

Region 4 Education Service Center (ESC)

Contract # R220202

for

Playground Systems, Installation, Services, and Related Items

with

Play & Park Structures

Effective: May 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and Play and Park Structures, effective May 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of February 22, 2022 by and between Play and Park Structures ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Playground Systems, Installation, Service, and Related Items ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R #22-02 for Playground Systems, Installation, Service, and Related Items ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any

combination of initial and renewal periods) not to exceed five years. Any tasks or project agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 3) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 4) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 5) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 6) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 7) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 8) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 9) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 10) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 11) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 12) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to

failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied

with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 13) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 14) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

- 15) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 16) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

- 17) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

- 18) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 19) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 20) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 21) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 22) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 23) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 24) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 25) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 26) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a


material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 27) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 28) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 29) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 30) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 31) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 32) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 33) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

- 34) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.
- 35) Authorized Distributors/Subs. Should an Awarded Offeror utilize distributors and/or dealers that have been approved, Participating Public Agencies may choose to issue work directly to the distributor and/or dealer if allowed by the Awarded Offeror and Participating Public Agency.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Play and Park Structures
Address 544 Chestnut Street
City/State/Zip Chattanooga, TN 37402
Telephone No. 800-727-1907
Email Address info@playandpark.com
Printed Name Lindsay Hill
Title Sr. VP and Business Unit Manager
Authorized signature 

Accepted by Region 4 ESC:

Contract No. R220202

Initial Contract Term May 1, 2022 to April 30, 2025

 2/22/2022
Region 4 ESC Authorized Board Member Date

Margaret S. Bass
Print Name

 2/22/2022
Region 4 ESC Authorized Board Member Date

Linda Tinnerman
Print Name

Tab 2 – Products/Pricing

I. See Product excel price list.

(Reference PPS exhibit 1)

II. See Product excel price list.

(Reference PPS exhibit 1)

III. Offerors should describe their services, parts, and labor components

General Specifications and Product Detail – Printed and included in Tab 2 by product line

- SuperMax
- DuraMax
- Horizons
- Skyline
- Boulderscapes
- Complementary product specifications available on request
- Warranty – Printed and included in Tab 2
- Safety Standards – Printed and included in Tab 2
- Labor Warranty – One year labor warranty will be provided by our certified installation network

At our Fort Payne facility, we test products to the following industry standards:

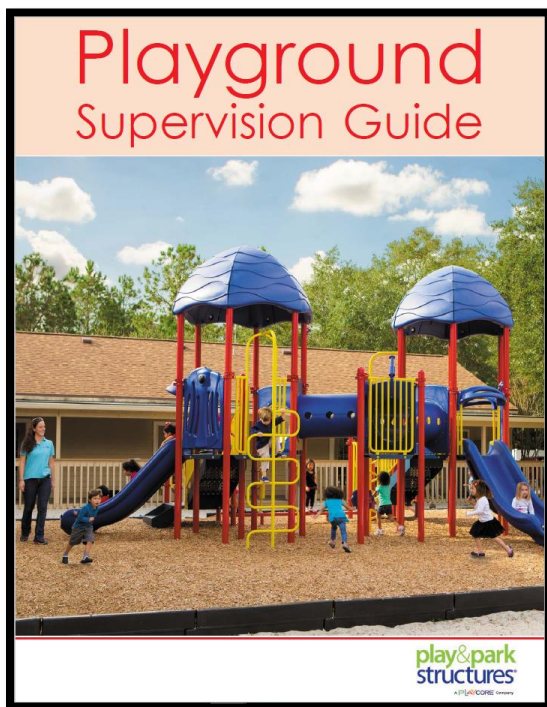
- ASTM F1487
- ASTM F2373
- CAN/CSA Z614
- EN 1176
- CPSC

ASTM, CSA and EN standards are voluntary technical performance standard and are primarily used by manufacturers, and CPSC guidelines are primarily published for consumer use. Standards become legally binding only when a government regulator cites them in laws, regulations, and codes or when they are cited in a contract. Our facility test equipment for strength, and load testing of components, along with protrusions, crush and shear, entrapment, and all other industry standards. We have dedicated team members on the corporate staff with 50+ years of experience that are constantly monitoring and reviewing components and testing equipment in order to make sure we maintain our beyond compliance position which is to ensure all children have a safer place to play. This means that although a piece may meet the “standard” guidelines, but is what we believe to be a real or perceived threat, we will not allow it on our system.

Installation and repair work is serviced by our distribution partners and it is a requirement of their exclusive distribution agreement. Our partners have a network of certified installers that they use to perform our installation and repairs. Play and Park Structures organizes an annual certified installers training in order for our distribution partners to consistently expand their service network, which allows us to be responsive to our customers’ needs, along with making sure the appropriate risk management documents are in place. In order to ensure that our customers’ needs are being met, we require all of our installers to provide customer completion form before any installation cost are paid out to the subcontractor performing the work. By requiring our customer to sign off on the final product and installation, it allows us to monitor our certified installation network, while also collecting real time customer feedback. Customer service request are cataloged and submitted through an online web based form which

allows our customer service and management team to monitor issues and service request in the marketplace. All of our customer service requests are reviewed by all department leaders on a weekly basis to ensure that there is corrective action against each customer request that is submitted by our distribution partners.

Post installation and warranty support is the responsibility of our distribution partners and customer service team. We train annually on new policies and procedures that will help support a positive customer experience with our final products. We have maintenance and supervision guides which have been developed with industry partners to support our customer network with appropriate maintenance and supervision standards for their product purchase. These tools are available to our entire distribution network and we also support these programs through outreach which can be presented by our certified trainers in order to provide CEU's to our end customers which we have partnered with.



Play and Park Structures can monitor performance of turnkey projects by having a clearly defined scope of work which is defined by our sales consultants and customers. On projects we manage directly, we have a detailed PO process which identifies the scope of work, along with appropriate change order procedures to facilitate a successful project. By having the appropriate scope and change order policies in place, it allows us to successfully monitor the performance of turnkey projects with our distribution partners. Some distribution partners execute turnkey solutions within their business, and we always work to collaborate and share resources as needed to provide a successful customer experience.

Site development and permitting are performed by our exclusive distribution network on a per project basis. We can provide support resources as needed to help support the permitting process, but our distribution partners manage and consult with the end customer on status updates and requirements.

All shipping information is managed through our exclusive representative reporting site. Any backorders or production changes are loaded into this site with real time information and supported with calls from our customer service team. This technology also has mobile capability to allow sales reps and their administrative team to manage the information while they are remote.

Site sample image below:

REPORTING (See Backorders List)

Park Structures House Account - park (630)

Rep
630 PARK HOUSE ACCOUNT

BackOrders
-30 0 -60 0 -90 0 -120 Days

Orders in Production
-30 0 -60 0 -90 0 -120 Days

Order	Date	Req Date	Sch Date	Project	Rep PO	Sold To
5065602	3/10/2015	4/3/2015		Bleachers with TCPN Discount	76824	Bluffton-Harrison Metro School Dist
5065501	3/6/2015	4/3/2015		Life Floor Tiles 3/16	4172	Tennessee Football Inc.
5062602	2/28/2015	4/10/2015		EIFW 13 CY	7692-PJ-1	Robertson Industries
5061602	2/28/2015	3/27/2015	3/23/2015	St. Paul Lutheran School	10124	Kids Around the World
5063601	2/28/2015	4/10/2015		Parts	6208613A	Gebalco Trading & Import Co. LLC
5058601	2/27/2015	3/27/2015		Sunrise Park	62252015	Cascade Mini Excavating
5066614	2/25/2015					Park Structures House Account
5056617	2/25/2015	3/20/2015	3/17/2015	DC Ranch Silverleaf Final	54471	Safe and Sounds Playgrounds
5061600	2/20/2015			Hilbert DPW	674	Village of Hilbert
5054604	2/19/2015	3/20/2015	3/17/2015	Freestanding Slide	189841	WILLYGOAT Inc

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Shipped Orders
-30 0 -60 0 -90 0 -120 Days

Order	Ship Date	Project	Rep PO	Sold To	Trailer	Carrier
5063213	3/6/2015		Play & Park Structures	PPS		FED EX
5065211	3/6/2015		Play & Park Structures	PPS		FED EX
5060214	3/4/2015		Play and Park Structures	1333		LTD
5060213	3/4/2015		Play and Park Structures	1333		LTD
5067213	3/3/2015		Play & Park Structures	PPS		FEDEX
5067214	3/3/2015		Play & Park Structures	PPS		FEDEX
5067215	3/3/2015		Play & Park Structures	PPS		FEDEX
5026607	3/3/2015	Crawl tube parts	856476	Anchorage School District	BT	FEDEX
5066209	3/2/2015		Play & Park Structures	PPS		FEDEX
5056206	2/25/2015		4658	Town of Brighton	PPS	FEDEX

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Reports
Component BOH
Open Order
Delivery Check Sheet

Search
Order #
Rep PO
Search

Orders On Hold
International Hold 1

Help
Turn off Pop Up Blockers

- Save as a favorite
- Save log-in information
- Check daily

Our company has a comprehensive representative order tracking site (pictured above) which details all order information within our order management system. This information is organized by rep and shows detailed order information, backorders, shipped orders, and orders in production. Our order management site also details if orders are on credit, order entry, or engineering hold. It is also the responsibility of our customer service team to notify our agencies of any orders that have a back ordered product. This allows the sales agency to manage the customer experience based on the real time data they are receiving from our production facility. Lastly, our carrier contracts require that all of our transportation carriers are required to provide a 24 hour call ahead on all product deliveries. This allows our customers and reps to adequately prepare for shipments with our carrier partners. We also have QR technology on all our product packaging, which allows our installers, sales reps, and end user to provide immediate feedback on the quality of the materials delivered to the end customer.

Technical assistance is managed by our customer service team and our technical support managers. This team has over 55 combined years of industry experience and work directly with our customers and distribution network on a daily basis.

<p>Adams, Brenda</p> <p>Brenda Adams Customer Service</p> <p>256-997-5429 Work badams@playcore.com</p> <p>150 Playcore Drive SE Fort Payne, AL 35967 United States</p>	<p>Gothard, Holly</p> <p>Holly Gothard Play & Park Customer Service</p> <p>(256) 997-5431 Work holly.gothard@playcore.com</p> <p>150 Playcore Drive SE Fort Payne, AL 35967</p>
<p>McWilliams, Mike</p> <p>McWilliams, Mike Playcore Southern Fullfillment Center VP Operations Customer Service/Quality Assurance</p> <p>+1 (256) 997-5213 Work (256) 997-7290 Mobile mike.mcwilliams@playcore.com mike.mcwilliams@playcore.com Fort Payne</p>	<p>Crosley, Lisa</p> <p>Crosley, Lisa Play & Park Customer Service</p> <p>(256) 997-5294 Work Lisa.Crosley@playandpark.com</p> <p>150 Playcore Drive SE Fort Payne, AL 35967</p>

Play and Park Structures can shorten service calls based on our certified installation network and customer service teams synergizing on best practices and customer's needs. All service calls are important, but as with all business practices, appropriate prioritization creates additional capacity. Our customer service team evaluates all service calls and they review priority calls with the management team on a daily basis. If a service call needs to be elevated to the senior level of the organization, that request flows through the appropriate channels in order to make the most informed decision on how to handle the request. Our production facility always manages to the processes they have set in place, but senior leaders can adjust some procedures based on the need within the market. Any service request that has been elevated to a senior leader in the organization is micro managed through completion in order to ensure that the end user experience has been appropriately met by our distribution partners and certified installers.

Our team places all warranty claims through our southern facilities packing slip procedure in order to ensure that all claims are appropriately cataloged with the manufacturing team. Our Fort Payne management team host weekly discrepancy meetings with all key management personal to discuss and review all claims which are submitted by our distribution partners. All product claims are reviewed to identify the root cause issues and ensure a corrective action plan is put in place so the situation does not arise again. All claims are quoted within 24 to 48 hours with our customer service team. We are able to take advantage of our quick ship program with some material and this helps support customers with an expedited turn around. Once we have the claim processed, it is the responsibility of our distribution partners to communicate the time frame and plan of action to correct the claim.

