



Happy Playgrounds
Play, World, Play!

Cherry Creek Park

RFP 2122-33

Option #2

Norman, OK

8601 S. Oxford Ave.

Tulsa, OK 74137

918-851-9518

kelli.collins@happyplaygrounds.com

www.happyplaygrounds.com

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. **Non-Collusion Affidavit**

STATE OF Oklahoma)

COUNTY OF Tulsa)

Kelli Collins, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, of any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

SIGNED: Kelli Collins

Subscribed and sworn to before me this 17th day of December 2021.

Brian J. Collins

Notary Public

My Commission Expires:

7/9/2022



B. Business Relationships Affidavit

STATE OF Oklahoma)

COUNTY OF Tulsa)

Kelli Collins, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

N/A

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

N/A

(If none of the business relationships herein above mentioned exist, affiant should so state.)

Subscribed and sworn to before me this 17th day of December 2021

Brian J. Collins
Notary Public

My Commission Expires:

7/9/2022



CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:


- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment notices to be provided by the City Clerk of the City of Norman setting forth provisions in this section.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clause and agree to abide by its requirements.



Contractor

ATTEST:



SECRETARY

FALSE INFORMATION AFFIDAVIT

STATE OF Oklahoma)
) SS:
COUNTY OF Tulsa)

Kelli Collins, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm/Company of Happy Playgrounds, LLC to submit the above Contract to the City of Norman, Oklahoma.

This affidavit further states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the City.

Kelli Collins
Contractor

Subscribed and sworn to before me this 17th day of December, 2021.

Brian J. Collins
Notary Public

My Commission Expires: 7/9/2022
Commission Number: 18006823



PAGE 1 OF 3 (RFP 2122-33)
BID PROPOSAL

DATE: 12/21/2021

PROJECT: Cherry Creek Park Playground

Proposal From: Happy Playgrounds, LLC

Company Name (Printed)

8601 S. Oxford Ave, Tulsa, OK 74137

Company Address (Printed)

LOCATION: Cherry Creek Park // 530 West Stone Well Drive // Norman, Oklahoma

Proposal of Happy Playgrounds, LLC

Ltd Liability Company

(hereinafter called "Bidder") a ~~corporation/partnership/an individual~~ (strike out inapplicable terms) doing business in the state of Oklahoma

To: The City of Norman, Oklahoma

Gentlemen:

The undersigned, as the Bidder, declares that before preparing his/her bid, (s)he read carefully the instructions to bidders, the Request For Proposals, examined the form of the contract and the several bonds and the information blanks to be submitted, and that (s)he is familiar with all the provisions of the same and with all the requirements of the complete contract to be entered into and bonds to be executed; that (s)he has carefully examined the specifications for the proposed work on file with the City Controller and Director of Parks and Recreation, that (s)he has visited the site of the work, has examined carefully all local conditions, has informed himself/herself by his/her independent research and soundings of all the difficulties to be encountered, has judged for himself/herself of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity and quality of the plant work, and materials required or to be encountered, and with full knowledge of all specifications and estimates and all provisions of the contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if his/her proposal is accepted, (s)he will enter into a contract with the City of Norman, within ten (10) days after the acceptance of his/her bid, for the furnishing of all necessary equipment (including rentals), tools, all work necessary to erect, construct and install the structure and appurtenances complete in place in the manner and under conditions required by the contract and by the specifications therefore, on file in the Office of the City Controller and Director of Parks and Recreation, Norman, Oklahoma for the following amounts:

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract and bonds for the project within ten (10) days.

PAGE 2 OF 3 (RFP 2122-33)
BID PROPOSAL

Total price for the base bid is as follows:

BID PROPOSAL

SECTION 1: CHERRY CREEK PARK PLAYGROUND

<u>Item Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit \$</u>	<u>Total Cost</u>
1. Design and installation of the equipment listed in item #6 of the RFP 2122-33; including synthetic turf safety surfacing as described in item #3 of RFP 2122-33.	1	L.S.	\$ <u>200,000.00</u>	\$ <u>200,000.00</u>

Total Base Proposal \$ 200,000.00

Total Base Proposal in words: \$ Two hundred thousand dollars and no cents

PAGE 3 OF 3 (RFP 2122-33)
BID PROPOSAL

The Contractor hereby agrees to commence work within ten (10) days following issuance of a written NOTICE-TO-PROCEED from the Project Manager and to complete same within ninety (90) consecutive calendar days.

STATE OF Oklahoma)

COUNTY OF Tulsa)

Kelli Collins of lawful age, being first duly sworn, upon his/her oath deposes and says: That (s)he executed the accompanying proposal on behalf of the bidder therein named for the construction of the above improvement in the City of Norman, Oklahoma, and that (s)he had lawful authority to do so and said bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such proposal or proposals, the paying to anyone any money for promotion to any bidder or bidders or other persons of any part of the contract or any part of the subject matter the proposal or proposals of the profits thereof, and that (s)he has not and will not divulge the sealed proposal on such public improvements to any persons whatsoever, except those having partnership or other financial interest with him/her in said proposal or proposals, until after the said sealed proposal or proposals are opened.

SIGNED: Kelli Collins

COMPAY NAME: Happy Playgrounds, LLC

COMPNAY ADDRESS: 8601 S. Oxford Ave.
Tulsa, OK 74137

Incorporated under the laws of:

Oklahoma
State

Subscribed and sworn to before me, a Notary Public, in and for the State of Oklahoma,
County of Tulsa this 17th day of December, 2021.

Brian J. Collins
Notary Public

My Commission Expires: 7/9/2022

Commission Number 18006823





Cherry Creek
Park (Option 2)

HP121621-2

Sales Representative




Happy Playgrounds
Play, World, Play!

Equipment Manufacturer



PLAYWORLD
The world needs play.

POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	ECO-ARMOR
 Teal	 Cyan	 Lime-Sand	 Gray
 Orange	 Lime		



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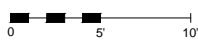
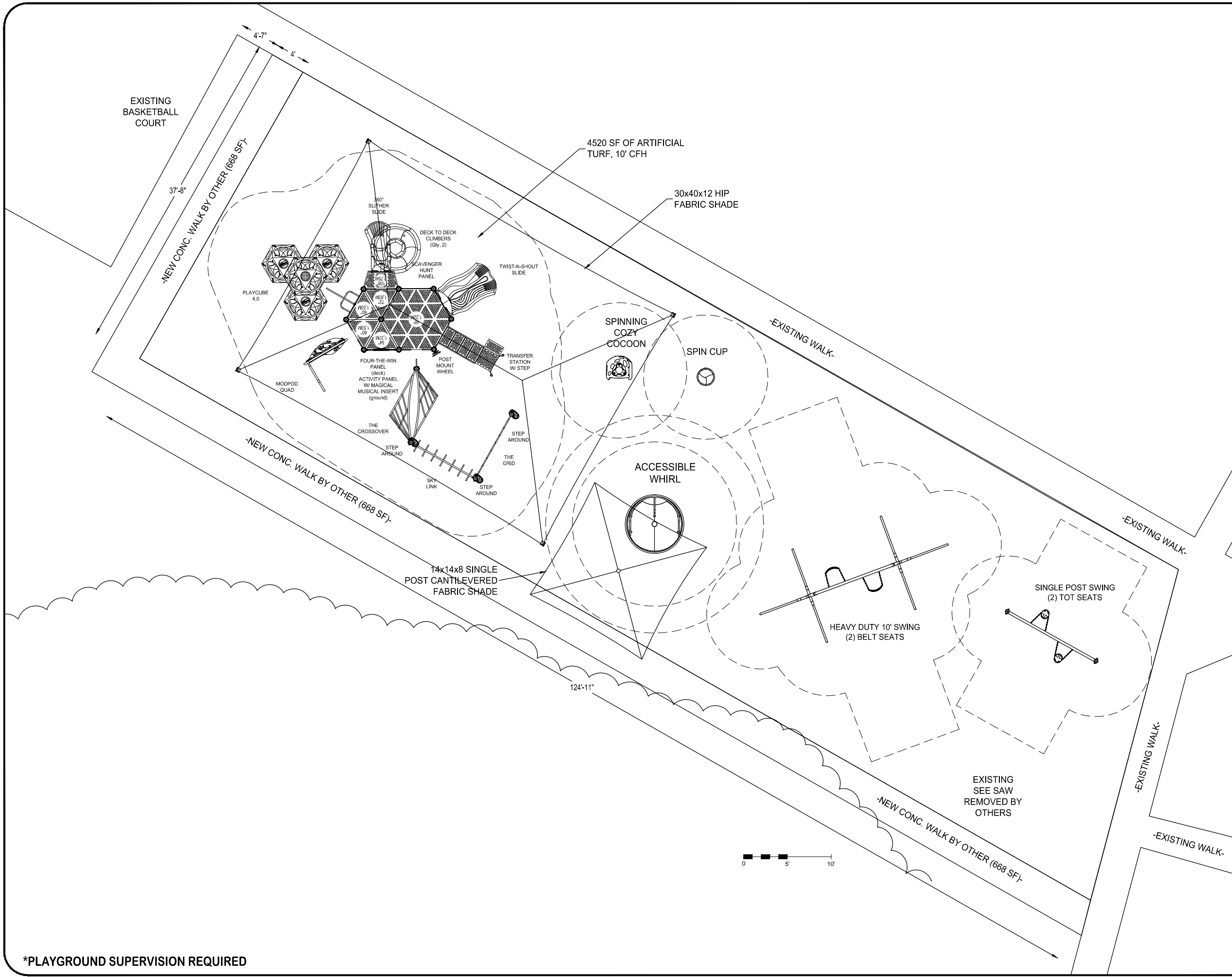


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Equipment Manufacturer



PLAYWORLD
The world needs play.



*PLAYGROUND SUPERVISION REQUIRED



Happy Playgrounds
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HappyPlaygrounds.com 918.851.9518

EQUIPMENT SIZE:

-

USE ZONE:

-

AREA:
SEE PLAN

PERIMETER:

FALL HEIGHT:
10FT

USER CAPACITY:
87

AGE GROUP:
5-12

ADA SCHEDULE	Total Elevated Play Activities: 8		
	Total Ground-Level Play Activities: 14		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	4	3	3
Provided	7	14	4


✓ ASTM F1487-17
✓ CPSC #325




PROJECT NO: HP121621-2	SCALE: 3/32"=1'-0"
DRAWN BY: TKA	Paper Size B
DATE: 12-17-21	

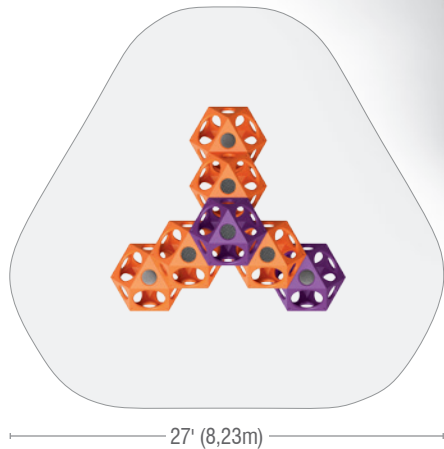
CHERRY CREEK PARK - OPTION 2
NORMAN, OK


Seedpod? Submarine? Time machine?
With simple, yet fascinating form,
PlayCubes can be all the above.

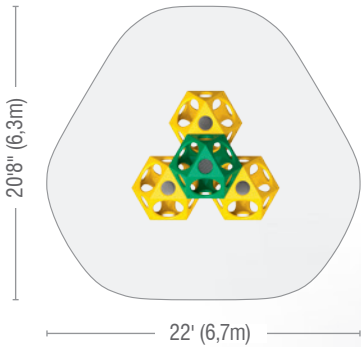
 See more views and info at [Playworld.com/PlayCubes](https://playworld.com/playcubes)




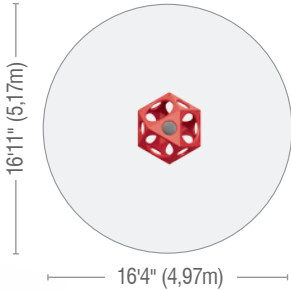
PlayCubes 7.0 Ages 5–12 
A captivating form and a unique, immersive play experience. This seven-cube design encourages traversing, interaction, and invented games.



PlayCubes 4.0 Ages 5–12 
Bring sculptural artistry and free play almost anywhere with a four-cube design that delivers concentrated play value in an efficient footprint.



