

BID DOCUMENTS

FOR:

Roessler Memorial Park

Playground Equipment with Installation and Supply of Safety Surface

Village of Gifford

PO Box 37

Gifford, IL 61847

PH: 217-568-7276

FX: 217-568-7146

Date of Bid Document: August 30th, 2013

Bid Due Date: September 12th, 2013

Bid Opening: September 12th, 2013 – 4pm

**PLAYGROUND EQUIPMENT
BID DOCUMENT
TABLE OF CONTENTS**

Bid Notice - Page 3

Invitation to Bid - Page 4

Instructions to Bidders - Pages 5-11

General Conditions Pages - 12-17

Bidder's Proposal/Quotation/Certifications - Pages 18-19

Bid Form - Page 20

Attachment A – Vendor Compliance and Certification/Substance Abuse
Prevention Program Certification - Pages 21-24

Attachment B – Contract for Sale of Goods (Provided for informational purposes.
The successful vendor shall be required to enter into this Contract in substantial
form) – Pages 25-36

Specifications – Pages 37-61

Playground Safety Surface – Sections 1 – Page 37

Playground Safety Surface – Section 2 – Page 38-39

Play Equipment – Sections 3 - Pages 40-41

Play Equipment – Section 4 – Pages 42-47

Play Equipment – Section 5 – Pages 48-57

Play Equipment – Section 6 – Pages 58-60

Play Equipment Drawing – Section 7 - Page 61

BID NOTICE

Notice is hereby given to all Bidders that the **Village of Gifford** will be accepting sealed bids for the purchase of **Playground Equipment with Installation and Supply of Safety Surface** for playground at Roessler Memorial Park. Bids are due by mail on Thursday, September 12th, 2013 and will be opened and read aloud at **4pm (CST) that afternoon**, in the Board Room of the Village Building, 104 East Center Street, Gifford, Illinois.

This project is being financed in part, with funds from the Illinois Department of Natural Resources, "Open Space Lands Acquisition & Development" (OSLAD) grant program. The Village of Gifford encourages minority business firms to submit bids.

Specifications may be accessed through the website at www.villageofgifford.com. General questions may be directed to Brian Baxter, Village Trustee, at (217) 552-2482. In order to receive Addenda and any other communications regarding this Project, all Bidders must acknowledge receipt of the bid package by sending electronic confirmation to the following: bbaxtr1@gmail.com. The Village has no duty to send or otherwise notify a Bidder of any Addendum or other communications regarding this Project who has not complied with this requirement.

The scope of the project includes the purchase, delivery and installation of play equipment and the purchase and delivery of safety surface for Roessler Memorial Park. The Village of Gifford will be responsible for site preparation/grading, concrete access sidewalk, purchasing and installation of landscape timbers and the application of the safety surface. The Village would like to see the installation of the playground equipment to be completed no later than November 1st, 2013. Prospective Bidders may bid on Item 1 or Item 2 or both, as outlined in the Bid Documents and Bidder's Quotation Form.

The Trustees of the Village of Gifford reserves the right to reject any bid, or portion thereof, or to waive minor deviations from the Bid Documents if, in its sole judgment, it shall deem it is in the best interest of the Village to do so.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Village of Gifford at the request of the Bidder. All bids will remain firm for sixty (60) days after the bid opening.

All Bidders will be required to certify that they are in compliance with laws governing bidrigging, bid rotation, equal opportunity employment, and sexual harassment.

Published Friday, August 30th, 2013, in the Champaign News Gazette.

INVITATION TO BID

The Village of Gifford will receive sealed bids by mail at P.O. Box 37, Gifford, IL 61847 for the purchase of **Playground Equipment with Installation and Supply of Safety Surface** for playground at Roessler Memorial Park. The scope of the project includes the purchase, delivery and installation of play equipment and the purchase and delivery of safety surface. The Village of Gifford will be responsible for site preparation/grading, concrete access sidewalk, purchasing and installation of landscape timbers and the application of the safety surface. The Village would like to see the installation of the playground equipment to be completed no later than November 1st, 2013. Prospective Bidders may bid on Item 1 or Item 2 or both items as outlined in the Bid Documents and Bid Form.

Specifications and proposal forms may be accessed through the website at www.villageofgifford.com. **Completed bids must be mailed** to the Village of Gifford at P.O. Box 37, Gifford, IL 61847. All questions regarding these specifications may be directed to Brian Baxter, Village Trustee, at (217) 552.2482. In order to receive Addenda and any other communications regarding this Project, all Bidders must acknowledge receipt of the bid package by sending electronic confirmation to the following: bbaxtr1@gmail.com. The Village has no duty to send or otherwise notify a Bidder of any Addendum or other communications regarding this Project who has not complied with this requirement.

Bidders shall use the attached proposal form, which shall be filled out completely and submitted in duplicate in an opaque, sealed envelope marked: **“SEALED BID,”** the bid description, the name of the Bidder, date and time of opening, and addressed to the Village of Gifford, P.O. Box 37, Gifford, IL 61847, Attention: Brian Baxter, Village Trustee. **Bids will be accepted when received by mail on, or before, September 12th, 2013 by 4pm.** No responsibility shall be attached to any person for premature opening of a bid not properly identified.

The Village of Gifford (“Village”) reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. The Village will award the Contract to the lowest most responsible and responsive Bidder, as determined by the Village. In considering the Bidder’s responsibility, the Village may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the services. A tax exemption certificate will be furnished by the Village at the request of the Bidder. All bids will remain firm for sixty (60) days after the bid opening. The Village of Gifford reserves the right not to accept the playground equipment upon delivery if the equipment does not meet Specifications.

INSTRUCTIONS TO BIDDERS

1. Definitions:

- A. The term “Village” shall be construed to be the same as the “Village of Gifford.”
- B. The terms “Vendor” and "Contractor" shall be construed to be the same as the “Bidder.”
- C. “Bid Documents” consist of the Bid Notice, these Instructions to Bidders, General Conditions, Special Conditions, bid forms, Specifications, and other sample bidding and contract and certification forms provided the Village.
- D. “Contract Documents” The Bid Documents, together with the Contract for the Sale of Goods, the Performance and Labor Material Bond, if required, any Addenda, and proof of insurance comprise the Contract Documents.
- E. “Addenda” are written or graphic instruments issued by the Village prior to the execution of the Contract that modify or interpret the Bid Documents.
- F. “Unit Price” is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services as described in the Bid Documents. A Unit Price includes all costs associated with the performance of the portion of the services for which the Unit Price is provided, including but not limited to labor, materials, equipment, transportation, overhead and profit.
- G. “Work” all materials, equipment and transportation to be supplied by the Vendor awarded the Project in accordance with the bid Specifications. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

2. Bid Security: Each Bid shall be accompanied by a bid bond, executed by a surety company authorized to do business in the State of Illinois, or a cashier’s check, or money order drawn on a solvent bank or savings and loan association in the amount of ten percent (10%) of the bid, and made payable to the Village of Gifford, as a guarantee that if the bid is accepted, the Bidder will enter into a contract with the Village and will commence performance of the services requested.

The bid security of all except the three (3) lowest responsive and responsible Bidders Contract will be returned after the decision to accept or reject bids by the Trustees of the Village of Gifford.

The bid security of the successful Bidder will be returned after acceptance by the Village of an acceptable certificate of insurance naming the Village of Gifford as the certificate holder and as additional insured.

3. Submission of Bids: Sealed bids **must be received by mail** by the Village of Gifford, P.O. Box 37, Gifford, IL 61847 on or before the date of the bid opening. Bids will be opened and publicly read at 4pm on September 12th, 2013 at the Village Building, 104 East Center Street, Gifford, IL 61847. Bids must be delivered by mail by the opening time of the bid. They should be in an opaque, sealed envelope marked “Sealed Bid” and the “material or service being proposed” indicated on the outside of the envelope. The date of the bid opening as per the “Notice to Bidders” should also be indicated. Bids arriving AFTER THE OPENING OF THE FIRST BID WILL NOT BE ACCEPTED. It is the responsibility of the Bidder to ensure that the bid has been received by the Village prior to the time specified in the “Notice to Bidders.” The Village of Gifford will not be responsible for undelivered mail or any other failure of any Bidder or agency to deliver the bid proposal on time. Mailed bids arriving after the bid deadline will not be accepted regardless of post marked time on the envelope and will be returned unopened.

No faxed or e-mail bid or modification of a bid will be considered. The Village is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive and returned.

4. Bid Form and Supplements: Bid must be submitted on the Bid Forms supplied by the Village of Gifford. Failure to use the Bid Forms provided could result in rejection of the bid proposal. Do not detach any portion of this document; invalidation of the bid could result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

Attached to the Bid Form will be certain supplements. **Failure to complete said supplements will be reason for possible rejection of bid.**

Attached to the Bid Form will be bid one or more certifications regarding the Bidder’s compliance with applicable laws. Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder’s bid. The certification of the successful Bidder shall become a part of the Contract with the Village.

5. Quotations: Unless clearly shown on the bid the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of Unit Prices. Otherwise, in the event of any discrepancy between a Unit Price(s), extended price(s), and/or total price(s), Unit Prices will govern and the bid will be refigured accordingly. Prices bid must include all applicable costs to the Village of Gifford, including shipping costs to any point in Gifford.

6. References: No bid will be considered from any Bidder unless it is known to be skilled and regularly engaged in providing the goods and performing the services as described in the Contract Documents and is able financially and otherwise to provide the goods and perform the services consistent with the contract the Contractor enters into. All bids must be accompanied by a list of at least three (3) commercial or municipal clients for which the Bidder has provided such services as described in the Contract Documents within the past two (2) years that would assist the Village of Gifford in determining the scope or extent of services that the Bidder is capable of providing. Said references must include the client's name, address, telephone number, and the name of a contact person. Each Bidder must also include a list of any lawsuits or arbitration cases filed against it within the last five (5) years.