Our organization is always working to continuously improve the services we provide to the marketplace. We are constantly hosting Kaizen events to identify and understand where improvements can be made within the business processes. We also have a sales representative/certified installer advisory board that meets on a quarterly basis to review key industry topics and advise on areas within the product line and business that may need to be incorporated into

the long term and short term business strategies.

IV. Is pricing available for all products and services

Yes, per the submitted price book exhibit 1

V. Describe any shipping charges

Freight charges will be prepaid and added based on end user shipment destination and shipping rate agreed to at time of order. Order shall ship on the communicated estimated lead time after Play and Park Structures receipt and acceptance of purchase order, color selection, approved submittals, and receipt of deposit if required. Unless specifically given routing instructions on the PO, shipment will be made via the carrier we consider to be the most economical and practical in reaching the final destination. All domestic shipments are governed by ICC regulations.

VI. Provide pricing for warranties on all products and services

(Reference row 13 of product price book under the PPS excel book tab)

Replacement part claims will receive a flat 5% discount off MSRP.

VII. Describe any return and stocking fees

Returned goods may be requested for the following reasons:

- a. Return for credit. The customer may request a return on products based on the following conditions:
 - i. The product is a standard catalog model; no specials may be requested for return.
 - ii. Delivery has been made within the last 30 calendar days.
 - iii. The product is in merchantable condition and has never been installed or stored in an area of little or no protection.
 - iv. DuraMax uprights are made-to-order and cannot be returned.
- b. The Accounting Department will issue credit to the appropriate invoice after equipment is received and verified to be in merchantable condition. The following charges are withheld from any credit amount issued:
 - i. 25% restocking fee for all goods returned by truck.
 - ii. 20% restocking fee for all goods returned by UPS, FedEx, or US Mail.
 - iii. Freight charges will be deducted for both outbound and inbound.
 - iv. Rework charges resulting from labor and material necessary to return the product to merchantable condition.
 - v. It is advised to obtain an estimated inbound freight for all returned goods to avoid confusion on the amount of the RGA.
- c. Customers receiving any unordered or incorrect parts must notify Play and Park Structures upon receipt and if requested, return the parts to Play and Park Structures within 30 days.
 - i. Play and Park Structures will be responsible for all freight, restocking, and rework charges on the wrong or defective parts.
 - ii. No credit will be issued for these types of returns. If parts are not returned, the customer may be billed for the equipment.
- d. To return goods, sales agencies/representatives must request authorization by completing and submitting to Customer Service the accompanying RGA from.

- e. Replacement parts carry a 7 to 21 day lead time and will follow the standard product warranty policies listed in this proposal.

VIII. Describe any additional discount or rebates available. Additional discount or rebates may be offered for large quantity orders, single ship to location, growths, annual spend guaranteed quantity, etc.

Play and Park Structures will evaluate each customer opportunity independently to determine the best package of product, price, and service that fits the need of the customer. As needed, we will supply additional discounts to the customer based on large quantity purchase, budget restraints, and geographic pricing pressure. We will also make sure that any promotional activity be made available to purchase via the OMNIA partners contract. Our long-term goal is to work with the customer to find the best solution to fit their needs and budget.

IX. Describe how customers verify they are receiving contract pricing

Customers can verify they are receiving contract pricing by reaching out to Play and Park Structures direct, reaching out to Omnia Partners support staff, or perform the analysis themselves. We manage all our Omnia partners quoting in house through our sales support specialist Mackenzie Oldham. Mackenzie has been trained on the pricing requirements of the contract and understands the background of the contract. Through our quoting process, Mackenzie shows the MSRP of the product and the discounted rate of the product on our pricing quotes. This information is all verifiable through OMNIA partners and the public published price list that will be made available on our contract landing page. Additionally, our team will also be made available as needed to verify any pricing questions of the customer.

X. Describe payment methods offered

Extending Credit Terms: Credit will be reviewed by both Playcore/Play and Park Structures and finance partner on all orders over \$1k requesting terms. When credit information is insufficient for Playcore/Play and Park Structures to extend terms, and financing is deemed necessary to process the order, the customer will be notified and reserves the sole right to accept or decline the financing option.

Payment terms/options:

1. Payment in full, net 30 days subject to approval by Play & Park Structures Credit Manager.
2. Payment net 30 days for tax supported governmental agencies.
3. Payments accepted by credit card, VISA or MasterCard, check submitted with order payment in full, and by wire transfer at time of order.

XI. Propose the frequency of updates to the offeror's pricing structures

Pricing request will be made in parallel with corporate finance and key economic indicators that drive market inflation. Typically, we will have an annual price increase, but may have to request additional fixed price increases or variable material surcharges based on overall economic supply and demand. Our increases are usually consistent with all PlayCore vendors and market competitors. Steel, Aluminum, and plastic available and pricing will drive a large portion of our annual pricing analysis based on availability of goods and pricing stability.

XII. Describe how future production introduction will be priced and align with contract pricing

Play and Park Structures will request regular updates to the contract to either add or remove products to our price book. As our organization is always working to bring new products to market, we would expect to have quarterly

product additions to the contract. When we request these product additions to the contract, we will parallel consistent discounts with similar product categories.

XIII. Additional information relevant to this section:

Cost Model - (Reference exhibit 2)

Play and Park Structures has committed agencies and partners across the country that provide project management from the start of manufacturing until project completion and customer sign off. We are committed to providing the customer with support and peace of mind with their entire playground process. We value our relationships and strive to create a positive customer experience throughout the design, delivery, and assembly process. We will work hand and hand with our customer and agents to find a unique and specific design for every community that matches their community demographics. Play and Park Structures will look at every element of play and recreation space to accommodate the local taxpayers and community with their dream play and recreation space. We will help the buyer through every level of the buying process, and the customer will be able to take advantage of our certified installers and will always have exceptional customer service available.

Budgeting for a new playground is an important process and requires some key considerations during the planning phase of the customers desired play space. Below is a list of key areas that we identify as important cost model considerations of each play space design.

- Equipment
 - In large part, your playground budget will be determined by how many children you expect to use the playground at a given time. A good general rule is to budget for about \$1,000 per child, meaning that if you expect 50 kids to be able to play there together, you should budget for about \$50,000. The playground development cost should then be compared to the project budget. If development cost exceed budget, it is almost always better to devise a plan to phase in the project over a period of several years rather than reducing the scope of the playground. We have finance partners that can support communities with evaluations of potential funding solutions in order to acquire the full scope of their play space.
- Surfacing
 - This portion of the budget will cover preparation of the site and installation of safety surfacing (Such as engineered wood fiber, shredded rubber, or PIP). The type of surfacing material, in particular, may have a tremendous impact on the cost of the playground over its entire life cycle. Some surfacing types require simple and minimal yearly maintenance like EWF top off, and others may require little to no maintenance like our rubberized surfacing option.
- Installation
 - Installation is another expense to plan for when creating budgets for your new playground. Installation of a playground includes: basic site preparation, playground installation, and surfacing installation. One factor that has an impact on the cost of installation is the site itself. If additional preparation will be needed to clear the site of sub surfacing rock, additional funds should be planned into the budget.

Below on the next page is a cost model field guide that our sales consultant utilize during initial consultation with our customers.

Play and Park Structures and our sister companies offer products that cover every facet of the play space development. If a customer is looking to purchase a proprietary product that is not in Playcore's suite of products, we will work with the customer and Omnia Partners to identify the best possible solution to fit the customer's needs.

We have provided a previous customer proposal to demonstrate our cost model considerations when providing a complete customer solution based on the identified customer criteria. (See exhibit 2)

Third Party Relationships

Play and Park Structures collaborates with many third party vendors on the majority of our playground and park projects. We work closely with general contractors, landscape architects, independent sales representatives, equipment suppliers and playground installers to perform the scope of work required by our customers. The firms we partner with on a national level vary in terms of business type and size. We work with many small and disadvantaged businesses. Two of our exclusive sales agencies are classified as SDB's in the form of a WBE/WOB (Women Business Enterprise/Women Owned Business).

play&park structures
A PLAYCORE Company

Playground Field Guide

A road map for the Playground planning process

THE BUDGET

Factors to consider:

- Overall size of the play space
- Number of children who will use space
- Type of surfacing you will select
- Completed and existing infrastructure

WHAT SURFACING IS BEST

Surfacing	Cost	Installation	Longevity	Accessibility	Drainage
Grass	Low	Low	Low	Low	Low
Gravel	Low	Low	Low	Low	Low
Recycled Rubber	Medium	Medium	Medium	High	Medium
Artificial Turf	High	High	High	High	High

THE SITE

Factors to consider:

- Topography - Level grade will save time and money
- Soil and drainage conditions
- Utilities - Identify the location of these services
- Accessibility - Maximize visibility with the appropriate site area

THE CHILDREN

Factors to consider:

- Identify primary users of the play space
- Plan for age appropriate equipment
- Incorporate a variety of play elements
- Engagement inclusive principles in your design

INSTALLATION

Factors to consider:

- 1. Professional installation - Factory-Certified vendor manages entire process
- 2. Government installation - Volunteers participate under supervision of Factory-Certified installers
- 3. Customer installation - Volunteers prepare and fully participate in construction

Examples of Playground Funding Allocation

Category	Percentage
Equipment	53%
Surfacing (JWF)	28%
Installation	19%

The following percentages represent the average amount of funding allocated to each category in the survey. Individual site priorities, challenges, and funding sources may vary.

Playground planning information provided by Play & Park Structures, PlayCore, 2013

Arcadia Valley - OMNIA Cost Model

Sales Consultant: Steve Casada





play&park
structures®

A PLAYCORE Company

Steve Casada
303 Bass St.
Park Hills, Missouri 63601
573-631-1968

Brian Beard,

Thank you for the opportunity to present the enclosed innovative and creative designs for Arcadia Valley School District as a Recreation Consultant with Play & Park Structures for the state of Missouri. I want to be my customers one stop shop for all things Park and Recreational. I feel we in this industry have the coolest jobs on the planet. What is more fun than designing a playground project that is going to provide inclusive fun and help develop community. I have over 10 years' experience in the industry and what I love most about what I do is seeing both Children and Adults enjoying our products in a safe and inclusive environment. Now that's rewarding.

Customer satisfaction is my priority. From the point of order to the final installer walk through and sign off, your satisfaction is what's most important. Whether you are an expert in the field or putting together a project for the first time, I will be involved with the project every step of the way. By choosing to work with me on this project, you ensure that you will be working with a dedicated professional that will help insure a seamless installation of your playground improvement project. I will coordinate all efforts including equipment and surfacing installation.

Thank you for the opportunity to work with you.

Regards,

Steve Casada

Recreation Consultant
Play & Park Structures of Missouri & Southern Illinois



Play & Park Structures knows that playgrounds are an integral part of childhood development. We strive to provide high quality products that inspire children's imaginations and creativity through innovation and superior product design.

Our design team continually advances the concept of play through unique designs, including traditional post and platform playgrounds, deckless, continuous-play structures, as well as nature inspired playgrounds.

We have an appropriate play solution for a full spectrum of needs and aesthetics, including parks, schools, early childhood centers, churches, and community centers. Whether your project calls for a traditional playground or creatively themed play, the variety of styles and materials offered allows you to choose the perfect playground to complement your vision.

Play & Park Structures created the first Outdoor Creative Play & Learning System that brings standards-based activities to the playground and outdoor environments to support children's physical and mental development.

With over 400,000 square foot in manufacturing and distribution, our facility is equipped to handle orders of large or small quantities with a typical lead time of 24 to 45 days.

- **Access to a world-class manufacturing facility that is ISO 9001 and 14001 certified to meet all industry standards**
- **Committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children**
- **The industry's best warranty, providing protection and assurance for your playground investment**

Play & Park Structures™ was established in 1976 with the mission of designing and manufacturing the highest quality playground products at the most competitive prices. Since that time, many milestones have been reached.