PlayCubes 1.0 Ages 2–12 
Turn the smallest spaces into an invitation to imagine, climb, meet, hide, or relax. Refresh a playground or bring play to unexpected places—one PlayCube at a time!



Accessible Whirl



Features

Put kids of all abilities on the same level to enjoy the dizzying action.

This modified traditional whirl provides a more accessible motion activity for kids of all ages and ability levels. Built flush with the ground, it allows up to two people with wheelchairs to board quickly and easily without having to transfer from their seat. The surface-level design and bright yellow contrast band around the edge also aids those with visual disabilities in safely boarding. A small seat offers extra physical support for kids or caregivers who prefer to sit, while sloping handrails enable users of different heights to hold on tight. With room for up to nine people in total, this spinner brings everyone together to experience a thrilling centripetal sensation.

Materials:

Hand Rail – 1.66 Dia. 14 gauge powder coated steel

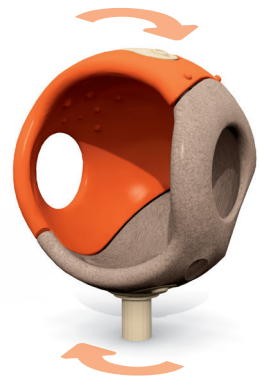
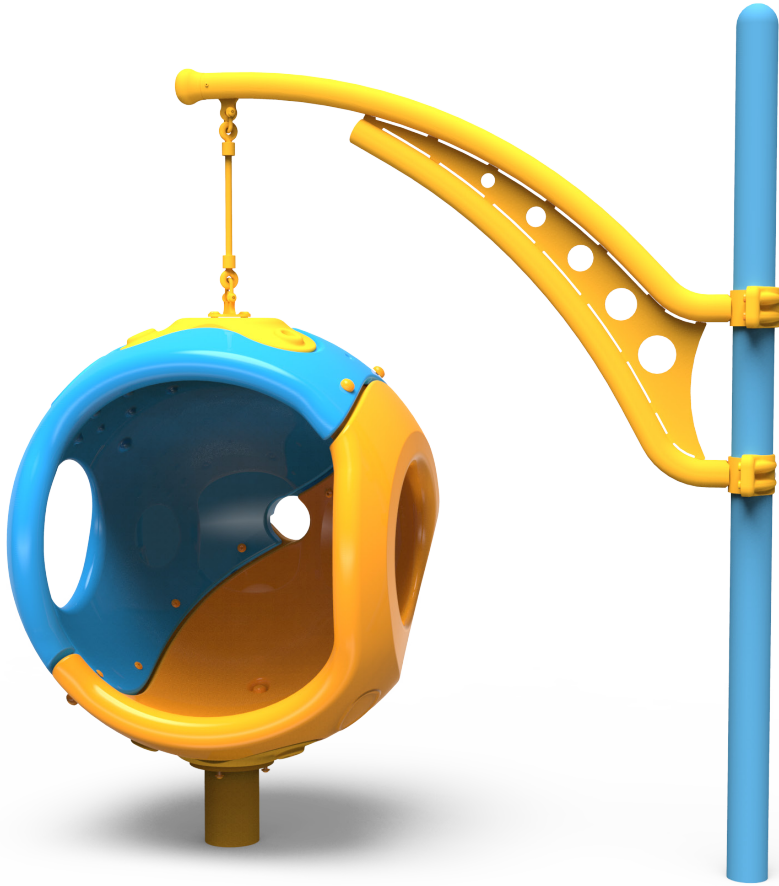
Decking – 14 gauge perf steel coated

Seat – 3/4" slip resistant HDPE

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity	Install Hours	Weight
Accessible Whirl	ZZXX1158	2-12	24' 8" Diameter (7,5m Diameter)	6' 8" x 2' 8" 2,0m x 0,8m	ASTM (15") CSA (31.9")	1	9	10	617 lbs (280 kg)
Accessible Whirl - surface mount	ZZXX1158S	2-12	24' 8" Diameter (7,5m Diameter)	6' 8" x 2' 8" 2,0m x 0,8m	ASTM (15") CSA (31.9")	1	9	10	617 lbs (280 kg)

*CSA and EN compliant versions available. See your Playworld representative for more information.

Cozy Cocoon™



Freestanding Option

Features

Cozy on up to this inclusive sensory escape.

Every kid wants to get away from the action once in a while. Cozy Cocoon is a comfortable place where up to three children (or a child and parent) can retreat to and just hang out or spin the day away. Especially designed for kids on the autism spectrum, this little pod provides a sense of enclosure for children who are overstimulated, while still allowing for easy caregiver supervision through several windows. Interior textures and molded-in features offer a calming activity that encourages imagination and exploration. Cozy Cocoon is available as a stationary component that attaches to your Playmakers® or Challengers® structure via a 6' (1,83m) arm, or as a spinning, freestanding play event.

Materials:

Steel Frame – 2.38" OD 12 gauge galvanized steel tubing, 7 gauge steel plate

Post – 5.00" OD 11 gauge galvanized steel tubing, 3/8" steel plate

Plastic – Double wall rotationally molded LLDPE (linear low density polyethylene)

Rope – Internal four-stranded galvanized steel cables, external polyester yarn stranded rope

Clamps – 535 Almag Aluminum

Hardware – 18-8 grade stainless steel that requires tooling to install or remove

Coating – Super durable polyester powder coat electrostatically applied at a thickness of 2-5mils

Scavenger Hunt Panel



Front



Back



Cast aluminum icon (carrot)

Find the hidden objects.

Children will race to be the first to discover hidden objects throughout your playground. The hidden objects are ten cast aluminum icons in fun shapes that can be installed on any post on your playground. The Scavenger Hunt panel shows these ten familiar shapes for children to discover.

- The ten cast aluminum icons are powder-coated in bright, super durable colors, in familiar shapes (apple, frog, star, flower, pickle, clock, carrot, butterfly, fish and a smiley face.)
- To keep the challenge fresh, the icons can be swapped between their locations using new rivets and the pop rivet tool that is included FREE with your order.
- Promotes shape recognition and cognitive thinking in children ages 2-12 years old.
- Choose one two-color plastic for the panel.

