8597	NAUTICAL BOW /w STEEL CLIMBER	1
72	ZZPM6388	6ft CANYON CROSSING (DK TO DK - 12in RISE)	1
73	ZZPM6816	TREE HOUSE CLIMBER (48in DECK)	1
74	ZZPM6828	VINE CLIMBER (48in DECK)	1
75	ZZPM6839	THE WILDWOOD CLIMBER (48in DK)	1
76	ZZPM6996	GEO VERTICAL CLIMBER (48in DK)	1
77	ZZPM7439	ROCK CLIMBER (48in DECK)	1
78	ZZPM7940	UPPER SILO CLIMBER	1
79	ZZPM7950	SILO CLIMBER (48in DECK)	1





# LITTLE RIVER PARK

Design Number: 16-06324 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
	80 ZZPM8346	SPINE CLIMBER TO TRIPPLE RACER SLIDE	1
	81 ZZUN0176	ROCKBLOCKS Z SUPPORT (60in WALL)	3
	82 ZZUN0177	ROCKBLOCKS Z SUPPORT (84in WALL)	1
	83 ZZUN0179	ROCKBLOCKS END SUPPORT (84in WALL)	2
	84 ZZUN5890	BRANCH OUT TRUNK W/ FABRIC SHADE	1
	85 ZZUN7896	BRANCH OUT HAMMOCK	1
	86 ZZUN7897	BRANCH OUT CARGO NET	1
	87 ZZUN7898	BRANCH OUT ZIG-ZAG	1
	88 ZZUN8356	ROCKBLOCKS TRI LADDER (84in WALL)	1
	89 ZZUN8358	ROCKBLOCKS 90 DEGREE WALL (84in to 60in)	2
	90 ZZUN8360	ROCKBLOCKS END WALL (60in)	1
	91 ZZUN8370	ROCKBLOCKS 90 DEGREE WALL (84in TO 60in) RIGHT	3
	92 ZZUN8397	THE WACKY LOG (84in WALL)	1
	93 ZZUN8429	THE OUTRIGGER	2
	<b>Ground Zero Climbers</b>		
	94 ZZCH9468	THE SPACER	1
	95 ZZUN8236	ROCKBLOCKS END WALL (84in)	2
	96 ZZUN8246	ROCKBLOCKS STALAGMITE CLIMBER	1
	<b>Overhead Events</b>		
	97 ZZCH5736	CHIMNING - TURNING BAR	10
	<b>Balance</b>		
	98 ZZUN7027	DROP ZONE (72in DECK)	1
	99 ZZUN7096	LOOPY WHOOP	1
	<b>Bridges</b>		
	100 ZZPM6399	10ft ROPE BRIDGE	1
	101 ZZPM8479	10ft TIMBER TRAIL BRIDGE	1
	<b>Audible Activities</b>		
	102 ZZCH4556	7in BELL (POST MOUNT)	1
	103 ZZCH4558	9in BELL (POST MOUNT)	1
	<b>Roofs &amp; Arches</b>		
	104 ZZCH8508	POST FLAG W/ CUSTOM GRAPHIC	2
	105 ZZCH8539	NAUTICAL JOLLY ROGER FLAG	2
	106 ZZCH8576	NAUTICAL JOLLY ROGER FLAG (SAIL CONNECTOR)	2
	107 ZZCH8577	NAUTICAL CAPTAIN'S WHEEL FLAG (SAIL CONNECTOR)	2
	108 ZZCH9708	MODULAR HYPAR SHADE	1
	109 ZZPM9708	MODULAR HYPAR SHADE	1
	110 ZZPM9716	SQUARE HAT SHADE (PM)	3
	111 ZZPM9806	SMALL TREE TOPPER	4
	112 ZZPM9807	LARGE TREE TOPPER	2
	113 ZZPM9839	PINE TREE POST TOPPER	2
	<b>Additional Tool &amp; Maintenance Kits</b>		
	114 ZZCHGUID	CHALLENGER GUIDELINES	1
	115 ZZPMGUID	PLAYMAKER GUIDELINES	1



# LITTLE RIVER PARK

Design Number: 16-0632A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
116	ZZUN9910	SURFACING WARNING LABEL KIT	2
117	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	2





# LITTLE RIVER PARK

Design Number: 16-0632A - Compliance and Technical Data  
 Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZXX0065	2	SPIN CUP	Certified	114.42			602	2	4.00	0.24	2
2	ZZXX0151	1	SPINAMI	Certified	342.63			1,908	7	4.00	0.21	1
3	ZZXX0193	1	UNITY ROCKR	Certified	498.42			1,380	6	4.00	0.18	1
4	ZZXX0224	2	ACCESSIBLE SWING SEAT w/SILVER SHIELD CHAIN TO 8ft TOP RAIL	Certified	59.84			550	2	1.00	0.00	2
5	ZZXX0258	2	TODDLER SWING ADD-ON BEAM	Certified	90.40			331	0	2.00	0.00	2
6	ZZXX0260	4	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	Certified	35.20			216	4	1.00	0.00	4
7	ZZXX0295	2	8ft SINGLE POST SWING ASSEMBLY	Certified	529.16			943	0	4.00	0.52	0
8	ZZXX0296	1	8ft SINGLE POST SWING ADD-A- BAY	Certified	174.09			343	0	1.00	0.13	0
9	ZZXX0325	2	INFANT SEAT w/SILVER SHIELD TO 7ft TOP RAIL	Certified	20.58			173	2	0.50	0.00	2
10	ZZXX0483	1	COZY COCOON - SPINNING	Certified	132.00			834	3	1.00	0.13	1
11	ZZXX0810	3	14ft SHADE HYPAR	Certified	838.77			4,862	0	24.00	1.05	0
12	ZZCH0028	4	3.5in OD x 136in STEEL POST W/ RIVETED CAP	Certified	174.04			234	0	4.00	0.50	0
13	ZZCH0039	2	3.5in OD x 148in STEEL POST W/O CAP	Certified	92.42			117	0	2.00	0.25	0
14	ZZCH0058	2	3.5in OD x 172in STEEL POST W/RIVETED CAP	Certified	104.02			146	0	2.00	0.25	0
15	ZZCH0068	10	3.5in OD x 184in STEEL POST POST W/RIVETED CAP	Certified	571.10			776	0	10.00	1.25	0
16	ZZCH0076	2	3.5in OD x 200in STEEL POST W/RIVETED CAP	Certified	122.02			168	0	2.00	0.25	0
17	ZZCH0870	2	48in DECK STEEL FILLER POST (CH)	Certified	58.24			106	0	1.50	0.26	0
18	ZZCH8566	6	NAUTICAL SAIL	Certified	939.18			1,252	0	12.00	0.78	0
19	ZZPM0006	2	5in OD X 96in STEEL POST W/ RIVETED CAP	Certified	108.42			163	0	2.00	0.26	0
20	ZZPM0026	1	5in OD X 132in STEEL POST W/ RIVETED CAP	Certified	74.21			108	0	1.00	0.12	0
21	ZZPM0027	1	5in OD X 132in STEEL POST W/O CAP	Certified	76.41			99	0	1.00	0.13	0



# LITTLE RIVER PARK

Design Number: 16-0632A - Compliance and Technical Data  
 Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds <sup>3</sup> )	Active Play Events
22	ZZPM0036	2	5in OD X 144in STEEL POST W/ RIVETED CAP	Certified	161.82			235	0	2.00	0.26	0
23	ZZPM0036GZ	2	5in OD X 144in STEEL POST (GROUND ZERO)	Certified	160.82			235	0	3.00	0.36	0
24	ZZPM0047GZ	2	5in x 156in GROUND ZERO POST - w/ CAP	Certified	180.86			253	0	2.00	0.36	0
25	ZZPM0056GZ	2	5in OD X 168in STEEL POST W/ CAP (GROUND ZERO)	Certified	194.02			271	0	2.00	0.36	0
26	ZZPM0057	2	5in OD X 168in STEEL POST W/O CAP	Certified	183.62			253	0	2.00	0.26	0
27	ZZPM0128	4	5in OD x 192in STEEL POST W/RIVETED CAP	Certified	425.24			614	0	4.00	0.48	0
28	ZZPM0129	3	5in OD x 192in STEEL POST W/O CAP	Certified	316.23			434	0	3.00	0.36	0
29	ZZPM0229	2	5in OD x 152in SWAGED STEEL POST	Certified	135.02			235	0	2.00	0.24	0
30	ZZPM0267	2	5in OD x 217in STEEL POST W/O CAP	Certified	226.02			345	0	2.00	0.24	0
31	ZZPM0269	2	5in OD x 229in STEEL POST W/O CAP	Certified	240.02			345	0	2.00	0.24	0
32	ZZPM0289	4	5in OD x 234in SWAGED STEEL POST	Certified	535.52			705	0	4.00	0.48	0
33	ZZPM0368	4	3ft POST EXTENSION FOOTER & CLAMP SUPPORT	Certified	110.00			178	0	1.00	0.00	0
34	ZZCH0616	1	SQUARE COATED DECK ASSEMBLY	Certified	54.86			174	3	1.00	0.00	0
35	ZZCH0618	4	1/2 HEX COATED DECK ASSEMBLY	Certified	313.28			1,008	16	6.00	0.00	0
36	ZZCH0629	4	LONG COATED DECK ASSEMBLY	Certified	428.08			1,270	24	4.00	0.00	0
37	ZZPM0616	1	SQUARE COATED DECK ASSEMBLY	Certified	90.36			221	4	1.00	0.00	0
38	ZZPM0617	7	TRIANGULAR COATED DECK ASSEMBLY	Certified	324.80			1,185	14	7.00	0.00	0
39	ZZPM0618	3	1/2 HEX COATED DECK ASSEMBLY	Certified	335.46			1,060	15	4.50	0.00	0
40	ZZPM0629	2	LONG COATED DECK ASSEMBLY	Certified	353.98			816	12	4.00	0.00	0
41	ZZPM0639	1	45 DEGREE TRI COATED DECK ASSEMBLY	Certified	57.90			206	3	1.00	0.00	0
42	ZZUN2290	22	COATED DECK TO DECK CONNECTION KIT	Certified	6.38			84	0	11.00	0.00	0
43	ZZCH0678	2	NUVO- 48in TRANSFER STATION	Certified	599.08			1,126	6	7.00	0.24	0
44	ZZPM0678	1	NUVO- 48in TRANSFER STATION	Certified	350.34			609	2	3.50	0.12	0
45	ZZCH3540	1	SLIDE- NUVO 360 SPIRAL SLIDE - SERPENT	Certified	460.74			2,152	2	6.00	0.15	1