We have dedicated our fully staffed Product Development team to continually develop new and improved products by using state-of-the art technologies.

Our mission is centered on an offering of products, programs and services to provide you with the tools you need to be a hero in your community. Our promises to you are simple: enhance classroom learning, create environmental awareness, promote physical activity, play for all abilities, and building community.

About Play & Park Structures

Chattanooga TN - **New Corporate** Headquarters



Since 1976, Play & Park Structure's mission has centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, and build communities.

Play & Park has an appropriate play solution for a full spectrum of needs and aesthetics, including parks, schools, early childhood centers, churches, and community centers. Whether your project calls for a traditional playground or a creatively themed play, the variety of styles and materials offered allows you to choose the perfect playground to complement your vision.

Play & Park Structures is committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children. By having the industry's best warranty, Play & Park Structures provides protection and assurance for your playground investment.



Ft. Payne, AL Southern Fulfillment Center

With Play & Park Structures being a PlayCore business unit, we have access to one of the best manufacturing facilities in the industry. Our facility is ISO 9001 and 14001 certified and our products meet all industry standards. With a more than 400,000 square facility that is well equipped to handle orders of large or small quantities, with the typical lead time on an order entered into the system being 24 to 45 days.

Play & Park Structures created the first Outdoor Creative Play & Learning System that brings standards-based activities to the playground and outdoor environments to support children's physical and mental development.

The design team continually advances the concept of play through unique designs, including traditional posts and platform playgrounds, deckless, continuous-play structures, as well as nature inspired playgrounds. In addition to aluminum, steel, and plastic components, we specialize in structures made from sustainably forested wood and recycled metal and plastic.





NORTHWOODS

ARCADIA VALLEY - OPTION 1 IRONTON, MO

796-143078A

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



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



NORTHWOODS

ARCADIA VALLEY - OPTION 1 IRONTON, MO

796-143078A

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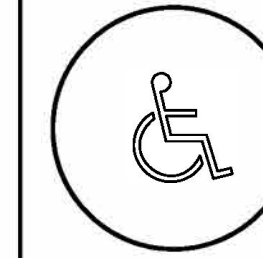
Arcadia Valley - Option 1
750 Park Drive
Ironton, MO 63650

This play equipment is recommended for children ages:
2-5 or 5-12
Minimum Area Required:
Per Site

Scale: 3/16" = 1'-0"
This drawing can be scaled only when in an 24" x 36" format

Drawn By:
Tiffanie Brown
Date:
6/4/21
Quote Number:
796-143078A

play&park structures
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544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com



Total Play Components	32		
Elevated Play Components	14		
Elevated Play Components Accessible by Ramp	6	Req.	4
Elevated Components Accessible by Transfer	14	Req.	4
Accessible Ground Level Components Shown	18	Req.	4
Different Types of Ground Level Components	5	Req.	3

User Capacity	85-95
Critical Fall Height	8'-0"

Play & Park Structures of Missouri and Southern Illinois



It is the manufacturer's opinion that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment.
IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

Arcadia Valley - Option 1
750 Park Drive
Ironton, MO 63650

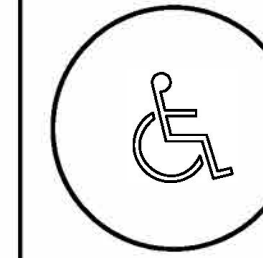
This play equipment is recommended for children ages:
2-5 or 5-12
Minimum Area Required:
Per Site

Scale: 3/16" = 1'-0"
This drawing can be scaled only when in an 24" x 36" format

Drawn By:
Tiffany Brown
Date:
6/4/21
Quote Number:
796-143078A



544 Chestnut Street
Chattanooga, TN 37402
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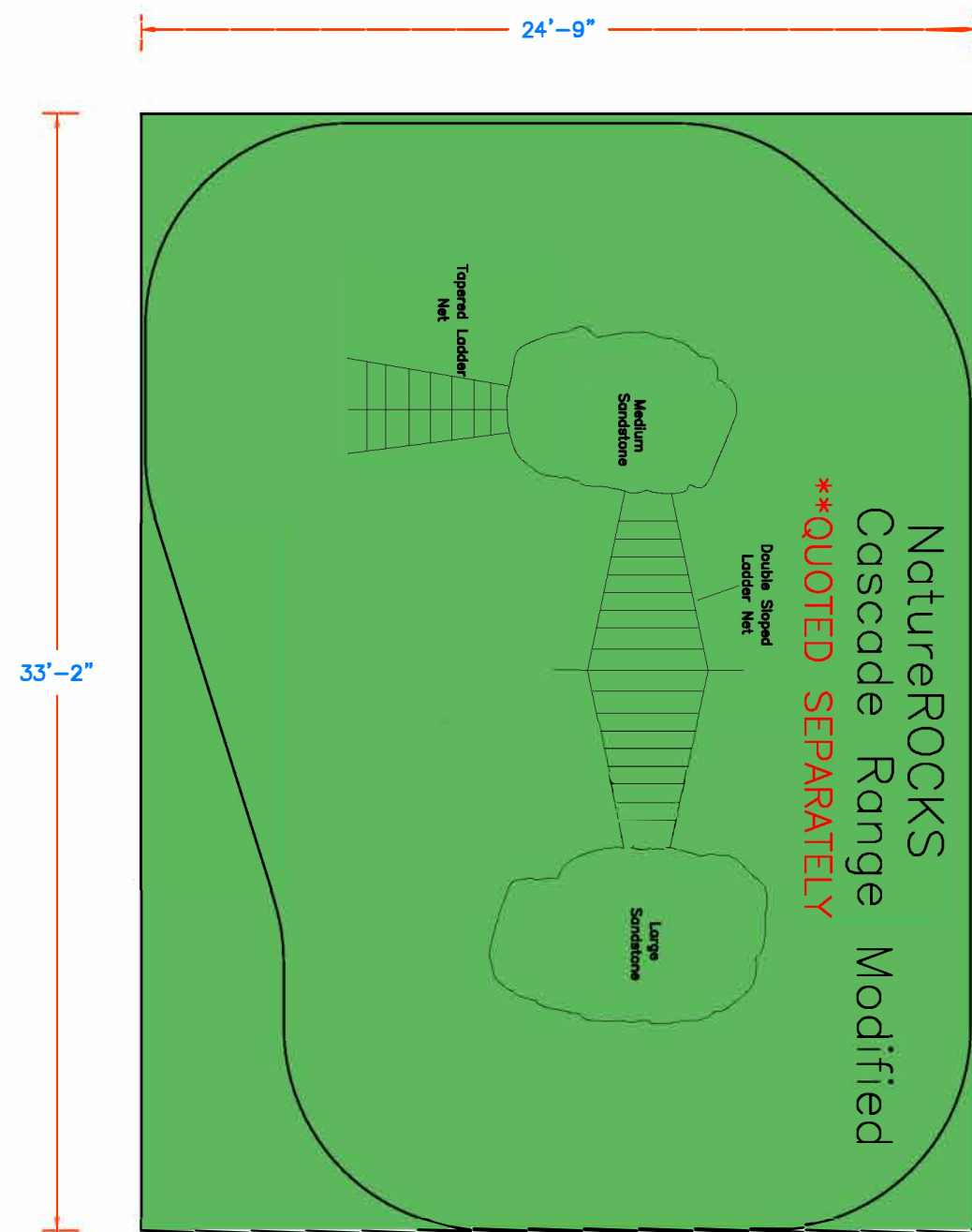
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User Capacity	
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Critical Fall Height	
	8'-0"

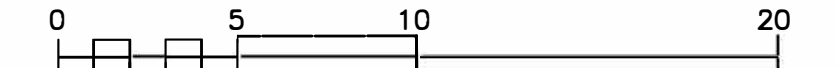
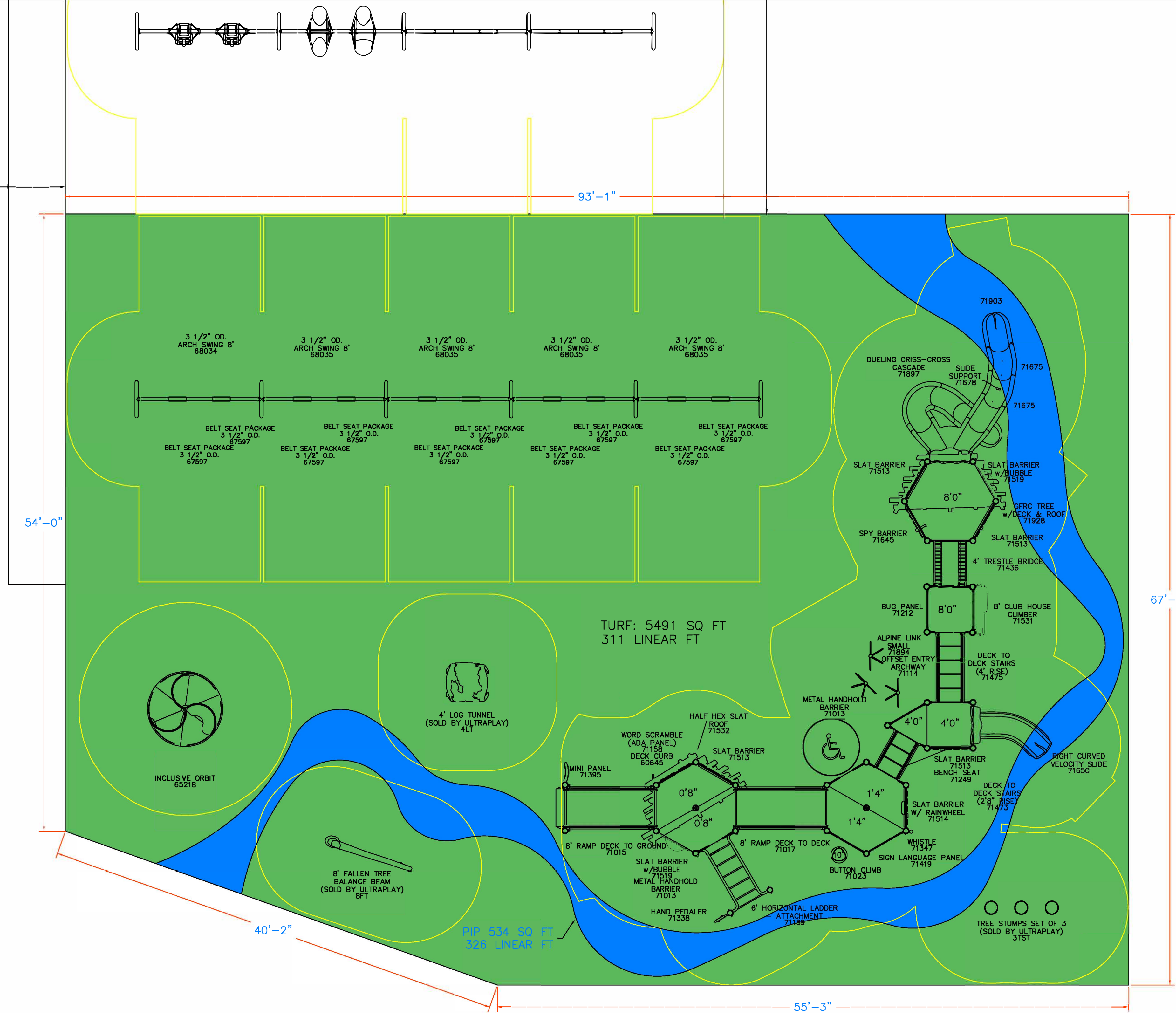
Play & Park Structures of Missouri and Southern Illinois



EXISTING EQUIPMENT FROM PREVIOUS PHASE



823 SQ FT
116 LINEAR FT



THE SITE DIMENSIONS WERE REFERENCED FROM SATELLITE IMAGING AND MUST BE VERIFIED FOR ACCURACY.

It is the manufacturer's opinion that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment.

IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

OMNIA COST MODEL EXAMPLE



Play & Park Structures of MO
 303 Bass St.
 Park Hills, MO, 63601
 Phone: 573-631-1968
 Fax: 423-425-3124
 Email:
 scasada@playandpark.com
 Contact: Steve Casada

Arcadia Valley - Option 1

Arcadia Valley School District
 Attn: Brian Beard
 750 Park Drive
 Ironton, MO 63650
 Phone: 573-546-9700
 bbeard@avr2.org

Quote Number: 796-143078A
 Quote Date: 6/17/2021

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	STRUCTURE	1	12421.8	\$131,234.00	\$131,234.00
	71031 -- RING CLAMP ASSEMBLY	65			
	71513 -- SLAT BARRIER	4			
	71212 -- BUG PANEL	1			
	71519 -- SLAT BARRIER W/BUBBLE	2			
	71645 -- SPY BARRIER	1			
	71650 -- RIGHT CURVED SLIDE 4'	1			
	71249 -- BENCH SEAT	1			
	71903 -- LONG EXIT SECTION	1			
	71675 -- CURVE LEFT SECTION	2			
	71678 -- SLIDE SUPPORT	1			
	71897 -- DUELLING CRISS-CROSS CASCADE	1			
	71000 -- SQUARE DECK	2			
	71001 -- TRIANGLE DECK	1			
	71531 -- CLUB HOUSE CLIMBER	1			
	71436 -- 4'TRESTLE BRIDGE	1			
	71395 -- MINI PANEL	1			
	7202 -- ECHO CHAMBER ASSEMBLY	1			
	71347 -- WHISTLE	1			
	71532 -- HALF HEX SLAT ROOF W/EXT	1			
	71338 -- HAND PEDALER	1			
	71189 -- HORIZ LADDER 2'-0"	1			
	71013 -- METAL HANDHOLD BARRIER	2			
	71419 -- SIGN LANGUAGE PANEL	1			
	71894 -- SMALL ALPINE LINK	1			
	71114 -- OFFSET ENTRY ARCHWAY	1			
	60645 -- DECK CURB	1			
	71158 -- WORD SCRAMBLE-ADA PANEL	1			
	71023 -- BUTTON STEP 1'-4"	1			
	71514 -- SLAT BARRIER W/RAIN WHEEL	1			
	71475 -- DECK TO DECK STAIR 4'-0"	1			
	71928 -- GFRC TREE W/DECK & ROOF	1			
	71473 -- DECK TO DECK STAIR 2'-8"	1			
	71003 -- SEMI-HEX DECK	4			
	71017 -- RAMP DECK TO DECK	1			
	71015 -- RAMP DECK TO GROUND	1			
	60949 -- 5"OD ALUM UPR 7' W/CAP	2			
	60178 -- 5"OD ALUM UPR 8' W/CAP	6			
	61320 -- 5"OD AL UPR W/O CAP 6'LG	2			
	60060 -- 5"OD ALUM UPR 12'W/CAP	1			
	60956 -- 5"OD ALUM UPR 9'W/CAP	4			
	60945 -- 5"OD ALUM UPR 9'W/O CAP	4			
	60088 -- 5"OD ALUM UPR W/CAP 14'	4			
	60059 -- 5"OD ALUM UPR 10'W/CAP	4			
	71503 -- FLAT CAP PACKAGE	2			
OMNIA	OMNIA DISCOUNT	1	0	(\$64,980.16)	(\$64,980.16)
	--				

OMNIA COST MODEL EXAMPLE

65218	INCLUSIVE ORBIT	1	794	\$13,499.00	\$13,499.00
OMNIA	OMNIA DISCOUNT	1	0	(\$1,079.92)	(\$1,079.92)
- -					
67597	BELT SEAT 3 1/2"OD	10	220	\$299.00	\$2,990.00
OMNIA	OMNIA DISCOUNT	10	0	(\$23.92)	(\$239.20)
- -					
68035	3.5"OD STD ARCH SWING AAB	4	752	\$843.00	\$3,372.00
OMNIA	OMNIA DISCOUNT	4	0	(\$67.44)	(\$269.76)
- -					
68034	3.5"OD STANDARD ARCH SWIN	1	315	\$1,367.00	\$1,367.00
OMNIA	OMNIA DISCOUNT	1	0	(\$109.36)	(\$109.36)
- -					
MISC	UP508- MODIFIED	1	0	\$40,000.00	\$40,000.00
	- (1) LARGE SANDSTONE (1) MEDIUM SANDSTONE (1) CREW NET (1) CONCEPTS NET				
OMNIA	OMNIA DISCOUNT	1	0	(\$4,000.00)	(\$4,000.00)
- -					
4LT	NatureROCKS 4' LOG TUNNEL	1	0	\$4,114.00	\$4,114.00
OMNIA	OMNIA DISCOUNT	1	0	(\$411.40)	(\$411.40)
- -					
8FT	NatureROCKS 8' FALLEN TREE BALANCE BEAM	1	0	\$4,234.00	\$4,234.00
OMNIA	OMNIA DISCOUNT	1	0	(\$423.40)	(\$423.40)
- -					
3TST	NatureROCKS TREE STUMPS - SET OF 3 (2-5 yr.)	1	0	\$2,780.00	\$2,780.00
SURCHARGE	ULTRA SURCHARGE	1	0	\$3,757.91	\$3,757.91
OMNIA	OMNIA DISCOUNT	1	0	(\$278.00)	(\$278.00)
- -					
INSTALL	INSTALLATION	1	0	\$47,030.00	\$47,030.00
	- <i>Install ONLY equipment as per prints provided. Site prep to a maximum of a 6" cut, spoils left of site up to 6,834 sf. Removal of existing playsystem within the 6,834 sf area.</i>				
DISC	CWO DISCOUNT	1	0	(\$2,573.51)	(\$2,573.51)

Total Weight: 14502.8

SubTotal: \$180,013.20

Material Surcharge: \$12,229.28

Freight: \$11,556.57

Total Amount: \$203,799.05

Pricing per National IPA / OMNIA Partners Public Sector Contract #R170303. Please reference contract number on your purchase order made out to Play and Park Structures. Taxes not included. If the customer is not exempt, taxes will be added to the total.

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of MO.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Payment terms: by credit card, VISA or MasterCard.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Purchase Amount: _____ \$203,799.05

P.O. No: _____

Date: _____

Phone: _____

Facsimile _____

Order Information

Bill to: _____

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Fax: _____

Ship to: _____

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Jobsite Contact: _____

Jobsite Phone: _____

Jobsite Fax: _____

Enter desired color palette name: _____ OR

Enter desired color: Uprights () Decks ()

Accents () Roofs/Tubes () Slides/Panels ()

Play & Park Structures of MO

By: _____

Salesperson's signature

Salesman's Signature

Customer's Signature





IPEMA ASTM F1487-17 CERTIFICATE OF COMPLIANCE

ISSUE DATE: June 4, 2021

Requested By: Steve Casada

Project: 796-143078A Arcadia Valley Option 1

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-17 (excluding sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F1487-17 (excluding sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3).

This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
71158	Word Scramble (ADA Panel)	Supermax	Play & Park Structures
71347	Whistle	Supermax	Play & Park Structures
71436	Trestle Bridge – 4'	Supermax	Play & Park Structures
71000	Square Deck	Supermax	Play & Park Structures
71645	Spy Barrier	Supermax	Play & Park Structures
71894	SMALL ALPINE LINK	Supermax	Play & Park Structures
71678	Slide Support	Supermax	Play & Park Structures
71514	Slat Barrier W/Rain Wheel	Supermax	Play & Park Structures
71519	Slat Barrier W/ Bubble	Supermax	Play & Park Structures
71513	Slat Barrier	Supermax	Play & Park Structures
71419	Sign Language Panel	Supermax	Play & Park Structures
71003	Semi-Hex Deck	Supermax	Play & Park Structures
71031	Ring Clamp Assembly	Supermax	Play & Park Structures
71650	Right Curved Velocity Slide 4'	Supermax	Play & Park Structures
71015	Ramp Deck to Ground	Supermax	Play & Park Structures
71017	Ramp Deck to Ground	Supermax	Play & Park Structures
G60949	Post, Galvanized, 84" W/ Cap	Supermax	Play & Park Structures
G60945	Post, Galvanized, 108" W/O Cap	Supermax	Play & Park Structures
60949	Post, Aluminum, 84" W/ Cap	Supermax	Play & Park Structures
60945	Post, Aluminum, 108" W/O Cap	Supermax	Play & Park Structures
71114	Offset Entry Archway	Supermax	Play & Park Structures
71395	Mini Amaze Panel	Supermax	Play & Park Structures
71013	Metal Barrier	Supermax	Play & Park Structures
65218	INCLUSIVE ORBIT	Parkplay	Play & Park Structures
71338	Hand Peddler	Supermax	Play & Park Structures
71532	Half Hex Slat roof W/Upright Extension	Supermax	Play & Park Structures
71928	GFRC TREE WITH DECK AND ROOF	Supermax	Play & Park Structures
G61320	Galvanized 72" Post W/O Cap	Supermax	Play & Park Structures
71001	Equilateral Triangle Deck	Supermax	Play & Park Structures
7202	Echo Chamber Assembly	Parkplay	Play & Park Structures
71897	Dueling Criss-Cross Cascade	Supermax	Play & Park Structures



IPEMA ASTM F1487-17 CERTIFICATE OF COMPLIANCE

ISSUE DATE: June 4, 2021

Requested By: Steve Casada

Project: 796-143078A Arcadia Valley Option 1

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
71475	Deck to Deck stairs 4' Rise	Supermax	Play & Park Structures
71473	Deck To Deck Stairs 2'8" Rise	Supermax	Play & Park Structures
60645	Deck Curb	Supermax	Play & Park Structures
71675	Curved Left Section	Supermax	Play & Park Structures
71531	Club House Climber	Supermax	Play & Park Structures
71023	Button Climb	Supermax	Play & Park Structures
71212	Bug Laser Above Deck	Supermax	Play & Park Structures
71249	Bench Seat	Supermax	Play & Park Structures
67597	Belt Seat Package	Parkplay	Play & Park Structures
61320	Aluminum 72" Post W/O Cap	Supermax	Play & Park Structures
G60178	96" Post W/Cap, Galvanized	Supermax	Play & Park Structures
60178	96" POST W/CAP, ALUMINUM	Supermax	Play & Park Structures
71189	6' Horizontal Ladder – Attachment (2'-0")	Supermax	Play & Park Structures
68035	3.5" O.D. Arch Swing – Add-A-Bay	Parkplay	Play & Park Structures
68034	3.5" O.D. Arch Swing – 2 Seats	Parkplay	Play & Park Structures
G60088	168" POST W/CAP, GALVANIZED	Supermax	Play & Park Structures
60088	168" POST W/CAP ALUMINUM	Supermax	Play & Park Structures
G60060	144" POST W/O CAP, GALVANIZED	Supermax	Play & Park Structures
60060	144" POST W/CAP ALUMINUM	Supermax	Play & Park Structures
G60059	120" Post W/Cap, Galvanized	Supermax	Play & Park Structures
60059	120" POST W/CAP ALUMINUM	Supermax	Play & Park Structures
G60956	108" Post W/Cap, Galvanized	Supermax	Play & Park Structures
60956	108" Post W/Cap, Aluminum	Supermax	Play & Park Structures



IPEMA CSA Z614:20 CERTIFICATE OF COMPLIANCE

ISSUE DATE: June 4, 2021

Requested By: Steve Casada

Project: 796-143078A Arcadia Valley Option 1

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to CSA Z614:20 (excluding clauses 10 and 11) Children's Playspaces and Equipment.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of CSA Z614:20 (excluding clauses 10 and 11).

