Town Park RFP 21-2 Playground Equipment & Installation



Kristine Frost

786-750-3332



Playgrounds Fun & Easy!™

8014 Cumming Hwy. Suite 403 #313, Canton GA 30115 (866) 502-5013



Vendor Profile



8014 Cumming Hwy. Suite 403 #313, Canton GA 30115 (866) 502-5013





Dear Town of Redington Beach Selection Committee,

Thank you for the opportunity to introduce Playworx Playsets and submit a proposal on the Town Park Playground project. Enclosed you will find our Detailed Proposal as well as our Technical Submission as requested.

This proposal is submitted on behalf of PlayPower Little Tikes by Playworx Playsets, LLC. Playworx Playsets is the exclusive Little Tikes Representative in Georgia and Florida.

We look forward to your feedback and the chance again to work with you. Throughout this process, I am happy to serve as your direct point of contact. Should you have any questions, feel free to contact me directly. My contact information is:

Kristine Frost Sales Manager Playworx Playsets, LLC 786-750-3332 (cell) kristine@playworx.com

Thank you for this opportunity!

Best regards,

Kristine Frost

Kristine Frost Playworx Playsets, LLC







November 6, 2021

Dear Town of Redington Beach Selection Committee,

Little Tikes Commercial has over 28 years of experience of partnering with communities to provide unique and exciting play experiences for children. As a manufacturer of playground equipment, we utilize authorized representatives around the county to conceptualize and build the play experience at the local level. I, Jeff Prangler, am the Customer Services Manager for PlayPower LT Farmington, Inc. aka Little Tikes Commercial. I am authorized to enter into contractual agreements on the company's behalf. Playworx Playsets LLC. is the Little Tikes authorized representative in Florida. Playworx Playsets LLC. will provide the local support and be responsible for all aspects of the project from preparing the bid documents to finalizing the work on time. Kristine Frost from Playworx Playsets LLC. will be your primary contact and have full authority to act on PlayPower LT Farmington's behalf.

We have partnered with a vast number of municipalities, large projects in your area include a large ongoing partnership with the DeKalb County Georgia School District. Projects in the nation's largest cities continue in the New York Public School system and City of Los Angeles to mention only two. Our experience in managing very large multimillion dollar playground projects to managing projects that only include a single play event ensure that we can offer a solution to fit your community's needs.

Little Tikes Commercial inspires imagination and adventure through outdoor creations designed for safety, durability, and exploration. Little Tikes Commercial's focus is on innovative, developmentally appropriate play structures that encourage kids desire to explore, promoting healthy minds and bodies. Our products are designed for the way children play and come in a variety of systems, age ranges, and themes, including inclusive, accessible, and sensory designed equipment. See what we can do by following the link below. We don't just build playgrounds – we thoughtfully create play EXPERIENCES. Our playgrounds have the highest safety and quality standards available and feature cutting-edge innovation and important developmental play value. We're passionate about creating UNEXPECTED adventures. Most importantly, our play spaces are packed with all the fun you've come to expect from us, backed by the comfort of a trusted name.

REDISCOVER Little Tikes Commercial. We're the leader in commercial playgrounds. You'll find our play equipment in parks, schools, churches, places of worship, daycares and other community spaces around the country. Working with us means working with a dedicated team committed to designing and building an enriching playground that suits your needs.

Our Values

We believe in creating a fun, exciting, safe and inclusive environment for all children. In fact, Little Tikes Commercial was founded on the idea that all children deserve to play in a way that will make their lives better. With a dedication to sustainability and a commitment to promoting child growth and development, our team works tirelessly to bring high-quality play to more kids.

We also firmly believe that buying a new playground should be an easy, stress-free experience. That's why our team works with clients to plan, design and build a playground that meets the wants and needs of the community.





PlayPower LT Farmington, Inc. aka Little Tikes Commercial is a premier manufacturer of playground equipment partnered with many other companies under the PlayPower umbrella. PlayPower is a fully integrated manufacturer of commercial recreational and leisure products with hundreds of employees. We have facilities in Monett, Missouri; Lewisburg, Pennsylvania; Dallas, Texas; Silver Lake, Indiana; Nogales, Mexico; and Sosnowiec, Poland. Our manufacturing facilities in the United States encompass more than 1 million square feet. In addition, we have 65,000 square feet of manufacturing space in Mexico, and 290,000 square feet in Europe. Within these spaces, PlayPower brands deliver full manufacturing capabilities in rotational molding, metal fabrication and finishing, woodworking, soft goods assembly, fiberglass molding, and rope design and engineering.

Please feel free to contact me should there be any additional information I can supply. Thank you for your consideration.

Best Regards,

Jeff Prangler

Customer Service Manager

https://littletikescommercial.com/

https://www.bluegrassrec.com

Detail by Entity Name

Foreign Profit Corporation PLAYPOWER LT FARMINGTON, INC.

Filing Information

 Document Number
 F07000002768

 FEI/EIN Number
 34-1725366

 Date Filed
 05/24/2007

State MO

Status ACTIVE

Principal Address

878 E Hwy 60 Monett, MO 65708

Changed: 05/11/2020

Mailing Address

878 E Hwy 60 Monett, MO 65708

Changed: 05/11/2020

Registered Agent Name & Address

C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title Manager

Walker, Kevin 878 E Hwy 60 Monett, MO 65708

Title Director

Simon, David 878 E Hwy 60 Monett, MO 65708

Title Director

Ramsey, Brian

878 E Hwy 60 Monett, MO 65708

Title Manager

Prangler, Jeffery 878 E Hwy 60 Monett, MO 65708

Title Director / President / CEO

Yeazel, Bryan 878 E Hwy 60 Monett, MO 65708

Title Chief Financial Officer / Executive Vice President / Secretary

Glay, Cary 878 E Hwy 60 Monett, MO 65708

Annual Reports

Report Year	Filed Date
2018	04/04/2018
2019	03/25/2019
2020	05/11/2020

Document Images

05/11/2020 ANNUAL REPORT	View image in PDF format
03/25/2019 ANNUAL REPORT	View image in PDF format
04/04/2018 ANNUAL REPORT	View image in PDF format
<u>04/18/2017 ANNUAL REPORT</u>	View image in PDF format
03/17/2016 ANNUAL REPORT	View image in PDF format
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02/15/2010 ANNUAL REPORT	View image in PDF format
04/29/2009 ANNUAL REPORT	View image in PDF format
01/29/2008 ANNUAL REPORT	View image in PDF format
<u>05/24/2007 Foreign Profit</u>	View image in PDF format

RFP Number: 21-2

ATTACHMENT 2 - VENDOR PROFILE FORM

1. Vendor Name & Address: PlayPower LT Farmington, Inc. 878 E. US Hwy 60 Monett, MO 65708	1d. Licensed to do business in the State of Florida?
1a. FEIN # 34-1725366	1f. Address of office to perform work, if different from Item 1 Same
1b. Year Firm was established19801c. Are you a "Not for Profit" 501(c)(3) organization? Yes No	
If you answered yes, please provide proof. 2. Please list the key personnel that your firm will comperson's resume.	mit to the Town project and attach a copy of each key
3. This Vendor Profile Form is a statement of facts.	
Jeffery Prangler, Customer Services Manager (Typed or Printed Name)	

DOUG HOWARD

Project Manager

164 HICKORY LANE, CANTON, GA 30115

CELL: 678-643-1703

DOUGEHOWARD@GMAIL.COM linkedin.com/in/doug-howard-0200634a/

OBJECTIVE

An experienced project manager seeking a challenging position in a company where I can advance my skills and further my career of completing high-scale projects on time and in strict accordance with requirements.