# LITTLE RIVER PARK

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Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
46	ZZCH8549	4	SLITHER SLIDE ENTRY/EXIT (NAUTICAL THEME)	Certified	334.56			2,344	8	8.00	0.12	4
47	ZZPM1374	1	TRIPPPLE RACER SLIDE	Certified	767.03			2,117	6	6.50	0.09	1
48	ZZPM2727	1	TWIST AND SHOUT (48in DECK)	Certified	185.20			662	4	3.00	0.06	1
49	ZZPM3186	1	NATURE SLITHER SLIDE ENTRY/ EXIT	Certified	97.89			671	2	2.00	0.03	1
50	ZZPM3206	2	SLITHER SLIDE 2.0 ENTRANCE & EXIT	Certified	194.36			899	4	4.00	0.06	2
51	ZZUN3207	10	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	Certified	195.90			1,281	0	2.50	0.00	0
52	ZZUN3208	7	SLITHER SLIDE 2.0 (RIGHT SECTION)	Certified	137.13			935	0	1.75	0.00	0
53	ZZUN3209	7	SLITHER SLIDE 2.0 (LEFT SECTION)	Certified	137.13			935	0	1.75	0.00	0
54	ZZUN3219	2	SLITHER SLIDE ROLLER SECTION	Certified	67.60			944	0	0.50	0.00	0
55	ZZUN3246	2	SLITHER SLIDE 2.0 SUPPORT LEG 6ft-6in	Certified	43.22			148	0	0.50	0.06	0
56	ZZUN3249	3	SLITHER SLIDE 2.0 SUPPORT LEG 3ft-6in	Certified	45.03			187	0	0.75	0.09	0
57	ZZCH4396	1	ACCESSIBLE MAZE PANEL	Certified	17.90			158	1	0.50	0.00	1
58	ZZCH4578	8	ANYWHERE SEAT	Certified	248.80			718	8	2.00	0.00	8
59	ZZCH8550	4	PORTRHOLE PANEL (NAUTICAL THEME)	Certified	161.08			1,701	0	2.00	0.00	0
60	ZZCH8557	5	CANNON PANEL (NAUTICAL THEME) (DECK LEVEL)	Certified	217.55			2,311	10	2.50	0.00	5
61	ZZCH8558	1	CANNON PANEL (NAUTICAL THEME) GROUND LEVEL	Certified	46.25			487	2	0.50	0.00	1
62	ZZCH8560	1	SUNKEN TREASURE HUNT (GROUND LEVEL) (NAUTICAL THEME)	Certified	44.18			413	2	2.00	0.00	1
63	ZZCH8568	10	BRIG PANEL (NAUTICAL THEME) (GROUND LEVEL)	Certified	384.30			2,889	0	5.00	0.00	0
64	ZZCH8569	1	NAUTICAL WALK-THRU PANEL	Certified	29.30			287	2	0.25	0.00	1
65	ZZCH8579	2	ACCESSIBLE NAUTICAL STEERING WHEEL PANEL	Certified	65.38			617	4	1.00	0.00	2
66	ZZPM4458	1	TREASURE TUMBLE PANEL (GROUND LEVEL)	Certified	68.17			925	1	2.00	0.00	1
67	ZZPM4549	1	NATURE HUNT PANEL (GROUND LEVEL)	Certified	53.57			470	2	2.00	0.00	1
68	ZZPM4637	1	NATURE SOUNDS HALF PANEL	Certified	35.30			908	2	0.50	0.00	1



# LITTLE RIVER PARK

Design Number: 16-0632A - Compliance and Technical Data  
 Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
69	ZZPM4647	6	TREE HOUSE BARRIER	Certified	312.73			2,271	0	3.00	0.00	0
70	ZZPM5207	1	NATURE LOG TUBE (GROUND LEVEL)	Certified	148.65			1,122	3	1.00	0.00	1
71	ZZCH8598	1	NAUTICAL STERN BALCONY	Certified	167.49			1,150	2	3.00	0.00	1
72	ZZPM4090	3	CENTERLINE PIPE WALL BARRIER	Certified	111.66			284	0	1.50	0.00	0
73	ZZPM4658	4	PLAYWOOD ACCESS GATES	Certified	234.64			387	0	2.00	0.00	0
74	ZZPM4740	1	CONTAINMENT PIPE WALL (HEX TOWER)	Certified	56.36			138	0	1.00	0.00	0
75	ZZPM0358	1	PM CUSTOM GRAPHIC ARCH W/ 2 FIBERGLASS SIGNS	Certified	82.74			1,128	0	0.75	0.00	0
76	ZZPM4888	4	CUSTOM GRAPHIC DECK LEVEL W/ 2 FIBERGLASS SIGNS	Certified	393.48			5,438	0	4.00	0.00	0
77	ZZCH6190	1	24in DECK TO DECK CLIMBER	Certified	41.34			145	1	1.00	0.00	1
78	ZZCH7237	1	ROPE LADDER- 48in DECK	Certified	51.79			345	1	2.00	0.06	1
79	ZZCH8266	1	48in SINGLE FLEX TREAD	Certified	118.67			615	2	3.00	0.06	1
80	ZZCH8547	1	NAUTICAL BOW (48in DK)	Certified	307.60			1,983	5	10.00	0.19	4
81	ZZCH8567	1	STERN CLIMBER	Certified	280.80			1,916	7	3.00	0.00	1
82	ZZCH8597	1	NAUTICAL BOW /W STEEL CLIMBER	Certified	319.96			1,573	5	10.00	0.19	4
83	ZZPM6388	1	6ft CANYON CROSSING (DK TO DK - 12in RISE)	Certified	91.36			818	2	3.00	0.00	1
84	ZZPM6816	1	TREE HOUSE CLIMBER (48in DECK)	Certified	120.94			784	2	2.00	0.06	1
85	ZZPM6828	1	VINE CLIMBER (48in DECK)	Certified	206.54			356	3	2.00	0.06	1
86	ZZPM6839	1	THE WILDWOOD CLIMBER (48n DK)	Certified	181.96			900	6	2.50	0.09	1
87	ZZPM6996	1	GEO VERTICAL CLIMBER (48in DK)	Certified	80.13			256	1	1.00	0.00	1
88	ZZPM7439	1	ROCK CLIMBER (48in DECK)	Certified	153.48			607	3	2.00	0.03	1
89	ZZPM7940	1	UPPER SILO CLIMBER	Certified	163.48			321	1	2.00	0.00	1
90	ZZPM7950	1	SILO CLIMBER (48in DECK)	Certified	77.70			159	2	1.50	0.07	1
91	ZZPM8346	1	SPINE CLIMBER TO TRIPPLE RACER SLIDE	Certified	50.66			203	2	1.00	0.03	1
92	ZZUN0176	3	ROCKBLOCKS Z SUPPORT (60in WALL)	Certified	93.03			131	0	3.00	0.39	0
93	ZZUN0177	1	ROCKBLOCKS Z SUPPORT (84in WALL)	Certified	39.41			56	0	1.00	0.13	0
94	ZZUN0179	2	ROCKBLOCKS END SUPPORT (84in WALL)	Certified	76.72			118	0	2.00	0.26	0





# LITTLE RIVER PARK

Design Number: 16-0632A - Compliance and Technical Data  
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
95	ZZUN5890	1	BRANCH OUT TRUNK W/ FABRIC SHADE	Certified	2,454.33			9,446	0	32.00	5.35	0
96	ZZUN7896	1	BRANCH OUT HAMMOCK	Certified	122.56			2,637	0	3.00	0.28	0
97	ZZUN7897	1	BRANCH OUT CARGO NET	Certified	143.08			2,502	0	3.50	0.42	0
98	ZZUN7898	1	BRANCH OUT ZIG-ZAG	Certified	117.41			1,415	0	4.00	0.56	0
99	ZZUN8356	1	ROCKBLOCKS TRI LADDER (84in WALL)	Certified	132.55			219	1	2.00	0.26	1
100	ZZUN8358	2	ROCKBLOCKS 90 DEGREE WALL (84in to 60in)	Certified	238.14			1,648	8	1.00	0.00	2
101	ZZUN8360	1	ROCKBLOCKS END WALL (60in)	Certified	76.13			405	2	1.00	0.13	1
102	ZZUN8370	3	ROCKBLOCKS 90 DEGREE WALL (84in TO 60in) RIGHT	Certified	326.88			2,530	12	1.50	0.00	3
103	ZZUN8397	1	THE WACKY LOG (84in WALL)	Certified	187.56			1,082	4	2.50	0.06	1
104	ZZUN8429	2	THE OUTRIGGER	Certified	47.78			92	0	1.00	0.00	0
105	ZZCH8468	1	THE SPACER	Certified	11.31			59	1	0.25	0.00	1
106	ZZUN8236	2	ROCKBLOCKS END WALL (84in)	Certified	207.78			1,102	6	2.00	0.26	2
107	ZZUN8246	1	ROCKBLOCKS STALAGMITE CLIMBER	Certified	144.00			540	3	1.75	0.09	1
108	ZZCH5736	10	CHINNING - TURNING BAR	Certified	59.50			407	10	5.00	0.00	10
109	ZZUN7027	1	DROP ZONE (72in DECK)	Certified	216.32			2,299	2	2.00	0.21	1
110	ZZUN7096	1	LOOPY WHOOP	Certified	99.15			705	3	2.00	0.18	1
111	ZZPM6399	1	10ft ROPE BRIDGE	Certified	116.63			2,354	4	1.00	0.00	1
112	ZZPM8479	1	10ft TIMBER TRAIL BRIDGE	Certified	230.40			1,201	4	2.50	0.00	1
113	ZZCH4556	1	7in BELL (POST MOUNT)	Certified	4.61			41	1	0.25	0.00	1
114	ZZCH4558	1	9in BELL (POST MOUNT)	Certified	6.21			45	1	0.25	0.00	1
115	ZZCH8508	2	POST FLAG W/ CUSTOM GRAPHIC	Certified	22.04			258	0	0.50	0.00	0
116	ZZCH8539	2	NAUTICAL JOLLY ROGER FLAG	Certified	24.68			219	0	0.50	0.00	0
117	ZZCH8576	2	NAUTICAL JOLLY ROGER FLAG (SAIL CONNECTOR)	Certified	34.58			369	0	0.50	0.00	0
118	ZZCH8577	2	NAUTICAL CAPTAIN'S WHEEL FLAG (SAIL CONNECTOR)	Certified	34.58			417	0	0.50	0.00	0
119	ZZCH9708	2	MODULAR HYPAR SHADE	Certified	372.70			4,607	0	6.00	0.00	0