Cherry Creek Park - Option 2

Design Number: HP121621-2 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Posts			
1	ZZPM0026	5in OD X 132in STEEL POST W/ RIVETED CAP	4
2	ZZPM0036GZ	5in OD X 144in STEEL POST (GROUND ZERO)	3
3	ZZPM0046	5in OD X 156in STEEL POST W/ RIVETED CAP	3
4	ZZPM0128	5in OD x 192in STEEL POST W/RIVETED CAP	2
Decks & Kick Plates			
5	ZZPM0617	TRIANGULAR COATED DECK ASSEMBLY	4
6	ZZPM0619	HEX COATED DECK ASSEMBLY	1
7	ZZPM2530	12in DECK TO DECK KICK PLATE	1
8	ZZUN2290	COATED DECK TO DECK CONNECTION KIT	1
ADA Items			
9	ZZPM2027	TRANSFER STATION (48in DECK)	1
10	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides			
11	ZZPM2727	TWIST AND SHOUT (48in DECK)	1
12	ZZPM3216	SLITHER SLIDE 2.0 BALCONY ENTRY/EXIT	1
13	ZZUN3207	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	1
14	ZZUN3217	SLITHER SLIDE 2.0 (RIGHT 120° SECTION)	3
15	ZZUN3247	SLITHER SLIDE 2.0 SUPPORT LEG 5ft-6in	1
16	ZZUN3256	SLITHER SLIDE 2.0 SUPPORT LEG 2ft-6in	1
Activity Panels			
17	ZZPM4290	STEERING WHEEL (POST MOUNT)	1
18	ZZPM4546	SCAVENGER HUNT (DECK LEVEL)	1
19	ZZPM4671	PM PANEL FRAME- DECK LEVEL	1
20	ZZPM4672	PM PANEL FRAME- GROUND LEVEL	1
21	ZZUN4676	FOUR-THE-WIN INSERT	1
22	ZZUN4679	MAGICAL MUSIC INSERT	1
Barriers			
23	ZZPM4288	ACCESS GATE	2
Climbers			
24	ZZPM6190	24in DECK TO DECK CLIMBER	1
25	ZZPM6210	36in DECK TO DECK CLIMBER	1
26	ZZPM8939	TRANSITION CLIMBER- PLAYMAKER	1
27	ZZUN6840	MODPODS QUAD- VERTICAL	1
28	ZZUN8727	PLAYCUBE- GROUND LEVEL	3
29	ZZUN8747	PLAYCUBES- ABOVE GROUND- 3 SIDED CONNECTION	1
Ground Zero Climbers			
30	ZZPM0297	POST W/ LADDER CLIMBER (36in OR 48in DECK)	1
31	ZZPM8408	THE GRID	1
32	ZZPM9087	THE CROSSOVER	1
GroundZero Overhead Events			
33	ZZPM8450	THE SKY LINK	1
Balance			



Cherry Creek Park - Option 2

Design Number: HP121621-2 - Bill Of Material

Ref. No.	Part No.	Description	Quantity
34	ZZPM0149	STEP AROUND	3
Additional Tool & Maintenance Kits			
35	ZZUN1471	INSTALLER HARDWARE KIT	1
36	ZZUN9910	SURFACING WARNING LABEL KIT	2
37	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1
38	ZZUN9936	MAINTENANCE BOOK	1
39	ZZXXGNGUID	GENERAL INSTALLERS GUIDE	2

Cherry Creek Park - Option 2

Design Number: HP121621-2 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZPSH051	1	HIP 30X40X12- IN-GROUND POST	N/A	1,806.00			2,697	0	0.00	0.00	0
2	ZZPSP022	1	SINGLE POST CANTILEVER 14X14X8 - RECESSED BASE PLATE	N/A	1,050.00			TBD	0	0.00	0.00	0
3	ZZXX0065	1	SPIN CUP	Certified	57.21			301	1	2.00	0.12	1
4	ZZXX0261	2	BELT SEAT W/SILVER SHIELD 10ft TOP RAIL	Certified	21.20			123	2	0.50	0.00	2
5	ZZXX0265	2	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	Certified	22.62			179	2	0.50	0.00	2
6	ZZXX0483	1	COZY COCOON - SPINNING	Certified	132.00			834	3	1.50	0.13	1
7	ZZXX0818	1	8ft SINGLE POST SWING ASSEMBLY	N/A	257.68			159	0	2.00	0.24	0
8	ZZXX0830	1	10ft 2-UNIT HEAVY DUTY SWING	N/A	348.52			78	0	3.50	0.78	0
9	ZZXX1158	1	ACCESSIBLE WHIRL	Certified	994.24			5,686	9	6.50	0.47	1
10	ZZPM0026	4	5in OD X 132in STEEL POST W/ RIVETED CAP	Certified	296.84			434	0	4.00	0.48	0
11	ZZPM0036GZ	3	5in OD X 144in STEEL POST (GROUND ZERO)	Certified	241.23			352	0	4.50	0.54	0
12	ZZPM0046	3	5in OD X 156in STEEL POST W/ RIVETED CAP	Certified	263.13			379	0	3.00	0.39	0
13	ZZPM0128	2	5in OD x 192in STEEL POST W/RIVETED CAP	Certified	212.62			307	0	2.00	0.24	0
14	ZZPM0617	4	TRIANGULAR COATED DECK ASSEMBLY	Certified	185.60			677	8	4.00	0.00	0
15	ZZPM0619	1	HEX COATED DECK ASSEMBLY	Certified	228.72			638	8	2.00	0.00	0
16	ZZPM2530	1	12in DECK TO DECK KICK PLATE	Certified	11.95			20	0	0.25	0.00	0
17	ZZUN2290	1	COATED DECK TO DECK CONNECTION KIT	Certified	0.29			4	0	0.50	0.00	0
18	ZZPM2027	1	TRANSFER STATION (48in DECK)	Certified	287.44			567	3	2.00	0.09	0
19	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83			72	1	1.00	0.04	0
20	ZZPM2727	1	TWIST AND SHOUT (48in DECK)	Certified	185.20			662	4	3.00	0.06	1
21	ZZPM3216	1	SLITHER SLIDE 2.0 BALCONY ENTRY/EXIT	Certified	166.60			648	2	2.50	0.03	1
22	ZZUN3207	1	SLITHER SLIDE 2.0 (STRAIGHT SECTION)	Certified	19.59			128	0	0.25	0.00	0
23	ZZUN3217	3	SLITHER SLIDE 2.0 (RIGHT 120° SECTION)	Certified	125.04			695	0	0.75	0.00	0
24	ZZUN3247	1	SLITHER SLIDE 2.0 SUPPORT LEG 5ft-6in	Certified	19.41			70	0	0.25	0.03	0