QUALIFICATIONS

- Excellent verbal and written communication skills
- Experience in managing multiple projects
- Creative problem solving and analytical skills
- Ability to establish and maintain project schedules
- Great time management skills
- Experience in reading architectural and civil drawings and plans
- Ability to quickly understand new technologies
- Committed to the success of each project/position with a professional attitude toward the flexibility required during the lifecycle of any project
- Considerable experience in estimating and devising construction methods for ornamental metals, architectural signage, and related construction tasks including electrical, landscaping, and foundations
- Proficient skills in managing large scale projects on time and within budget
- Experienced in project scheduling

TECHNICAL SKILLS

- Competency with computer programs including Excel, Word, and File Maker Pro
- Solid understanding of the process of designing, fabricating, and installation of ornamental metals, architectural signs, and related trades
- Supervision of packaging, production, and shipping
- Experience with the manufacturing and installation of residential and commercial outdoor play systems, climbing structures and swing sets
- Performance of mechanical and engineering skills

CAREER ACHIEVEMENTS

Management of the timely completion of large-scale interior and exterior architectural signage projects from sales hand-off to installation on multiple projects, including on-site surveys, on-site meetings, client correspondence, the process of submittals, obtaining permits, and overseeing fabrication and installation within the appointed budgets. For example:

- Georgia Dome, Atlanta, GA 1.2M
 Estimated, purchased material, and assisted in the full project management of signage renovation
- Marriott, College park, GA 164K
- City of Marshall Texas, Marshall, TX 80K
- Henrico Doctor's Hospital, Richmond, VA 220K
- The Peace Center, Greenville, SC 500K
- Mackey Arena, Purdue University, West Lafayette, IN 230K

- Wake County Justice Center, Raleigh, NC 650K
- Central DuPage Hospital, Chicago, IL 280K

WORK EXPERIENCE

Playworx Playsets, LLC, Marietta, GA 2017-Present

Project Manager.

Managing Playground projects, Sales, estimating, procuring permits, purchasing, managing installation of playgrounds, surfacing, shipping, and other trades on site.

Option Signs and Environmental Graphics, Alpharetta, GA 2015-2017 *Installation Manager*.

Managing large-scale architectural signage installations throughout the United States. Scheduling and managing the installation of signage including, installers and subcontractors in collaboration with customers specific design and needs.

Benson Integrated Marketing Solutions, Alpharetta, GA 2012-2015

Director of Signage services:

Developed and managed a new signage department that included 20 + direct reports. Responsibilities included talent sourcing and development, oversight of architectural fabrication, machinery maintenance, installation, permitting, contract agreements, education and training development.

Architectural Signage/Creative Kiosk, Inc., Norcross, GA 2010-2012 *Project Manager.*

Managing large-scale architectural signage projects locally and throughout the mid-west and eastern United States. Includes meeting with the client/designer to understand the design intent for producing the submittal drawings; order entering; product into production; scheduling and managing the installation of signs including procuring permits.

EDUCATION

Valdosta State University, Valdosta, GA

Certified Playground Safety Inspector (CPSI)

Personal references available upon request.



National Recreation and Park Association

Let it be known that

DOUG HOWARD

has met the requirements of the standards set forth by the

National Certification Board

and is hereby granted certification as a



CHAIRDERSON

MRPA PRESIDENT AND CEO

March 04, 2020

DATE CERTIFIED

48549-0423

CERTIFICATION NUMBER

April 01, 2023

EXPIRATION DATE



Proposed Solution Descriptions



8014 Cumming Hwy. Suite 403 #313, Canton GA 30115 (866) 502-5013





Product Placement Delivery Schedule

All our products are proudly made and manufactured in the USA at our state-of the-art production facility in Monett, Missouri. Take comfort knowing that all materials on our sites are safe, high-quality, and durably crafted by our expert designers, innovators, engineers, and fabricators.

As you know, the manufacturing industry as suffered immensely over the past year with the ability to obtain steel and plastics. We are experiencing longer lead times for equipment delivery than usual. Current lead times for a new playground is 24 weeks. Upon delivery, installation should take 30 days.

Our timeline includes:

- Date of Purchase: mm/dd/yy
- Delivery of Product: Purchase date + 168 days
- Receipt of Product: Purchase date + 168 days
- Installation of equipment: Purchase date + 188 days
- Surfacing: Purchase date + 198 days

Our goal is to ensure that all deadlines and project completion dates are met accordingly. We understand time is of the essence on this project and will do our best to expedite this schedule in any way we can.





Plan and Approach

- 1. At the onset of the project your playground installer will initially be completing numerous steps to prep your project space. These include:
 - a. Secure the site.
 - b. Identify any underground lines before digging into the ground.
 - c. Remove prior playground equipment and any debris from the area.
 - d. 2-3" of fill will be added to the area to raise the play surface to avoid future flooding.
 - e. Surface area will be graded and leveled.
- 2. Play equipment will be delivered to your facility.
 - a. We will ensure all playground equipment is undamaged and safely stored until installation.
 - b. All necessary tools and equipment will be brought to the site for installation.
- 3. Installation of your play equipment will begin on a day without inclement weather.
 - a. Play structures will be built in a radiating fashion, starting with the core of the structure and building outwards.
 - b. We will add warning labels and manufacturer ID/age-appropriate labels where applicable.
- 4. Once the playground install is complete, installation of the surfacing will begin.
 - a. 4" of crushed rock will be installed as a base.
 - b. Turf will be installed over stone base.
 - c. Installation playground timbers and ADA Ramp.
- 5. Upon project completion, we will do a final walk through to ensure all final questions are addressed and your project vision has been achieved.





Safety Protocols

Playpower Farmington, LLC subcontracts our Playground installs to Al Bosgraff and Sons. Gerald Bosgraaf will be your on-site General Contractor. His certifications include: General Contractor, CPSI and OSHA certified.

Their goal as a company is to create a safe and healthy workplace so they can keep their employee's accident free and retain quality employees. This industry comes with risks, they have developed safety protocols in their workplace in which they enforce on job sites daily. See following pages which includes copies of their Safety Program & Manual.

Staffing & Equipment

Al Bosgraaf & Sons, Inc., Building Contractors has been in business for 44 years has built an outstanding reputation by not only performing high quality work, but also by performing our installations in a professional and timely manner. Currently they have (4) 2-3 man crews. They have the staffing capabilities available when it comes time for your upcoming playground installation. They complete an average of 150 projects a year that include: playground equipment, shade structures, picnic pavilions, repairs, site furnishings, site work, concrete flatwork, concrete curb, sports equipment, and other equipment that goes into parks. They have all the necessary equipment on-hand needed to complete your install including: a telehandler, mini excavator, dump trailers, skid steer, and the trucks and trailers to transport them.

AL BOSGRAAF & SONS, INC., **BUILDING CONTRACTORS**

PARK & PLAYGROUND EQUIPMENT INSTALLATION

Certified Playground Safety Inspector Certificate #161765-0517

BUILDING CONTRACTORS

FL State License #CBC057959

April 24, 2020

RESUME

Al Bosgraaf & Sons, Inc., Building Contractors has been incorporated since July 1976. We started as building contractors doing residential remodels and additions. In 1984 we transitioned to commercial work and completed many projects from fire stations to jetty walkways to public parks. As of 2003, we have transitioned into park and playground installations. We currently have (4) 2-3 man crews and heavy equipment including a telehandler, mini excavator, dump trailers, skid steer and the trucks and trailers to transport them. We currently complete an average of 150 projects a year that include playground equipment, shade structures, picnic pavilions, repairs, site furnishings, site work, concrete flatwork, concrete curb, sports equipment and other equipment that goes into parks.