# LITTLE RIVER PARK

Design Number: 16-0632A - Compliance and Technical Data  
 Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
								2,359	0	3.00	0.00	0
120	ZZPM9708	1	MODULAR HYPAR SHADE	Certified	209.45			3,083	0	9.00	0.00	0
121	ZZPM9716	1	SQUARE HAT SHADE (PM)	Certified	370.47			276	0	1.50	0.00	0
122	ZZPM9806	3	SMALL TREE TOPPER	Certified	42.18			636	0	2.00	0.00	0
123	ZZPM9807	4	LARGE TREE TOPPER	Certified	120.12			397	0	0.00	0.00	0
124	ZZPM9839	2	PINE TREE POST TOPPER	Certified	39.76			1	0	0.25	0.00	0
125	ZZCHGUID	1	CHALLENGER GUIDELINES	N/A	0.00			1	0	0.25	0.00	0
126	ZZPMGUID	1	PLAYMAKER GUIDELINES	N/A	0.00			1	0	0.50	0.00	0
127	ZZUN9910	2	SURFACING WARNING LABEL KIT	Certified	0.10			180				
128	ZZUN9930	2	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	N/A								
<b>Totals:</b>					<b>25,153.16</b>	<b>3,728</b>	<b>6,608</b>	<b>119,062</b>	<b>295</b>	<b>381.75</b>	<b>20.59</b>	<b>98</b>
					<b>1,318.92 Kg</b>	<b>1,678 Kg</b>	<b>2,974 Kg</b>	<b>119 Metric Tons</b>				<b>15.65 m3</b>





## LITTLE RIVER PARK

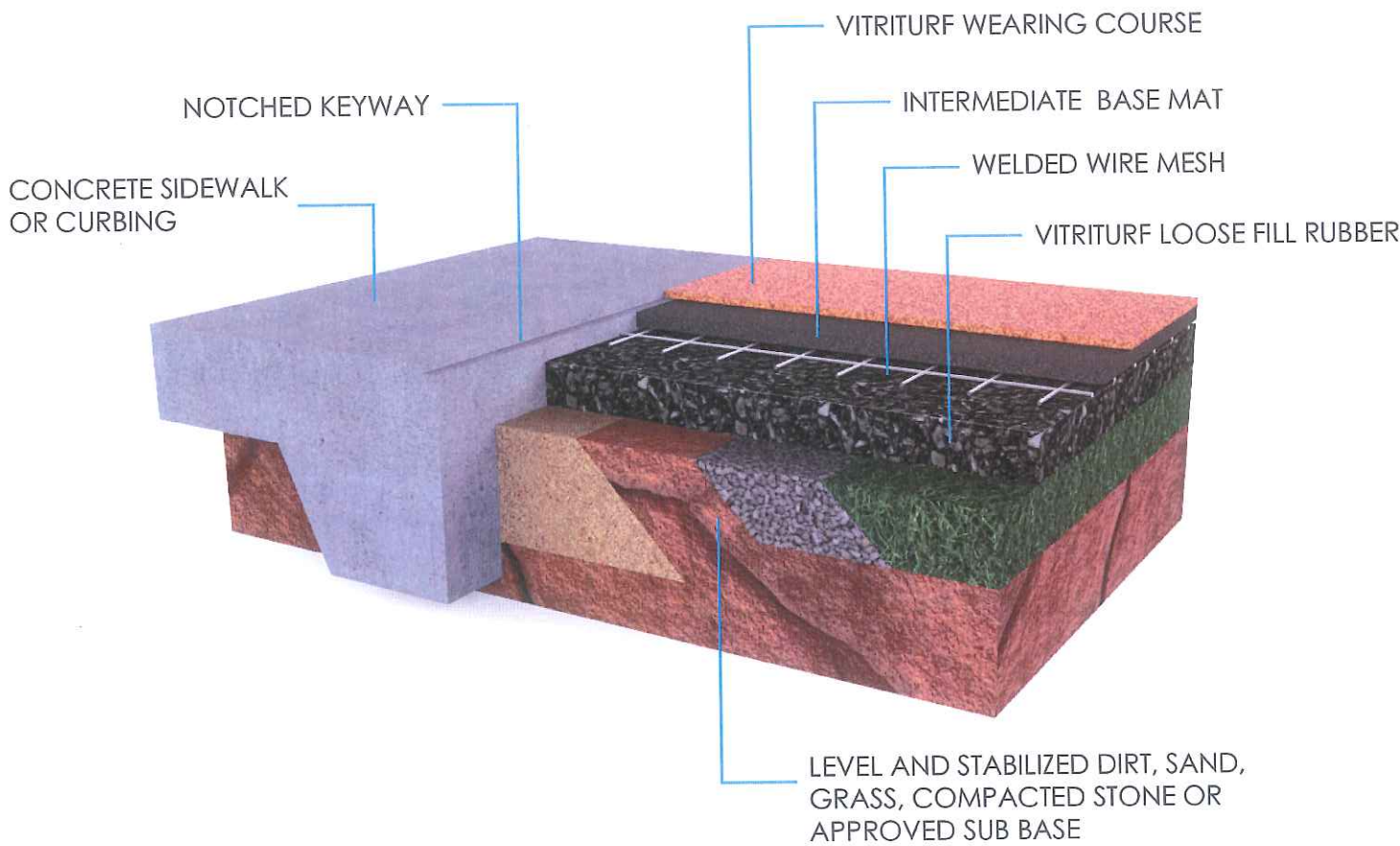
Design Number: 16-0632A - Compliance and Technical Data  
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
●	ASTM F1487		The lay-out for this custom playscape, design number 16-0632A, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, <a href="http://www.ipema.org">www.ipema.org</a> . In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.									
●	2010 ADA Standards for Accessible Design		The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.									
●	Installation Times		Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]									
●	Carbon Footprint		The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.									
●	Pre-Consumer Recycle Content		A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.									
●	Post-Consumer Recycle Content		A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product. ** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.									



# Bondflex System

## Curb Detail





# VITRITURF®

POURED IN PLACE SURFACING SYSTEMS



## Bondflex

BONDFLEX was formulated to meet the Head Injury Criteria, ASTM-1292-99 for high heights at an economical cost. Bondflex is multidimensional. The system utilizes a recycled polyurethane rubber as a loose filled base. A reinforced welded wire is applied to the base material. The Bondflex rubber is then mixed on site with the Vitriturf Binder and installed at a minimum thickness of 1.5".

### Advantages:

1. Meets CFH of 12' with standard system.
2. 100% recycled system.
3. Extremely affordable.
4. Available in 6 standard colors and unlimited color combinations.
5. Single Source Responsibility.

### Why Bondflex?:

**Extremely Durable**

**Multicolored**

**Quick Installation**

**Economical**

Hanover Specialties Inc.  
35 Feldland Street  
Bohemia, NY 11716

[www.vitriturf.com](http://www.vitriturf.com)

631.231.1300

[vturf@aol.com](mailto:vturf@aol.com)



**TÜV SÜD America Inc.**  
**Product Safety Services**  
 47523 Clipper Drive  
 Plymouth, MI 48170  
 Phone: 734.455.4841

**IPEMA Surfacing Material Report – ASTM F1292-09**

Participant: Hanover Specialties  
 Main Office Address: 35 Feldman St.  
Bohemia, NY 11716  
 Phone: (631) 231-1300  
 Manufacturing Location ID: Bohemia, NY  
 Commercial Name of product: Bondflex 5.5in.  
 Date of Manufacture: Unknown  
 No. of samples submitted: 3 - 18in. X 18in. Samples

TUV Report No.: Q11208004  
 Report Date: 7/27/2012  
 Test Date: 7/27/2012  
 Initial   
 Follow up  Ref Job:  
 Sample Receipt Date: 7/24/2012  
 Ambient Air Temperature: 22.4°C  
 Humidity: 38.0%

Selection:

**Test Equipment:**

Triax System 1: <input checked="" type="checkbox"/>	Environmental Chamber No.: <u>PLYP00101</u>
Triax System 2: <input type="checkbox"/>	Calibration Due Date: <u>8/1/12</u>
Accelerometer ID: <u>PLYP00036</u>	Environmental Chamber No.: <u>PLYP00069</u>
Accelerometer Calibration Due Date: <u>3/7/2013</u>	Calibration Due Date: <u>8/1/12</u>

**Loose fill Material Sample Description:**

Engineered Wood Fiber: <input type="checkbox"/>	Un-compacted Depth: <u>4</u> Inches
Loose Fill Wood: <input type="checkbox"/>	
Rubber: <input checked="" type="checkbox"/>	Compacted Depth: <u>4</u> Inches
Sand: <input type="checkbox"/>	
Gravel: <input type="checkbox"/>	
Other: <input type="checkbox"/>	

**Unitary Sample Description:**

Tiles <input type="checkbox"/>	Total Thickness: <u>1.5in.</u>
Poured in Place <input checked="" type="checkbox"/>	Top Layer: <u>N/A</u>
Other <input type="checkbox"/>	Base Layer: <u>N/A</u>

**Comments:**

Samples arrived in wooden boxes, pre-assembled by Hanover Specialties. Samples are: 1.5in. Poured in place over 4.0in. Loose rubber. Total system thickness of 5.5in.

