

CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/24/2026

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RFP-2526-19 AND CONTRACT K-2526-150: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PS COMMERCIAL PLAY L.L.C., D/B/A PLAY AND PARK STRUCTURES, IN THE AMOUNT OF \$200,000.00, MAINTENANCE BOND MB-2526-51, PERFORMANCE BOND B-2526-70; AND STATUTORY BOND B-2526-71 FOR THE EAGLE CLIFF PARK PLAYGROUND PROJECT, AND RESOLUTION R-2526-108, GRANTING TAX EXEMPT STATUS. (Ward 7)

BACKGROUND:

In 2015, Norman voters approved funding for the Norman Forward program of capital projects focused on quality-of-life improvements. One of the program's projects was to renovate our existing neighborhood parks at varying levels of detail (trails, playgrounds, sports courts, tree planting, etc.), as evaluated by staff. Another project was focused on funding the construction of five new neighborhood parks, based on survey responses from the residents around these park sites.

Since the program started, we have completed renovations in several parks (Oakhurst, Rotary, Prairie Creek, and Sonoma Park, among others) and have completed several small projects to improve park furnishings, signage, trails, and other amenities in many parks. Not all parks were budgeted for playground replacements in the original Norman Forward program that was presented to voters. However, in the ten (10) years since the program started, all our parks have aged to the point that any future funding requests will include replacing the remaining playgrounds in town in a "worst-to-best" order, as is being done with the current project for renovations.

DISCUSSION:

On November 21 and 28, 2025, RFP Number 2526-18 for the Eagle Cliff Park Playground Project was advertised in the Norman Transcript, Construct Connect, e-Plan, and other plan distribution services; and was advertised on the City's website. We received over a dozen proposals for the project on December 18, 2025. Bidders were instructed to use all available funds in their proposal, and to include synthetic turf safety surfacing and a shade structure over

a large portion of the new equipment. No Add-Alternate items were considered in the process. We evaluated each proposal to ensure it met the criteria in the RFP, and to determine which would best fit the park site and neighborhood being served by the park.

There were two old, separate playgrounds at Eagle Cliff, which will now be replaced with one large new play area, allowing parents to stay in one location with their children as they use the playground. We also recently paved the old gravel walking trail at Eagle Cliff and are planning to add several more trees along the trail and in the wooded area in the middle of that park as part of its renovation.

Staff recommend awarding Contract Number K-2526-150 to PS Commercial Play LLC d/b/a Play and Park Structures, in the total amount of \$200,000.00 for the Eagle Cliff Park Playground Project.

RECOMMENDATION NO. 1: It is recommended that RFP Number 2526-19 be awarded to PS Commercial Play LLC d/b/a Play and Park Structures, in the amount of \$200,000.00 for the Eagle Cliff Park Playground Project. The funding is available for this project in the Norman Forward Neighborhood Park Improvements Construction Account (account 519830452-46101; project NFP101--\$1,171,030).

RECOMMENDATION NO.2: It is further recommended that City Council approve Contract K-2526-150, Performance Bond B-2526-70, Statutory Bond B-2526-71, and Maintenance Bond MB-2526-51 for the Eagle Cliff Park Playground Project.

RECOMMENDATION NO.3: It is further recommended that PS Commercial Play LLC d/b/a Play and Park Structures be authorized and appointed as project agent for the Eagle Cliff Park Playground Project by Resolution R-2526-108.

Item 16.



MINERAL - BRONZE/OCEAN SWING METALS/BEIGE/BURG ROTO SWINGS

EAGLE CLIFF PARK
NORMAN, OK
 818-180476A

play&park
structures
 A STEELCORP COMPANY

544 CHESTNUT ST.
 CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.

405

CONTRACT

This Contract, made and entered into this _____ day of _____, 2026, by and between PS Commercial Play LLC d/b/a Play and Park Structures, a Delaware limited liability company, hereinafter designated as "Contractor", and the City of Norman, an Oklahoma municipal corporation, hereinafter designated as "City".