Al Bosgraaf & Sons, Inc., Building Contractors has built an outstanding reputation by not only performing high quality work, but also by performing our installations in a professional and timely manner. We are certified by several playground equipment, picnic pavilion and shade structure manufacturers. We are well known throughout the state of Florida and considered to be the best installers by many counties, cities, contractors and developers.

Respectfully Submitted,

Gerald Bosgraaf,

President

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P. O. Box 391004, Deltona, FL 32739-1004

Gerald Bosgraaf- (407)402-8495 John Bosgraaf- (407)402-8497 FAX- (386)561-2034

Celebrating 44 Years

Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOSGRAAF, GERALD ANTHONY

AL BOSGRAAF & SONS INC 240 REBEL RUN OSTEEN FL 32764-9335

LICENSE NUMBER: CBC057959

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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ATTACHMENT 3 – EQUIPMENT LIST

Supply manufacturer, model number and year of significant parts or equipment proposed for installation on the project. A copy of the manufacturer's literature may be requested.

Manufacturer	Model Number	Year
See Architectural specs following	this document.	
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SECTION 116813 - PLAYGROUND EQUIPMENT

PART 1 - GENERAL

- 1.1 Description: R0321214270
- 1.2 Quality Assurance:
 - 1.2.1 Equipment and Design Qualifications:
 - 1.2.1.1 All playground equipment shall comply will all the requirements of CPSC, ASTM, ADA and will be IPEMA certified.
 - 1.2.1.2 All safety fall zones shall be determined in accordance with ASTM 1487-07 and CPSC Handbook for Public Playground Safety Publication number 325. All playground equipment designs shall be evaluated and signed off by a NPSI certified playground inspector.
- 1.3 Manufacturer Qualifications:
 - 1.3.1 The manufacturer of the playground equipment must carry a minimum of 10 million dollars of liability insurance with an AM best rating. The manufacturer of the playground equipment must have a minimum of 10 years experience in manufacturing commercial playground equipment.
- 1.4 Applicable Standards
 - 1.4.1 ASTM F1487-07

Standard consumer performance specification for playground equipment for public use.

- 1.4.2 CPSC Handbook for Public Playground Safety, publication number 325.
- 1.4.3 CSA Z614-20
- 1.4.4 EN 1176-98 (if requested)
 European Standard for Playground equipment
- 1.4.5 All manufactured components must be IPEMA certified International Playground Equipment Manufacturers Association.

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PART 2 – PRODUCTS

2.1

Part Number	Description
100001231	TIMBER KID TM 1830MM/ 6' BLK
100001232	TIMBER KID TM 610MM/ 2' BLK
100005100	PB DK/DK PLATE 205MM/8"
100005640	PB TRIANGLE DECK
100010131	ACC.RAMP FOAMED F/KID TIMBER BLK
200054618	PB SAFETY RAIL LONG W/O MT
200064815	SLIDE ELBOW 70 DEG. F/PB
200072938	TOOL BOX F/PLAY BUILDERS (MM)

11/7/2021

200111492 LABEL. IDENTIFICATION STAMPED W/RIVETS 200115331 PANEL ARCH TOP GEAR F/PB 200122443 SLIDE SPIRAL PB 1625/64 (2007) 200200417 SWING FRAME ADD-ON F/INCL SEAT MAXPLAY 200200531 KIT MAINTENANCE PB W/O LIST PRICE 200200767 PB TRANSFER STATION (2006) 200202202 MAXPLAY 8' STANDARD BEAM 200202204 MAXPLAY 8' ADD-ON STANDARD BEAM 200202244 WORM CLIMBER FREESTANDING 200202437 PB VERTICAL POD CLIMBER 56" 200202611 PB POST W/CAP 2285MM (90") 200202618 PB POST W/CAP 3710MM (146") 200202623 PB POST W/CAP 4725MM (186") ASSY BELT SEAT F/8' SWING W/CHAIN 200202835 200202836 ASSY TOT SEAT F/8' SWING W/CHAIN 200202959 PB SLATE WEDGE ROOF (6 SECTION) 200203206 PB BOINGO 200203423 GENERATION SWING SEAT ASSEMBLY TIKES 200203454 PB CULVERT CLIMBER 48" 200203472 PB ACTIVITY PANEL FRAME DKMT 200203477 **ACTIVITY PANEL A-MAZE-ING INSERT** 200203578 ASSY F/PB POST MT.PLAS.STEER.WHL. 200203644 REACH PANEL PB SCRAMBLED SCALES 200203647 PANEL REACH SILLY FACE F/PB 200203650 PANEL REACH SIMON SAYS F/PB 200305596 14' MED CRATE (ASSY DOMESTIC) 200305597 14' LARGE CRATE (ASSY DOMESTIC) 787Z **RISK MANAGEMENT SIGN - ENGLISH** 925602 LABEL P/C (2 TO 12 YRS) PPLT THUMB DRIVE 2GB - PPLT 925960 926020 LITTLE TIKES CARD F/THUMB DRIVE 926461 LABEL, GENERATION SWG. 2YR-12YR, LT HW7704-1 HRDW PKG F/CLAMP ELIMINATION S1/1 **INSTALL** INSTALL BOOK FOR PP ORDERS BOOK

- 2.2 Manufacturer: PlayPower Operations, Monett, Missouri
- 2.3 General Equipment Specifications:
- 2.3.1 Plastic Caps shall fit snugly into 127 mm (5") and 33 mm (1.315") tube ends and shall be injection molded Low Density Polyethylene. This plastic shall be stabilized against ultraviolet (UV) degradation and shall have color molded in. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.
- 2.3.2 Aluminum Caps shall fit snugly into 127 mm (5") tube ends. The Aluminum cap shall be made from SAE 413 aluminum with a minimum wall thickness of 4 mm. Prior to insertion into the post, all caps shall be

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- painted per PPLT PAINT Specification. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.
- 2.3.3 PPLT PAINT Specification: Primer shall be electrostatically applied and cured in an infrared oven. Paint shall be an electrostatically applied polyester TGIC (triglycidyl isocyanurate) powder coating which shall be cured at temperatures between 400 and 500 degrees Fahrenheit. The thickness of the combined primer/paint shall be between 5 mils and 11 mils. The polyester powder shall comply with ASTM standards: D-2794 (Impact Resistance Test), B-117 (Salt Spray Resistance Test), G26 (Weatherability Test), and D3359B (Adhesion Crosshatching Test).
- 2.3.4 PlayPower Operations ROTO Specification: Rotationally Molded Plastic Parts shall be molded from linear low density polyethylene with ultraviolet (UV) light stabilizers, anti-static guard (for Molding purposes) and color molded in. This material shall comply with ASTM-D-790 (Flex Modulus), ASTM -D-638 (Tensile Strength), ASTM-D-648 (Heat Deflection Temperature), ARM-STD (Low Temperature Impact) and rated UL 94.
- 2.3.5 PPLT PVC Specification: Textured Poly-Vinyl-Chloride coating shall be an average of 3 mm (.125") thick. Poly-vinyl-chloride coating shall be oven cured and textured for added traction when wet or dry.
- 2.3.6 Hardware: Bolts, Nuts, Screws, Threaded Spacers, Washers and Other Hardware used in the assembly of components shall be metric stainless steel and tamper resistant. All necessary hardware shall be provided.
- 2.3.7 Deck Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. The clamp attachment bracket shall be formed from 11 gauge sheet steel and shall be welded securely to the clamp half. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.
- 2.3.8 Rail Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a minimum 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to