**The maximum determined critical fall height of the above described sample is: 12 Ft.**

The results reported herein reflect the performance of the above described samples at the time of testing and at the temperature(s) reported. The results are specific to the described samples. Samples of surfacing materials that do not closely match the described samples will perform differently. The following data sheet provides an accurate representation of the test results.

Sample in compliance with ASTM F1292-09 at the temperature and rating specified? Yes  No

Signature: Timothy Goulia

Date: 7/27/12

Reviewed by: Scott Skutten

Date: 7/30/12



Client: Hanover Specialties

TUV Report No. Q11208004

Manufacturer: Hanover Specialties

Test Date: 7/27/2012

Drop	Specified Impact Height (Ft.)	Reference Temperature -6°C, (21.2°F)			Reference Temperature 23°C,(73.4°F)			Reference Temperature 49°C,(120.2°F)		
		G-Max	HIC	Velocity (ft/s)	G-Max	HIC	Velocity (ft/s)	G-Max	HIC	Velocity (ft/s)
1	12	135	1012	27.6	112	719	27.7	90	683	27.7
2	12	131	955	27.6	106	649	27.7	100	681	27.7
3	12	128	892	27.7	115	742	27.7	100	683	27.7
Average		129.5	923.5		110.5	695.5		100	682	
Measured Surface Temperature		(-6°C)	Max. Change from reference + 5°C ,(9°F)		24°C	Max. Change from reference 3°C ,(5.4°F) ±		49°C	Max. Change from reference -3°C ,(-5.4°F)	
Sample Condition:		DRY			DRY			DRY		

Drop	One foot over (Ft.)	Reference Temperature -6°C, (21.2°F)			Reference Temperature 23°C,(73.4°F)			Reference Temperature 49°C,(120.2°F)		
		G-Max	HIC	Velocity (ft/s)	G-Max	HIC	Velocity (ft/s)	G-Max	HIC	Velocity (ft/s)
1	13	140	1092	28.7	120	851	28.7	109	806	28.7
2	13	132	964	28.7	115	771	28.7	113	826	28.8
3	13	145	1114	28.7	119	816	28.7	108	785	28.8
Average		138.5	1039		117	793.5		110.5	805.5	
Measured Surface Temperature		(-6°C)	Max. Change from reference + 5°C ,(9°F)		24°C	Max. Change from reference 3°C ,(5.4°F) ±		49°C	Max. Change from reference -3°C ,(-5.4°F)	
Sample Condition:		DRY			DRY			DRY		

Drop	One foot under (Ft.)	Reference Temperature -6°C, (21.2°F)			Reference Temperature 23°C,(73.4°F)			Reference Temperature 49°C,(120.2°F)		
		G-Max	HIC	Velocity (ft/s)	G-Max	HIC	Velocity (ft/s)	G-Max	HIC	Velocity (ft/s)
1	11	125	966	26.5	99	547	26.4	98	699	26.4
2	11	132	941	26.5	103	600	26.5	92	606	26.4
3	11	124	837	26.6	99	535	26.5	80	486	26.4
Average		128	889		101	567.5		86	546	
Measured Surface Temperature		(-6°C)	Max. Change from reference + 5°C ,(9°F)		24°C	Max. Change from reference 3°C ,(5.4°F) ±		49°C	Max. Change from reference -3°C ,(-5.4°F)	
Sample Condition:		DRY			DRY			DRY		



America



# Specifications

Poured In Place  
Rubber System

## Vitriturf Bondflex-E System

### PART I -- GENERAL

- 1.00 SCOPE: This is a Manufacturer's Specification on the Bondflex version of the VITRITURF System.  
1.01 DESCRIPTION: Provide all labor, materials and equipment necessary to install the VITRITURF System.  
1.02 QUALITY ASSURANCE

#### A. Qualifications

1. VITRITURF shall have marketed this system in the United States for at least five years.
2. The Applicator shall be trained and registered by VITRITURF

#### B. Design and Detailing

##### 1. General

- a. VITRITURF Bondflex System is utilized wherever an impact, absorbing cushioned surface is required.
2. Substrate and Substrate Systems
  - a. Check application manual for specific instructions on substrate.
  3. Acceptable Substrates for the VITRITURF System include asphalt, concrete and compacted stone.
  4. Other Substrates shall be approved by VITRITURF prior to application.
  5. The Trained Applicator shall verify that the proposed Substrate is acceptable with application of the VITRITURF System.
  6. Substrate Systems shall be engineered with regard to structural performance.
  7. Follow VITRITURF's published details with specific recommendations for this project.

#### 1.03 SUBMITTALS:

- A. Trained Applicator shall submit 2' (610mm) x 4' 1220mm) samples of the VITRITURF System.

#### 1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials in original unopened packages with labels intact. B. Store all materials protected from weather and at temperature not less than 40 F.

#### 1.05 JOB CONDITIONS:

- A. Ambient air temperature shall be 32 F at the time of installation of the VITRITURF System. The System may be installed with temperatures below 40. The temperature only affects the system in workability of the materials and the dry time. The lower the temperature, the thicker the viscosity of the binder and the dry time may become delayed.
- B. Adjacent materials and the VITRITURF System shall be protected during installation while curing and/or unattended from weather and other damage.

#### 1.06 ALTERNATES AND ALLOWANCES:

- A. Systems to be considered equal to those specified herein shall be approved by then Architect, in writing, at least ten working days prior to the project bid date.

### PART II -- PRODUCTS

- 2.01 GENERAL: All components of the VITRITURF System shall be obtained from VITRITURF or its authorized distributors. No substitutions of, or additions of, other materials shall be submitted without prior written permission from VITRITURF.

#### 2.02 MATERIALS

- A. VITRITURF Primer: A single component moisture cured polyurethane primer.
- B. VITRITURF BINDER: A proprietary, elastic Polyurethane Pre-Polymer, MDI based. Extremely low odor, capable of excellent weathering and binding characteristics. Binder shall contain no TDI Monomers.
- C. VITRITURF Bondflex Rubber: A combination of post consumer, non-tire shredded rubber with various sizings with non larger than 1/2"
- D. VITRITURF EPDM Rubber: A man-made rubber containing minimum of 30% EPDM and having a density of 1.5-0.05.
  1. Is available in assorted colors.
  2. Is available in three sizes: 1-3mm, 0.5-1.5mm and 0.40-08mm (dust)
- E. VITRITURF Mid Level Rubber: A man made rubber containing post consumer rubber with various sizings.
- D. The VITRITURF System shall have been tested for ASTM-1292-09, non slip characteristics under ASTM-E303, tested for ease of ignition under BS-5696 and ASTM-D-2859.

- 2.03 MIXING AND PREPARATION: A. Mixture of binder/rubber will be determined by the system which is specified.

### PART III-- EXECUTION

#### 3.01 INSPECTION:

- A. Prior to application of VITRITURF System the Substrates shall be examined for compliance with the contract documents of VITRITURF specifications. The General Contractor and Architect shall be advised of all discrepancies. Work shall not proceed until unsatisfactory conditions are corrected.

#### 3.02 INSTALLATION:

##### VITRITURF Bondflex System

1. Place Bondflex Rubber on sub-base at 4"
2. Place Bondflex reinforcement on top of loose laid Bondflex Rubber
- 3 Mix Mid Level Rubber to VITRITURF Binder in a ratio of 82/18 and apply to desired thickness with a steel trowel.
- 4 Mix VITRITURF EPDM to VITRITURF Binder in a ratio of 82/18 and apply to 1/2"



Custom Project #: 1603015  
Part #: ZZPM0358  
Custom #: FDB0026  
Custom Signage insert.