This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
71894	SMALL ALPINE LINK	Supermax	Play & Park Structures
71514	Slat Barrier W/Rain Wheel	Supermax	Play & Park Structures
71519	Slat Barrier W/ Bubble	Supermax	Play & Park Structures
71513	Slat Barrier	Supermax	Play & Park Structures
71419	Sign Language Panel	Supermax	Play & Park Structures
71650	Right Curved Velocity Slide 4'	Supermax	Play & Park Structures
71015	Ramp Deck to Ground	Supermax	Play & Park Structures
71017	Ramp Deck to Ground	Supermax	Play & Park Structures
G60949	Post, Galvanized, 84" W/ Cap	Supermax	Play & Park Structures
G60945	Post, Galvanized, 108" W/O Cap	Supermax	Play & Park Structures
60949	Post, Aluminum, 84" W/ Cap	Supermax	Play & Park Structures
60945	Post, Aluminum, 108" W/O Cap	Supermax	Play & Park Structures
65218	INCLUSIVE ORBIT	Parkplay	Play & Park Structures
G61320	Galvanized 72" Post W/O Cap	Supermax	Play & Park Structures
7202	Echo Chamber Assembly	Parkplay	Play & Park Structures
60645	Deck Curb	Supermax	Play & Park Structures
71531	Club House Climber	Supermax	Play & Park Structures
71023	Button Climb	Supermax	Play & Park Structures
71249	Bench Seat	Supermax	Play & Park Structures
61320	Aluminum 72" Post W/O Cap	Supermax	Play & Park Structures
G60178	96" Post W/Cap, Galvanized	Supermax	Play & Park Structures
60178	96" POST W/CAP, ALUMINUM	Supermax	Play & Park Structures
71189	6' Horizontal Ladder – Attachment (2'-0")	Supermax	Play & Park Structures
68035	3.5" O.D. Arch Swing – Add-A-Bay	Parkplay	Play & Park Structures
68034	3.5" O.D. Arch Swing – 2 Seats	Parkplay	Play & Park Structures
G60088	168" POST W/CAP, GALVANIZED	Supermax	Play & Park Structures
60088	168" POST W/CAP ALUMINUM	Supermax	Play & Park Structures
G60060	144" POST W/O CAP, GALVANIZED	Supermax	Play & Park Structures
60060	144" POST W/CAP ALUMINUM	Supermax	Play & Park Structures
G60059	120" Post W/Cap, Galvanized	Supermax	Play & Park Structures
60059	120" POST W/CAP ALUMINUM	Supermax	Play & Park Structures
G60956	108" Post W/Cap, Galvanized	Supermax	Play & Park Structures



IPEMA CSA Z614:20 CERTIFICATE OF COMPLIANCE

ISSUE DATE: June 4, 2021

Requested By: Steve Casada

Project: 796-143078A Arcadia Valley Option 1

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
60956	108" Post W/Cap, Aluminum	Supermax	Play & Park Structures





IPEMA
INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



IPEMA CSA Z614:20 CERTIFICAT DE CONFORMITÉ

Date de Délivrance Initiale: juin 4, 2021

Demandé par: Steve Casada

Nom du parc: 796-143078A Arcadia Valley Option 1

Dans l'intérêt de la sécurité au terrain de jeu, IPEMA offre une certification par une tierce partie et TÜV SÜD America valide une certification par le fabricant de la conformité à la norme CSA Z614:20 (excluant les articles 10, 11) les enfants les espaces de jeu et du matériel.

Le fabricant ci-dessous a reçu la validation de la part de TÜV SÜD America que les produits énumérés ci-dessous sont conformes aux exigences de la norme CSA Z614:20 (excluant les articles 10, 11).

Ce certificat n'est pas valide si un composant ou une pièce est remplacé, à moins que le composant soit acheté du fabricant d'origine et assemblé conformément aux instructions du fabricant de l'équipement. Vérifiez auprès du fabricant pour déterminer la validité de la certification du (des) produit(s) indiqué(s) avant d'utiliser ce certificat pour la preuve de la certification.

MODÈLE n°	NOM COMMERCIAL DU PRODUIT	LIGNE DE PRODUIT	MANUFACTURIER
71894	SMALL ALPINE LINK	Supermax	Play & Park Structures
71514	Slat Barrier W/Rain Wheel	Supermax	Play & Park Structures
71519	Slat Barrier W/ Bubble	Supermax	Play & Park Structures
71513	Slat Barrier	Supermax	Play & Park Structures
71419	Sign Language Panel	Supermax	Play & Park Structures
71650	Right Curved Velocity Slide 4'	Supermax	Play & Park Structures
71015	Ramp Deck to Ground	Supermax	Play & Park Structures
71017	Ramp Deck to Ground	Supermax	Play & Park Structures
G60949	Post, Galvanized, 84" W/ Cap	Supermax	Play & Park Structures
G60945	Post, Galvanized, 108" W/O Cap	Supermax	Play & Park Structures
60949	Post, Aluminum, 84" W/ Cap	Supermax	Play & Park Structures
60945	Post, Aluminum, 108" W/O Cap	Supermax	Play & Park Structures
65218	INCLUSIVE ORBIT	Parkplay	Play & Park Structures
G61320	Galvanized 72" Post W/O Cap	Supermax	Play & Park Structures
7202	Echo Chamber Assembly	Parkplay	Play & Park Structures
60645	Deck Curb	Supermax	Play & Park Structures
71531	Club House Climber	Supermax	Play & Park Structures
71023	Button Climb	Supermax	Play & Park Structures
71249	Bench Seat	Supermax	Play & Park Structures
61320	Aluminum 72" Post W/O Cap	Supermax	Play & Park Structures
G60178	96" Post W/Cap, Galvanized	Supermax	Play & Park Structures
60178	96" POST W/CAP, ALUMINUM	Supermax	Play & Park Structures
71189	6' Horizontal Ladder – Attachment (2'-0")	Supermax	Play & Park Structures
68035	3.5" O.D. Arch Swing – Add-A-Bay	Parkplay	Play & Park Structures
68034	3.5" O.D. Arch Swing – 2 Seats	Parkplay	Play & Park Structures
G60088	168" POST W/CAP, GALVANIZED	Supermax	Play & Park Structures
60088	168" POST W/CAP ALUMINUM	Supermax	Play & Park Structures
G60060	144" POST W/O CAP, GALVANIZED	Supermax	Play & Park Structures
60060	144" POST W/CAP ALUMINUM	Supermax	Play & Park Structures
G60059	120" Post W/Cap, Galvanized	Supermax	Play & Park Structures
60059	120" POST W/CAP ALUMINUM	Supermax	Play & Park Structures



IPEMA INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
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IPEMA CSA Z614:20 CERTIFICAT DE CONFORMITÉ

Date de Délivrance Initiale: juin 4, 2021

Demandé par: Steve Casada

Nom du parc: 796-143078A Arcadia Valley Option 1

MODÈLE n°	NOM COMMERCIAL DU PRODUIT	LIGNE DE PRODUIT	MANUFACTURIER
G60956	108" Post W/Cap, Galvanized	Supermax	Play & Park Structures
60956	108" Post W/Cap, Aluminum	Supermax	Play & Park Structures

Tab 3 - Performance Capability

- B. OMNIA Partners response for national cooperative contract**
a. Appendix D, Exhibit A:

3.0 Supplier Response

3.1 Company: (Official registered name: PS Commercial Play LLC, dba Play and Park Structures)

- A.** Since 1796, Play and Park Structures has been centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, and build communities through play and recreation. Play and Park Structures has an appropriate play solution for a full spectrum of needs and aesthetics; including parks, schools, early childhood centers, churches, and community centers. Whether your project calls for a traditional playground or a personalized play space, the variety of styles and materials offered allows you to choose the perfect playground to complete your vision. What sets Play and Park Structures apart from other companies is the ability to deliver a boutique experience with the backing of the largest playground manufacturer in the world. Focusing on fact-based research coupled with observing and studying how children play informs every aspect of our component and product design, helping to create the ultimate play experience that keeps kids and parents coming back time and time, and time again.

The PPS Boutique Experience Video below:



Why Play and Park Structures?

Play and Park Structures knows that playgrounds are an integral part of childhood development. We strive to provide high quality products that inspire children's imaginations and creativity through innovation and superior product design.

Our design team continually advances the concept of play through unique designs, including traditional post and platform playgrounds, deckless, continuous-play structures, as well as nature inspired playgrounds.

Play and Park Structures created the first Outdoor Creative Play & Learning System that brings standards-based activities to the playground and outdoor environments to support children's physical and mental development.



With over 400,000 square foot in manufacturing and distribution, our facility is equipped to handle orders of large or small quantities with a typical lead time of 24 to 45 days.

- **Access to a world-class manufacturing facility that is ISO 9001 and 14001 certified to meet all industry standards**
- **PCI (Powder Coating Institute) 4000 certified facility**
- **Committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children**
- **The industry's leading warranty, providing protection and assurance for your playground investment**

About Our Parent Company:

PlayCore is a purpose driven Company committed to building stronger communities around the world by advancing play and recreation. The company infuses scholarly learning, through its Center for Outreach, Research, and Education, into its comprehensive family of brands. PlayCore combines best-in-class educational programming with the most comprehensive portfolio of play and recreation products and services to create tailored solutions that match the unique needs of each community served.

Link to parent company website:


<http://www.playcore.com>

B. Total number and location of salespersons:

- a. Number of office locations in the United States:
 - i. **23 (Including corporate & Manufacturing location)**
- b. Number of salespersons in the United States:
 - i. **70+ sales professionals across the United States**

C. Number and location of support centers:

- a. **23 locations and support centers throughout the United States**

 2022 Sales Group Listing		
Agency/Distributor	State (Country)	Territories / Counties
Hammill Recreation, LLC	ALABAMA	ALL
CORPORATE	ALASKA	ALL
Desert Recreation Inc.	ARIZONA	ALL
PPS of OK - Heather Harp	ARKANSAS	NORTHWEST ARKANSAS
Bliss Products	ARKANSAS	NORTHEAST ARKANSAS
CORPORATE	ARKANSAS	SOUTHERN ARKANSAS
Northern California Recreation - John Ogden	CALIFORNIA	NORTHERN CALIFORNIA
PPS of Central CA - Kathy Wiggins	CALIFORNIA	SOUTHERN, MID CA, FRESNO CALIFORNIA
Recreation Brands Southern CA - Mike Etchison	CALIFORNIA	SOUTH CALIFORNIA - SAN DIEGO AREA
Performance Recreation	COLORADO	ALL
New England Recreation Group	CT, MA, ME, NH, RH, VT	ALL
Bliss Products	DC, DE, FL, GA, LA, MD, MS, NC, SC, TN, VA	ALL
Playscape Recreation	HAWAII	ALL
CORPORATE	IDAHO	ALL
PPS of IL - Pat Puebla	ILLINOIS	ALL
Larson Equipment & Furniture Company	ILLINOIS	CHICAGO AREA
Commercial Recreation Specialist	IOWA	ALL
Playscape Recreation	KANSAS	ALL
Leisure Concepts	KENTUCKY, INDIANA, & OHIO	ALL
Midwest Recreation	MICHIGAN	ALL
Commercial Recreation Specialist	MINNESOTA	ALL
PPS of MO - Steve Casada	MISSOURI	ALL
CORPORATE	MONTANA	ALL
Commercial Recreation Specialist	NEBRASKA	ALL
PPS of NV & UT - Henry Sudweeks	NEVADA	ALL
PPS of NY & NJ - John Posanti	NEW JERSEY & NEW YORK	ALL
CORPORATE	NEW MEXICO	ALL
Commercial Recreation Specialist	NORTH DAKOTA	ALL
PPS of N. OH & W. PA - Kevin Hindes	OHIO	NORTH OHIO
PPS of OK - Heather Harp	OKLAHOMA	ALL
Wildwood Playgrounds NW	OREGON	ALL
PPS of N. OH & W. PA - Kevin Hindes	PENNSYLVANIA	WEST PENNSYLVANIA
PPS of NY & NJ - John Posanti	PENNSYLVANIA	EAST PENNSYLVANIA
Commercial Recreation Specialist	SOUTH DAKOTA	ALL
McKenna Construction	TEXAS	SOUTHEAST - HOUSTON AREA TEXAS
Heartland Park & Recreation	TEXAS	NORTHERN TEXAS
PPS of SOUTH TX - Jeff Mankins	TEXAS	SOUTH TEXAS
PPS of NV & UT - Henry Sudweeks	UTAH	ALL
Wildwood Playgrounds NW	WASHINGTON	ALL
PPS of N. OH & W. PA - Kevin Hindes	WEST VIRGINIA	ALL
Commercial Recreation Specialist	WISCONSIN	ALL
CORPORATE	WYOMING	ALL

Project schedule and coordination is the responsibility of our distribution partners with their end customer. We provide a cloud-based tracking site for our distribution partners to track all material while it is in the manufacturing process. Our web-based site provides all product, carrier, and estimated shipping data in order to ensure they can appropriately communicate delivery schedules with end users. We also have other tools available such as gantt chart workbooks which can be used to provide customers with forecasted construction schedules based on customer construction requirements.