The Village of Gifford may also request such other information as will satisfy it that the Bidder is able, financially and otherwise to deliver the services pursuant to the Contract Documents.

7. Tax Exempt: Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the Work. An Exemption Certificate will be furnished by the Village upon request of the Bidder.

8. Specifications: Specifications are included within the bid package. Bidders must indicate any differences from the Specifications in their bid proposal. It is the responsibility of the Bidder to fully understand the Specifications set forth herein. Include any descriptive literature and indicate any options that differ from the original Specifications which should be considered.

a. The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in Specifications and proposal sheets is for the purpose of designating a minimum standard of quality and type and for no other. Such references are not intended to be restrictive. The Village may consider bids with proposed substitutions for any brand which meets the quality of the Specifications listed for any item and is approved as a substitute in compliance with Section 11 of these Bid Documents.

b. A Bidder may offer only one price on each item, though they may have two or more types that meet Specifications. Bidders must determine for themselves which to offer. Submission by a single Bidder of more than one price for a single item shall be sufficient cause for rejection of all prices for that item by the Bidder.

c. Specifications provided are based on the Village of Gifford needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet Village of Gifford requirements and shall be consistent with Village of Gifford policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

9. Examination of Contract Documents:

A. Examination of Proposed Bid Documents and Site

1. Before submitting a bid, prospective Bidders must carefully examine the drawings, read the Specifications and all other Bid Documents, visit and examine the site, and perform such other investigations as the Bidder deems necessary or desirable in order to determine the scope of the Work and all conditions affecting its performance. The Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work is to be performed and he/she shall include in the bid a sum to cover the cost of all items necessary to perform the Work as set forth in the Contract Documents. No allowance will be made to the Bidder because of lack of such examination, investigation or knowledge. The submission of a bid shall be construed as conclusive evidence of that the Bidder has made such examination and investigation.

2. The Bidder is also required to examine all data on file in the Village office for examination by prospective Bidders. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work under the Contract, as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill in every detail all the requirements of said Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time.

10. Bid Opening and Bid Results: Bids shall be opened publicly and read aloud at the Village of Gifford, 104 East Center Street, on September 12th, 2013 at 4pm. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request. Bidders shall keep their bids open for at least ninety (90) days after submission. The Village shall, at its sole discretion, accept the bid of the lowest responsive and responsible Bidder on the basis of the bid that is in the best interest of the Village to accept. No proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village or that has failed to perform faithfully any previous contract with the Village. In the event of a rejection of a portion, part, or certain items of work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the Unit Price or other cost designated therefore by that Bidder on its submitted bid proposal form. The successful Bidder so selected may not refuse to enter into a Contract with the Village on the basis that the Village awarded a Contract for less than all portions or items of the work specified in the bid documents.

11. Substitutions: Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal in every respect to that required by the Specifications must request approval in writing to the Village at least seven (7) business days prior to the bid opening and mark the item as ‘approved equal’. The proposed substitute will be considered if use of such substitute does not require extensive revisions to the Contract Documents and the proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the goods represented by the requirements therein. A Bidder must submit requests for substitutions in accordance with the following:

- a. Submit 2 copies of each written request for substitution for consideration. Identify the product or the fabrication or installation method to be replaced in each request. Include related specification sections and drawing number.
- b. Provide complete documentation on both the product specified and the proposed substitute including the following information as appropriate:
 - 1) Comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
 - 2) Copies of current, independent third-party test data of salient product or system characteristics.
 - 3) Samples where applicable or requested.
 - 4) A detailed comparison of significant qualities of the proposed substitute with those specified.
 - 5) Coordination information, including a list of changes or modifications needed to other parts of Project, which will become necessary to accommodate the proposed substitute.
- c. Provide certification by the manufacturer that the substitute proposed is equal in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of the Contract Term because of the failure of the substitute to perform as represented in the request for substitution.

The Village may request additional information or documentation necessary for evaluation of the request for substitution. The Village will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Village’s approval of a substitute during bidding does not relieve the Contractor of the

responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

Bids proposing alternates not previously approved by the Village will be considered non-responsive and rejected. The Village reserves the right to determine whether a substituted selection, in its judgment, is equal to quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

12. Interpretation: Any Bidder who finds, in the Bidder's opinion, a discrepancy in or omission from the Specifications, or is in doubt as to their meaning, or believes that the Specifications are discriminatory, shall notify the Village Trustee in writing not later than five (5) days prior to the scheduled opening of bids. Exceptions taken do not obligate the Village of Gifford to change the Specifications. The Village Trustee will notify all Bidders in writing, by Addendum duly issued, of any interpretations made of Specifications or instructions. The Village of Gifford will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the Specifications should be directed to, and will be issued by, the Village Trustee, Brian Baxter.

Bidders will acknowledge receipt of any Addendum issued by returning the Addendum(s) with the proposal and so noting on the bid sheet. Oral explanations are not binding.

13. Addenda: All clarifications, corrections, or changes, to the Village's bid solicitation documents will be made by Addendum only; the Village accepts no responsibility for any other claimed interpretations. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Contract. Addendum will be sent to all Bidders of record by facsimile or US mail. It is each Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. It is also the responsibility of each Bidder to verify that all sub-Bidder and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening. All Addenda must be acknowledged and returned on or before the bid due date, unless otherwise directed by an Addendum; the failure of a Bidder to acknowledge any amendment shall not relieve the Contractor of the responsibility for complying with the terms thereof.

In order to receive Addenda and any other communications regarding this Project, all Bidders must acknowledge receipt of the bid package by sending electronic confirmation to the following: bbaxtr1@gmail.com. The Village has no duty to send or otherwise notify a Bidder of any Addendum or other communications regarding this Project who has not complied with this requirement. Bidder must acknowledge all Addenda received in the spaces provided on the Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addenda are incorporated in the bid.

14. Award, Acceptance, and Contract: The Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder that complies with the conditions and Specifications presented herein. Although price is a major consideration in the award of bids, Village does not award on price alone and will also consider terms of delivery, quality, serviceability and conformity with Specifications, as determined by the Trustees of the Village of Gifford. Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified on the Bid Form, awards will be based upon the submitted Unit Prices. Village reserves the right to: determine whether a substituted selection, in its judgment, is an acceptable alternate; increase or decrease the quantities shown on the bid; to reject any and all prices or bids submitted without disclosure of reason; waive any irregularity, formality or technicality in any proposal; and accept that bid which is considered in the best interests of Village. Such decisions are final and not subject to recourse.

The Bidder to whom the Contract is awarded by the Village shall sign and deliver to the Village for execution by the Village all required copies of the Contract, along with all required insurance and surety documents. The rights and obligations of the parties provided for in the Contract shall become effective only with formal execution of the Contract by the Village.

The Bid Notice, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, and Contractors Compliance and Certifications Attachment comprise the Bid Documents. The Bid Documents, together with the Contract for Sale of Goods, included in these Bid Documents as Attachment B, comprise the Contract Documents.

15. Bid Withdrawal: Bidder may withdraw or cancel a proposal at any time prior to the bid opening time. After the bid opening time, a Bidder cannot withdraw or cancel the bid for a period of ninety (90) calendar days after the bid opening date.

GENERAL CONDITIONS

1. Patents: The Bidder shall defend any suit or proceeding brought against the Village of Gifford based on a claim on any equipment, or on any part thereof, furnished under this Contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Bidder's expense) for the defense of same, and the Bidder shall pay all damages and costs awarded therein against the Village of Gifford. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part is enjoined, the Bidder shall, at its own expense, either procure for the Village of Gifford the right to continue using said equipment, or part, or replace same with non-infringing equipment, or modify so that it becomes non-infringing.

Bidder agrees to indemnify, defend and hold the Village of Gifford harmless from and against all demands, claims, suits, costs, expenses, damages and adjustments based upon any infringement of any patent relating to goods specified in the contract.

2. M.S.D.S.: Contractor is to supply Materials Safety Data Sheets (M.S.D.S.) in accordance with Federal Requirements, if applicable.

3. Subletting: A successful Bidder shall not assign the Contract, or subcontract the whole or any part of the Contract without written consent of the Village of Gifford, except as may be noted on the bid proposal. Such consent shall not relieve the Bidder from obligation nor change the terms of the Contract.

4. Material Inspection: Authorized agents of the Village of Gifford shall have the right to inspect any material to be used in carrying out the proposal. The Village of Gifford does not assume any responsibility for the availability of any other materials and equipment required. The Contractor shall be responsible for the contracted quality and standards of all materials, components or completed Work furnished under this proposal until final acceptance by the Village of Gifford. Materials, components or completed work not complying therewith may be rejected by the Village of Gifford and shall be replaced by the Contractor at no expense to the Village of Gifford. Any material or component rejected shall be removed from the premises of the Village of Gifford at the entire expense of the Contractor, after written notice by the Village of Gifford to Contractor that such materials or components have been rejected.

5. Warranty and Guarantee: In addition to the specific warranties required under various sections of the Bid Specifications applicable to the Project, the Vendor warrants to the Village that all materials, supplies and equipment furnished will be of good quality and new unless otherwise required or permitted by the Specifications, that the materials, supplies and equipment will be free from defects not inherent in the quality required or permitted, and that the materials, supplies and equipment will conform to the Specifications. Materials, supplies and equipment

not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the Village. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. In the event of any conflict between this paragraph and any warranty provision contained elsewhere in the Contract Documents, the stricter warranty provision will apply. Where appropriate, the warranty requirements contained herein shall be jointly applicable with warranty provisions contained elsewhere in the Contract Documents.

Vendor must provide the Village with two (2) copies of any manufacturer's warranty or guarantee information. Where required, the Vendor will assign all manufacturers' warranties to the Village.