In House:  
Mfg. By: \_\_\_\_\_  
Date: \_\_\_\_\_

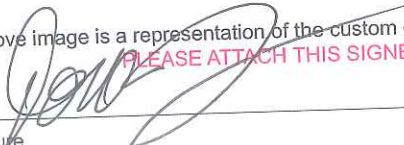


FRONT



BACK

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**PLEASE ATTACH THIS SIGNED FORM WITH YOUR ORDER.**

  
Signature

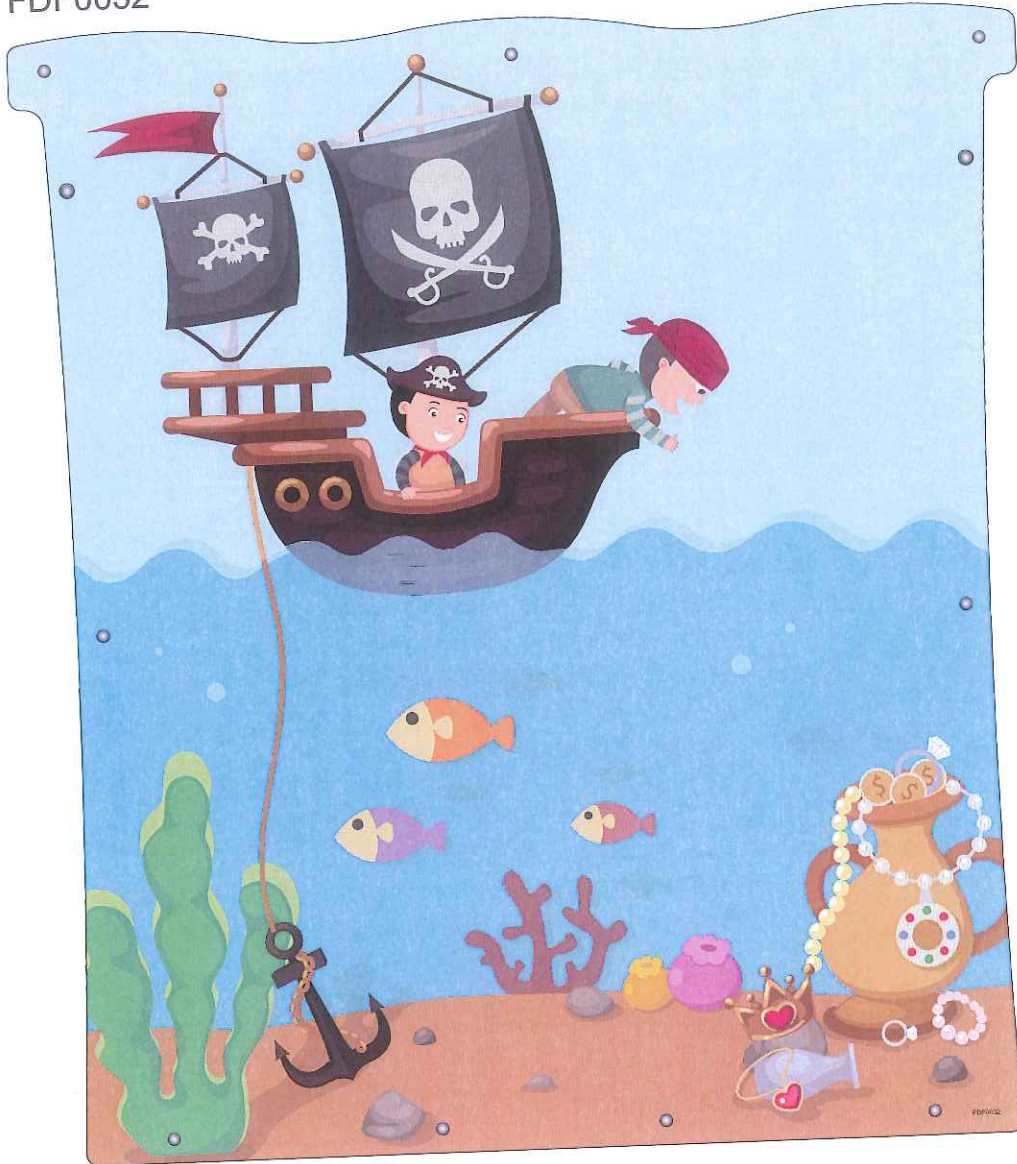
Todd Jenson  
Please print name

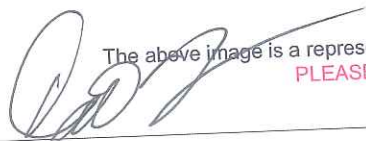
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Date

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Part #: ZZPM4888  
Custom #: FDF0032  
Custom Signage insert.

In House:  
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Date: \_\_\_\_\_

FDF0032



  
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8-19-16  
Date



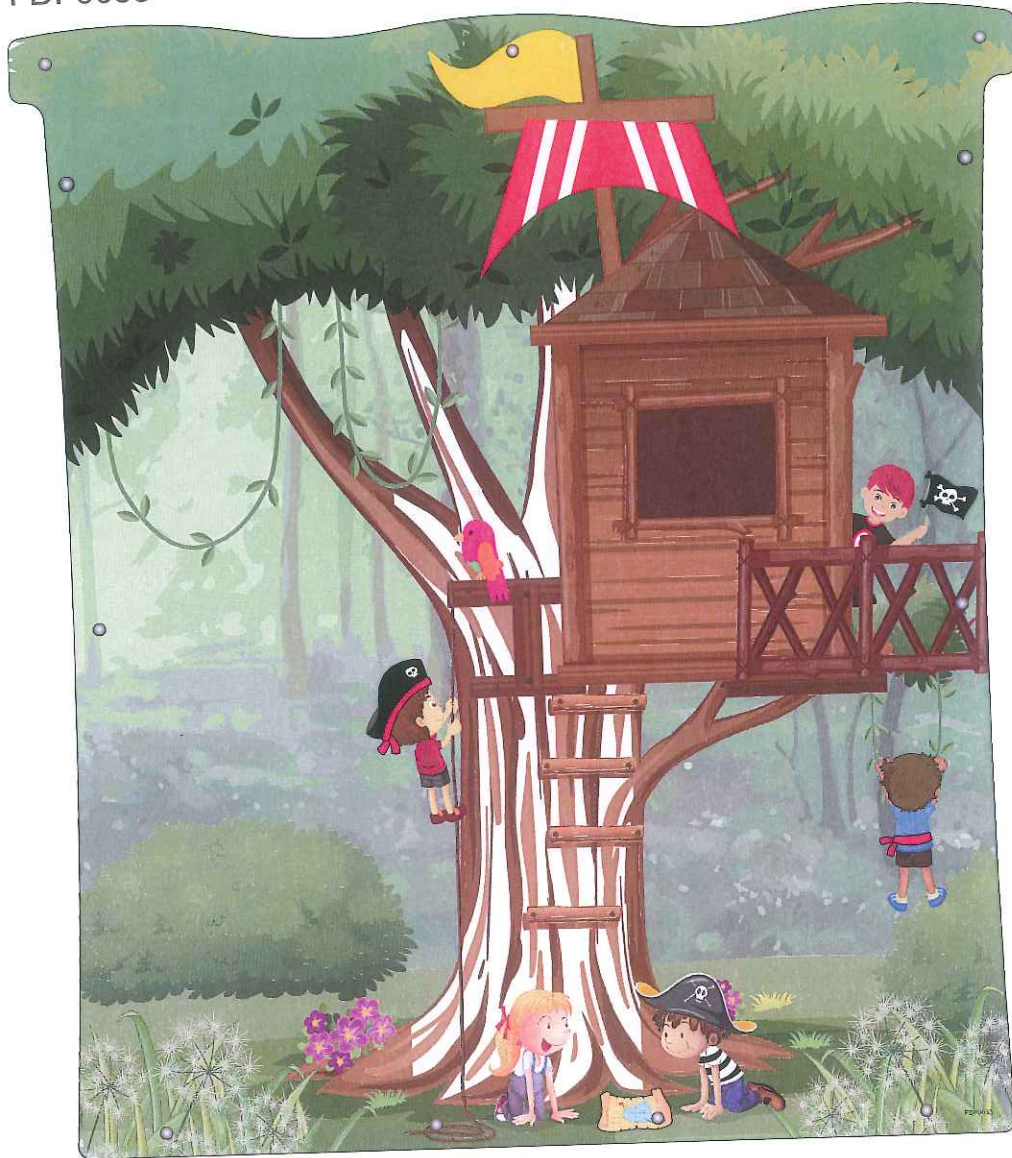
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Part #: ZZPM4888  
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Custom Signage insert.

In House:

Mfg. By: \_\_\_\_\_

Date: \_\_\_\_\_

FDF0033



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Todd Jenson  
Please print name

8-19-14  
Date

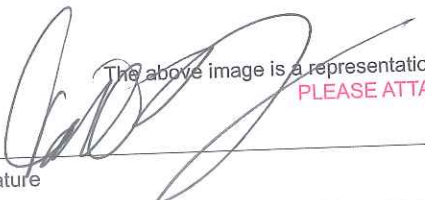
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Part #: ZZPM4888  
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Custom Signage insert.

In House:  
Mfg. By: \_\_\_\_\_  
Date: \_\_\_\_\_

FDF0034



  
Signature

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Please print name

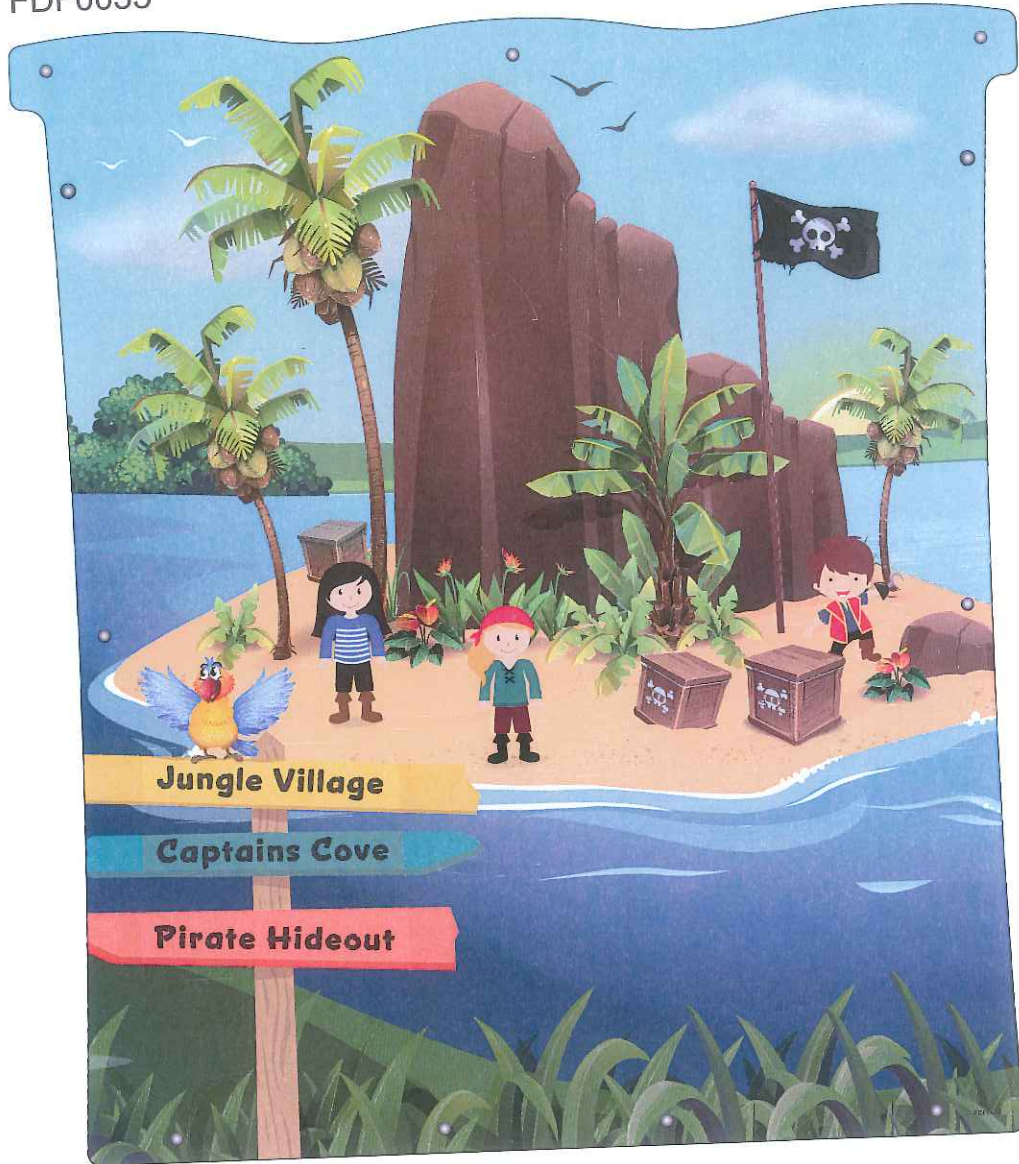
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Custom Project #: 1603015  
Part #: ZZPM4888  
Custom #: FDF0035  
Custom Signage insert.