WITNESSETH

WHEREAS, the City has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all said bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

EAGLE CLIFF PARK PLAYGROUND PROJECT

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and

WHEREAS, the Contractor in response to said Solicitation for Bids, has submitted to the City, in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the City, in the manner provided by law, has opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest and best bidder on the above-prepared project, and has duly awarded this contract to said Contractor, for the total sum named in the proposal, to wit: Two Hundred Thousand DOLLARS (\$200,000.00).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner at their own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:
 - i. Specifications, Provisions and Bonds thereto, all of which documents are on file in the office of the City Clerk of the City of Norman, and are made a part of this Contract as fully as if the same were set out at length, with the following additions and or exceptions: (If none, so state.) NONE
 - ii. The Notice to Bidders published in the Norman Transcript November 21 and 28, 2025 ; the Request for Proposal (RFP 2526-19), containing the instructions to bidders and the special and general provisions of specifications; and the Contractor's bid or proposal; each

of said instruments on file in the office of the City Clerk of the City of Norman, are made part of this contract as if fully written in detail herein or attached thereto.

To that end, no provision of this Contract or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the City to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligation of the Contractor; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the City or in any way to restrict the freedom of the City to exercise full discretion in its dealing with the Contractor.

2. The City shall make payments to the Contractor in the following manner:
 - i. The project manager, or other appropriate person, will make accurate estimates of the value, based on contract prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof, to submit to the City as an application for payment. The Contractor shall furnish to the project manager, or the appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the application for payment. Each estimate and application for payment must contain or have attached an affidavit as required by Senate Bills 469 of the 1974 Legislature. The City will pay Contractor within thirty (30) days of receipt of the application for payment and only after the work contained in the application for payment has been fully completed and has been approved and accepted by the City.
 - ii. On completion of all the work, but prior to the acceptance thereof by the City, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and the Contract Documents; and upon making such determinations said official shall make his final certificate to the City. The Contractor shall furnish proof that all claims and obligations incurred by them in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimates to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid within thirty (30) days and only after all the work has been fully completed to the satisfaction of the City.
3. It is further agreed that the Contractor will commence said work within ten (10) days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same in One Hundred Twenty (120) calendar days. The City may terminate this Contract for any reason upon thirty (30) days written notice to Contractor.
4. Notice: Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days

after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

Name: James Briggs
 Title: Park Development Manager
 Street Address : 225 N. Webster Ave.
 City, State Zip: Norman, OK 73069

Contractor:

Name: Lindsay Hill
 Title: Sr. VP and Business Unit Manager
 Street Address: 544 Chestnut Street
 City, State Zip: Chattanooga, TN 37402

5. Indemnification: Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property arising from the negligent acts or omissions of Contractor's, its agents or employees performance under this Contract; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the sole or active negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Contractor's acts, omissions or operations under or in connection with this Contract. Further, the City shall not be liable or responsible to Contractor for any loss or damage to any property or person occasioned by a third party. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract.

6. Insurance: Contractor shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with Contractor's performance of this Contract, except when caused by the City's negligence or that of its agents or employees, throughout the entire duration of this Agreement, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole or active negligence, to wit:

- i. Worker's Compensation Insurance and Employer's Liability Insurance as prescribed by State Statute, for all of Contractor's employees and subcontractors working on the project, with the subcontractors to also provide the same.

- ii. Provide both Commercial General Liability Insurance and Automobile Liability Insurance for personal injury and property damage in limits prescribed by the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and subsequent revisions thereto, as follows:
 - a. \$75,000 for loss of property arising out of a single act or occurrence.
 - b. \$250,000 per person for any other loss arising out of a single act or occurrence.
 - c. \$2,000,000 for any number of claims arising out of a single act or occurrence.
7. Miscellaneous:
- i. *Counterparts*: This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
 - ii. *Severability*: If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
 - iii. *Governing Law; Venue*: This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
 - iv. *Authority*: Each party hereto has the legal right, power and authority to enter into this Contract. Each party's execution, delivery and performance of this Contract has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Contract, except as expressly set forth herein.
 - v. *Entire Agreement; Amendments*: This Contract and the associated Contract Documents constitute the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - vi. *Assignment*: This Contract shall not be assigned by Contractor without prior written consent of the City.
 - vii. *Nondiscrimination*: Contractor acknowledges that the Certification of Nondiscrimination completed with their bid proposal is incorporated herein and thereby agrees to comply with the requirements contained in such certification throughout the performance of this Contract.