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- retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.
- 2.3.9 Wing and Panel Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. The clamp wing bracket shall be formed from 7 gauge sheet steel and shall be welded securely to the clamp half. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.
- 2.3.10 All Steel Tube Components shall comply with ASTM standards: A-500, Or A-513. The steel tube components contain five layers including an inside galvanized coating, high tensile strength cold formed steel, hot dipped pure zinc meeting ASTM B-6 applied at 3.5 tenths of an once per square foot, and a proprietary conversion and advanced polymer coatings. The components are freed of excess weld spatter and shall be cleaned in a multiple bath system which shall include a rust-inhibitive iron phosphate wash prior to painting. Exceptions: 127 mm (5") O.D. aluminum posts.
- 2.3.11 Brackets shall be fabricated from punched and formed 4.5 mm pregalvanized sheet steel.
- 2.3.12 Gaskets shall be rubber injection molded from ultraviolet (U.V.) protected synthetic rubber. Rubber gaskets shall provide an aesthetic seal around the wonder fastener and bracket.
- 2.3.13 Footing for 127 mm (5") diameter upright posts shall be 305 mm (12") diameter x 940 mm (37") depth. Galvanized steel posts shall be 127 mm (5") O.D., 11 gauge pre-galvanized round tubing. Minimum tensile strength shall be 330MPa (48,000 psi). Minimum yield point shall be 310MPa (45,000 psi). The bottom portion of all upright posts shall be crimped slightly
- 2.3.14 Component Specifications:
 - 2.3.15.1 360° SPIRAL SLIDE (U.S. Patent #D335,517) WITH HOOD shall be two piece with a seamless bedway, rotationally molded per PPLT ROTO Specification. Slide side rails shall be a minimum of 355 mm (14") high from the slide surface. Center post shall be 89 mm (3.5") pre-galvanized tubing. Spiral slide shall provide a full 360° of rotation. Slide transition decks shall be fabricated from

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punched sheet steel and shall cover a minimum of 0.7 square meters (1,080 square inches) of top surface. This assembly shall be coated per PPLT PVC Specification. Slide enclosures shall be fabricated from 33 mm (1.315") O.D. and 3/4" X 1" FSO pregalvanized steel tubing. Slide enclosures shall have no gaps greater than 76 mm (3") and less than 254 mm (10"), especially between vertical rungs and posts. All steel components shall be painted per PPLT PAINT Specification.

- 2.3.15.2 ACTIVITY PANEL INSERTS shall be fabricated from a combination of routed high density polyethylene, 4.7mm (3/16") screen printed polycarbonate, and 6.35mm (1/4") mirrored polycarbonate. Hardware used shall be stainless steel and tamper resistant.
- 2.3.15.3 Boingo Drum shall be rotationally molded per PPLT ROTO Specification. Support ring shall be constructed from 19mm (3/4") thick high density polyethylene sheet. Support shall be constructed from 33mm (1.315") O.D. pre-galvanized steel tubing welded to 7ga. (4.5mm) thick plates and painted per PPLT PAINT Specification.
- 2.3.15.4 COLORED KICK PLATE AND DECK TO DECK ACTIVITY PLATES shall be fabricated from 13 gauge (2.3 mm) pregalvanized sheet steel for the 8", 12", and 16" models and shall have fun faces laser cut into them. The 24", 28", and 32" models shall be fabricated from 11 gauge (3.0 mm) pre-galvanized sheet steel. After fabrication, deck to deck plates shall be painted per PPLT PAINT Specification. 24", 28" and 32" plates shall have grooves cut into them with optional slider "Parachute/shapes" fabricated from CNC Routed high density polyethylene sheet.
- 2.3.15.5 ELBOW SLIDES side rails shall be a minimum of 229 mm (9") high from the slide surface. Slide and Slide Enclosure shall be rotationally molded per PPLT ROTO Specification. Slide end support shall be fabricated from 38 mm (1.5") square tubing. All steel tubing shall be painted per PPLT PAINT Specification.
- 2.3.15.6 GEAR PANEL shall be rotationally molded per PPLT ROTO Specification. Two Polycarbonate material (Lexan) sheets contain a set of gears and a crank that shall be rotationally molded per PPLT ROTO Specification. Gears shall be fabricated from high density polyethylene sheet.
- 2.3.15.7 GENERATION SWING SEATs shall be rotationally molded from linear low density polyethylene with molded in graphics per PPLT ROTO Specification. Swing chains shall be 4/0 straight link galvanized steel coated per PPLT PVC Specification.

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- 2.3.15.8 Identification label shall be fabricated from alluminum sheet .016" (4 mm) thick and attached with aluminum pop rivets.
- 2.3.15.9 KID TIMBERSâ,¢ ADA RAMP FOAMED (black) shall be rotationally molded from 100 percent pre-consumer recycled polyethylene with ultraviolet (UV) light stabilizers and color molded in. It shall have an inner cavity of expanded rigid polyurethane foam. Steel run-out is fabricated from 11 gauge hot-rolled sheet steel, and shall be coated per PPLT PVC Specification.
- 2.3.15.10 KID TIMBERSâ, ¢ LOOSE FILL BORDER PANELS (black) shall be rotationally molded from 100 percent pre-consumer recycled polyethylene with ultraviolet (UV) light stabilizers and color molded in. Borders shall have three through holes for anchor stakes drilled through the part. The holes for the anchor stakes shall have a recess 16 mm (.614") deep to allow for the head of the stake to be below the top surface. Overall size of the loose fill border panel shall be 127 mm (5") wide x 1956 mm (77.0") long x 304 mm (12") high and 127 mm (5") wide x 737 mm (29.0") long x 304 mm (12") high. Borders shall have a 13 mm (.5") radius on all outer edges and shall assemble in 1.8 m (6') and 610 mm (2') increments. Anchor stakes shall be 19 mm (.75") in diameter x 762 mm (30") long and shall have a ring shank to aid in keeping the stake from backing out. Anchor stakes shall have a rounded head and a semicore point and shall be hot dip galvanized after fabrication. Borders shall be black in color and may have a certain amount of color variation due to the blending of the pre-consumer recycled resin.
- 2.3.15.11 MAX PLAYâ,¢ SWING beam shall be fabricated from 60 mm (2.375") O.D. 5 gauge pre-galvanized steel tube. Uprights shall be fabricated from 127 mm (5") O.D. 11 gauge pre-galvanized steel tube. The beam and uprights shall be painted per PPLT PAINT Specification. Anti Wrap-over swing bearings (U.S. Patent 6,123,480) shall be fabricated from 415D sand cast Aluminum Bronze with injection molded nylatron plastic sleeve.
- 2.3.15.12 PB ACTIVITY PANEL FRAME shall be fabricated from routed 19 mm (3/4") high density polyethylene. Mounting tabs shall be fabricated from pre-galvanized 4.5 mm (.18") 7 gauge sheet steel. Hardware used shall be stainless steel and tamper resistant. All steel shall be painted per PPLT PAINT Specification.
- 2.3.15.13 PB ACTIVITY PANEL shall be fabricated from routed 19mm (3/4") high density polyethylene. Deck plates shall be pregalvanized 3.0mm (.12") 11-gauge sheet steel. Various activities may include cast aluminum bells, fiberglass embedded graphics, sealed bearings, zinc plate steel shafts, and 3.0mm (.12") mirrored