6. Delivery: Bidders shall state the delivery date for commodities in terms of calendar days after notification of the award. Where the Contract calls for performance of labor, the Bidder shall also state the number of calendar days required for completion after notification of award, as well as estimated date of the start of work. Materials being shipped to the Village of Gifford must be shipped F.O.B. freight prepaid, designated location, Gifford, Illinois. If delivery is being made by truck, arrangements for the Village of Gifford's receipt for the material should be made in advance. No truck deliveries will be accepted before 8:00 a.m. or after 4:00 p.m. on weekdays or all day on Saturdays, Sundays or Holidays unless specific permission has been received from the responsible Village of Gifford official.

7. Invoicing and Payment: Payment shall be made within sixty (60) days following the delivery and installation of the materials and only upon inspection and acceptance of the materials and installation by the Village.

8. Manuals: After the Contract(s) has been awarded, the Contractor(s) shall provide the Village of Gifford with two (2) sets of shop repair manuals, operational manuals, and parts manuals.

9. Hardware: Price quotations on listed or substituted equipment must include all necessary hardware for a complete, functional unit.

10. Materials and Equipment: Except where the Specifications indicate otherwise, the Village of Gifford is not responsible to provide any tools, equipment or storage to the Contractor in order to permit him/her to complete any contractual obligation under any Contract which may be awarded as the result of the bid.

11. Insurance: Vendor shall obtain insurance of the types and in the amounts listed below.

a. Commercial General and Umbrella Liability Insurance. Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains

a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations independent Vendors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Village shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Village. The insurance company's liability shall not be reduced by the existence of such other insurance. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability from pollution, explosion, collapse, or underground property damage.

b. Business Auto and Umbrella Liability Insurance. Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c. Workers Compensation Insurance. Vendor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Vendor waives all rights against Village and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Vendor's work.

d. General Insurance Provisions.

1. Evidence of Insurance. Prior to beginning work, Vendor shall furnish Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to the Village prior to the cancellation or material change of any insurance referred to therein.

Written notice to Village shall be by certified mail, return receipt requested. Failure of Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance. Village shall have the right, but not the obligation, of prohibiting Vendor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Village. Failure to maintain required insurance may result in termination of this Contract at Village's option. With respect to insurance maintained after final payment in compliance with requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Village whenever requested. Vendor shall provide certified copies of all insurance policies required above within 10 days of Village's written request for said copies.

2. Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A:VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A:VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage. If Vendor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Village, the Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bonds guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors. Vendor shall cause each subcontractor employed by Vendor to purchase and maintain insurance of the type specified above. When requested by the Park District, Vendor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

12. Indemnification: To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance

of the Vendor's work pursuant to this Contract, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission, by the Vendor any Subcontractors and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by the Village. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Vendor shall similarly protect, indemnify and hold and save harmless the Village's officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of breach of any of their obligations under, or default of, any provision of the Contract.

13. Termination for Default: When the Contractor has not performed, or has unsatisfactorily performed, the Village of Gifford may terminate the Contract for default pursuant to the terms of the Contract. The Village of Gifford may terminate a Contract by providing written notice of default to the Contractor if:

- a. The Contractor fails to make delivery of the materials or perform the services within the time specified in the Contract;
- b. The Contractor fails to make progress so as to endanger performance of the Contract; The Contractor fails to provide or maintain in full force and effect the insurance coverage or performance bond as is required; or
- c. As otherwise specified by the Contract in case of default by the Contractor, the Village of Gifford may procure supplies or services similar from other sources and may deduct from unpaid balance due the Contractor, or may collect against the bond or surety for excess costs so paid, and the prices paid by the Village of Gifford shall be considered the prevailing market price at the time such purchase is made.

14. Termination for Convenience: The Village of Gifford may terminate a Contract, in whole or in part, whenever the Village of Gifford determines that such termination is in the best interest of the Village of Gifford, without showing cause, upon giving written notice to the Contractor. The Village of Gifford shall pay for all Work properly performed by the Contractor up to the date of termination. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

15. Public Advertising: The successful Bidder is specifically denied the right of use in any form or medium the name of the Village of Gifford for public advertising unless the Village of Gifford grants express written permission.

16. Compliance with Laws: All materials, supplies and equipment provided under this bid must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production and sale of the product or service contained herein. Additional certifications, attached as Addenda, will be required in the event federal or state funds are being used to fund this Contract. Lack of knowledge on the part of the Vendor will in no way be cause for release of this obligation. The Village reserves the right to reject any bid, cancel any Contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the Vendor.

a. CLEAN AIR ACT: All successful Bidders must comply with the provisions, applicable standards, orders or regulations pursuant to the Clean Air Act of 1970.

b. COPELAND “ANTI-KICK BACK” ACT: All successful Bidders must comply with the Copeland “Anti-kick back” Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR, Part 3).

c. The Americans with Disabilities Act: In submission of any proposal, the Bidder acknowledges and warrants that the work or service shall be designed in full compliance with the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and with applicable regulations and accessibility guidelines thereunder. In addition, the Bidder acknowledges the Environmental Barriers Act (IL Rev Stat Ch 111 1/2, par. 3711 et seq.) and its regulations in the Illinois Accessibility Code (71 IL Admin. Code S400.110 et seq.) that all products, services and programs conform to, and be delivered in a manner consistent with the Americans with Disabilities Act. As a condition of receiving a Contract with the Village of Gifford, the Vendor certifies that services, programs, and activities provided under said Contract are and will continue to be in compliance with the ADA. Further, the Vendor agrees to indemnify the Village of Gifford, its elected and appointed officials, employees, agents and volunteers against any and all claims and the costs of legal defense resulting from the Vendor’s failure to be in compliance with the ADA.

17. Taxes: The Village of Gifford is a tax-exempt entity. If requested, the Village of Gifford will submit its tax-exempt number to material suppliers.

18. At Time of Delivery: The following procedure must be adhered to:

1. Delivery will be made during any regular workday, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. at Roessler Park.
2. The Village should be notified at least 24 hours in advance of delivery to schedule delivery time and location.
3. Deliveries made either before or after the times and days listed above will not be accepted. Deliveries shall be made in exact compliance with Specifications.

The Bidder agrees that if awarded the Contract, he or she will begin Work, or make delivery of the product within thirty (30) days after the Village of Gifford has approved the bid proposal.

PROPOSAL FOR: Playground Equipment with Installation and Supply of Safety Surface

TO: Trustees of the Village of Gifford

FROM: _____
(Name of Firm Submitting Bid)

ADDRESS: _____

PHONE: _____

FAX: _____

The Contractor (hereinafter called “the Bidder”) has read the Bid Notice, Invitation to Bid, Specifications, and General and Special Conditions prepared by the Village of Gifford (hereinafter called “the Village”) for the product or service to be acquired or obtained, and the Bidder has made all examinations and investigations required by said documents.

It is understood: (a) that as to the Contract which may be awarded upon the proposal, the Village will obtain the services from the successful Bidder as specified; (b) that it is the intention of the Village that a Contract shall be awarded to the Bidder regarded by the Trustees of the Village of Gifford as being the lowest responsive and responsible bid, having regard of the Bidder’s fitness to meet the requirements of the Village; provided, however, that the right to reject any or all bids is reserved by said Trustees of the Village of Gifford, which has the obligation to award a Contract in the best interests of the Village of Gifford. The Village of Gifford reserves the right to confirm that the firm bidding is responsible and trustworthy and the Bidder agrees to provide, upon request, reasonable background information upon which this decision can be made.

IN SUBMITTING THIS BID PROPOSAL, THE UNDERSIGNED:

A. Acknowledges receipt of Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

B. Agrees and represents:

1. That this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.
2. The Trustees of the Village of Gifford reserves the right to reject and refuse any or all bids and to waive all informalities.
3. Bidder accepts the provisions of the Instructions to Bidders regarding disposition of bid proposal security.
4. Bidder has carefully examined and compared copies of the Bid Documents.
5. Bidder has visited and examined the Project site, and conducted such additional investigations as the Bidder deemed necessary or advisable for the purpose of determining the scope of the Work and all conditions affecting its performance, and to become thoroughly familiar with the general, local, and site conditions, and Bidder has compared the Bid Documents with its observations and knowledge derived from the foregoing examination and investigation and has determined based thereon that there are no ambiguities, conflicts, errors or omissions in the Bid Documents which have not been resolved adequately by Addenda prior to the opening of bids for the Project.
6. The successful Bidder shall complete the Project required by the Contract no later than the dates as noted in the Contract Documents.
7. To enter into and execute a Contract with the Village of Gifford, if awarded on the basis of this bid, and to furnish all required bond(s).
8. This proposal is genuine and not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited another Bidder to submit a false or sham proposal; and proposal submitter has not sought by collusion to obtain for itself an advantage over another Bidder or over Village. Bidder further submits as true and correct the Vendor Certifications attachment submitted with its Bid Proposal.
9. To execute the Vendor Compliance and Certification Attachment, which will become part of the Contract.

DATE: _____

SUBMITTED: _____

BID FORM

The Bidder hereby offers to provide to the Village of Gifford equipment as specified within this document and the delivery and installation of same, in compliance with Bidder Instructions.

The Bidder states the total quote is the gross total cost to the Village of Gifford for products and/or services provided. Prices, once accepted, shall not exceed those accepted throughout the delivery schedule of the products that are acquired.

Bidders may submit a price for Item 1 or Item 2 or both items.