Cherry Creek Park - Option 2

Design Number: HP121621-2 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
25	ZZUN3256	1	SLITHER SLIDE 2.0 SUPPORT LEG 2ft-6in	Certified	12.81			59	0	0.25	0.03	0
26	ZZPM4290	1	STEERING WHEEL (POST MOUNT)	Certified	8.67			47	1	0.25	0.00	1
27	ZZPM4546	1	SCAVENGER HUNT (DECK LEVEL)	Certified	52.85			568	3	2.00	0.00	1
28	ZZPM4671	1	PM PANEL FRAME- DECK LEVEL	Certified	46.46			205	0	1.00	0.00	0
29	ZZPM4672	1	PM PANEL FRAME- GROUND LEVEL	Certified	47.44			235	0	1.00	0.00	0
30	ZZUN4676	1	FOUR-THE-WIN INSERT	Certified	15.08			278	2	0.25	0.00	1
31	ZZUN4679	1	MAGICAL MUSIC INSERT	Certified	23.11			941	2	0.25	0.00	1
32	ZZPM4288	2	ACCESS GATE	Certified	68.76			183	0	1.00	0.00	0
33	ZZPM6190	1	24in DECK TO DECK CLIMBER	Certified	64.56			178	1	1.00	0.00	1
34	ZZPM6210	1	36in DECK TO DECK CLIMBER	Certified	81.88			200	1	1.00	0.00	1
35	ZZPM8939	1	TRANSITION CLIMBER- PLAYMAKER	Certified	60.14			233	2	2.50	0.00	1
36	ZZUN6840	1	MODPODS QUAD- VERTICAL	Certified	324.09			416	4	3.00	0.39	1
37	ZZUN8727	3	PLAYCUBE- GROUND LEVEL	Certified	454.86			1,287	12	4.50	0.36	3
38	ZZUN8747	1	PLAYCUBES- ABOVE GROUND- 3 SIDED CONNECTION	Certified	99.58			375	3	1.50	0.00	1
39	ZZPM0297	1	POST W/ LADDER CLIMBER (36in OR 48in DECK)	Certified	74.81			131	1	0.50	0.13	1
40	ZZPM8408	1	THE GRID	Certified	107.63			231	3	0.75	0.00	1
41	ZZPM9087	1	THE CROSSOVER	Certified	192.52			404	4	1.50	0.06	1
42	ZZPM8450	1	THE SKY LINK	Certified	55.09			129	2	0.50	0.00	1
43	ZZPM0149	3	STEP AROUND	Certified	25.17			405	3	1.50	0.00	3
44	ZZUN1471	1	INSTALLER HARDWARE KIT	N/A				57				
45	ZZUN9910	2	SURFACING WARNING LABEL KIT	Certified	0.10			1	0	0.50	0.00	0
46	ZZUN9930	1	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	N/A				90				
47	ZZUN9936	1	MAINTENANCE BOOK	N/A	1.00			TBD	0	0.25	0.00	0
48	ZZXXGNGUIC	2	GENERAL INSTALLERS GUIDE	N/A				1				
Totals:					8,785.57	1,237	2,550	22,365	87	71.50	4.61	28



Cherry Creek Park - Option 2

Design Number: HP121621-2 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre- Consumer Recycled Content (lbs)	Post- Consumer Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
					3,953.51 Kg	557 Kg	1,148 Kg	22	Metric Tons		3.50 m3	

Cherry Creek Park - Option 2

Design Number: HP121621-2 - Compliance and Technical Data

Reference Document: ASTM F1487

Ref.	Unit	Total	Pre-Consumer	Post-Consumer	CO2e		Install	Concrete	Active
No. Part No.	ASTM	Weight	Recycled	Content	Footprint	Users	Hours	(Yds3)	Play
Qty. Description	Status	(lbs)	(lbs)		(kgs)				Events

ASTM F1487

The lay-out for this custom playscape, design number HP121621-2, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.



Playmakers® General Specifications

For comprehensive material information, See General Specification sheet.

G1 Material

All materials shall have a demonstrated record of durability in the playground or similar outdoor setting. All metals shall be painted, galvanized, or otherwise treated to prevent rust. Black steel is not acceptable.

G2 Hardware

All required hardware for assembly of the structure shall be included. All fasteners shall be yellow zinc di-chromate plated steel or 18-8 grade stainless steel (300 series). Capped lock nuts, which cover bolts ends, shall be included. Tamper-resistant hardware is utilized on principle clamping mechanisms. Special tools are provided for assembly and maintenance. Clamp connection disassembly and use of drive rivets eliminates slippage. Physical locking devices are used on all exposed and accessible connection points, such as lock nuts. A nylon thread-locking patch is applied to certain hardware. Liquid threadlock is also used to hinder fastener removal.

G3 Die Cast Clamps

Clamps shall be die cast of high strength 380 aluminum alloy. Tenzalloy (40-E, 315.0) is not acceptable as a load bearing clamp material. Ultimate tensile strength shall be 47 ksi. Die casting operation shall be quality sampled every hour. Clamps shall be provided as hinged assemblies to facilitate structure assembly. Unique s-lap design eliminates all string entanglement points at connection. Single bolt-fastening system with built-in threads to eliminate t-nuts and simplify installation. Clamps are to be permanently fastened to the support post with a drive rivet to eliminate disassembly and slippage. Doublebanded design provides the highest clamping pressure around the entire clamp. Finished with a shot blast and baked on Super Durable Polyester Powder Coating. ASTM Specifications: B-85 (see section G7). Two-piece clamps or clamping devices that use a "bolt through" design are not acceptable.

G4 Rotationally Molded Plastic Parts

shall be rotationally molded from color-compounded, first quality, linear low density, Exxon CP-812 polyethylene. Dry-blended resins are not acceptable. Color-compounded polyethylene is stronger than dry blended resins providing better-bonded strength with greater surface contact. Compounded color provides superior colorfastness, UV resistance, and impact resistance with solid color molecules. Polyethylene shall be ultraviolet (UV) stabilized to UV-8 and have anti-static additives. Cross-sectional design shall be .25" (6 mm) nominal thickness,

double wall construction. ASTM Specifications: D-1238 (Melt Index), D-1505 (Material Density),

D-638 (Tensile Strength), D-648 (Heat Distortion Temperature) D-790 (Flexural Modulus), D-1693 (Environmental Stress Crack Resistance), D-2565 (Ultraviolet).