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- polycarbonate. Steel shall be painted per PPLT PAINT specification or dipped per PPLT PVC specification. Hardware used shall be stainless steel and tamper resistant.
- 2.3.15.14 PB CULVERT CLIMBER pods shall be made from pre-galvanized 305 mm (12") 16ga corrugated metal pipe and shall be welded to plates made from 7 ga and 11 ga pre-galvanized sheet steel. The top of the pods shall be covered with CNC routed HPDE. Handrails (when necessary) shall be fabricated from 42.2 mm (1.7") O.D. pre-galvanized tubing. Enclosures shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 ga) pre-galvanized sheet steel. All steel components shall be painted per PPLT PAINT specification.
- 2.3.15.15 PB SLATE WEDGE ROOF sections shall be rotationally molded per PPLT ROTO Specification.
- 2.3.15.16 SAFETY RAIL shall be fabricated from 33 mm (1.315") O.D. and 3/4" X 1" FSO pre-galvanized tubing with 3 mm (11 gauge) pre-galvanized sheet steel. The Safety Rails provide a non-climbable enclosure and shall have no gaps greater than 76 mm (3") and less than 254 mm (10"), especially between vertical rungs and posts. Deck mounted safety rails shall have a bottom plate fabricated from 3 mm (11 gauge) pre-galvanized sheet steel. The vertical rungs of safety rails shall be flattened prior to welding to the horizontal top and bottom bar or plate, and shall be welded continuously around the entire perimeter. After fabrication, all steel components shall be painted per PPLT PAINT Specification.
- 2.3.15.17 Standard Belt Swing Seats shall be heavy duty construction, fabricated from 70 durometer EPDM rubber with a tempered steel insert molded inside, rendering them slash proof.
- 2.3.15.18 STEEL POST shall be 89 mm (3.5") O.D., 11 gauge pregalvanized round tubing. M Minimum tensile strength shall be 380MPa (55,000 psi). Minimum yield point shall be 345MPa (50,000 psi). Plastic caps shall be positioned in the top of each post. Posts shall be painted per PPLT PAINT Specification.
- 2.3.15.19 Tot Swing Seats shall be heavy duty construction, fabricated from black EPDM rubber with a tempered steel insert molded inside, rendering them slash proof. Tot seat shall be fully enclosed to prevent slipping out and provide lower back support. Two sizes of leg cutouts make this seat versatile enough to accommodate larger children with special needs also.
- 2.3.15.20 VERTICAL POD CLIMBERS shall be fabricated from 42.2 mm (1.66") x 11 gauge pre-galvanized steel tubing. Plates shall be

11/7/2021 Page **7** of **8**

fabricated from 3 mm (.12") sheet steel. Pods shall be fabricated from E.P.D.M. 50 duro rubber with a steel insert molded inside. Enclosures shall be fabricated from 33 mm (1.315") O.D. pregalvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all steel parts shall be painted per PPLT PAINT Specification.

- 2.3.15.21 VINYL CLAD TRIANGLE DECK shall cover a minimum of .45 square meters (680 square inches) of top surface area. Metal decks shall be fabricated from punched and formed 11 gauge hot rolled sheet steel. This assembly shall be coated per PPLT PVC Specification.
- 2.3.15.22 WORM CLIMBERS shall be fabricated from 60.3 mm (2.37") and 33.4 mm (1.315") O.D. pre-galvanized steel tubing. The climber shall consist of three weldments that are assembled in the field. After fabrication all parts shall be painted per PPLT PAINT Specification.

PART 3 – EXECUTION NOT USED

11/7/2021 Page 8 of 8



Insurance & Bid Bond



8014 Cumming Hwy. Suite 403 #313, Canton GA 30115 (866) 502-5013

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/1/2021

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 have ADDITIONAL INSURED provisions or 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 comer rights to the certificate notice in fied of such	endoi semen	it(3).		
PRODUCER	CONTACT NAME:			
Aon Risk Services Central, Inc. st. Louis MO Office	PHONE (A/C. No. Ext):	FAX (A/C. No.): (800) 363-010		05
4220 Duncan Avenue Suite 401	E-MAIL ADDRESS:			
St Louis MO 63110 USA		INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED	INSURER A:	James River Insurance	Company	12203
Playpower Holdings, Inc.	INSURER B: Great American E & S Insurance Company			37532
11515 Vanstory Drive Suite 100	INSURER C:	Pennsylvania Manufactu	rers' Assoc Ins Co	12262
HUNTERSVILLE NC 28078 - 6417 USA	INSURER D:			
	INSURER E:			
	INSURER F:			
DEMOIN MINDED.				

CERTIFICATE NUMBER: 570085255699 COVERAGES 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.

Limits shown are as requested. Limits shown are as requested

NSR LTR	TYPE OF INSURANCE	ADDL SUE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	HVOD WY	000959651	10/01/2021		EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR		SIR applies per policy te	ms & condi	tions	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			1		GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- X LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:					SIR	\$500,000
;	AUTOMOBILE LIABILITY		152000 0652321	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	x ANYAUTO			1		BODILY INJURY (Per person)	
	X ANY AUTO SCHEDULED					BODILY INJURY (Per accident)	
	AUTOS ONLY AUTOS NON-OWNED					PROPERTY DAMAGE (Per accident)	
	X \$1,000 Ded. Comp X \$1,000 Ded. Collision					() Of doubled it	
A	UMBRELLA LIAB X OCCUR	_	000860432	10/01/2020	10/01/2021	EACH OCCURRENCE	\$5,000,000
			Excess Liability		10 (04 (0034	AGGREGATE	\$5,000,000
В	A EXCECCENT		XS266587201	10/01/2020	10/01/2021		
С	DED RETENTION WORKERS COMPENSATION AND	-	Excess Liab \$5M x \$5M 2020750652321	10/01/2020	10/01/2021	X PER STATUTE OTH-	
•	EMPLOYERS' LIABILITY Y/N					E.L. EACH ACCIDENT	\$1,000,000
	OFFICEIGNIENDER EXCEODED:	N/A				E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	(Mandatory In NH)						\$1,000,000
_	If yes, describe under DESCRIPTION OF OPERATIONS below			-		E.L. DISEASE-POLICY LIMIT	\$1,000,000
ESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (ACORI	0 101, Additional Remarks Schedule, may be	attached if more	space is require	d)	

RE: Bidding Purposes.

CERTI	FICAT	E HOI	DER

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.