ITEM 1 - PLAYGROUND SAFETY SURFACE

SUPPLY & DELIVERY OF ALL PLAYGROUND SAFETY SURFACE

AS DESCRIBED IN SPECIFICATION SECTIONS 1 AND 2 \$ _____

FOR THE LUMP SUM OF

_____ **DOLLARS**

(write in amount of Bid Amount)

ESTIMATED DATE FOR DELIVERY

Date

ITEM 2 - PLAY EQUIPMENT

SUPPLY, DELIVERY AND INSTALLATION OF ALL PLAYGROUND PLAY

EQUIPMENT AS DESCRIBED IN SPECIFICATION SECTIONS 3 THROUGH 6

\$ _____

FOR THE LUMP SUM OF

_____ **DOLLARS**

(write in amount of Bid Amount)

**ESTIMATED INSTALLATION
START DATE**

Date

**ESTIMATED INSTALLATION
COMPLETION DATE**

Date

ATTACHMENT A

VENDOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT FOR PURCHASE OF GOODS

Note: The following certifications form an integral part of the Contract between the Village of Gifford and Vendor. Breach by Vendor of any of the certifications may result in immediate termination of the Vendor's services by the Village. **THIS FORM MUST BE PROPERLY EXECUTED BY VENDOR AND SUBMITTED WITH VENDOR'S BID PROPOSAL. FAILURE TO DO SO MAY RESULT IN REJECTION OF BID PROPOSAL AS NON-RESPONSIVE.**

THE UNDERSIGNED VENDOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Vendor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

- B. Vendor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

- C. To the best of Vendor's knowledge, no officer or employee of Vendor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

- D. Vendor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Vendor also certifies that no officers or employees of the Vendor have been so convicted and that Vendor is not the successor company or a new company created by the Trustees of the Village of Gifford of one so convicted. Vendor further certifies that any such conviction occurring after the date of this certification will be reported to the Village, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Vendor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Vendor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

F. Vendor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 et seq.) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Vendor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Vendor.

G. (i) Vendor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Vendor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Vendor without collusion or fraud; (iii) no official, officer or employee of the Village has any direct or indirect financial interest in Vendor's bid proposal or in Vendor, (iv) the Vendor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Village and the Village's employees and agents), to procure improperly special or unusual treatment with respect to this Contract or for the purpose of otherwise improperly influencing the relationship between the Village and the Vendor. Additionally, the Vendor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

H. Vendor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Vendor further certifies that Vendor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

I. Neither Vendor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

J. Vendor is not barred from contracting with the Village because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Vendor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Village, a municipal entity, to recover in a civil action all amounts paid to the Vendor.

K. If Vendor has 25 or more employees at the time of letting of the Contract, Vendor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Vendor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.L. The Vendor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 et. seq.) and, upon request of the Village of Gifford’s designated Freedom of Information Act Officer (FOIA Officer), Vendor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Vendor that is deemed a public record under FOIA

VENDOR

By: _____

Its: _____

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Vendor.

Dated:

(Notary Public)

(SEAL)

ATTACHMENT B
CONTRACT FOR THE SALE OF GOODS

This contract for the Sale of Goods (“Contract”), made this ___ day of _____, _____ (the “Effective Date”), by and between the Village of Gifford, an Illinois Village (the “Village”) with its principal place of business at 104 East Center Street, Gifford, IL, and _____, an Illinois corporation (the “Vendor”), with its principal place of business at _____, collectively referred to as the “Parties” or individually as “Party.”

WITNESSETH

That the Village and Vendor, for the consideration hereinafter named, agree as follows:

1. Services and Payment

The Vendor shall provide all the following supplies, material and equipment:

_____ (“Goods”), as indicated in the plans and specifications in the [1] Project Manual or Bid Documents or 2) if no bid, attach any specifications as an Exhibit] dated _____, attached to and incorporated as part of this Contract as Exhibit A (the [1] “Project Manual” or “Bid Documents” or 2) “Specifications”]) and the other documents comprising the “Contract” as described in paragraph 2, below.

2. Contract Documents

The Contract Documents consist of this Contract between the Village and the Contractor and [the Bid Notice, Invitation to Bid, Instruction to Bidders, Bid Form, _____ Bid Specifications and Drawings, all Conditions of the Contract (including all General and Special Conditions) (“Bid Documents”)], [the Vendor’s Proposal, dated _____, attached to and incorporated as part of this Contract as Exhibit _____], the Vendor Compliance and Certification, attached to and incorporated in this Contract as Exhibit _____, and any addenda issued prior to the execution of this Contract and Modifications issued after the execution of this Contract. Modifications to this Contract may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority: a) Modifications; b) this Contract, including all addenda, exhibits, certifications and attachments incorporated in this Contract; c) Special Conditions; d) General Conditions; and e) Specifications.

3. Contract Sum and Payment

The Village shall pay the Vendor _____ and 00/100 Dollars (\$ _____ .00), subject to additions and deductions as provided in the Contract Documents for the proper performance of the Contract (the "Contract Sum"). Payment of the Contract Sum shall be made in full within sixty (60) days following the delivery of the Goods and only upon inspection and acceptance of the Goods by the Village.

4. Term

This Contract shall begin upon the Effective Date and terminate upon completion of any and all applicable warranty periods, unless terminated earlier as provided herein.

5. Delivery

Vendor shall deliver the Goods on or before _____. Vendor will arrange for delivery of Goods through a carrier chosen by Vendor, the costs of which shall be F.O.B. Gifford, Illinois.

6. Title and Risk of Loss

Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods has been received, inspected and accepted by the Village.

The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Village.

7. Acceptance and Rejection

The Village will have the right to inspect the Goods upon receipt and to reject the nonconforming or damaged Goods within ten (10) business days after delivery. The Village will give notice to Vendor of any rejection of the Goods or claim for damages on account of condition, quality or grade of the Goods.

Neither inspection nor acceptance by the Village shall act as Village's acceptance of any defects or deficiencies in the Goods for the failure of the Goods to conform to the requirements of the Contract and shall not act as a waiver of any rights Village has with respect to such defects, deficiencies or failure, including rights under any warranty.

8. Performance of the Contract

Vendor agrees to perform all work and services in a good and workmanlike manner. Vendor shall not interfere in any way with and shall cooperate fully with other Vendors procured by the Village.

Vendor, on receipt of this Contract executed by the Village, shall immediately place orders for materials and otherwise commence performance of this Contract, unless otherwise directed by the Village. No claim for extras shall be allowed unless such claim is first submitted in writing to the Village and approved in writing by an authorized agent of the Village. All extras shall be subject to approval, the Village's approval process and applicable law.

9. Termination

The Village may terminate this Contract as follows:

a. The Village may, at any time, terminate the Contract in whole or in part for the convenience of the Village and without cause. Termination by the Village under this Paragraph 9 shall be by a notice of termination delivered to the Vendor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination the Vendor shall immediately, in accordance with instructions from the Village: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Contract; (4) terminate all subcontracts and orders to the extent they relate to the work and services terminated; (5) proceed to complete the performance of work and services not terminated; and, (6) take actions that may be necessary or that the Village may direct, for the protection and preservation of the terminated work and services. In the event of termination for convenience by the Village, the Vendor shall recover payment for approved work executed on the terminated portion of the work before the effective date. Vendor shall not be entitled to damages resulting from termination for convenience under this Paragraph.

b. If Vendor fails to provide the Goods and services as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within three (3) business days after demand from the Village to take corrective action, or in the event of repeated or multiple failures or defaults by Vendor, the Village may terminate this Contract and enter into an agreement with another Vendor or Vendors to provide the Goods. In such event, Village shall not be liable to Vendor for all or any portion of the Contract Sum. Vendor shall be liable to the Village and shall pay the Village promptly upon demand the increased cost to the Village of obtaining the Goods and services from the substitute Vendor(s), including, without limitation, the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees.

c. If Vendor is adjudged as bankrupt, or if Vendor makes a general assignment for the benefit of Vendor's creditors, or if a receiver is appointed on account of Vendor's insolvency, or if any provision of the bankruptcy law is invoked by or against Vendor, then notwithstanding any other rights or remedies granted the Village, the Village may,

without prejudice to any other right or remedy, (i) immediately terminate the retention of Vendor and/or (ii) finish or cause to be finished the Vendor's services required under this Contract by whatever method and by whichever persons the Village deems expedient. In such case, Vendor shall not be entitled to receive any payment until the work and/or services are completed. If the unpaid balance of the Contract Sum exceeds (1) the expenses of completing the work and/or services, including compensation for additional managerial and administrative services, plus (2) the Village's losses and damages because of Vendor's default, such excess shall be paid to Vendor. If such expense plus the Village's losses and damages shall exceed such unpaid balance, Vendor shall pay the difference to the Village promptly on demand and the Village may resort to any other rights or remedies the Village may have by law or under this Contract.

10. Correction of Deficiencies

If the Vendor defaults or neglects to provide the Goods in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the Village to commence and continue correction of such default or neglect with diligence and promptness, the Village may, without prejudice to other remedies the Village may have, correct such deficiencies. In such case the Village shall deduct from payments then or thereafter due the Vendor the cost of correcting such deficiencies, including compensation to the Village for any and all expenses related thereto. If payments then or thereafter due the Vendor are not sufficient to cover such amounts, the Vendor shall pay the difference to the Village.

The rights and remedies of Village stated in this Contract shall be in addition to and not in limitation of, any other rights of the Village granted in the other Contract Documents or at law or in equity.

11. Ownership and Use of Documents

All title, ownership and copyright privileges to all drawings, plans, specifications and other documents and instruments of service prepared or provided by Vendor in connection with the Goods, in whatever format (collectively, "Project Documents") are and shall at all times be solely in the Village. Vendor agrees, when requested by the Village, to execute immediately any documents which evidence and acknowledge in Village the ownership of all Project Documents. All Project Documents prepared or furnished by Vendor shall be solely the property of the Village the time of their preparation or upon the suspension or termination the Vendor. Reproducible copies of Project Documents shall, to the extent not previously delivered, be delivered promptly to the Village upon demand and thereafter may be used by the Village in whole or in part or in modified form for such purposes as the Village may deem advisable, without further employment of or payment of additional compensation to Vendor or anyone retained by Vendor. Notwithstanding the foregoing, Vendor retains the right to use standard

design elements and details which are neither unique to the Village or related to the business of the Village.