D. Annual Sales for the three previous fiscal years:

- a. 2020: \$24,600,000
- b. 2019: \$28,900,000
- c. 2018: \$26,282,000
 - i. 20-0173831 – PS Commercial Play, LLC dba Play and Park Structures (W-9 – Exhibit 1)
 - ii. 03-700-8547 (Dunn & Bradstreet #)

E. Play and Park Structures believes in sustainability and is committed to taking the necessary steps to ensure our children have a safe environment to play. Play and Park Structures is proud to be ISO-14001 certified for our manufacturing facility in Fort Payne, AL. Also referred to as the “Green Certification”, ISO-14001 is an internationally recognized standard for environment management, measurement, evaluation, and auditing.

- a. **Please reference the attached PPS Environmentally Friendly and PPS Recycled Content documents. (PPS Exhibit 2)

F. *PlayCore has a policy in place for providing equal opportunity to all employees and applicants for employment, in accordance with all applicable equal employment opportunities/affirmative action laws, directives and regulations of federal, state and local governing bodies or agencies.

*We have also included a copy of Playcore’s mission and values below: (Exhibit 3)



- G.** Indicate if supplier holds any of the below certifications in any classified area and include proof of such certification in the response:
- MWBE: No
 - SBE: No
 - NUB: No
 - HUBZone: No
 - Other diversity certificate: No
- H.** Play and Park Structures has certified installers that go through a very intensive two-day training in order to install our equipment in a professional and timely manner. The course consists of one day of classroom course work, and one day of in field installation. The course covers all aspects of equipment safety, such as proper project management techniques and general safety practices. All our sales agencies are required to have a certified install within their region.

Company	Training	Office Location	Expiration
RTA Playground Construction, Inc.	2015	IN	12/8/2021
Central Coast Playgrounds, Inc.	pending	CA	1/14/2022
P & J Lawn And Landscape, Inc.	2017	CT	1/16/2022
Barcon Construction, LLC	2016	TX	1/24/2022
MGC Developers	2020	CT	2/17/2022
The Assembly Authority	2020	FL	2/17/2022
Maddog Industries	2020	TX	2/18/2022
PD Play	2020	CA	2/18/2022
Custom Playgrounds	2020	IL	2/20/2022
R.E. Schultz Construction, Inc.		CA	2/20/2022
Paradigm Contracting	2013	TX	2/22/2022
Final Phase Group	2020	IL	2/23/2022
Parkscap Solutions, LLC	2020	IL	2/23/2022
TNT Installers, Inc.	2015	FL	2/24/2022
Turf Tek	2020	NY	2/24/2022
Outdoor Construction Services Of Virginia LLC	2020	VA	3/16/2022
Performance Recreation (Rep Co.)		CO	3/25/2022
Corby Associates, Inc.	2013	NJ	4/12/2022
The Copponex Group LLC	2015	GA	8/28/2022
Progressive Surface Solutions, LLC	2019	CA	11/22/2022
M2 Ventures LLC	2019	TX	12/20/2022
Mckenna Contracting, Inc. (Rep Co.)	2009	TX	12/27/2022
Reale Associates, Inc.	2007	MA	12/29/2022
Createscapes Construction, Inc.	2007	CT	1/3/2023
Bladecutter'S, Inc.	2019	OH	2/7/2023
Bliss Products And Services, Inc. (Rep Co.)	2019	GA	2/7/2023
Willow Playworks	2017	PA	2/9/2023
Dostals Construction Co., Inc.	2005	NE	3/16/2023
American Fence Company (Rep Co.)	2017	SD	3/21/2023
Playco Park Builders, Inc.	2012	CO	3/21/2023
Playsites Plus Surfaces, Inc.	2014	NY	3/22/2023
Who Built Creative Builders, Inc. DbA Creative Builders	2004	CA	3/23/2023
Green-Up Landscape, Inc.	2004	IL	3/30/2023
Indian Nations Enterprises, Inc.	2015	TX	3/31/2023
Western State Builders	2019	CA	9/7/2023
National Playground Construction, LLC	2011	FL	10/20/2023

- I. What sets Play and Park Structures apart from other companies is the ability to deliver a boutique experience with the backing of the largest playground manufacturer in the world. Focusing on fact-based research, coupled with observing and studying how children play, drives every aspect of our component and product design, helping to create the ultimate play experience that keeps kids and partners coming back time and time again.



- J. PlayCore is currently owned by Court Square Capital Management. Previous company information can be pulled from our Dun & Bradstreet Number: DUNS #03-700-8547. There is no previous litigation, bankruptcy or reorganization factors associated with Play and Park Structures or this solicitation.
- K. Felony Conviction Notice: Indicate if the supplier
- No (Not a publicly held company)
 - No
 - No
- L. No debarment or suspension taken against the supplier

3.2 Distribution, Logistics

- A. Through Play and Park Structures and our parent company Playcore, we will be offering a complete portfolio of innovative products, programs and services to build healthy communities through play and recreation. We recognize that great play and recreation spaces are essential and beneficial for people of all ages which is why it is important to offer a compressive suite of products for this solicitation.

Products offered through this solicitation are as followed:

- Play and Park Structures – Exclusive Commercial Playground Equipment
- Big Toys – Wood focused commercial playground line

- UltraPlay – Budget/self-installation specific playground equipment
 - Freenotes – Music based recreation products
 - ActionFit – Outdoor fitness solutions
 - Ultrasite – Outdoor site furnishings (Tables, benches, bike racks, grills, etc.)
 - Everlast – Climbing walls
 - NRS – Outdoor bleachers
 - Ultrashade – Outdoor shade products
 - Surfacing – Protective fall material for outdoor play spaces
- B.** Play and Park Structures will place purchased orders with the appropriate production facility based on customer procurement request. Play and Park Structures has an extensive network of partners throughout the United States and we can service all domestic markets. We will utilize our transportation partners who have a nationwide presence to meet any and all delivery locations that may be requested by our customers.
- C.** Customers can verify they are receiving contact pricing by reaching out to Play and Park Structures direct, reaching out to Omnia Partners support staff, or perform the analysis themselves. We manage all our Omnia partners quoting in house through our sales support specialist Mackenzie Oldham. Mackenzie has been trained on the pricing requirements of the contract and understands the background of the contract. Through our quoting process, Mackenzie shows the MSRP of the product and the discounted rate of the product on our pricing quotes. This information is all verifiable through OMNIA partners and the public published price list that will be made available on our contract landing page. Additionally, our team will also be made available as needed to verify any pricing questions from the customer.
- D.** Per the products described in section A of 3.2, there could be products coming from eight different production facilities. All of these facilities follow the same operational principals of Playcore and you can be confident that the quality of all Play and Park Structures and Playcore supplied products will be consistent. Our sales team and staff will make you sure your experience is enjoyable regardless of the production facility location. Our team will make sure to provide proactive communication and coordination on all delivery and unloading of equipment.
- E.** Play and Park Structures has a core 400,000 SF facility based on Fort Payne, Alabama that our commercial playground equipment is produced from. As seen in the map below, we have several other core and specialized facilities across the country that our products will be distributed from. These facilities vary in size and capability, but all facilities will follow consistent operations and quality standards requirements.



3.2 Marketing and Sales

- A.** Provide a detailed 90 day plan beginning from award date of the master agreement describing the strategy to immediately implement the master agreement as supplier's primary go to market strategy for public agencies to suppliers teams nationwide, in include, but not limited to:
- I. First 30 days:
 - Upon award of contract, PPS will draft and deploy a press release announcing the contract award through all relevant channels of social media partners
 - PPS will update brand website to include OMNIA logo, link to OMNIA website, and features/benefits of contract will be listed on our Play and Park Structures website.
 - PPS will add OMNIA announcement on Blog of Play and Park Structures website
 - PPS will update marketing materials to include any new OMNIA content, to be used as downloadable documents on the website, and as content that can be requested through e-newsletters and other print advertising sources
 - PPS will include OMNIA content/logo in latest promotional materials to remind customers about the benefits of contract purchasing
 - II. Second 30 days:
 - PPS will schedule webinar training to coincide with monthly rep meetings to keep OMNIA top of mind, and to ensure Sales reps are presenting OMNIA as part of the sales call process
 - PPS will create signage that can be used at all regional and national trade shows, giving the contract high visibility at all virtual and in person conferences
 - III. Final 30 days and ongoing:
 - PPS will continue to remind reps about the Omnia contract through weekly email updates, quarterly newsletters, tradeshow materials, website, and social media
 - PPS will add OMNIA information to quarterly promotions, or through links on the website for digital promotions
 - PPS will continue to add information about OMNIA on all new rep trainings, and national sales meetings, along with bringing in OMNIA to support dedicated joint trainings with the Play and Park Structures team.
- B.** Provide a detailed 90-day plan beginning from award date of the Master agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, but not limited to:
- Play and Park Structures will submit a press release announcing the OMNIA contract within the first 30 days of being awarded the contract
 - Play and Park Structures will post announcements on all social media, including the brand's website
 - Play and Park Structures will include information about OMNIA on any promotional materials advertised throughout the year, calling out the importance of this buying contract
 - Play and Park Structures will update their co-branded collateral with new images and any updated content provided by OMNIA
 - Play and Park Structures will make every effort to include the OMNIA contract in national advertisements in trade publications and national show programs

- Play and Park Structures will provide signage at regional tradeshows announcing the contract, with visibility on collateral tables. In addition, PLAY & PARK STRUCTURES will train the sales teams to promote the OMNIA contract whenever appropriate
- Play and Park Structures will update existing webpage on their branded website with OMNIA contract information and link to OMNIA for registration option
- Play and Park Structures will have a direct link to OMNIA Partners website as a customer resource.
- Due diligence documents including copy of solicitation, copy of contract and any amendments, marketing materials will all be organized on the OMNIA website and we will work to ensure that all distributors know where to resources this information.

C. Play and Park Structures will train distributors on cooperative purchasing in partnership with OMNIA. With customers constantly looking for an administrative tool to save on time and reducing administrative cost in the procurement process, we will make sure our sales team is leading with OMNIA Partners as a buying resource. By using the OMNIA contract, customers can save time, and get more tangible product for their time and effort. Play and Pak Structures will continue to use Omnia as our most favorable procurement contract. We have been partners with TCPN, NIPA, and OMNIA over that last ten years and our distribution is familiar and comfortable with the process.

Play and Park Structures has relationships across the country, and we try to accommodate all customers that want to purchase playground equipment from Play and Park Structures. Below is a list of contracts that Play and Park currently holds with various organizations. Most of these contracts are regional and Play and Park Structures would continue to use Omnia as their preferred national contract.

- Texas Buyboard- Contacts vary
- Oregon State Contract- Shirley Smith 503-378-5395
 - Oregon is the Lead state agency for state contracts through NASPO
 - Sate contracts held: AR, MO, MT, NM, NY, ND, OK, SC, SD, UT, VA, WA
- TIPS- Kim Thompson kim.thompson@tips-usa.com
- KPN – Sue McDermott(Program Assistant) – 570 246-5934, smcdermott@csiu.org
- COSTARTS – Kathy Garman:717-346-4056 – katgarman@pa.gov

- D. We acknowledge that our organization agrees to provide the Play and Park Structures logo to OMNIA partners and agrees to provide permission for reproduction of such logo in joint marketing communications and promotions.
- E. Play and Park Structures will include OMNIA training as part of the monthly sales webinar series, and as part of ongoing training for new sales associates. Additionally, OMNIA will be featured in National Sales meeting agendas as a critical element in the sales process. We will always welcome OMNIA partners staff and sales enablement team to have direct access to our sales team for training and contract support.
- F. As stated in E, Play and Park Structures will include OMNIA training as part of the monthly sales webinar series, and as part of ongoing training for new sales associates. Additionally, OMNIA will be featured in National Sales meeting agendas as a critical element in the sales process. We will always welcome OMNIA partners staff and sales enablement team to have direct access to our sales team for training and contract support.