Playpower LT Farmington Inc. Attn: Jeff Prangler 878 E. US Hwy. 60 Monett MO 65708 USA

AUTHORIZED REPRESENTATIVE

Aon Rish Services Central Inc

AGENCY CUSTOMER ID: 570000052633

LOC#:



ADDITIONAL REMARKS SCHEDULE

Page of

ADDITION	~		
AGENCY		NAMED INSURED	
Aon Risk Services Central, Inc.		Playpower Holdings, Inc.	
POLICY NUMBER See Certificate Number: 570085255699			
CARRIER	NAIC CODE		
See Certificate Number: 570085255699		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insured Schedule

PlayPower Inc. (First named insured)

Additional Named Insureds

Play Holdings Inc.
PlayPower Holdings, Inc.
PlayPower Finance, Inc.
Miracle Recreation Equipment Company
E-Z Dock, Inc.
Kid Play, Inc.
Soft Play, L.L.C.
Sprectra Turf, Inc.
PlayPower LT Farmington, Inc.
PlayPower LT Farmington, Inc.
PlayWorld Systems, Inc.
PlayWorld Systems, Inc.
PlayWorld Preferred, Inc.
Playtime LLC
No Fault LLC



Bid Bond

CONTRACTOR:

(Name, legal status and address) PLAYPOWER LT FARMINGTON, INC.(F/K/A LITTLE TIKES COMMERCIAL PLAY SYSTEMS) C/O PLAYWORX 878 E. US Hwy 60 Monett, MO 65708

OWNER:

(Name, legal status and address) TOWN OF REDINGTON BEACH

105 164th Ave., Redington Beach, FL 33708

BOND AMOUNT: Five Percent of Amount bid

(5% of Amount Bid)

SURETY:

(Name, legal status and principal place of business)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA One Tower Square Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

RFP 2021-2 - Furnish and Install Playground Equipment at Town Park in Redington

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefront and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so ... furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bonds

2nd

Signed and sealed this

day of November, 2021 PLAYPOWER LT FARMINGTON, INC. (F/K/A LITTLE TA COMMERCIAL STEMS) C/O PLAYWORX

(Title) A ZOMEN SERVICES MANGGER TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety)

Jennifer Williams, Attorney in Fact

(Seal)



Travelers Casualty and Surety Company of America **Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jennifer Williams ST LOUIS , Missouri , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

day of November







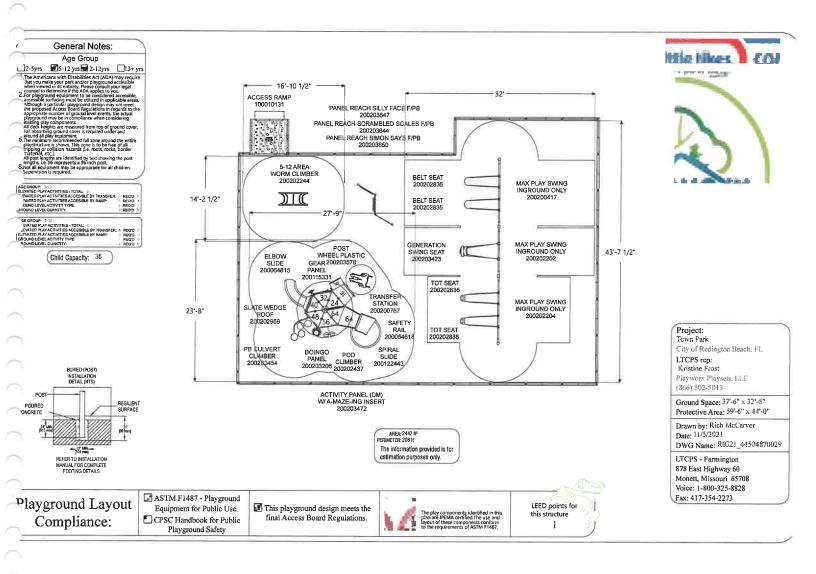


Design & Quote



Playgrounds Fun & Easy!™

8014 Cumming Hwy. Suite 403 #313, Canton GA 30115 (866) 502-5013







Playworx Playsets, LLC 2550 Sandy Plains Rd Suite 225 #348 Marietta, GA Kristine Frost kristine@playworx.com

Town Park City of Redington Beach , FL

11/05/2021







Playgrounds Fun & Eagy!

Playworx Playsets, LLC 2550 Sandy Plains Rd Suite 225 #348 Marietta, GA Kristine Frost kristine@playworx.com

Town Park City of Redington Beach , FL

11/05/2021







Playgrounds Fun & Ease!

Playworx Playsets, LLC 2550 Sandy Plains Rd Suite 225 #348 Marietta, GA Kristine Frost kristine@playworx.com

Town Park City of Redington Beach , FL

11/05/2021





PlayPower LT Farmington, Inc. 878 E. US Hwy 60 Monett, MO 65708 1-800-325-8828

QUOTE: R0321214270

Project: R0321_44504870029_01

Bill To:

Melissa Clarke
Town of Redington Beach Florida
105 164th Ave
Redington Beach , FL 33708
727-391-3875 (phone)
townclerk@townofredingtonbeach.com

Project Name & Location:

Prepared by:

Playworx Playsets, LLC

8014 Cumming Hwy Ste 403 #313 Canton, GA 30115 786-750-3332 (phone) kristine@playworx.com

Ship To Address:

Melissa Clarke Town of Redington Beach Florida 16431 Gulf Blvd Redington Beach , FL 33708 727-391-3875 (phone) townclerk@townofredingtonbeach.com End User:

Melissa Clarke Town of Redington Beach Florida 16431 Gulf Blvd Redington Beach , FL 33708 727-391-3875 (phone) townclerk@townofredingtonbeach.com

Quote Number: R0321214270 Quote Date: 11/7/2021

Valid For: 30 Days From Quote Date

Timbers & Swings

Product line: PlayBuilders

Age group: 2-12

Global defaults

Belt Swing Seat Color Black Inclusive Seat Clr **RED BLACK** MaxPlay TM Swing Clr Gray PB Vinyl Clr **RED** Play Builder Accent Color **BLACK** Play Builder Post Color Black **Tot Swing Seat Color** US Swing Label Us/Csa Labels For Swings

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100001231	TIMBER KID TM 1830MM/ 6' BLK	32	29.00	2.52	91.00	2,912.00
100001232	TIMBER KID TM 610MM/ 2' BLK	5	12.00	0.68	89.00	445.00
100010131	ACC.RAMP FOAMED F/KID TIMBER BLK	1	180.00	40.00	1,555.00	1,555.00
200072938	TOOL BOX F/PLAY BUILDERS (MM)	1	5.00	0.36	0.00	0.00
200200417	SWING FRAME ADD-ON F/INCL SEAT MAXPLAY	1	140.00	9.23	1,041.00	1,041.00
200200531	KIT MAINTENANCE PB W/O LIST PRICE	1	0.00	0.00	0.00	0.00
200202202	MAXPLAY 8' STANDARD BEAM	1	220.00	11.50	1,462.00	1,462.00
200202204	MAXPLAY 8' ADD-ON STANDARD BEAM	1	140.00	9.30	1,313.00	1,313.00
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	2	18.00	0.50	141.00	282.00

11/7/2021 Page 1 of 5

200202836 ASSY TOT SEAT F/8' SWING W/CHAIN 2 21.00 1.00 245.00 490.00 200203423 GENERATION SWING SEAT ASSEMBLY TIKES 1 27.00 9.00 1,061.76 1,061.76

5-12 Area

Product line: Traditional Play

Age group: 5-12

Global defaults

Worm Freestanding Color
Worm Freestanding Ground Cover
Buried

Components

Part NumberDescriptionQtyWeightVolumeUnit PriceTotal200202244WORM CLIMBER FREESTANDING1150.0050.001,550.001,550.00

2-12 Structure

Product line: PlayBuilders

Age group: 2-12

Global defaults

BLUE-YELLOW-BLUE Laminated Panel Buried **PB Ground Cover YELLOW** PB Panel/Crawl Tunnel Color **YELLOW** PB Roof/Table Color **BLUE** PB Slide Color PB Vinyl Clr Gray **RED** Plastic Steering Wheel **RED** Play Builder Accent Color **BLACK** Play Builder Post Color