viii. *Non-Waiver*: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

8. The sworn, statement below must be signed and notarized before this Contract will become effective.

[Signatures on following page]

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals respectively the 19th day of February, 2026. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

CONTRACTOR

Corporate Seal

PS Commercial Play LLC d/b/a Play and Park Structures

Company Name

ATTEST: [Signature]
Corporate Secretary

BY [Signature]
President or Managing Partner

(STATE OF Tennessee)

(COUNTY OF Hamilton)

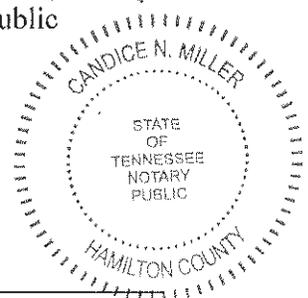
Lindsay Hill, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the City. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in the procuring of the contract.

[Signature]
President or Managing Partner

Subscribed and sworn to before me this 19th day of February, 2026.

[Signature]
Notary Public

My Commission Expires: 8-9-2027
Commission Number: 8113723-1



CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 2026.

City Attorney

Approved by the City Council this _____ day of _____, 2026.

ATTEST: _____
City Clerk

Mayor

STATUTORY BOND

Know all men by these presents, that PS Commercial Play LLC d/b/a Play and Park Structures, as Principal, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Norman, a Municipal Corporation and city of the first class, of the State of Oklahoma in the penal sum of Two Hundred Thousand Dollars (\$200,000.00), for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such that the above Principal is the lowest and best bidder for the making of the following City work and improvement, viz.:

EAGLE CLIFF PARK PLAYGROUND PROJECT

and has entered into a certain written contract (K-2526-150) with the City of Norman, dated this ____ day of _____, 2026, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Principal, shall properly and promptly complete the work on the above named project in accordance with the contract, and shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said project incurred by the Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on this ____ day of _____, 2026, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, on this ____ day of _____, 2026.

[Signatures on following page]

(Corporate Seal) (where applicable)

Principal

ATTEST:

Signed: _____
Authorized Representative

Corporate Secretary (where applicable)

Title: _____

Address: _____

(Corporate Seal) (where applicable)

Surety

ATTEST:

Signed: _____
Authorized Representative

Title:

Printed: _____
Authorized Representative

Title: _____

Address: _____

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2026, personally appeared _____ to me known to be the identical person who executed the foregoing, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

My Commission Number: _____

Approved as to form and legality this _____ day of _____, 2026.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2026.

ATTEST:

Mayor

City Clerk

PERFORMANCE BOND

Know all men by these presents, that PS Commercial Play LLC d/b/a Play and Park Structures, as Principal, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of Norman, a Municipal Corporation of the State of Oklahoma, in the full and just sum of Two Hundred Thousand Dollars, (\$200,000.00), for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such, that said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

EAGLE CLIFF PARK PLAYGROUND PROJECT

and has entered into a certain written contract (K-2526-150) with the City Of Norman dated this _____ day of _____, 2026, for the erection and construction of the above named project, that said Contract being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and all specifications and covenants thereto; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether incurred by Principal or subcontracts; and if said Principal shall protect and hold harmless the City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or its agents, servants, or employees, and if said Principal shall protect and save the City of Norman harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on this _____ day of _____, 2026, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, on this _____ day of _____, 2026.

[Signatures on following page]

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

ATTEST:

Title:

Principal

Signed: _____
Authorized Representative

Title: _____

Address: _____

Surety

Signed: _____
Authorized Representative

Printed: _____
Authorized Representative

Title: _____

Address: _____

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2026, personally appeared _____ to me known to be the identical person who executed the foregoing, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

My Commission Number: _____

Approved as to form and legality this _____ day of _____, 2026.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2026.

ATTEST:

Mayor

City Clerk

Performance Bond No. B-2526-70
Page 2 of 2

MAINTENANCE BOND

Know all men by these presents, that PS Commercial Play LLC d/b/a Play and Park Structures, as Principal, and _____, as a corporation organized under the laws of the State of _____, and authorized to transact business in the state of Oklahoma, as Surety, are jointly and severally, firmly held and bound unto the City of Norman, herein called City, in the penal sum of Two Hundred Thousand Dollars (\$200,000.00), in lawful money of the United States of America, same being one hundred percent (100%) of the cost of construction herein referred to for the payment of which sum Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such, that said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

EAGLE CLIFF PARK PLAYGROUND PROJECT

WHEREAS, the Principal, has entered into a certain Contract (K-2526-150) with the City dated this _____ day of _____, 2026, for the erection and construction of the above named Project, that Contract being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the City, the said Principal is required to furnish to the City a maintenance bond covering the said Project, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the said Project.