G5 Sheet Plastic Parts

Shall be 3/4" thick, high density polyethylene formulated for UV stability and color retention. Sheet plastic shall be extruded meeting ASTM D1505 having a density of .933 G/cc. Plastic shall meet ASTM D636 having a tensile strength of 2400 psi. After machining process, all edges shall be free of burrs and/ or sharp edges and points.

G6 Tubing

Steel Tubing

Tubing shall be cold rolled, electric resistance welded tubing. Tubing shall be triple coated for maximum exterior protection: Hot-dipped Flo-Coat® uniform zinc galvanized coating. Chromate conversion coating. Clear polymer coating. Tubing shall have a corrosion resistant zinc-rich paint interior coating.

ASTM Specifications: A-135, A-500, A-513, E-8.

5" outside diameter x 11ga. tubing (Posts)

Tensile strength shall be 55,000 psi.

Yield strength shall be 50,000 psi.

1.029" outside diameter x 14 ga. tubing

Tensile strength shall be 55,000 psi.

Yield strength shall be 50,000 psi.

1.315" outside diameter x 14 ga. tubing

Tensile strength shall be 75,000 psi.

Yield strength shall be 60,000 psi.

2.375" outside diameter x 12 ga. tubing

Tensile strength shall be 75,000 psi.

Yield strength shall be 60,000 psi.

Aluminum Tubing (Posts)

Shall be extruded 6061-T6 extruded seamless aluminum tubing.

ASTM Specifications: A-315, A-500, A-513, B-221, QQ-A-200/8, E-8. Tubing shall be 5" outside diameter x .125 wall thickness tubing. Tensile strength shall be 38 ksi. Yield strength shall be 35 ksi.

G8 Epoxy/Polyester Primer

Epoxy/Polyester Primer is a powder coating which is electrostatically applied at a thickness of .002"-.005" (2 to 5 mils). It produces a finish having a "tooth", which readily accepts the following coating of Super Durable Polyester Powder. This primer coating adds an additional level of protection, which is resistant to abrasion, corrosion, and mechanical damage. All components shall be free of excess weld and weld spalls. All edges to be eased by tumbling or other manner to eliminate a sharp edge. After fabrication, all weld joints are thoroughly cleaned using a chipping hammer and wire brush to remove all weld slag from the weld joint. Prior to finishing, components shall be cleaned with a three-stage alkaline bath, and an ECLPS 2400 sealer for adhesion and rust inhibitor during the preparation process.

Components are thoroughly dried before being coated with the Epoxy/Polyester Primer powder, and are set cured at temperatures between 375° and 400° F (190° and 204° C) through an infrared oven prior to being top coated with Super Durable Polyester Powder Coating finish.

G8 Super Durable Polyester Powder Coat Finish

Powder coating is electrostatically applied at a thickness of .002" - .005" (2 to 5 mils). Powder coating produces a highly decorative finish having a hard, smooth surface, which is resistant to abrasion, corrosion, and mechanical damage. All galvanized tubing has a factory-applied clear acrylic polymer coating. All components shall be free of excess weld and weld spalls. After fabrication all weld joints are to thoroughly cleaned using a chipping hammer and wire brush to remove all weld slag from weld joint. Prior to finishing, components shall be cleaned with a three-stage alkaline bath and a ECLPS 2400 sealer for adhesion and rust inhibitor during the preparation process. Components are thoroughly dried before being coated with Super Durable TGIC Polyester Powder and are cured at temperatures between 375° and 400° F. Epoxy or hybrid paints are not acceptable.

Finish quality conforms to ASTM Specifications: B-117 (Salt Spray Resistance Test), D-2794 (Impact Resistance Test), D-1734 (Mandrel Flexibility Test), D-2247 (Humidity Resistance Test), D-822 (Weatherability Test), D-3363 (Pencil Hardness Test), D-3359-B (Crosshatch Adhesion Test), and D-2454 (Overbake Resistance Test) D-522 (Conical Mandrel), D-523 (Gloss - 60°). Standard durability of polyester powder coatings typically retain 80% of their original gloss after 1 year, and 50% of their original gloss after 18 months of Florida outdoor exposure. Super Durable Polyester Powder Coatings typically retain 90% of their original gloss after 1 year, and 50% of their original gloss after five years of Florida outdoor exposure. Expect super durable colors to retain 80% of their gloss after 2 years of outdoor exposure. These coatings are also shaded with high grade, light stable pigments and will shift less than 2dE in color after 2 years.

G9 Eco-Armor®

Coated application shall be from 45 to 55 mils on the wear surfaces of all coated parts and 30 mils on other surfaces. Prior to coating, components shall be thoroughly cleaned in a hot pressure washer then heated to 450°. The hot part is then dipped into a polyethylene copolymer-based thermoplastic powder until the coating reaches its target thickness. It then goes through a flow oven to even the coating thickness and improve the finish. Since no curing is necessary, the coating's properties and performance are very consistent and uniform.

Environmentally Sensitive - PVC-free and phthalate-free. Coating is made of an ultraviolet stabilized polyethylene (PE) material. Coating meets California, Washington and other state and federal requirements for phthalates and heavy metal content. No dioxins produced if burned. Discarded product and waste production material can be recycled into other products (recycling symbol 2). Contains no volatile organic compounds (VOC's). Taber abrasion tests (ASTM D4060) show that the PE coating abrasion resistance is over 1.7 times the abrasion resistance of PVC. Warranty is the same as PVC coated products.

Durable - extreme cold (to -20° F) cycle testing indicates no cracking or loss of adhesion to the metal substrate. Less porous than PVC, which makes the surface less conducive to growth of mold and collection of ground-in dirt. Easier to clean.

Slip-Resistant - textured finish for enhanced traction. 0.74 coefficient of friction per ASTM1679. ADA considers a 0.5 coefficient of friction or higher to be slip resistant. Coating damage can be repaired easily with the available repair kit. No chemicals or special curing required.