12. No Infringement

Vendor warrants that the Goods and any parts thereof does not infringe on any copyrights, patent rights, trade secrets or other rights of any third party. Vendor agrees to indemnify, defend and hold the Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by the Village in connection with any such infringement claim by any third party, provided, however, that the Village permits Vendor all available information, assistance and authority to enable Vendor to do so. Vendor further warrants that if the Village is enjoined from using the Goods due to an actual or claimed infringement of any patent right or copyright or other property right or for any other reason, then at Vendor's option, Vendor shall promptly either: (i) procure for the Village, at Vendor's expense, the right to continue using the Goods; or (ii) replace or modify the Goods, at Vendor's expense, so that the Goods become non-infringing.

13. Tax Exemption

The Village is exempt for the Illinois Retailer's Occupational Tax, the Illinois Use Tax and the Federal Excise Tax as an exempt entity under the Internal Revenue Code. The Village shall provide its tax exemption identification number to Contractor upon Contractor's request.

14. Vendor's Representations

The Vendor hereby specifically acknowledges and declares, and the execution of this Contract by the Vendor is a representation of the Vendor that the Contract Documents are full and complete, are sufficient to have enabled the Vendor to determine the cost of the Goods and that the Contract Documents are sufficient to enable it to supply and deliver the Goods outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Vendor's obligation to supply the Goods for an amount not in excess of the Contract Sum on or before the delivery date established in the Contract. The Vendor shall carefully study and compare the Contract Documents with each other and with information furnished by Village and shall at once report to the Village errors, inconsistencies or omissions discovered. The Vendor shall not be liable to the Village for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a reasonably prudent and experienced Vendor in advance. If the Vendor performs any manufacturing activity involving an error, inconsistency or omission in the Contract Documents that Vendor recognized or reasonably should have recognized and of which Vendor failed to notify the Village, the Vendor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction.

The Vendor further represents that it has full right, title and authority to transfer the Goods to the Village and that such transfer, upon delivery to the Village, shall not be subject to the right or interest of any third party whatsoever.

15. Warranties

The Vendor warrants to the Village that materials and equipment furnished under the Contract will be of the best quality and new, that the Goods will be free from defects and deficiencies, and that the Goods will conform to the requirements of the Contract Documents. Goods not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by Village's abuse, modifications not executed by the Vendor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. Liability or refusal of the subcontractor or Vendor responsible for the defective materials, equipment or goods to correct the same shall not excuse the Vendor from performing under the warranty. If required by the Village, the Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by the Vendor. All warranties shall be addressed to the Village and delivered to the Village upon delivery of the Goods. Except as otherwise provided in this Contract, all warranties shall become effective on the date of delivery to the Village, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. Vendor shall repair and replace, as determined by the Village, any defects or deficiencies at no charge to the Village during any warranty period. Vendor shall correct any portion of the Goods that are defective, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one year after delivery and acceptance of the Goods by the Village, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by Vendor or subcontractors contrary to the Village's request or to requirements specifically expressed in the Contract Documents and was therefore not visible for inspection by the Village at the time the Goods were delivered. Final acceptance shall occur only after the Goods have been delivered, inspected and accepted by the Village.

No warranty herein shall be deemed waived upon Village's inspection and acceptance of delivery of the Goods.

16. Insurance

A. Commercial General and Umbrella Liability Insurance

Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village of Gifford, its commissioners, officers, employees and agents shall be named as additional insureds on all insurance policies.

B. Business Auto and Umbrella Liability Insurance

Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Vendor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Vendor waives all rights against the Village and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Vendor's activities.

D. General Insurance Provisions

1. Evidence of Insurance

Vendor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as waiver of Vendor's obligation to maintain such insurance.

The Village shall have the right, but not the obligation, of prohibiting Vendor from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Village.

Failure to maintain the required insurance may result in termination of this Contract at the Village's option.

Vendor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

4. Subcontractors

Vendor shall cause each subcontractor employed by Vendor to purchase and maintain insurance of the type specified above. When requested by the Village, Vendor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

17. Indemnification

To the fullest extent permitted by law, the Vendor shall waive any right of contribution and shall indemnify and hold harmless the Village, its trustees, officers, agents, volunteers, employees and consultants from and against any and all claims, damages, losses and expenses, of whatsoever nature, including but not limited to attorneys' fees, court costs and economic damages, arising out of or incidental to or resulting from or in connection with the performance of its obligations under this Contract, provided that any such claim, damage, loss or expense is caused in whole or in part by any wrongful or negligent act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in the Contract. In the event that any Party is requested but refuses to honor the indemnity obligations hereunder, then the Party indemnifying shall, in addition and not in limitation to all other obligations, pay the cost of bringing any such action, including without limitation attorneys' fees and court costs, to the Party requesting indemnity.

18. Extension of Time

Extension of time provided for the supply and delivery of the Goods shall be the Vendor's sole remedy for delay unless the same shall have been caused by acts constituting intentional interference by Village with Vendor's obligations hereunder and where to the extent that such acts of the Village continue after Vendor's written notice to the Village of such interference. The Village's exercise of any of its rights under the Contract, regardless of the extent or number of changes, or the Village's exercise of any of its remedies of suspension of any work or services, or requirement of correction or re-execution of any defective Goods, shall not under any circumstances be construed as intentional interference with Vendor's obligations under this Contract.

19. Independent Contractor

Vendor acknowledges that it is an independent contractor; it alone retains control of the manner of conducting its activities in furtherance of this Contract. Vendor, as well as any persons or agents it may employ, are not employees of the Village, and neither this Contract nor the administration thereof shall operate to render or deem either party hereto the agent or employee of the other.

20. No Third Party Beneficiary

This Contract is entered into solely for the benefit of the contracting parties, and nothing in this Contract is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Contract or to acknowledge,

establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Village and/or the Vendor, and/or any of their respective officials, officers and/or employees.

21. Non-Assignment

This Contract is non-assignable in whole or part by the Vendor, and any assignment shall be void without prior written consent of the Village.

22. No Waiver

Waiver of any of the terms of this Contract shall not be valid unless in writing and signed by the Parties. The failure of the Village to enforce the provisions of this Contract or require performance by Vendor of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of the Village to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of contract.

23. Time

Time is of the essence for all matters concerning this Contract.

24. Compliance with Laws

All materials, supplies and equipment provided under this Contract must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production and sale of the product or service contained herein. Lack of knowledge on the part of the Vendor will in no way be cause for release of this obligation. The Village reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the Vendor.

25. Governing Law; Venue

This Contract and the other Contract Documents shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be proper in the Circuit Court of Champaign County.

26. Entire Agreement

This Contract contains the entire agreement between the Parties, and no statement, promise or inducement made by either party to the agency of either party that is not contained in this written Contract shall be valid or binding; and this Contract may not be enlarged, modified or altered except signed by the Parties and endorsed thereon.

27. Amendment

No amendment or modification shall be made to this Contract unless it is in writing and signed by both Parties.

28. Headings

The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.

29. Severability

If any provision of this Contract is declared invalid or unenforceable, the remainder of this Contract shall continue in full force and effect, to the extent not affected by the invalid or unenforceable provision.

30. Notice

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as any party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE VILLAGE:

Village of Gifford
P.O. Box 37
Gifford, IL 61847
Attn: []

FOR THE VENDOR:

IN WITNESS WHEREOF the Parties hereto have set their respective hands and seals and year first above written.

Village of Gifford

By:

President of the Board - Village of Gifford

Attest:

Secretary - Village of Gifford

VENDOR

By:

Its:

SPECIFICATIONS

SECTION 1 PLAY SAFETY SURFACE

PART 1 - GENERAL

1.1 Description of Work

This work shall consist of the supply and delivery of playground safety surface as described in this section and shown in the drawings.

1.2 Related Sections

PART 2 – PRODUCT

2.1 The Play Safety Surface shall be **GameTime Engineered Wood Fiber**. As represented by the Playcore Company, 150 PlayCore Drive SE, Fort Payne, Alabama 35967. Phone: 800-235-2440 **or approved equal** as follows:

Part No.	Description	Quantity
EWF	GTImpax Engineered Wood Fiber	296 cubic yards (5,977sq.ft. at 12”)

PART 3 - EXECUTION

3.1 Installation by Village

END OF SECTION 1

SECTION 2

SAFETY SURFACE SPECIFICATIONS

GT Impax Engineered Wood Fiber Product Specification

GENERAL

Work Details

The work specified in this section consists of the supply and delivery of GT Impax Engineered Wood Fiber in accordance with these specifications, and in conformity with the dimensions and notes shown in the plans. The surface area coverage is 5,977 sq.ft. and 296 cubic yards of engineered wood fiber is needed. This engineered wood fiber will be installed at the depth of 12” and the Village of Gifford will handle installation of product.

Quality Assurance and Compliance Details

Impact Attenuation - ASTM F1292-04: Impact attenuation of surface systems under and around playground equipment.

Standard for Engineered Wood Fiber - ASTM F2075-04: Minimum characteristics for those factors that determine particle size, consistency, purity and ability to drain.

IPEMA Certification: Manufacturer must provide proof of certification. “In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04 and ASTM F2075-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org.”

MATERIAL DATA

Product is manufactured of ground wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 2” in length and no more than 15% fines to aid in compaction.

Product is to have minimal bark and to be free of twigs, leaf debris and other organic material, and be non-flammable.

Product depth, after installation, must be in accordance with the procedure described in ASTM F1292 and meet guidelines for critical height as set forth by the Consumer Product Safety Commission for use of wood products for protective surfacing.

WARRANTY

GT Impax Engineered Wood Fiber comes with a 25 year system or 15 year performance warranty.

END OF SECTION 2

SECTION 3 PLAY EQUIPMENT

PART 1 - GENERAL

1.1 Description of Work

This work shall consist of the supply, delivery and installation of all play equipment as described in this section and shown in the drawings.