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
100005100	PB DK/DK PLATE 205MM/8"	6	10.00	0.03	120.00	720.00
100005640	PB TRIANGLE DECK	6	30.00	4.01	572.00	3,432.00
200054618	PB SAFETY RAIL LONG W/O MT	1	40.00	1.96	421.00	421.00
200064815	SLIDE ELBOW 70 DEG. F/PB	1	97.00	37.85	1,446.00	1,446.00
200115331	PANEL ARCH TOP GEAR F/PB	1	32.00	3.09	1,673.00	1,673.00
200122443	SLIDE SPIRAL PB 1625/64 (2007)	1	378.00	187.69	5,618.00	5,618.00
200200767	PB TRANSFER STATION (2006)	1	175.00	15.00	1,833.00	1,833.00
200202437	PB VERTICAL POD CLIMBER 56"	1	110.00	29.00	1,941.00	1,941.00
200202611	PB POST W/CAP 2285MM (90")	4	33.00	1.50	162.00	648.00
200202618	PB POST W/CAP 3710MM (146")	1	53.00	2.40	247.00	247.00
200202623	PB POST W/CAP 4725MM (186")	6	68.00	3.00	308.00	1,848.00
200202959	PB SLATE WEDGE ROOF (6 SECTION)	1	270.00	90.00	3,759.00	3,759.00
200203206	PB BOINGO	1	15.00	2.00	344.00	344.00
200203454	PB CULVERT CLIMBER 48"	1	320.00	0.00	2,858.00	2,858.00
200203472	PB ACTIVITY PANEL FRAME DKMT	1	40.00	0.70	414.40	414.40
200203477	ACTIVITY PANEL A-MAZE-ING INSERT	1	13.00	1.20	838.88	838.88
200203578	ASSY F/PB POST MT.PLAS.STEER.WHL.	1	3.00	1.30	276.00	276.00
200203644	REACH PANEL PB SCRAMBLED SCALES	1	40.00	3.50	2,685.00	2,685.00
200203647	PANEL REACH SILLY FACE F/PB	1	40.00	5.00	1,179.00	1,179.00
200203650	PANEL REACH SIMON SAYS F/PB	1	45.00	3.00	1,067.00	1,067.00
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	1	1.00	0.00	125.00	125.00

11/7/2021 Page 2 of 5

RiskSign_Included

Product line: Park Service

Age group:

Global defaults

RISK MGNT SIGN CLR

Components

Part Number	Description	Qty	Weight	Volume 10.00	Unit Price	T otal
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00		0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	1	0.00	0.00	0.00	0.00
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	1	0.00	0.00	0.00	0.00
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	2	0.00	0.00	0.00	0.00
200305596	14' MED CRATE (ASSY DOMESTIC)	2	277.00	0.00	0.00	0.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	2	385.00	0.00	0.00	0.00
925602	LABEL P/C (2 TO 12 YRS) PPLT	2	1.00	0.00	6.26	12.53
925960	THUMB DRIVE 2GB - PPLT	1	0.00	0.00	0.00	0.00
926020	LITTLE TIKES CARD F/THUMB DRIVE	1	0.00	0.00	0.00	0.00
926461	LABEL, GENERATION SWG, 2YR-12YR, LT	1	0.00	0.00	3.69	3.69
INSTALL	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00	0.00
BOOK						

Parts By Other

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
Demo	Remove current playground	1	0.00	0.00	2,000.00	2,000.00
Dumpster Rental	Dumpster Rental	2	0.00	0.00	800.00	1,600.00
Enginereed Drawings	Enginereed Drawings Playground	1	0.00	0.00	850.00	850.00
Fabric	Fabric Under Stone Base	1	0.00	0.00	1,850.00	1,850.00
Grass Turf	Grass Turf	2691	0.00	0.00	15.00	40,365.00
Permit Fees	Permit Fees	1	0.00	0.00	2,500.00	2,500.00
Site Work/Excava	Import of fill and grade area	2520	0.00	0.00	2.20	5,544.00
tion Stone Base	Stone Base	2520	0.00	0.00	3.00	7,560.00

Totals:

Equipment Weight: 5,706.00 lbs
Equipment Volume: 658.36 ft³
Equipment List: \$45,501.26
Discount Amount: -\$11,375.31
Products Subtotal: \$34,125.95
Products by Other: \$62,269.00

Installation: \$15,820.44

Estimated Sales Tax*: \$0.00

Freight: \$3,452.94 Code: Truck

Grand Total: \$115,668.33

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Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc. Attention: Sales Administration 878 E US Hwy 60 Monett, Missouri, USA 65708 1-800-325-8828 Make Checks Payable To:
PlayPower LT Farmington, Inc.
Remit Checks To:
PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received † Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities. If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 10.94% recycled content This playground qualifies for 1 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

THE FOREGOING QUOTE AND OF FARMINGTON INC.	FER ARE HEREBY APPROVED AND ACCEPTED	D BY PLAYPOWER LT
Ву:	Date:	

ADDITIONAL TERMS & CONDITIONS OF SALE

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1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically

transmitted signatures by signing an original document.



Required Forms



8014 Cumming Hwy. Suite 403 #313, Canton GA 30115 (866) 502-5013

RFP TITLE: Town Park Refurbishment Project

NOTES:

 \Box

- When purchasing on a direct basis, the Town is exempt from all sales taxes. A Tax Exemption Certificate
 will be furnished upon request for such purchases. However, the vendor will be responsible for
 payment of taxes on all materials purchased by the vendor for incorporation into the project.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation
 will not be considered.
- Unit prices will govern for all services priced on that basis as requested under this solicitation.
- All pricing will be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted will remain valid for a ninety (90) day period. By signing and submitting a
 response to this solicitation, the vendor has specifically agreed to this condition.
- If the vendor has questions regarding the applicability of Chapter 119, Florida Statutes, to the vendor's duty to provide public records relating to the contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.

ACKNOWLEDGEMENT OF ADDENDA

Part I:

The vendor must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated:
Addendum #2, Dated:
Addendum #3, Dated:
Addendum #4, Dated:

Part II:

No Addendum was received in connection with this RFP.

RFP Number: 21-2

PRICING SECTION

Proposers shall set forth their pricing in the format below:

Unit Price (per square foot and total) **Artificial Turf (installed)**

Unit Price Demolition and Disposal Activities

Unit Price installed Play Equipment Item 1 Unit Price installed Play Equipment Item 2 Unit Price installed Play Equipment Item 3

[add additional play equipment items according to proposal] Site preparation work

Price per hour and number of hours Certified Playground installation services

Flat Price Professional Services (architect fees)

Total Project Price: \$____115,668.33

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

services, and is in all respects fair and without collusion or fraud.