In House: \_\_\_\_\_  
Mfg. By: \_\_\_\_\_  
Date: \_\_\_\_\_

FDF0035



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Signature

Todd Jenson  
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8-19-16  
Date

Appendix F: Scope of Services

# **PlayWell**

The PlayWell Group, Inc.  
Playground, Park, and Athletic Equipment

June 3, 2016

City of Moore  
301 N Broadway  
Moore, OK 73160

RE: Little River Park RFP: 1516-007

## **PROJECT SCOPE OF WORK**

The estimated time to process the order, manufacture the play equipment, shipping and installation timeline will be approximately 25 weeks, pending weather conditions are favorable.

- 8 weeks for manufacturing of Play Equipment and Custom Items
- 1 week for delivery
- 6-8 weeks for installation of equipment and concrete curb
- 1-2 weeks for concrete to cure
- 3 weeks for PIP surfacing installation
- 2 weeks for winter weather conditions

The following is included in our proposal.

- Playworld 2-5 & 5-12 "Pirate Island" Playground Equipment
- Wabash Valley (5) Benches & (3) Picnic Tables
- Vitriturf Poured-In-Place Rubber Safety Surfacing "Bondflex" System includes custom graphics & design patterns. Provides 12' Critical Fall Height Protection. Certified Installation & Security Provided by Vitriturf.
- Certified Rex Playground Installation of Playground Equipment, Site Furnishings and 8" x 8" concrete curb with rebar & piers every 6 to 8 feet.

The City or others will be responsible for providing a clear (grass removal) and level playground site, ready for installation with slope not to be greater than 2% grade. The City or others will be responsible for providing sidewalks to the playground to make the site ADA accessible.

With a completion date set for April 2017, I feel we should process the order in October 2016. If you have any questions, please contact me.

Thank you,

Amber Fitzgerald  
Sales Consultant  
The PlayWell Group, Inc  
405-426-2076

5030 North May Suite 129, Oklahoma City, OK 73112  
405-426-2076, 800-726-1816, [www.playwellgroup.com](http://www.playwellgroup.com)



# **PlayWell**

The PlayWell Group, Inc.  
Playground, Park, and Athletic Equipment

June 3, 2016

City of Moore  
301 N Broadway  
Moore, OK 73160

RE: Little River Park RFP: 1516-007

## **INSTALLATION SCOPE OF WORK**

The estimated installation timeline will be approximately 15 weeks, pending winter weather conditions are favorable.

- 6-8 weeks for installation of equipment and concrete curb
- 1-2 weeks for concrete to cure
- 3 weeks for PIP surfacing installation
- 2 weeks for winter weather conditions

The installation of the playground equipment, site furnishings and concrete curb will be provided by Rex Playground Equipment. The poured-in-place (PIP) surfacing and security will be provided by Vitriturf. The PIP surface will need to be poured in dry conditions. Vitriturf will use a winter binder that will allow for installation below 45 degrees.

We will need clear and level site with a slope not to be greater than 2% grade to begin installation.

The installation schedule will be the following:

- Installation of playground equipment
- Installation of concrete curb
- Installation of Site Furnishings
- Installation of Vitriturf PIP surface
- Cleanup and inspection of the playground

Please let me know if you have any questions or concerns regarding the installation scope of work.

Thank you,

Amber Fitzgerald  
Sales Consultant  
The PlayWell Group, Inc  
405-426-2076

5030 North May Suite 129, Oklahoma City, OK 73112  
405-426-2076, 800-726-1816, [www.playwellgroup.com](http://www.playwellgroup.com)



**QUOTE**

**The PlayWell Group, Inc.**

*Everything in a park that doesn't grow!*

4743 Iberia Ave., Suite C  
 Dallas, TX 75207  
 Phone 800-726-1816 Fax 888-560-9012

SQ051515  
 DATE: JULY 18, 2016

Expiration Date 10/28/2016

TO City of Moore  
 301 N Broadway  
 Moore, OK 73160

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Amber F.	Little River Bid	Truckload	FOB Factory		N30	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1	CUSTOM	CUSTOM PLAYWORLD PIRATE THEMED PLAYGROUND AGES 2-5 & 5-12	312577.00	104192.00	208385.00
1	FREIGHT	FREIGHT FROM FACTORY	6600.00		6600.00
1	PIP RUBBER	VITRITURF BONDFLEX POURED IN PLACE RUBBER SYSTEM, INCLUDES GRAPHICS AND INSTALLATION	127008.24	21152.16	105867.00
2	PODN31C	WABASH 8' PORTAGE PICNIC TABLE SQUARE	1978.00	328.00	1650.00
1	PODN31C-ADA	WABASH ADA 6' PORTAGE PICNIC TABLE	1155.00	192.00	963.00
5	P01211	WABASH VALLEY 6' BENCH	2635.00	440.00	2195.00
1	FREIGHT	FREIGHT FROM WABASH	776.84		776.84
1	INSTALLATION	CERTIFIED PROFESSIONAL INSTALLATION OF PLAYGROUND, SITE FURNISHINGS & CURB	95032.26		95032.26
1	BONDS	BONDS	3172.50		3172.50
<b>TOTAL DISCOUNT</b>				126304.16	
<b>SUBTOTAL</b>					424,641.60
<b>SALES TAX</b>					0
<b>TOTAL</b>					424,641.60

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_



THANK YOU FOR YOUR BUSINESS!



# Warranty(Sample)

5 Year Warranty

**Project Name:**  
**Owner:**  
**Location:**  
**City and State:**  
**Date Installation Completed:**  
**Total Square Footage:**  
**Contractor:**

Vitriturf warrants to the owner of the project name described above, subject to the conditions, and limitations stated herein, as follows:

That the Vitriturf System will not lose its bond from approved substrates, peel, flake or chip, that the system will be fade-resistant so long as surface integrity is maintained; and that the system will not crack as a result of normal weather conditions and normal traffic pattern use. This warranty does not cover defects or damage caused by failure of the substrate, vandalism or misuse of the system.

The foregoing warranty shall continue for a period of 5 Years commencing with the the date of completed installation of the system as shown above, provide that the owner gives Vitriturf written notice of any defects in the system within thirty (30) days from discovery of such defects. ("Warranty Period").

The foregoing warranty does not cover defects of damage caused by: (1) structural or design defects; (2) misuse, vandalism, civil disobedience, acts of war; (3) acts of God, including lightning, hurricanes, tornados, earthquakes, fumes, flood, chemical fumes or foreign substances in the atmosphere or by other unusual natural occurrences. The obligations contained hereindo not cover any material used on the system which was not supplied by Vitriturf unless specifically identified above.

Any claim of defect in material in the system must be made in writing to Vitriturf as set forth above within the warranty period. This warranty will not cover damage resulting from the application, repair or subsequent work on the surface without written notice from Vitriturf of the methods and materials to be used and the party who will apply those materials. During the term of the warranty, Vitriturf, its agents, employees, and assigns shall have the right to inspect the system during business hours. If Vitriturf or its agents have not been paid by contractor or owner for this project, the warranty will be void and null because of lack of consideration.

The warranty shall become null and void if, in the sole judgment of Vitriturf, any of the following events shall occur: (1) if, after installation of the system, there are any alterations or repairs made to the system that affect any component of the system in any way; (2) failure by the owner or any of the owner's tenents to use reasonable care in maintaining the system; or (3) Owner fails to comply with every item or condition stated herein.

Vitriturf's failure at any time to enforce any of the terms or conditions stated herin shall not be construed to be a waiver of such provision.

The warranty shall apply only to the original owner as set forth above, and any assignment of any rights hereunder by the owner without the express written consent of Vitriturf shall be null and void.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED. VITRITURF SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES TO ANY PARTY WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE SURFACE OR ITS SURROUNDINGS. Vitriturf shall have no further obligation or liability of any kind, and it is further agreed and understood that the price stated for the system is consideration for the limitation of Vitriturf's liability hereunder. The sales personnel of Vitriturf are not authorized to make warranties about the merchandise described in this contract. Vitriturf's employees ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE BUILDING OWNER OR ANY THIRD PARTY, AND ARE NOT PART OF THE CONTRACT SALE. THE ENTIRE CONTRACT IS EMBODIED IN THIS WRITING AND NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS WRITTEN CONTRACT. This writing constitutes the final expressions of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.



by: Steven Naskin-cim  
**Building Owner:** \_\_\_\_\_  
by: \_\_\_\_\_

901 Motor Parkway  
Hauppauge, NY 11788  
631.231.1300 F.631.231.1329



# Warranty

For hassle-free maintenance, we guarantee to provide you with the best quality products crafted from the finest materials available.

For your peace of mind, we offer a Hassle-Free Warranty - the best warranty available - on all of our products, playgrounds and maintenance parts. An item will be replaced hassle-free, if a defect is discovered during a valid warranty period.

Please note: Playworld Systems, Inc. may request photographs to identify the type of maintenance concern and to prevent it from happening in the future.

## Limited Warranty

Playworld Systems, Inc., warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with our published specifications. The warranty shall commence on the date of the Playworld Systems, Inc., invoice and terminate at the end of the period stated here (shown right).