1.2 Related Sections

PART 2 – PRODUCT

2.1 The Play Equipment shall be GameTime systems. As represented by the Playcore Company, 150 PlayCore Drive SE, Fort Payne, Alabama 35967. Phone: 800-235-2440 **or approved equal** as follows:

<u>QTY</u>	<u>Part #</u>	<u>Description</u>	<u>Color</u>
2	1470	2686 Enclosed Tot Seat 3 1/2" Od	N/A
4	1483	2955 Belt Seat 3 1/2" Od	N/A
1	4839	Click Wheel Ass'y	N/A
1	4840	Answer Wheel Ass'y	N/A
1	6142	Whirlwind Seat Tilted (F/S)	Brown(M)/Green(P)
1	6143	Whirlwind Seat Straight (F/S)	Brown(M)/Green(P)
1	6201	Tilted Sky Runner (F/S)	Burgandy
1	7082	7'-6" F/S RockScape Arch Climber	N/A
1	10777	Tire Swing F/S, 5" Od	Green
2	12023	3 1/2" Uprt Ass'Y Alum 8'	Beige
1	12025	3 1/2" Uprt Ass'Y Alum 10'	Beige
11	12026	3 1/2" Uprt Ass'Y Alum 11'	Beige
2	12027	3 1/2" Uprt Ass'Y Alum 12'	Beige
1	12502	Lil Foot Slide Attachment	Green
1	12583	Primetime Swing Frame, 3 1/2" Od	Green
2	12584	Primetime Swing Add-A-Bay, 3 1/2" Od	Green
3	18200	36" Sq Punched Deck P/T 1.3125	Brown
1	18201	36" Tri Punched Deck P/T	Brown
1	18337	36" Tri Transfer Platform	Brown
1	18672	Slate Roof	Beige
1	18763	Nature Discovery Table - 36"	Green
2	19002	Single Gizmo Panel	Green

1	19007	Transfer system w/Barrier (3' Rise)	Brown
1	19045	Straight Crawl Tube (2 Deck Span)	Green
1	19046	Tunnel Up Climber	Green
1	19061	Wavy Tree (4'-6" & 5')	Burgandy
1	19081	Double Straight Zip Slide (5')	Green
1	19084	Ashiko	Green
1	19085	Djembe	Green
1	19092	Chain Link Climber (8')	Green
1	19126	7'-6" & 8' Zip Slide (Standard)	Green
1	19214	Rung Enclosure	Burgandy
1	19222	MegaRock	N/A
1	19243	Drivers Panel	Green
1	19287	River Rock Climber	N/A
1	19289	Two Piece Hex Deck	Brown
1	26077	Xcelerator	Burgandy
1	26081	Sky Wheels	Burgandy
2	26094	Triangular Shroud	Beige
1	26155	PT Cross Beam (Connect PT to Xscape)	Beige

PART 3 - EXECUTION

3.1 Installation by Vendor

The Village would like the installer to be certified by manufacturer and be familiar with the playground equipment being specified and should follow manufacturers' installation instructions.

The Village would like to see the installation of the play equipment be completed no later than November 1st, 2013.

END OF SECTION 3

SECTION 4
PLAYGROUND EQUIPMENT SPECIFICATIONS
GT Events Specifications
General System Specifications:

The uprights shall be factory drilled to ensure accurate placement of components and ease of installation. Field drilling and measuring are not required. GT Events are direct bolt products NOT a clamp system. All uprights shall receive factory installed aluminum post caps and shall be shipped with a factory applied label indicating proper surfacing level.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS
- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON POWERLOCK AND HARDWARE

Manufacturer shall be ISO 9001/2008 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-07ae1.

Climbers:

ROCKSCAPE ARCH

ROCKSCAPE ROTOMOLDED PIECES: Shall be manufactured from linear low-density polyethylene material. Polyethylene shall be linear low-density material with UV stabilized color and an anti-static compound additive. Rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D-1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

METAL COMPONENTS: The Long Footbuck Weld Assembly, Short Footbuck Weld Assembly, 22 1/2" Mounting Pipe, and 24" Mounting Pipe shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing. The Long Footbuck Post and Short Footbuck Post shall be fabricated from 2.375" O.D. x .13" Sch. 40 wall galvanized steel pipe, and formed .09" (12 gauge) hot rolled steel plate. The Round and Square Footbucks shall be fabricated from 2.375" O.D. x .13" Sch. 40 wall galvanized steel pipe and 3/16" hot rolled flat steel. The Footbuck Weld Assemblies, Mounting Pipes, Footbuck Posts, Round and Square Footbucks shall be all welded assemblies and shall be coated with a custom formula of TGIC polyester powder.

STEEL TUBING: All tubing used to manufacture components shall be an electrical resistance welded, cold rolled, high strength steel tubing. The exterior coating will consist of an in-line hot-dipped uniform zinc galvanizing, chromate conversion, and acrylic over-coating. The interior coating will consist of a special organic acrylic modified polyester.

POWDER COAT FINISH: Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a six stage bath system with an iron phosphate wash, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68). 2

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot dip galvanizing. NOTE: All weights are based on average comparisons of each part.

SPECIFICATIONS: GAMETIME has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

Motion:

WHIRLWIND SEAT (TILTED AND STRAIGHT)

WHIRLWIND RIDE SEAT: Shall be rotational molded from polyethylene. The polyethylene shall be linear low-density material with UV-stabilized color and an anti-

static compound additive. All rotational molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D-155); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

BEARING ASSEMBLY: Shall be an all welded assembly constructed of a 1/4" H.R. steel plate, and a hub machined from C.R. steel. Two bearings shall be press fit into the weld assembly.

POST WELD ASSEMBLY: Shall be an all welded assembly constructed of 2" SCH 40 galvanized steel pipe, 1/4" thick H.R. steel plate, and a shaft machined from H.R. steel.

FINISH: The assemblies shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

HARDWARE: All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel.

Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

SKY RUNNER (TILTED)

HANDHOLD ASSEMBLY: Shall be an all welded assembly constructed of formed 1-1/2" L.W. galvanized steel pipe (1.9" O.D.), formed 1" L.W. galvanized steel pipe (1.315" O.D.), 1.029" O.D. galvanized steel pipe, machined 5.500" O.D. x .500" wall D.O.M. MEC. tube, and 3/16" thick H.R. steel plate. Two bearings shall be press fit into the weld assembly.

UPRIGHT POST WELD ASSEMBLY: Shall be an all welded assembly constructed of 5" 7 gauge steel pipe, 1/4" thick H.R. steel plate, and a shaft machined from 2 3/4" O.D. C.R. black steel.

FINIAL: Shall be an all welded assembly fabricated with a 6" diameter 11 gauge H.R. steel ball, 3/16" thick H.R. steel plate, and 1.029" O.D. galvanized steel pipe.

FINISH: The assemblies shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

Swings:

BELT SEAT

Commercial Belt Seat - an extra piece of fluted rubber at the front and back of seat gives it a cushion bumper.

Seats shall be furnished with factory installed "S" Hooks.

CHAIN: (a) Material: 7/32" diameter steel wire. (b) Dimensions (inside for each link): 3/8" wide, 1-3/8" long. (c) Finish: Chain shall be hot dipped galvanized. (d) Type of construction: 4/0 welded link coil chain.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

ENCLOSED TOT SEAT

Fully Enclosed Seats shall be fabricated with .025" thick stainless steel inserts covered by a dark green colored EPDM rubber.

Seats shall be furnished with factory installed "S" Hooks.

CHAIN: (a) Material: 7/32" diameter steel wire. (b) Dimensions (inside for each link): 3/8" wide, 1-3/8" long. (c) Finish: Chain shall be hot dipped galvanized. (d) Type of construction: 4/0 welded link coil chain.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat

plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

PRIMETIME SWING

TOPRAIL AND ARCH: Shall be fabricated of 3-1/2" O.D. (13 Gauge) galvanized steel tubing. Arch includes a welded 3-1/8" O.D. galvanized steel sleeve to which the toprail is fastened. 4

FINISH: Shall be an electrostatically applied custom formula of TGIC polyester powder with baked finish. Specify color desired.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

TIRE SWING

ARCH UPRIGHT: Shall be fabricated from 5" outside diameter, 11 gauge (.120) galvanized round tubing. A socket shall be made of the same material shall be welded to the arch. The Arch assemble shall be coated with a custom formula of TGIC polyester powder after fabrication.

TOP RAIL ASSEMBLE: Shall be fabricated from 5" outside diameter, 11 gauge (.120) galvanized round tubing. A mounting plate shall be a formed piece of 1/4" hot rolled steel welded to the Top Rail. The Top Rail assemble shall be coated with a custom formula of TGIC polyester powder after fabrication.

TIRE RING FRAME: Shall be fabricated from 1 1/16" O.D. x .075 (15 gauge) wall galvanized steel tubing.

PLASTIC TIRE: Shall be an one-piece, double-wall rotationally molded linear low-density polyethylene. All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and

Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTMD-1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

END OF SECTION 4

SECTION 5

PrimeTime Specifications

General System Specifications:

PrimeTime® features 3 1/2" O.D. uprights with a positive bolt-through fastening system utilizing stainless steel tabs. The uprights shall be factory drilled to ensure accurate placement of components and ease of installation. Field drilling and measuring are not required. PrimeTime is a direct bolt system NOT a clamp system. All uprights shall receive factory installed aluminum post caps and shall be shipped with a factory applied label indicating proper surfacing level.

All decks and components shall connect to support posts by means of a through-bolt connection for strong, durable connections. Deck/Collar attachments shall not be acceptable. All climbing attachments shall include a 15" wide deck entry archway to control deck access to one child at a time and help prevent inadvertent falls.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PUNCHED STEEL DECKS, PIPES, RAILS, LOOPS AND RUNGS
- 15 YEAR LIMITED WARRANTY ON ROTOMOLDED POLYETHYLENE COMPONENTS
- LIFETIME LIMITED WARRANTY ON HARDWARE

Manufacturer shall be ISO 9001:2008 certified Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-07ae1.