G. Organization Administrative responsibility:

I. Executive Support:

- i. Lindsay Hill – lindsay.hill@playandpark.com, 423-425-3132
Sr. Vice President & Business Group Manager

II. Marketing:

- i. Kelly Ellington – kelly.ellington@playandpark.com, 423-432-0442
Director of Marketing & Product Management

III. Sales:

- i. Matt Mitchell – matt.mitchell@playandpark.com, 423-425-3165
Director of Sales Administration
- ii. Tom Casey – Tom.Casey@playandpark.com, 423-425-3169
National Director of Sales
- iii. Bethany Smisson – bethany.smisson@playandpark.com, 423-648-5606
Associate Sales Manager

IV. Sales Support:

- i. Kelly Conely – kelly.conely@playandpark.com, 423-648-5585
Sales Administrative Supervisor
- ii. Mackenzie Oldham – mackenzie.oldham@playandpark.com, 423-425-3189
Sales Support Specialist

V. Financial Reporting:

- i. Kelly Conely – kelly.conely@playandpark.com will be the main reporting contact
Sales Administrative Supervisor

VI. Accounts Payable:

- i. Connie Saylor – connie.saylor@playcore.com, 423-425-3171
Credit Manager
- ii. Financial Team is supported by Jesse Taylor, SVP of Finance

VII. Contracts:

- i. Matt Mitchell – matt.mitchell@playandpark.com, 423-425-3165
Director of Sales Administration
- ii. Maria Townson – maria.townson@playcore.com
Corporate director of Risk Management

- H.** Play and Park Structures goes to market through exclusive distribution partners and direct sales reps. We have strategically organized our sales reps to maximize our market penetration throughout the United States. All of our Sales professional have formal distribution contracts and territory requirements specific to sales and marketing goals for the territory. Tom Casey is out National Director of Sales and has over 20 years of experience in the play industry and over 30+ years of experience building out stable and structured distribution networks.

Tom Casey

National Director of Sales
Play & Park Structures
423-596-4358
www.playandpark.com

- I. Our Sales team will work with Omnia partners closely to grow their territory through the Omnia partnership. Our reps will be regularly engaged in training around Omnia Partners and asking how the customer plans to purchase their equipment will always be part of the customer fact finding. Our sales team will also be tasked with regularly partnering with Omnia Partners regional manager to ensure we are maximizing our joint efforts and available tools.
 - ii. Play and Park Structures will always continue to provide a dedicated staff to the execution and growth of our partnership with Omnia Partners. The team will use collaboration across sales, marketing, and administration procedures to ensure we are maximizing our knowledge and execution against the master agreement.
- J. *We track our sales internally by consumer group and this information is not readily available at this time. Below is a list of top customer that can be identified in our reference section by entity name and volume.

Qualification and Experience

a. References

Entity Name	Contact Name and Title	Contact Phone & Email	City and State	Years Served	Description of Services	Annual Volume
City of Chesapeake	Kevin Kaul, Parks Manager	757-382-6411, kkaul@cityofchesapeake.net	Chesapeake, VA	5 years	Play equipment, site amenities, install, etc.	\$100K +
Virginia Beach Schools	Anthony L. Arnold, Executive Director, Facilities Services	757-263-1090, aarnold@vbschools.com	Virginia Beach, VA	6 years	Play equipment, site amenities, install, etc.	\$100K +
Chesapeake Public Schools	John A. Bailey, Director of School Plants	757-547-0130, john.bailey@cpschools.com	Chesapeake, VA	5 years	Play equipment, site amenities, install, etc.	\$100K +
Seguin ISD	Pete Silvius, Director Whole Child Initiatives	830-401-8659, psilvius@seguin.k12.tx.us	Seguin, TX	5 years	Play equipment, site amenities, install, etc.	\$1.1M
Brownsville ISD	Genaro Martinez, Maintenance Supervisor	956-466-6228, gemartinez@bisd.us	Brownsville, TX	5 years	Play equipment, site amenities, install, etc.	\$1.2M
Palm Springs Unified School District	Kent Hems, Project Manager	760-883-2710 Opt. 1, then Opt. 3, khems@psusd.us	Palm Springs, CA	3 years	Play equipment, site amenities, install, etc.	\$250K
Imperial County Office of Education	Wendy Rangel, Facilities Manager	760-312-6435, wrangel@icoe.org	Imperial, CA	4 years	Play equipment, site amenities, install, etc.	\$75K
El Centro Elementary School District	Michael Reyla, Director of Maint., Operations & Transportation	760-353-9200 ext. 7033, mreyla@ecesd.org	El Centro, CA	4 years	Play equipment, site amenities, install, etc.	\$100K +
Jefferson County Board of Education	Janet Hagood, Director of Federal Programs	205-379-2000, jhagood@jefcoed.com	Birmingham, AL	6 years	Play equipment, site amenities, install, etc.	\$75K
Fayette County Public Schools	Larry Hellard, Utility Services Supervisor	859-381-3818, larry.hellard@fayette.kyschools.us	Lexington, KY	16 years	Play equipment, site amenities, install, etc.	\$75K
Rockford School District 205	Cindy Nelson, Operations Coordinator	815-621-4842, nesoncy@rps205.com	Rockford, IL	4 years	Play equipment, site amenities, install, etc.	\$75K

The above are references for individual Play & Park Structures playground equipment sales.

- K. All shipping information is managed through our exclusive representative reporting site. Any backorders or production changes are loaded into this site with real time information and also supported with calls from our customer service team. This technology also has mobile capability to allow sales reps and their administrative team to manage the information while they are on the road or out of the office.

Rep Reporting Site sample image below.

Our company has a comprehensive representative order tracking site (pictured above) which details all order information within our order management system. This information is organized by rep and shows detailed order information, backorders, shipped orders, and orders in production. Our order management site also details if orders are on credit, order entry, or engineering hold. It is also the responsibility of our customer service team to notify our agencies of any product backorders on a customer order. This allows the sales agency to manage the customer experience based on the real time data they are receiving from our production facility. Lastly, our carrier contracts require that all of our transportation carriers are required to provide a 24 hour call ahead on all product deliveries. This allows our customers and reps to adequately prepare for shipments with our carrier partners. We also have QR technology on all of our product deliveries, which allows our installers, sales reps, and end user to provide immediate feedback on the quality of the materials delivered to the end user destination.

L. Sales Forecast:

\$ 3,500,000 in year one
 \$ 4,500,000 in year two
 \$ 5,500,000 in year three

M. Through customer fact finding and qualification, we will always be working with customers to define the best procurement strategy that meets both their professional and community needs. We will also work to manage the customer expectation based on any procurement laws and requirements and will bring in Omnia Partners to consult with the customer as needed to clarify any open questions that may arise throughout the quoting and purchasing process.

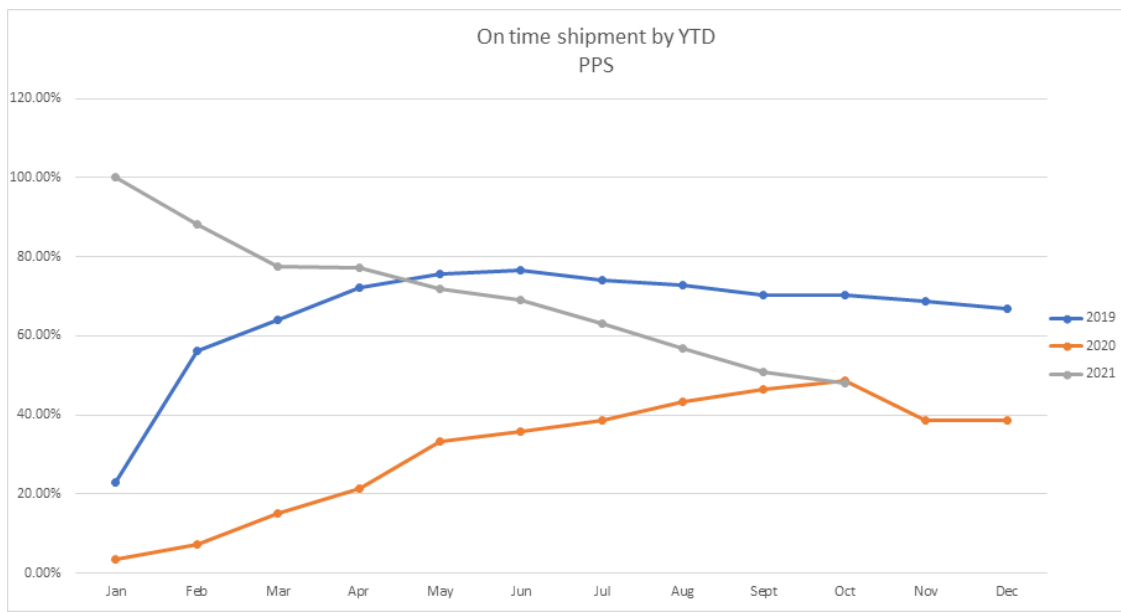
Tab 3 - Performance Capability Continued

- II. **Partner Administration agreement prior to contract award**
 - i. **Appendix D, Exhibit B:**
- III. **Federal Funds Certifications and New Jersey Business Compliance**
 - ii. **Appendix D, Exhibit F:**
- IV. **Describe how offeror responds to emergency orders.**

Offeror will work to handle any emergency orders within the normal process and procedures of our business structure. We operate on a just in time operation system and will work to prioritize any emergency orders in the operation as promptly as possible.

- V. **What is offeror's average Fill rate:**

On time fill rates are managed closely by our production facilities. Historically our manufacturing plant has been able to produce equipment on our three-week lead time with 80% plus on time fulfillment to the exact scheduled day. The below graph indicates our fill rate over the last three years. The last 18 months have been very volatile with labor and supply, which has moved lead times from three to 12 weeks as of today.



- VI. **What is offeror's average on time delivery rate? Describe offeror's history of meeting the shipping and delivery timelines:**

Play and Park Structures tracks their on-time delivery metrics closely. We utilize LTL and FTL shipping methods. This joint strategy provides a high level of delivery successes, as customers have to confirm deliveries prior to acceptance of delivery appointments. This joint strategy provides for flexibility to our end users and has proven very customer focused. We are always striving to improve our operations to ensure our supply chain, labor, and operational partners are appropriately aligned to meet the needs of our distributors and end customers.

VII. Describe Offeror's return and restocking policy

Returned goods may be requested for the following reasons:

- a. Return for credit. The customer may request a return on products based on the following conditions:
 - i. The product is a standard catalog model; no specials may be requested for return.
 - ii. Delivery has been made within the last 30 calendar days.
 - iii. The product is in merchantable condition and has never been installed or stored in an area of little or no protection.
 - iv. DuraMax uprights are made-to-order and cannot be returned.
- b. The Accounting Department will issue credit to the appropriate invoice after equipment is received and verified to be in merchantable condition. The following charges are withheld from any credit amount issued:
 - v. 25% restocking fee for all goods returned by truck.
 - vi. 20% restocking fee for all goods returned by UPS, FedEx, or US Mail.
 - vii. Freight charges will be deducted for both outbound and inbound.
 - viii. Rework charges resulting from labor and material necessary to return the product to merchantable condition.
 - ix. It is advised to obtain an estimated inbound freight for all returned goods to avoid confusion on the amount of the RGA.
- c. Customers receiving any unordered or incorrect parts must notify Play and Park Structures upon receipt and if requested, return the parts to Play and Park Structures within 30 days.
 - x. Play and Park Structures will be responsible for all freight, restocking, and rework charges on the wrong or defective parts.
 - xi. No credit will be issued for these types of returns. If parts are not returned, the customer may be billed for the equipment.
- d. To return goods, sales agencies/representatives must request authorization by completing and submitting to Customer Service the accompanying RGA from.
- e. Replacement parts carry a 7 to 21 day lead time and will follow the standard product warranty policies listed in this proposal.