Playmakers® General Specification *continued*

Technical Specifications - skid-resistant, textured, functionalized polyethylene copolymer-based thermoplastic powder coating designed for maximum mechanical performance, impact resistance and UV stability with the following performance properties: Property - Testing Method - Results Flexibility (conical mandrel) - ASTM D 522 - 1/8", no cracks (greater than 32%) Adhesion - ASTM D 4541 - 800 psi Impact Resistance - ASTM D 2794 - greater than 320 in-lbs Gloss - ASTM D 523 - 12 Taber Abrasion - ASTM D 4060 - 26 (mg loss, CS 17 wheel) Tensile Strength - ASTM D 638 - 3482 psi % Elongation - ASTM D 638 - 13% Humidity Resistance - ASTM D 2247 - No blistering or loss of gloss after 1000 hours Salt Spray - ASTM B 117 - 2000 hrs, no significant change in color or gloss QUV - ASTM G 53 - 2000 hrs, no significant change in color or gloss.

G10 Coated Decks

Coated Decks shall be an all welded assembly fabricated of 12 gauge sheet steel. Deck surface and sides shall be die formed from a single sheet of 12 gauge hot rolled, pickled and oiled flat steel. The deck surface shall have .34 in. (9mm) diameter perforated holes. The entire weldment shall have a protective coating. (See G9 Eco-Armor.)

G11 Installation Instructions

Explicit installation instructions shall be provided, which will include a detailed top view and footing drawings plus written instructions to assure proper installation of the equipment. Maintenance guidelines and inspection checklists shall also be provided. The provided installation instructions and maintenance instructions shall be "project" specific containing component information that is part of the playground design. A "generic" package of installation instruction and maintenance instructions is not acceptable.

Limited Warranty

Playworld Systems, Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

1.LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Steel and aluminum posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

2.LIMITED TWENTY-FIVE (25) YEAR WARRANTY: Spring Mates® aluminum castings.

3.LIMITED FIFTEEN (15) YEAR WARRANTY: Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, recycled plastic lumber, roof panels, stainless steel slides, aluminum slide, and PlayWeb® tubular steel parts, except as otherwise specified below by product family type.

4.LIMITED TEN (10) YEAR WARRANTY: Fiberglass signage, shade fabric and components, accessible swing seats, steel-core cable, Fun Centers™ and FirstPlay™ play structures, and pre-cast PolyFiberCrete® or reinforced concrete products.

5.LIMITED FIVE (5) YEAR WARRANTY: PlaySimple® play structures, DropZone Tower™ LiveWire Zip Line™, AeroGlider™, Border Timbers™, flex treads, steel coil and C springs, specialty wood and polycarbonate panels, site amenities (i.e. benches, tables, litter receptacles and bike racks), and motion/moving play components and parts.

6.LIMITED THREE (3) YEAR WARRANTY: electronic panel speakers, sound chips, and circuit boards.

7.LIMITED ONE (1) YEAR WARRANTY: NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials not covered above. (*For NEOS® only, an extended 3-year warranty is available for purchase, providing 5 years of cumulative coverage).

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and

waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania.

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

Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

Warranties specifically do not cover Playworld products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade, discoloration, corrosion, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Playworld parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Playworld;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

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

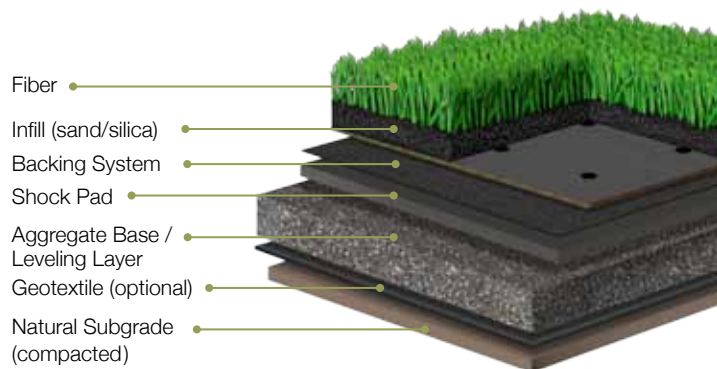
Playworld Systems, Inc. continually improves play equipment to better serve our customers and therefore reserves the right to change the design specifications without notice.

Lewisburg, PA | 800.233.8404 | +1.570.522.9800 | Playworld.com





877.260.7888
www.southwestgreens.com



GB-043

PLA 50

	Property	Imperial Unit	Metric Unit	Description
PRODUCT PROPERTIES	Fiber Type			100% Polyethylene
	Fiber Mass	8000 denier	12000 dtex	TapeSlide XP
		7300 denier	8111 dtex	6 ply TXT thatch
	Tufted Pile Height*	1.5 in	39 mm	
	Color(s)			Olive with Olive Thatch
	Tufting Gauge **	1/4		
PERFORMANCE PROPERTIES	Primary Backing	7 oz/yd ²	237 g/m ²	Stabilized dual layered woven polypropylene
	Secondary Backing	17 oz/yd ²	576 g/m ²	Urethane
	Tufted Face Weight	50 oz/yd ²	1695 g/m ²	ASTM D418
PACKAGING	Total Weight	74 oz/yd ²	2508 g/m ²	ASTM D418
	Item Number			
	Roll Width	15 ft	4.57 m	

15 YEAR WARRANTY

Southwest Greens International warrants to the original purchaser of the turf that for fifteen (15) years from the date of synthetic turf installation, the turf, when installed and maintained as recommended by the yarn and turf manufacturer, will retain at least 50% of its pile fiber. If any area or portion of the turf substantially changes, as distinguished from a change in texture, or if pile heights decrease 50% or more within ten years after its initial installation, Southwest Greens International will have all such areas or portions replaced with new turf of equivalent quality, excluding installation costs. Southwest Greens International also warrants that at the time of the initial turf installation, the synthetic turf will be free of manufacturing defects. Slight color changes will occur over the lifetime of this turf/carpet and is not considered an issue or basis for claim. All labor cost involved with the removal of the affected turf/carpet and re-installation of the replacement will be the responsibility of the purchaser.

*For full terms, please see the 15 year warranty agreement

Tufted pile height as standard. Pile height will draw down slightly during secondary backing process.

** Tufting gauge and stitch rate as manufactured standard. Values will change slightly during secondary backing process. *** Standard roll lengths. Roll lengths may vary. Custom roll lengths and cuts are available upon request.