GENERAL SPECIFICATIONS AND MATERIALS:

HARDWARE

All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. All primary stainless steel fasteners shall be Button Head Socket Caps.

GALVANNEAL COATING

All galvanneal coating shall meet or exceed the specifications of ASTM A-6530-CQ.

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a six stage bath system with an iron phosphate wash, as a rust inhibitor, and a sealer to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics.

Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 400 degrees Fahrenheit.

ROTATIONALLY MOLDED PRODUCTS

All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790);Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

STEEL TUBING

All tubing used to manufacture components shall be an electrical resistance welded, cold rolled, high strength steel tubing. The exterior coating will consist of an in line hot-dipped uniform zinc galvanizing, chromate conversion, and acrylic over-coating. The interior coating will consist of a special organic acrylic modified polyester.

ENTRY WAY

Entry Way shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing with 3/16" hot rolled steel formed and stamped mounting tabs. The Entry Way shall be an all welded assembly and shall be coated with a custom formula of TGIC polyester powder, after fabrication in conformance with the specifications outlined herein.

ENTRY ARCHWAY

Entry Archways shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing with vertical members fabricated of 1-1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing and 3/16" hot rolled steel formed and stamped mounting tabs. The Entry Archways shall be an all welded assembly and shall be coated with a custom formula of TGIC polyester powder, after fabrication in conformance with the specifications outlined herein.

GIZMO'S

The Wheel Housing, Window Housings and Cap shall be injection molded from color impregnated high density polyethylene. The Maze Bubble shall be injection molded from clear ABS plastic. The Echo Chamber, Answer Wheel, Knob, Maze, and Click Wheel shall be injection molded from color impregnated ABS plastic. The Bushing shall be injection molded Acetal. The Bubble Mirror shall be vacuumed formed of 3/16" thick polycarbonate with a mirror finish applied to the concave side. The Flat Mirror shall be 1/8" thick Polycarbonate with a mirror finish applied to one side. The Stained Glass shall be 3/16" translucent Polycarbonate.

UPRIGHTS AND UPRIGHT ACCESSORIES:

BOLT-THROUGH CONNECTION

Each PrimeTime/TotTime component is bolted directly into the upright post and designed to eliminate exposed hardware and protrusions. Minimum tensile strength of the connection shall be 45,000 psi, minimum yield strength shall be 22,000 psi. All necessary connectors shall be engineered, manufactured and factory installed as an integral part of the upright post. For added protection against corrosion, cold galvanizing shall be applied to the edges of each drilled hole.

UPRIGHTS

All upright posts shall have a finished grade line marking to indicate the correct playground safety surface level. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

UPRIGHTS - STEEL

Shall be 3.5" outside diameter, 13 gauge (.095") galvanized round tubing, manufactured to ASTM A-500 Section II tolerances from cold-formed steel conforming to ASTM A-569 Sheet Spec for Steel Coil. Minimum yield strength shall be 50,000 psi and minimum tensile strength shall be 55,000 psi.

The exterior surface is hot dip galvanized, chromate conversion coated, and a clear high performance organic polymer is applied. The inside diameter has 81% minimum zinc rich primer capable of providing excellent rust protection and fabrication characteristics. All coatings are applied inside and out after welding for superior corrosion protection throughout. Exterior surface galvanizing zinc purity is 99% as per ASTM B-6 high grade and special high grade. Galvanizing coverage shall demonstrate the ability to exceed 1000 hours salt spray corrosion exposure in accordance with ASTM B-117. Internal surface zinc rich 81% minimum zinc dust content in organic resin, as per ASTM F-1234, Section 5.2.4, Type D. All upright posts shall have a finished grade line marking to indicate the correct playground safety surface level. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

UPRIGHT CAPS

The standard upright cap shall be an aluminum cap, cast from a 383 alloy, powder coated to match the upright. Every upright cap shall be anodized for maximum protection. All upright caps are permanently installed at the factory using aluminum self-sealing rivets.

PUNCHED STEEL & COATED COMPONENTS:

PUNCHED STEEL DECKS

Punched steel decks shall be fabricated from 12 gauge punched steel with a protective p&o finish and other punched steel products shall be fabricated from 11 gauge punched steel with a protective p&o finish. Coated products shall consist of a welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". The PVC coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. The PVC coating shall contain pthalate levels in concentrations of 1/10 of 1% or lower. For ADA Ramp Accessible decks and ramps, the hole shall measure 1/4" diameter after coating. For standard decks and ramps, the hole size shall measure 1-1/4" diameter after coating.

DECKS - SQUARE

Shall have a minimum surface area of 1,286 square inches, maintaining a full 36" center to center spacing on the upright posts. The 36" square deck shall be fabricated from punched steel in conformance with the specifications outlined herein. The deck frame shall be fabricated from 3/16" x 2-1/2" hot rolled steel with corner supports fabricated from 1/4" x 2-1/2" hot rolled steel. Intermediate supports, fabricated from 1/8" x 1" hot rolled steel, shall be notched and welded at the intersections forming a support grid

underneath the entire deck surface. The deck shall be a one-piece welded assembly, coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating in accordance with the specifications herein. Each square deck shall be directly bolted to the upright posts with four 3/8" diameter button head cap screws in accordance with the hardware specifications herein.

DECKS - TRIANGULAR

Shall have a minimum surface area of 556 square inches, maintaining a full 36" center to center spacing on the upright posts. The 36" triangular deck shall be fabricated from punched steel in conformance with the specifications outlined herein. The deck frame shall be fabricated from 3/16" x 2-1/2" hot rolled steel with corner supports fabricated from 1/4" x 2-1/2" hot rolled steel. Intermediate supports, fabricated from 1/8" x 1" hot rolled steel, shall be welded at the intersections forming a support grid underneath the deck surface. The deck shall be a one-piece welded assembly, coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating in accordance with the specifications herein. Each triangular deck shall be directly bolted to the upright posts with three 3/8" diameter button head cap screws in accordance with the hardware specifications herein.

TRANSFER PLATFORM

Platform and step shall be made from 11 gauge punched steel metal in conformance with the specifications outlined herein. Platform and step shall each be a one-piece welded assembly. The platform frame shall be fabricated from 3/8" x 3-1/2" hot rolled steel. Handholds shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing with vertical members fabricated of 2" square x 3/16" wall steel tubing. The corner post assembly shall be fabricated from 2 3/8" O.D. x .095" (13 gauge) wall galvanized steel tubing with handholds made from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing. Both the corner post and the handholds shall be all-welded assemblies and shall be coated with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein, after fabrication. Step assembly frame shall be made from 10 gauge (.135" thick) hot rolled flat steel. The step assembly and corner post assembly can be installed on either the right or left side of the platform, offering installation flexibility

TRANSFER SYSTEM

The Steps shall be made from 11 gauge punched steel with a protective P&O finish in conformance with the specifications outlined herein. The Steps shall each be a one-piece welded assembly finished with the matte PVC coating per the specifications herein. Handrails and attachment rails shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing, with supports fabricated from 1-1/16" O.D. x 15 gauge

(.075" thick) galvanized steel tubing and 2" square x 3/16" wall steel tubing. Handholds and attachment rails shall be all-welded assemblies and shall be coated with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein, after fabrication.

DECKS - TWO PIECE HEX

Shall have a minimum surface area of 1,674 square inches, maintaining a full 36" center to center spacing on three sides between upright posts. The Two Piece Hex deck shall be fabricated in conformance with the punched steel specifications outlined herein. The Two Piece Hex deck corner supports shall be fabricated from 3/16" x 2-1/4" hot rolled steel. Intermediate supports, fabricated from 1/8" x 2-1/4" hot rolled steel, shall be notched and welded at the intersections forming a rigid support grid underneath the entire deck surface. The Two Piece Hex deck shall be a one-piece welded assembly, coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating in accordance with the specifications herein. The Two Piece Hex deck shall be directly bolted to the upright posts with six 3/8" diameter button-pin-in-head, hex socket cap screws in accordance with the hardware specifications herein.

ROOFS AND ARCHES:

SLATE / SHINGLE ROOF

The Slate and Shingle Roofs shall be one-piece, double-wall rotationally molded linear low-density polyethylene conforming to the specifications outlined herein

CLIMBERS:

WAVY TREE CLIMBER

Wavy Tree climber shall be a one-piece welded assembly with the center rail fabricated from 2-3/8" O.D. x .095" (13 gauge) wall galvanized steel tubing . The climbing rungs shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing. Mounting bracket shall be fabricated from 3/16" x 3-1/2" hot rolled flat steel with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

TUNNEL UP CLIMBER

ROTATIONALLY MOLDED TUNNEL UP CLIMBER TUBES, 26" INSIDE DIAMETER

The 26" I.D. x 1/4" nominal wall thickness tube and connecting panels shall be rotationally molded linear low-density polyethylene conforming to the roto-mold specifications

outlined herein. Tube sections shall be molded so that all hardware connections are on the outside of the tube

MEGAROCK CLIMBER

DECK EXTENSION:

The deck extension shall be fabricated in conformance with the punched steel specifications outlined herein. Filler tabs, fabricated from 1/8" x 2-1/2" hot rolled steel, shall be welded at the ends of the extension. The deck extension shall be a one-piece welded assembly, coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating in accordance with the specifications herein.

MEGAROCK CLIMBER:

Shall be color impregnated rotationally molded linear low density polyethylene conforming to the specifications outlined herein. The double wall part shall have a minimum wall thickness of 3/8". MegaRock shall pass a weight test with a static load of more than four thousand (4000) pounds. The climber is a spherical section that shall be bolted up singularly to a 5' high platform. MegaRock is an amorphously shaped structure resembling a multi-tiered mountain face with hundreds of different climbing paths to the peak. There is a molded-in handhold along the face of the structure. A funneling system incorporated into the top face deters users from straying too close to the edge, and "funnels" them towards the deck. The underside of the wall is a cave with a molded-in dinosaur fossil relief of an adolescent Albertosaurus. The texture of the top face and cave of MegaRock resembles actual rock and provides children with the tactile sensation of "being in the wild." The part shall be secured to the ground with footbuck supports. MegaRock is adapted to deck using a Deck Extension in accordance with the specifications herein. MegaRock shall include two Entry Way handholds in accordance with the specifications herein.