The warranty stated is valid ONLY if the products and structures are: erected properly and in conformity with the layout plan and/or installation instructions furnished by Playworld Systems, Inc. using approved parts; maintained and inspected in accordance with Playworld Systems, Inc. instructions; subject to normal use for the purpose for which the goods were designed; not subject to vandalism, misuse, neglect, accident or unauthorized addition or substitution of parts; not moved, in whole or in part, after its initial installation; and not modified, altered, or repaired by persons other than Playworld Systems, Inc. or its designees in any respect which, in the sole judgment of Playworld Systems, Inc., Inc., affects the condition or operation of the structures.

This warranty does not cover: 1) cosmetic damage or defects, such as surface scratches, dents, marring, fading, discoloration, corrosion, warping of recycled plastic lumber, and cracking or peeling of Eco-Armor® polyethylene coating; 2) damage due to normal wear and tear; 3) Damages to SMARTE® playground surfaces from improper site preparation and/or installation, improper maintenance and/or the use of unapproved cleaning materials. Surface punctures from items such as, but not limited to: knives, high heel shoes, chair legs, and park maintenance equipment. Damages due to normal wear and tear of top surfaces located under slide exits, equipment bases, and swings. 4) damages due to "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes,

and wind storms; and 5) damages due to "Environmental Factors", such as wind-blown sand, salt spray, or airborne emissions from industrial sources.

## Limited Warranty Time Periods

**LIFETIME** on steel and aluminum posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

**25 YEARS** on Spring Mates® aluminum castings.

**15 YEARS** on all perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, recycled plastic lumber, roof panels, stainless steel slides, aluminum slide, and PlayWeb® tubular steel parts, except as otherwise specified below by product family type.

**10 YEARS** on fiberglass signage, RockBlocks® handholds, shade fabric and components, accessible swing seats, steel-core cable, all Fun Centers™ and FirstPlay™ play structures, and pre-cast PolyFiberCrete® or reinforced concrete products. The warranty for pre-cast concrete products does not cover minor chips, hairline cracks or efflorescence.

**5 YEARS** on all PlaySimple® play structures; DropZone Tower™; LiveWire Zip Line™; AeroGlider™; Border Timbers™; swing seats; steel coil and C springs; and site amenities including all benches, tables, litter receptacles and bike racks. All motion/moving play components and parts. All motion/moving play components and parts. SMARTE® playground surfaces including impact attenuation characteristics per ASTM F1292-09 as required at time of installation.

**2 YEARS on NEOS®**, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, flex treads and any other materials not covered above. (\*An extended 3-year NEOS parts-only warranty is available for purchase, providing a total coverage of five years.)

For our complete warranty, visit [PlayworldSystems.com/Warranty](http://PlayworldSystems.com/Warranty) or contact your local authorized Playworld Systems, Inc., representative.

*Design: Playworld Systems, Inc. will continue to improve the equipment available for your play area and therefore reserves the right to change the design specifications without notice.*



# Shade Warranty

## General Guarantee

**PLAYWORLD SYSTEMS®, INC.** warrants its products to be free from defect in materials or workmanship during normal use and installation in accordance with its published specifications, as follows:

- **Limited 20-YEAR WARRANTY** on steel posts, all hardware, clamps, shackles, wire post caps and cast aluminum parts against structural failure due to defects in materials or workmanship.
- **Limited 10-YEAR WARRANTY** on all steel tensioning devices against structural failure due to defects in materials or workmanship.
- **Limited 10-YEAR WARRANTY** on shade fabric components against structural failure, mildew, significant fading, deterioration, cracking or discoloration due to ultraviolet exposure outdoor heat or cold, due to defects in materials or workmanship. Should a valid warranty claim be made under the warranty, Playworld Systems may repair or replace the product at its sole discretion.



**PLAYWORLD SYSTEMS®, INC.** has achieved ISO 9001:2000 certification. Awarded by SGS International Certification Services Inc. in 1998, ISO 9001:2000 is

an exacting quality control standard for companies that design, manufacture, sell, and service products throughout the world. The standard contains stringent criteria that apply to every facet of doing business including sales, customer service, engineering, manufacturing, quality assurance, and shipping. Playworld Systems, Inc. is proud to hold this prestigious designation, another sign of our continuing efforts to provide our customers with the highest quality products and services available.

Design: **PLAYWORLD SYSTEMS, INC.** will continue to improve the equipment available for your play area and therefore reserves the right to change the design specifications without notice.

The warranty stated above is valid only: if the structures are erected in conformity with the layout plan and/or installation instructions furnished by Playworld Systems, using approved parts; have been maintained and inspected in accordance with Playworld Systems's instructions; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to vandalism, misuse, neglect, or accident; have not been subjected to unauthorized addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Playworld Systems or its designees in any respect which, in the judgment of Playworld Systems, affects the condition or operation of the structures.

The above warranties commence on the date of Playworld Systems's invoice. Should any failure to conform to any of the expressed warranties occur within the applicable warranty period, Playworld Systems shall, upon notification in writing of the defect, correct such nonconformity, either by repairing any defective part or parts or by making available a replacement part within 60 days of the written notification. This shall be the purchaser's exclusive remedy. Playworld Systems shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NO REPRESENTATION, ORAL OR WRITTEN, OF ANY Playworld Systems REPRESENTATIVE MAY BE SUBSTITUTED FOR THE AFORESAID EXCLUSIVE LIMITED WARRANTY. TO THE EXTENT PERMITTED BY LAW, Playworld Systems SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHICH ARE EXPRESSLY EXCLUDED FROM THIS SALE.

To make claim under the terms of this Warranty, the buyer's written statement of claim, along with a copy of the original invoice, maintenance records, and supporting photographs, must be sent to:

**PLAYWORLD SYSTEMS, INC., 1000 Buffalo Road,  
Lewisburg, PA 17837-9795 USA.**

## Terms and Conditions

**PRICES:** F.O.B. Lewisburg, PA Subject to change without notice.

**FREIGHT CHARGES:** Determined and collected by carrier.

**LOSS or DAMAGE in TRANSIT:** **PLAYWORLD SYSTEMS®, INC.** is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the shipment was made complete and in good condition. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages should be noted on the freight bill before it is signed.



# Terms, Conditions and Warranty Certificate

**CONTROLLING TERMS:** An order or acceptance of products by customer constitutes acceptance of these Terms and Conditions in their entirety, without regard to any terms and conditions contained in any document of customer, even if they are additional to and not in conflict with these Terms and Conditions.

**PRICES:** Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, installation expenses and other charges. Any such taxes, fees and charges will, at Playworld Systems, Inc. option, be added to the price, paid directly by the customer or reimbursed by customer if paid by Playworld Systems, Inc..

**TERMS OF PAYMENT:** Unless credit is specifically granted in writing by Playworld Systems, Inc., payment in full is due upon delivery. All payments for products released and shipped on approved credit accounts shall be due in full and in legal tender of the United States (unless otherwise indicated by Playworld Systems, Inc. on the invoice) thirty (30) days from the date of invoice thereof. If Customer fails to perform the terms of payment of any invoice or if the financial condition of Customer shall become impaired or unsatisfactory to Playworld Systems, Inc., Playworld Systems, Inc., in its sole discretion, reserves the right to change the terms of payment, require payment in advance or security or a guaranty satisfactory to it and/ or defer or discontinue further shipments without prejudice to any other lawful remedy available to Playworld Systems, Inc.. Playworld Systems, Inc. also reserves the right in the case of any of the foregoing events to cancel all of Customer's orders, in which event Customer shall fully compensate Playworld Systems, Inc. for any commitments, obligations, expenditures, expenses and costs that may have incurred in connection with the orders (e.g., conversion charges, restocking charges). A delinquency charge of 1-1/2% interest per month overdue will be charged on past due accounts but in no event will the delinquency charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by Playworld Systems, Inc. in the enforcement of its rights hereunder.

**SET OFF:** Playworld Systems, Inc. shall have the right at any time and without notice, to set off any liability or obligation of Customer to Playworld Systems, Inc. against

any liability or obligation of Playworld Systems, Inc. to Customer.

**FREIGHT CHARGES:** Determined and collected by carrier.

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

**DELIVERY:** Delivery and shipment dates are estimates only, and does not guarantee delivery or shipment on or by such dates.

**INSTALLATION:** Installation is not included in the purchase price of Playworld Systems, Inc.'s products, unless expressly noted on the invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH OUR INSTALLATION INSTRUCTIONS.

**INSPECTION:** All products must be inspected upon receipt and claims must immediately be filed with the transportation company and Playworld Systems, Inc. when there is evidence of shipping damage, either concealed or external.

**EXPORT:** Customer is responsible for compliance with applicable export laws and obtaining the appropriate export licenses when reselling the products.

## Limited Warranty

Playworld Systems, Inc. warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with our published specifications.

The warranty shall commence on the date of the Playworld Systems, Inc. invoice and terminate at the end of the period stated below.

The warranty stated is valid ONLY if the products and structures are: erected properly and in conformity with the layout plan and/or installation instructions furnished by Playworld Systems, Inc. using approved parts; maintained and inspected in accordance with Playworld Systems, Inc. instructions; subjected to normal use for the purpose for



## Terms, Conditions and Warranty Certificate *continued*

which the goods were designed; not subject to vandalism, misuse, neglect, accident or unauthorized addition or substitution of parts; not moved, in whole or in part, after its initial installation; and not modified, altered, or repaired by persons other than Playworld Systems, Inc. or its designees in any respect which, in the sole judgment of Playworld Systems, Inc., affects the condition or operation of the structures This warranty does not cover: 1) Cosmetic damage or defects, such as surface scratches, dents, marring, fading, discoloration, corrosion, warping of recycled plastic lumber, and cracking or peeling of Eco-Armor<sup>®</sup> polyethylene coating; 2) Damage due to normal wear and tear; 3) Damage due to "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, and windstorms; and 4) Damage due to "Environmental Factors", such as wind-blown sand, salt water, salt spray, or airborne emissions from industrial sources.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES MADE IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF Playworld Systems, Inc. FURTHER, NO REPRESENTATION,

WHETHER ORAL OR WRITTEN, OF ANY Playworld Systems, Inc. REPRESENTATIVE MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE LIMITED WARRANTY.