**** All specifications subject to manufacturing tolerances of +/-5%.



15 YEAR LIMITED WARRANTY AGAINST FAILURE DUE TO EXPOSURE TO SUNLIGHT (PE)



Southwest Greens International, LLC (SWG) warrants to the original purchaser ("Purchaser") of the turf that for Fifteen (15) years from the date of synthetic turf installation, the turf, when installed and maintained as recommended by the yarn & turf manufacturer, will retain at least 50% of its pile fiber. If any area or portion of the turf substantially changes, as distinguished from a change in texture, or if pile heights decrease 50% or more within fifteen years after its initial installation, SWGI will have all such areas or portions replaced with new turf of equivalent quality, excluding installation costs. SWGI also warrants that at the time of the initial turf installation, the synthetic turf will be free of manufacturing defects. Slight color changes will occur over the lifetime of this turf / carpet and is not considered an issue or basis for claim. All labor cost involved with the removal of the affected turf / carpet and reinstallation of the replacement carpet will be the responsibility of the purchaser.

Subject to the following limitations:

General provisions of this limited warranty apply only to the wear of the turf with regard to ultraviolet degradation, and do not apply to damage incurred during installation, improper underlay, pile crushing, willful or negligent abuses, or damage by machinery or equipment, nor does it apply to damage resulting from when the turf is not professionally installed by an approved installer. This limited warranty does not apply to installations on stairways or other uneven surfaces. Damage resulting from Purchaser's failure to properly maintain the turf will not be covered under this warranty.

The expressed limited warranty excludes all implied warranties, and said manufacturer shall in no event be liable for a breach of warranty in any amount exceeding the mill invoice price of the turf.

If dissatisfied, the owner must submit notice of all claims under this warranty to SWGI within Fifteen (15) years from the date of turf installation.

Limitations on Coverage

This warranty does not apply (1) if the product is used for any application other than sports fields, courts, greens, or landscaping & play areas, (2) to any damage caused during or on account of improper installation or repairs, (3) to the extent that any defect or damage is caused by:

- a. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect
- b. Improper design or failure of the sub-base of the sports field, green, court, or landscape
- c. Wear or abrasion caused by inadequate sub-base
- d. Wear or abrasion under swing sets, slides, and other high friction play equipment
- e. Wear due to lack of infill/no infill
- f. Movement of product due to lack of infill
- g. Use of infill products of an incorrect grade
- h. Failure to maintain infill products at the correct level (per FIFA accredited test institutes)
- i. Use of inappropriate footwear or sports equipment
- j. The playing surface being used other than for the purpose for which it was designed and installed
- k. Use of chemicals, herbicides, pesticides

- l. Use of improper cleaning methods
- m. Any harmful chemical reaction to the product caused by infill materials
- n. Acts of God or other conditions beyond the reasonable control of SWGI
- o. Post fibrillation after or during installation for purposes other than to get infill materials in place
- p. Failure to properly maintain, protect or repair the products or turf
- q. Packing, matting, or roll crush marks are inherent characteristics of turf / carpet manufactured using polypropylene/olefin and nylon fibers.
- r. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the truck line in question.
- s. Damage caused by reflection (**melting**) or other flammable materials

All synthetic turf is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty.

Remedy

If a product fails to perform as warranted during the warranty period, SWGI will provide replacement product, F.O.B. Mill, for the product determined by SWGI or a SWGI representative not to comply with the stated warranty, allowing the purchase price for the replacement product prorated for the number of months remaining in the unexpired warranty period. Purchaser shall be responsible for paying the portion of the purchase price for the replacement product not allowed by SWGI. SWGI shall not be responsible for removal of the defective turf or installation of the new.

Limitations on Liability

In no event shall SWGI be liable, whether on contract or in tort or under any other legal theory, for lost profits or revenues, loss of use or similar economic loss, or for indirect special, incidental, consequential, punitive or similar damages arising out of or in connection with the use, condition, possession, performance, maintenance, non-delivery or late delivery of the products, even if SWGI has been advised of the possibility of such damages.

SWGI shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any tests, inspections, or consultations conducted by Purchaser or others. Claims must be submitted within 30 days after discovery of the alleged defect. Purchaser must promptly inspect all products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages, or non-conformities in the products are discoverable by inspection upon delivery of the products, all obligations of SWGI to purchaser with respect to such defects, shortages, and non-conformities shall be deemed satisfied, and all products shall be deemed to be free of such defects, shortages, and non-conformities, unless Purchaser notifies SWGI of such defects, shortages, or non-conformities in writing within 30 days after the date of delivery.

Assignment

Purchaser may not transfer, convey, or otherwise assign all or any of its rights under this warranty without prior written consent of SWGI. Any such transfer or assignment without prior written consent shall be null and void and of no force or effect.

Claims Procedure:

Claims must be signed and submitted in writing and delivered to:

Email: okgreens@southwestgreens.com

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



**Statement of Limited Warranty for USA SHADE Brands
Shade Structures – Sun Ports - VPS**

1. The structural integrity of all supplied steel is warranted for ten years.
2. If assembly is provided by the Company, workmanship covering the labor for the removal, assembly and cost of shipping will be covered for one year.
3. All steel surface finishes are warranted for one year.
4. Shadesure™, Colourshade® FR, Extreme 32™, Commercial 95™, SaFRshade™ and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the last four years. The following are exceptions to the preceding warranty terms:
 - a. Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive and Mulberry carry a five year pro-rated warranty;
 - b. Fabric canopies attached to Coolbrella™ structures carry a three year warranty;
 - c. Individual canopy tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - d. Preconstraint 502™ waterproof material is subject to an eight year pro-rated warranty
5. Thread is warranted for ten years.

General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the continued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and photographs of the alleged defect or problem. Warranty claims should be submitted by email to: warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the state of Texas, USA.
- These limited warranties are void if:





- the supplied structures, products, services and/or labor are not paid for in full;
- the structures are not assembled in strict compliance with USA SHADE specifications;
- any changes, modifications, additions or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - normal wear and tear;
 - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - use, maintenance, neglect, repair and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - workmanship related to assembly not provided by the Company or its agents;
 - fabric curtains, valances and flat vertical panels;
 - fabric canopies installed on structures that were not engineered and originally supplied by the Company.
- **THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.**
- **THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

Colourshade® and Extreme 32™ are registered trademarks of Multiknit Pty. Ltd.
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.
Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

Owner: _____

Name: _____

Project Address: _____

Signature: _____

Effective Date: _____

Title: _____