MegaRock Technical Specifications

Deck Height: 5'

Width-Peak: 48 7/8"

Width-Base: 114 5/8"

Plateaus: 17

of Climbing Paths: 100's

Molded-in Hand Holds: 1

- The design has been approved by an independent safety consultant
- One-piece rotationally molded design
- Flush mounts with deck via Deck Extension
- Authentic molded-in Albertosaurus fossil on cave portion (backside) of
- MegaRock provides children with another "play while you learn" activity
- Molded-in texture gives MegaRock a genuine rock-like feel

RIVER ROCK CLIMBER

The River Rock climber utilizes "rock formations" and "natural rock shaped handholds" to allow the user to ascend and descend at their level of ability. This climber can be mounted in two orientations with respect to the specific deck height (please refer installation document). Underside of the climber is provided with additional play activity where users can discover and learn about animals in river rock habitat. River Rock Climber shall be rotationally molded linear low-density polyethylene material and shall conform to the rotationally molded specifications outlined herein. The mounting bracket shall be fabricated of 1/4" x 1" hot rolled steel. All footbucks shall be fabricated with 1.315" O.D. X 0.083in. (14 gauge) wall galvanized steel tubing. The mounting bracket, enclosure, and foot buck assemblies shall be coated with a custom formula of TGIC polyester powder, after fabrication in conformance with the specifications outlined herein.

CRAWL TUBES:

ROTATIONALLY MOLDED CRAWL TUBES, 26" INSIDE DIAMETER

The 26" I.D. x 1/4" nominal wall thickness tube and connecting panels shall be rotationally molded linear low-density polyethylene conforming to the roto-mold specifications outlined herein. Tube sections shall be molded so that all hardware connections are on the outside of the tube

PANELS:

STEERING WHEEL

The plastic steering wheel shall be molded of a durable proprietary plastic. The steering wheel will withstand an impact of over 250 foot-pounds. The steering wheel is approximately 13-3/4" in diameter.

ASHIKO

The Ashiko is molded from a color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. The frame shall be an all welded steel structure and shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

DJEMBE

The Djembe is molded from a color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. The frame shall be an all welded steel structure and shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

SINGLE GIZMO PANEL

The Single Gizmo panel shall be 3" (bottom) and 4 7/16" (top) thick, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. Gizmo's shall conform to the Gizmo specifications outlined herein.

RUNG ENCLOSURE

The rung enclosure shall be fabricated of 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing. The vertical rungs shall be fabricated of 1-1/16" O.D. x .075" (15 gauge) wall galvanized steel tubing. The rung enclosure shall be an all welded assembly and shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.

SLIDES:

LITTLE FOOT SLIDE

The slide shall be constructed from 1/4" thick (nominal) material conforming to the rotationally molded products specification outlined herein. The slide shall be of one-piece double wall construction. The bedway width shall be 18-1/2", with a maximum width of 21-1/2" and an overall length of 62-3/4" (nominals). The exit region is sculptured to resemble a little foot with three toes and incorporates a molded-in pedestal for support. The Little Foot shall bolt to the deck and entrance panel with threaded inserts that are molded into the slide.

ZIP SLIDES (SINGLE & DOUBLE BEDWAY, AND RUMBLE & ROLL)

Zip Slides and hoods shall be color impregnated linear low-density polyethylene and shall conform to the rotationally molded specifications outlined herein with double wall construction molded to a minimum .25" wall thickness. Single bedway Zip Slides shall have a minimum inside bed width of 17.5" while double bedway Zip Slides shall have a minimum inside bed width of 16.5" on each bedway. Outside rails are at least 7" high when measured from the centerline of the bedway surface. The angle of descent shall be no greater than 5°. Each Zip Slide works in conjunction with a rotationally molded hood that has an integrated cross bar which force users to a seated position. The exit section of the bedway shall have a minimum 40" radius for a smooth transition from the slide chute to the run-out area. The run-out shall be angled at a maximum of 4° with an integrated drain at 5° to reduce pooling of water. Zip Slides bolt directly to the deck and to the slide hood.

UNDER DECK:

NATURE DISCOVERY TABLE

Nature Discovery Table Top: Shall be one piece construction manufactured from linear low-density polyethylene material and shall conform to the rotationally molded specifications outlined herein.

Nature Discovery Table Seat: Shall be one piece construction manufactured from linear low-density polyethylene material and shall conform to the rotationally molded specifications outlined herein.

The Nature Discovery Table Frame Weld Ass'y shall be fabricated from 3 ½" O.D. x .095" (13 gauge) wall galvanized pipe, 1-5/16" O.D. x .109" (12 gauge) wall, 1-5/16" O.D. x .083" (14 gauge) wall, 1-1/16" O.D. x .072" (15 gauge) wall galvanized steel tubing and 3/16" hot rolled flat steel.

The Seat Frame 36" Weld Ass'y and the **Seat Frame 45 1/2" Weld Ass'y** shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall, 1-1/16" O.D. x .072" (15 gauge) wall galvanized steel tubing and 3/16" stainless steel mounting tabs.

The Nature Discovery Table Frame Weld Ass'y, **Seat Frame 36" Weld Ass'y**, and the **Seat Frame 45 1/2" Weld Ass'y** shall be all welded assemblies and shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.

END OF SECTION 5

SECTION 6

Xscape Specifications

General System Specifications:

Xscape consists of Climbing Walls which utilize formed 3 ½” O. D. Galvanized Pipe Frames with a variety of different climbing inserts placed in the frames. These inserts include metal and High Density Polyethylene construction. The Links and Overheads consist of weldments, Roto-Mold and High Density Polyethylene elements for climbing and play. There are Circuits and Connectors which are welded assemblies allowing for multiple configurations.

The Freestanding Components construction is the same as listed above.

All components of this product have plates that bolt together to insure accurate placement of components and ease of installation. Field drilling and measuring are not required.

Manufacturer shall offer the following warranties on the materials and components of its system:

- LIFETIME LIMITED WARRANTY ON SUPPORT POSTS (UPRIGHTS)
- 15 YEAR LIMITED WARRANTY ON PIPES, RUNGS, RAILS AND LOOPS
- 15 YEAR LIMITED WARRANTY ON ROTATIONALLY MOLDED PRODUCTS
- LIFETIME LIMITED WARRANTY ON HARDWARE

Manufacturer shall be ISO 9001:2008 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-11.

GENERAL SPECIFICATIONS OF MATERIALS:

POWDER COAT FINISH

Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a six stage bath system with an iron phosphate wash, as a rust inhibitor, and a sealer to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics.

Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch

ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 400 degrees Fahrenheit.

TRIANGULAR SHROUD

The Triangular Shroud shall be molded from EPDM 90-Durometer.

OVERHEAD:

SKY WHEELS

The Sky Wheel top rail shall be fabricated from rolled 2 3/8" O.D. SCH 40 x .13" (10 gauge) galvanized steel tubing and a stainless steel notched axle. The mounting plate is constructed from 3/16" x 4 1/2" stainless steel. The top rail shall be an all welded assembly. The wheel shall be an all welded construction, which bolts to the top rail. The wheel is fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing, 1-1/16" O.D. x .072" (15 gauge) galvanized steel tube braces, cold rolled steel hub, and 1 1/2" bushing. The top rail and wheel shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.

ATTACHMENTS:

XCELERATOR

The Xcelerator shall be a tilted carriage that rotates about an axis. The Carriage shall be an all welded assembly fabricated from 2 3/8" O.D. x .095" (13 gauge) galvanized tubing, 2 3/8" O.D. x .165" (8 gauge) galvanized tubing with 2 3/8" O.D. hot rolled galvanized pipe cap, 1 1/2" O.D. x .065" (16 gauge) galvanized tubing, 1-5/16" O.D. x .083" (14 gauge), 2" square x .12" (11 gauge) hot rolled black steel tubing with 1/8" x 2" square tubing cap, and 2" O.D. hot rolled steel shaft. The Top Bar shall be an all welded assembly fabricated from 2 3/8" O.D. x .095" (13 gauge), 2 3/8" O.D. SCH 40 x .013" (10 gauge), 5" O.D. x 3/16" hot rolled steel flange, and 3/16" stainless steel tab. The Footbuck shall be an all welded assembly fabricated from 2 3/8" O.D. SCH 40 x .13" (10 gauge) galvanized tubing, 2" O.D. cold rolled steel ball, and 3/16" stainless steel tab. The bearing assembly consists of 2" O.D. oil impregnated bronze ball cup and 3/8" x 2" hot rolled flat steel sink plate. The Xcelerator Frame shall be an all welded assembly fabricated from rolled 3 1/2" O.D. 13 gauge (.095") galvanized steel tubing, 2 3/8" O.D. SCH 40 x .13" (10 gauge) galvanized steel tubing, 2 3/8" O.D. x .095" (13 gauge) galvanized steel tubing, 3/16" cold rolled steel gussets, and 3/16" stainless steel tabs. The Carriage, Top Bar, Footbuck, and Xcelerator Frame shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications

outlined herein, after fabrication. The Single Post Topper shall be molded from EPDM 70-Durometer.

CONNECTOR CROSSBEAMS 2 TO 5:

PT SINGLE LINK CROSS BEAM

The PrimeTime Single Link Crossbeam shall be fabricated from 2 3/8" O.D. x .095" (13 gauge) galvanized pipe, 3/16" flat stainless steel mounting tabs, and 3/16" x 4 1/2" stainless steel mounting plates. The PrimeTime Single Link Crossbeam shall be an all welded assembly and shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.

END OF SECTION 6