By Signing this Proposal, the Vendor Attests and Certifies that: It satisfies all legal requirements (as an entity) to do business with the Town. The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the Town that the vendor has the capacity and capability to successfully perform the contract. The vendor hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contracts or other transactions required by award of this solicitation. Purchasing Agreements with Other Government Agencies This section is optional and will not affect contract award. If the Town awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize the contract will be responsible for its own purchases and will Yes No (Check one) be liable only for materials or services ordered and received by it. **Certification Regarding Felony Conviction** Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one) **Conflict of Interest Disclosure Certification** Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior

understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same

RFP Number: 21-2

RFP Number: 21-2

SECTION 4 - PRICING/ CERTIFICATIONS/ SIGNATURES

Certification Regarding Background Checks							
Under any Town contract that involves vendor or subcontractor personnel working in proximity to minors, the vendor							
hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual,							
Certified Background Check, completed by the vendor at no additional cost to the Town. The Town retains the right to request and review any associated records with or without cause, and to require replacement of any vendor employee							
found in violation of this requirement. Vendor shall indemnify the Town in full for any adverse act of any such							
personnel in this regard. Additional requirements may apply in this regard as included within any specific							
contract award. X Yes No							
04-013-7432							
DUNS Number (Insert only if this action involves a federal funded project):							
General Vendor Information and Proposal Signature:							
Firm Name: PlayPower LT Farmington, Inc.							
Street Address: 868 E. US Hwy 60							
Mailing Address (if different):							
Telephone No.: 800-325-8828 Fax No.: 417-354-2273 E-mail: jeff.prangler@playpower.com							
FEIN No. 34 1725366							
Signature: Date: 11/9/2021							
Print Name: Jeffery Prangler Title: Customer Services Manager							
Award of Contract by the Town: (Official Use Only)							
By signature below the Town confirms award to the above-identified vendor under the above identified solicitation.							
A separate basic form of contract incorporating this RFP's terms will be provided by the Town for vendor execution.							
Vendor awarded as:							
Sole vendor Pre-qualified pool vendor based on price							
Pre-qualified pool vendor (spot bid) Primary vendor for items:							
Secondary vendor for items: Other status:							
Signature of authorized Town official: Date:							
Printed name: Title:							



WARRANTY

Little Tikes Commercial Brand warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by PPLT Farmington, Inc. (PlayPower Little Tikes Commercial) carry only the following warranties:

- LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Aluminum deck posts, steel deck posts, stainless steel hardware, cast aluminum parts, and KidBuilder® steel clamps.
- LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldments, rotationally molded
 and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
- 3. **LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames, Naturtek™ products, Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- 4. LIMITED EIGHT (8) YEAR WARRANTY:
 - · Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
 - LandSoft Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
 - Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
- 5. LIMITED FIVE (5) YEAR WARRANTY:
 - Clever Climbers™ products, including, but not limited to polyethylene slides, enclosures, main structure, decks, and plastic components.
 - PVC coating and PE coating against cracking or peeling.
 - · Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
 - GFRP (Glass Fiber Reinforced Polymer) Products.
 - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as
 fraying or facing of cable coating).
- 6. LIMITED THREE (3) YEAR WARRANTY: KidTiles®, Playground Sculptures, products flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
- 7. LIMITED ONE (1) YEAR WARRANTY:
 - Learning Lab Sensory Tables and Tot Tree plastic components.
 - · Belt Swing Seats, and Bucket Tot Swing Seats.
 - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as
 swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels,
 and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyer shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Little Tikes Commercial's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Little Tikes Commercial's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferrable.

Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions.

Warranties specifically do not cover Little Tikes Commercial products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Little Tikes Commercial parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental
 factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail,
 flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Little Tikes Commercial does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFICT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.





Commercial Playground Limited Warranty for Playsafe 50 Turf

The following is the Commercial Playground Limited Warranty issued by Shaw-Southwest Greens for the Playsafe 50 Turf made with poly-ethylene sports performance fibers, and coated with a polyurethane unitary backing system.

This Commercial Playground warranty begins when the turf is purchased. **The turf must be installed in accordance with Shaw Industries installation guidelines and specifications**. The turf must be maintained in accordance with Shaw Industries maintenance (turf care) recommendations and such maintenance continues throughout the duration of the original installation.

This Warranty is further limited to the period of time the turf is owned and maintained by the original enduse purchaser. The basis of any warranty related claim is the original authorized Shaw dealer invoice. Damage resulting from the failure to follow these instructions will not be covered under this warranty.

Installation guidelines and specifications along with turf care recommendations can be obtained from your Southwest Greens Representative or from The Shaw Information Center at 1-800-441-7429.

Ten year limited warranty coverage:

Fiber – Fiber Degradation - Shaw warrants that the **Playsafe 50 Turf**, when installed and maintained as recommended by Shaw Industries for proper outdoor use, will not display ultraviolet (UV) degradation, resulting in fiber deterioration or loss.

(Failure is defined as the loss of 25 % of the tufted products based on the original weight of the products at the time of manufacturing per test method ASTM D 5848).

Actual degradation will cause a deterioration of the yarn and loss of pile as a result. Failure does not include a decrease in pile height of the face yarn from the original pile height as a result of surface compression due to normal wear.

Five year limited warranty coverage:

Backing - Tuft Bind - Shaw warrants that the **Playsafe 50 Turf**, when installed and maintained as recommended by Shaw Industries, under normal use, will meet industry standards for tuft bind.

Backing - Integrity/Delamination - Shaw warrants that the **Playsafe 50 Turf**, when installed and maintained as recommended by Shaw Industries, under normal use, will not delaminate from the face of the turf.

Note: The construction, fiber and backing system used in these products are designed and engineered for use when installed in playground and general play area applications.

What you should do if any of the above problems occur and you need warranty service: You (the original purchaser) should notify the authorized Shaw Dealer and/or Southwest Greens representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

Shaw Industries will designate a representative to inspect the Turf and evaluate the warranty claim.





What Shaw Industries will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected turf or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, and the like, that were installed over the turf will be at the consumer's expense.

What conditions apply to Shaw Industries Commercial limited Warranty of Playsafe 50 Turf:

This commercial playground warranty specifically excludes:

- a) Turf not installed in accordance with Shaw installation guidelines.
- b) General soiling, discoloration and appearance change due to flattening of pile or pattern due to pile distortion.
- c) Staining or fading from exposure to substances or contaminates which degrade or destroy the face fiber or the color of the turf.
- d) Turf installed on stairs/landings or in areas subject to abnormal use.
- e) Turf exposed to abusive wear from abrasion or from pivot points when using inappropriate foot wears i.e. ski boots, metal cleats, hard plastic cleats, metal golf spikes, or sports equipment.
- f) Turf installed in inappropriate applications. i.e. under playground such as swings, slide landing areas or other high friction play equipment, unless rubber mats are placed over the Playsafe 50 Turf and under all swings, slide exits and around all "merry go round" type structures and other high friction play equipment.
- a) Turf installed where standing water, floods and/or flooding conditions exist.
- h) Turf installed on contact sports fields I.E. football, soccer, lacrosse, etc., unless these fields are designed for general purpose recreational play. Example: There is a big difference between a general recreation play area where elementary school kids play soccer during recess and a regulation soccer field that hosts high school, college and professional team competitions.
- i) Burns, cuts, accidents, vandalism, abuse, negligence or neglect.
- j) Improper design or failure of the base or sub-base of the landscape.
- k) Wear or abrasion caused by inadequate base or sub-base.
- I) Wear or movement of product due to lack of infill on infilled products.
- m) Use of improper infill products.
- n) Use of improper cleaning agents, pesticides, herbicides, or chemicals, and maintenance methods not recommended by Shaw.
- o) Failure to properly maintain, protect or repair the turf.
- p) Damage caused by reflection (melting) or other flammable materials.
- q) As with any manufactured flooring product, there can be occasional slight differences in color between "dye lots". Shaw cannot be responsible for any color shading differences between different rolls of turf.

Please note - The warranty is not transferable. It extends only to the original purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

1-24-2016 ga