**EXCLUSIVE REMEDY:** To make a valid claim under the terms of this Warranty, the Customer's written statement of claim (including a specific description of the defect), along with a copy of the original invoice, maintenance records, and supporting photographs, must be received by Playworld Systems, Inc. on or before the end of the applicable warranty period at the following address:

**1000 Buffalo Road,  
Lewisburg, PA 17837-9795 USA**

Should any breach of this warranty occur within the applicable warranty period, Playworld Systems, Inc. shall, upon proper notification in writing of the defect, correct such defect, either by repairing any defective part or parts or by making available a replacement part, at Playworld Systems, Inc. option, within 60 days of receipt of such

written notification. Playworld Systems, Inc. shall deliver repaired or replacement part or parts provided under the terms of its Limited Warranty to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts provided free of charge under the terms of Playworld Systems, Inc. Limited Warranty shall be guaranteed for the balance of the original part's applicable warranty period but not thereafter.

**LIABILITY EXCLUSIONS:** TO THE EXTENT PERMITTED BY LAW, Playworld Systems, Inc. SHALL IN NO EVENT BE LIABLE IN CONNECTION WITH A PRODUCT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE FOR SUCH PRODUCT. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. **FORCE MAJEURE:** Playworld Systems, Inc. shall not be liable in any way because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary to order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

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

**GOVERNING LAW:** All matters relating to the sale of products or services shall be governed by the law of the Commonwealth of Pennsylvania U.S.A., notwithstanding any conflict of laws principles.

**DISPUTES:** Customer irrevocably consents to the exclusive jurisdiction and venue of the courts of Pennsylvania, U.S.A. in the United States District Court for the Middle or Eastern District of Pennsylvania in all matters arising out of or



## Terms, Conditions and Warranty Certificate *continued*

relating to the sale of products and/or services hereunder.

**DESIGN:** Playworld Systems, Inc. continually improves the equipment available for your play area and therefore reserves the right to change the design specifications without notice.

### Limited Warranty Time Periods

**LIFETIME** on steel and aluminum posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

**25 years** on Spring Mates® aluminum castings.

**15 Years** on all perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, recycled plastic lumber, roof panels, stainless steel slides, aluminum slide, and PlayWeb® tubular steel parts, except as otherwise specified below by product family type.

**10 Years** on fiberglass signage, RockBlocks® handholds, shade fabric and components, accessible swing seats, steel-core cable, all Fun Centers™ and FirstPlay™ play structures, and pre-cast PolyFiberCrete® or reinforced concrete products. The warranty for pre-cast concrete products does not cover minor chips, hairline cracks or efflorescence.

**5 Years** on all PlaySimple® play structures; DropZone Tower™; LiveWire Zip Line™; AeroGlider™; Border Timbers™; swing seats; steel coil and C springs; specialty wood and polycarbonate panels; flex treads; and site amenities including all benches, tables, litter receptacles and bike racks. All motion/moving play components and parts. All motion/moving play components and parts.

**2 Years** on NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, and any other materials not covered above. (\*An extended 3-year NEOS parts-only warranty is available for purchase. Contact your local authorized Playworld Dealer or Playworld Systems, Inc. for more details.)





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing that such person or organization be added as an additional insured. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that additional insured. A person's or organization's status as an additional insured under this endorsement ends when your operations for the additional insured are completed.
- B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply:
1. "bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement; or
  2. "bodily injury" or "property damage" occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; or
  3. "bodily injury" or "property damage" arising directly or indirectly out of the negligence of the additional insured(s); or
  4. "bodily injury", "property damage", or "personal or advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including, but not limited to:
    - a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, filed orders, change orders or drawings and specifications; and
    - b. Supervisory, inspection, architectural or engineering activities.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract executed prior to date of occurrence	For commercial construction only - no residential work performed by or on behalf of the insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



This amendment (the "Amendment") is made by City of Moore and Playwell Group, Inc./Playworks, parties to the agreement for the Construction Little River Playground (the "Agreement") dated August 15, 2016.

The Agreement is amended as follows:

### **Compliance with the Copeland "Anti-Kickback" Act**

1.) Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

1.) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week.

References: (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

### **Compliance with the Davis-Bacon Act**

1.) The contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

2.) The contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

3.) There may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be

paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

References: (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

### **Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.**

1.) The Contract Work Hours and Safety Standards Act requires that laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any workweek. In the event of violation of this provision, the contractor and any subcontractor shall be liable for the unpaid wages and in addition for liquidated damages, computed with respect to each laborer or mechanic employed in violation of the Act in the amount of \$25 for each calendar day in the workweek on which such individual was required or permitted to work in excess of forty hours without payment of required overtime wages. Any contractor or subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the head of the agency of the United States (or the territory of District of Columbia, as appropriate) for which the contract work was performed or for which financial assistance was provided.

2.) *Findings and recommendations of the Agency Head.* The Agency Head has the authority to review the administrative determination of liquidated damages and to issue a final order affirming the determination. It is not necessary to seek the concurrence of the Administrator but the Administrator shall be advised of the action taken. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, and the amount of the liquidated damages computed for the contract is in excess of \$500, the Agency Head may make recommendations to the Secretary that an appropriate adjustment in liquidated damages be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages shall include findings with respect to any wage underpayments for which the liquidated damages are determined.

3.) The recommendations of the Agency Head for adjustment or relief from liquidated damages under paragraph (a) of this section shall be reviewed by the Administrator or an authorized representative who shall issue an order concurring in the recommendations, partially concurring in the recommendations, or rejecting the recommendations, and the reasons therefor. The order shall



be the final decision of the Department of Labor, unless a petition for review is filed pursuant to part 7 of this title, and the Administrative Review Board in its discretion reviews such decision and order; or, with respect to contracts subject to the Service Contract Act, unless petition for review is filed pursuant to part 8 of this title, and the Administrative Review Board in its discretion reviews such decision and order.

4.) Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours and Safety Standards Act for a contract is \$500 or less and the Agency Head finds that the sum of liquidated damages is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours and Safety Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, an appropriate adjustment may be made in such liquidated damages or the contractor or subcontractor may be relieved of liability for such liquidated damages without submitting recommendations to this effect or a report to the Department of Labor. This delegation of authority is made under section 105 of the Contract Work Hours and Safety Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business.

References: (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5)

### **Patent rights**

1.) The contractor agrees to execute or to have executed and promptly deliver to the City all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the City when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

2.) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The contractor shall instruct such employees through employee agreements or other suitable

educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3.) The contractor will notify the City of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

4.) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the agency). The government has certain rights in the invention."

### **Subcontracts:**

5.) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

6.) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

7.) In the case of subcontracts, at any tier, when the prime award with the City was a contract (but not a grant or cooperative agreement), the City, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the City with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

### **Nonsegregated Facilities Statement**

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the

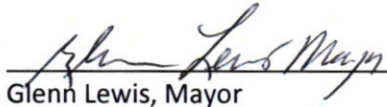


contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.


Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, each party has caused this Amendment to this Contract to be executed on the date indicated below.

**The City of Moore:**

  
\_\_\_\_\_  
Glenn Lewis, Mayor

Date: 3/6/2017

  
\_\_\_\_\_  
Brooks Mitchell, City Clerk  
Linda Stewart

  
\_\_\_\_\_  
Randy Brink, City Attorney

**Playwell Group, Inc./Playworks**

  
\_\_\_\_\_  
Jeff Popenoe, Vice President

Date: 3/26/17

**SAM Search Results**  
**List of records matching your search for :**  
**Record Status: Active**  
**DUNS Number: 608847497**  
**Functional Area: Entity Management, Performance Information**

<b>ENTITY</b>	PLAYWELL GROUP, INC., THE	Status:Active
DUNS: 608847497	+4:	CAGE Code: 061Q5 DoDAAC:
Expiration Date: Jan 11, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 4743 IBERIA AVE # C	City: DALLAS	State/Province: TEXAS
ZIP Code: 75207-5507		Country: UNITED STATES





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Western Assurance Corp. 3701 Paseo Del Norte NE PO Box 94600 Albuquerque NM 87199-4600	<b>CONTACT NAME:</b> Kerry Buehler <b>PHONE (A/C, No. Ext):</b> (505)265-8481 <b>E-MAIL ADDRESS:</b> kbuehler@westernassurance.com		<b>FAX (A/C, No):</b> (505)266-3500
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Playworks, Inc. 4743 Iberia Ave Suite C Dallas TX 75207	<b>INSURER A:</b> Berkley Assurance Company		<b>39462</b>
	<b>INSURER B:</b> Hartford Underwriters Insuranc		<b>30104</b>
	<b>INSURER C:</b> Commerce & Industry Company		<b>19410</b>
	<b>INSURER D:</b> Twin City Fire Insurance		<b>29459</b>
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		VUMB0037803	7/1/2016	7/1/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$ Excluded
	<input type="checkbox"/> Included						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			34UECIQ0767	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			BE012985600	7/1/2016	7/1/2017	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0			Follow Form Coverage				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	34WEBCS1174	8/17/2016	8/17/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP #1516-007 Playground Equipment for Little River Park

**CERTIFICATE HOLDER**

cdbg@cityofmoore.com

City of Moore  
 Purchasing Division  
 301 N. Broadway Suite 142  
 Moore, OK 73160

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kerry Buehler/KERRY

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing that such person or organization be added as an additional insured. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that additional insured. A person's or organization's status as an additional insured under this endorsement ends when your operations for the additional insured are completed.
- B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply:
1. "bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement; or
  2. "bodily injury" or "property damage" occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; or
  3. "bodily injury" or "property damage" arising directly or indirectly out of the negligence of the additional insured(s); or
  4. "bodily injury", "property damage", or "personal or advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including, but not limited to:
    - a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, filed orders, change orders or drawings and specifications; and
    - b. Supervisory, inspection, architectural or engineering activities.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**



## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract executed prior to date of occurrence	For commercial construction only - no residential work performed by or on behalf of the insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".