NOW, THEREFORE, the said Principal shall keep and maintain, subject to normal wear and tear, the said Project, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one (1) year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one (1) year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said Project, or to maintain any part of the same, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the Principal by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the Principal at the address set forth below, then the Principal and Surety shall jointly and severally be liable to the City, for the cost and expense for making such repairs, or otherwise maintaining the said Project.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

[Signatures on pages to follow]

Maintenance Bond No. MB-2526-51

Page 1 of 3

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s) on this ___ day of _____, 2026, and the said Surety has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, authorized to do so, this ___ day of _____, 2026.

(Corporate Seal) (where applicable)

Principal

ATTEST:

Signed: _____
Authorized Representative

Corporate Secretary (where applicable)

Title: _____

Address: _____

(Corporate Seal) (where applicable)

Surety

ATTEST:

Signed: _____
Authorized Representative

Title:

Printed: _____
Authorized Representative

Title: _____

Address: _____

STATE OF _____, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2026, personally appeared _____ to me known to be the identical person who executed the foregoing, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

My Commission Number: _____

[Signatures continued on following page]

Approved as to form and legality this _____ day of _____, 2026.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2026.

ATTEST: _____
Mayor

City Clerk

Resolution

R-2526-108

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING PS COMMERCIAL PLAY, L.L.C., D/B/A PLAY AND PARK STRUCTURES, AS PROJECT AGENT FOR THE FOR THE EAGLE CLIFF PARK PLAYGROUND PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by PS Commercial Play, L.L.C., D/B/A Play and Park Structures, for the Eagle Cliff Park Playground Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on PS Commercial Play, L.L.C., D/B/A Play and Park Structures, its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, PS Commercial Play, L.L.C., D/B/A Play and Park Structures, to purchase materials which are in fact used for the Eagle Cliff Park Playground Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that PS Commercial Play, L.L.C., D/B/A Play and Park Structures, shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the City of Norman, Oklahoma, on the 24th day of February, 2026, did appoint PS Commercial Play, L.L.C., D/B/A Play and Park Structures, who is involved with the Eagle Cliff Park Playground Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Eagle Cliff Park Playground Project.

PASSED AND ADOPTED THIS 24TH DAY OF FEBRUARY 2026.

Mayor

ATTEST:

City Clerk



Bid Tabulation
RFP 2526-19 Eagle Cliff Playground
Budget--\$200,000

| | Vendor | Price | Notes |
|-----|----------------------------|--------------|-----------------------------|
| 1. | Play & Park Structures (2) | \$200,000 | Voted highest |
| 2. | Play by Design (Burke) | \$200,000 | Second Place |
| 3. | Happy Playgrounds (B) | \$200,000 | Third Place |
| 4. | Cunningham (GameTime) | \$199,999.02 | |
| 5. | Platinum Playgrounds | \$200,000 | |
| 6. | Crouch (Kompan) | \$185,000 | DQ (Did not spend budget) |
| 7. | Playwell Group (Playcraft) | \$199,354.81 | |
| 8. | Actively Play | \$198,694.50 | |
| 9. | Happy Playgrounds (A) | \$200,000 | |
| 10. | Miracle Recreation | \$200,000 | |
| 11. | ACS Playgrounds (1) | \$200,000 | |
| 12. | ACS Playgrounds (2) | \$200,000 | |
| 13. | AB Creative | \$199,941.61 | DQ (Extra non-play feature) |
| 14. | Play & Park Structures (1) | \$200,000 | DQ (Did Not Follow Spec) |
| 15. | Technology International | \$245,300 | DQ (Overbudget) |

File Attachments for Item:

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2526-100: TRANSFER OF FUNDS IN THE AMOUNT OF \$151,255.00 TO FUND A STORMWATER DRAINAGE REPAIR PROJECT NEAR SUMMIT HOLLOW DRIVE AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.