VIII. Describe offeror's ability to meet service and warranty needs

Post installation and warranty support is the responsibility of our distribution partners and customer service team. We train annually on new policies and procedures that will help support a positive customer experience with our final products. We have maintenance and supervision guides which have been developed with industry partners to support our customer network with appropriate maintenance and supervision standards for their product purchase. These tools are available to our entire distribution network and we also support these programs through outreach which can be presented by our certified trainers in order to provide CEU's to our end customers which we have partnered with.

Our team places all warranty claims through our southern facilities packing slip procedure in order to ensure that all claims are appropriately cataloged with the manufacturing team. Our Fort Payne management team host weekly discrepancy meetings with all key management personal to discuss and review all claims which are submitted by our distribution partners. All of these claims are reviewed to identify the root cause and a corrective action plan is put in place to ensure the root cause is corrected. All claims are quoted within 24 to 48 hours with our customer service

team. We are able to take advantage of our quick ship program with some material and this helps support customers with an expedited turn around. Once we have the claim processed, it is the responsibility of our distribution partners to communicate the time frame and plan of action to correct the claim.

IX. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Play and Park Structures has a unique approach to customer service. Although Play and Park Structures does have a dedicated customer service department with over 30 years of experience, we see customer service as everyone's responsibility from corporate employees to our sales team. All of our distributors have customer service representatives in their office to process all Customer Service Requests (CSR's). Our corporate service center is located in Ft. Payne, AL at the PlayCore Southern Fulfillment Center. All requests are sent electronically via our automated CSR system from the dealer service centers to our corporate service center. Our corporate service center is open Monday-Friday from 8:00 AM to 5:00 PM CST. All requests are processed the same day and a response is sent out to the customer on their claim.

X. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Play and Park Structures has the below credit options that are evaluated with our credit manager. Invoices are distributed at time of shipment based on the agreed to customer credit terms. Play and Park Structures can accept all forms of payment and absorbs any relevant fees associated with collection of open AR.

Extending Credit Terms: Credit will be reviewed by both Playcore/Play and Park Structures and finance partner on all orders over \$1k requesting terms. When credit information is insufficient for Playcore/Play and Park Structures to extend terms, and financing is deemed necessary to process the order, the customer will be notified and reserves the sole right to accept or decline the financing option.

Payment terms/options:

4. Payment in full, net 30 days subject to approval by Play and Park Structures Credit Manager.
5. Payment net 30 days for tax supported governmental agencies.
6. Payments accepted by credit card, VISA or MasterCard, check submitted with order payment in full, and by wire transfer at time of order.

XI. Describe Offeror's contract implementation/customer transition plan.

Play and Park Structures currently has a contract implementation plan that has been successful over the last ten years of our partnership with Region four and Omnia partners. We have a formal training plan/document that has been distributed to our exclusive distribution partners. This training guide and process describes the overall process, along with details scope, timeline, and clear roles and responsibilities. We have a dedicated internal team that manages quotes, reporting, and relationships with our partners. This process has proven successful with new distribution partners and sales reps across all market segments.

XII. Describe the financial condition of Offeror.

Play and Park Structures will supply limited financial information for supplier request. This request must be made over the phone to Playcore's corporate office. Joni Manly is the contact for these requests and her information is listed below.

Joni Manley - Vice-President of Finance and Accounting PlayCore
544 Chestnut Street
Chattanooga, TN 37402
Direct: 423-648-5890 - jmanley@playcore.com

XIII. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website’s capabilities and functionality.

Website Link:

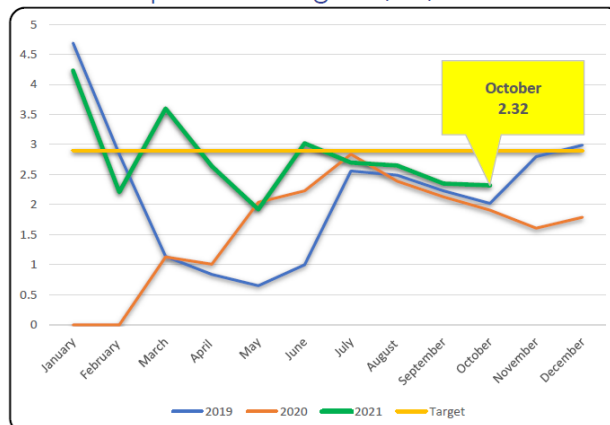
<https://www.playandpark.com/>



XIV. Describe the Offeror’s safety record.

See below for TRIR. Playcore/Play and Park Structures has a great safety record and applies industry leading standards to ensure that all employees are confident and safe when performing work.

Total Recordable Incident Rate (TRIR)
Update Through 10/31/2021





OUR MISSION & VALUES

We are a purpose-driven company that develops leading research and a complete portfolio of innovative products, programs, and services to build communities through play and recreation.

PLAY & RECREATION

We believe that various forms of play, recreation, and physical activity are essential throughout life as they provide a healthy life balance and greatly enrich people of all ages and abilities.

LEADERSHIP

We believe in profitably growing the company through innovation and by taking informed, entrepreneurial risks that advance play, recreation, and physical activity.

TEAMWORK

We believe our employees are our most valuable assets. We strive to instill a sense of teamwork and pride by providing a safe and productive work environment in which employees are treated with fairness and respect.

RESPONSIBILITY

We believe in demonstrating leadership through research and a beyond-compliant attitude in every aspect of our business including safety, inclusion, and sound environmental practices.

PARTNERSHIPS

We believe in mutually beneficial relationships with our customers, representatives, suppliers, and industry affiliates.

COMMUNITY

We believe in enhancing the quality of life in the communities where we live, work, and play.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit

organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ LH Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ LH Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ LH Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ LH Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES LH Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES LH Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non - Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES LH Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES LH Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ UH Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ UH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ UH Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ UH Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ UH Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES LA Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
Play and Park Structures

Address, City, State, and Zip Code:
544 Chestnut Street, Chattanooga, TN 37402

Phone Number: 800-727-1907 Fax Number:
423-425-3180

Printed Name and Title of Authorized Representative:
Lindsay Hill - Sr. VP and Business Unit Manager

Email Address:
info@playandpark.com

Signature of Authorized Representative: Lindsay Hill Date:
November 9th, 2021

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for

convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 29 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

- c. Requirements. If applicable, the non-federal entity must do the following:
- i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These

requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding

agreement,” the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

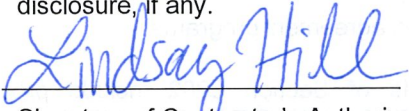
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed

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

The Contractor, **Play and Park Structures**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Lindsay Hill - Sr. VP and Business Unit Manager

Name and Title of Contractor's Authorized Official

November, 9th 2021

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Play and Park Structures

Address, City, State, and Zip Code:

544 Chestnut Street, Chattanooga, TN 37402

Phone Number: 800-727-1907 Fax Number: 423-425-3180

Printed Name and Title of Authorized Representative:

Lindsay Hill - Sr. VP and Business Unit Manager

Email Address: info@playandpark.com

Signature of Authorized Representative: 

Date: November 9th, 2021

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Play and Park Structures

Organization Address: 544 Chestnut Street, Chattanooga, TN 37402

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Lindsay Hill	Title:	Sr. VP and Business Unit Manager
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Signature:	<i>Lindsay Hill</i>	Date:	November 9th, 2021
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DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, Lindsay Hill residing in
Chattanooga (name of municipality)
in the County of Hamilton and State of
Tennessee of full age, being duly sworn according to law on my oath depose
and say that:

I am Sr. VP and Business Unit Manger of the firm of
(title or position) (name of firm)
Play and Park Structures the bidder making this Proposal for the bid

entitled Solicitation Number #22-02, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above named project; and that all statements
contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the Omnia relies upon the truth of
(name of contracting unit)
the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by
Play and Park Structures.

Subscribed and sworn to
before me this day

Lindsay Hill
Signature

November 9, 2021
Bethany L. Smisson
(Type or print name of affiant under signature)
Bethany L. Smisson
Notary public of Tennessee

My Commission expires October 20, 2024

(Seal)



AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Play and Park Structures
Street: 544 Chestnut Street,
City, State, Zip Code: Chattanooga, TN 37402

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

November 9th, 2021

Date

Lindsay Hill
Sr. VP and Business Unit Manager
Authorized Signature and Title



**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 200173831		2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER			3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 28	
4. COMPANY NAME Play and Park Structures						
5. STREET 544 Chestnut Street		CITY Chattanooga	COUNTY Hamilton	STATE TN	ZIP CODE 37402	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) PlayCore, Inc			CITY Chattanooga	STATE TN	ZIP CODE 37402	
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER						
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0						
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 23						10. PUBLIC AGENCY AWARDDING CONTRACT
OMNIA - Region 4 ESC		CITY Houston	COUNTY Harris	STATE TX	ZIP CODE 77092	
Official Use Only		DATE RECEIVED	IN AUG. DATE	ASSIGNED CERTIFICATION NUMBER		

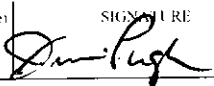
SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****							
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.			
Officials/ Managers	6	3	3						3							3
Professionals	9	7	2						7							2
Technicians																
Sales Workers	11	8	3		1				7		1					2
Office & Clerical	2		2													2
Craftworkers (Skilled)																
Operatives (Semi-skilled)																
Laborers (Unskilled)																
Service Workers																
TOTAL																
Total employment From previous Report (if any)																
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.															

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>		15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR	
13. DATES OF PAYROLL PERIOD USED From: 10/1/2020 To: 12/31/2020					

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Jim Pugh		SIGNATURE 		TITLE Director of HR		DATE MO DAY YEAR 11 11 2021	
17. ADDRESS NO. & STREET 544 Chestnut Street		CITY Chattanooga	COUNTY Hamilton	STATE Tn	ZIP CODE 37402	PHONE (AREA CODE, NO., EXTENSION) 800 - 727 - 1907	

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to

section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-
BASED, CUSTOMIZABLE FORM.**



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

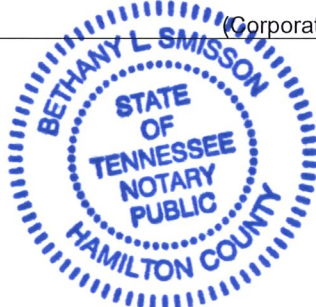
- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 3 rows and 2 columns for Name and Home Address.

Subscribed and sworn before me this 9 day of November, 2021. Bethany L. Smisson (Affiant), Bethany L. Smisson Associate Sales Manager (Print name & title of affiant)



Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Solicitation Number #22-02 Bidder/Offeror: Play and Park Structures

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name	<u>Play and Park Structures</u>	Relationship to Bidder/Offeror	<u>N/A</u>
Description of Activities	<u>Recreation supplier</u>		
Duration of Engagement	<u>3-5 Years</u>	Anticipated Cessation Date	<u>5 Years</u>
Bidder/Offeror Contact Name	<u>Lindsay Hill</u>	Contact Phone Number	<u>800-727-1907</u>

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Lindsay Hill

Signature: Lindsay Hill

Title: Sr. VP and Business Unit Manager

Date: November 9th, 2021

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PS COMMERCIAL PLAY LIMITED LIABILITY COMPANY

Trade Name:

Address: 401 CHESTNUT ST STE 410
CHATTANOOGA, TN 37402

Certificate Number: 1886308

Effective Date: July 07, 2014

Date of Issuance: September 08, 2017

For Office Use Only:

20170908103829751

EEO-1 Report For FEIN 200173831 FROM 10/01/2020 TO 12/31/2020

Play and Park Structures Consolidated

Job Categories	Race/Ethnicity													TOTALS		
	Hispanic Or Latino		Non-Hispanic Or Latino						Female							
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	Native American or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	Native American or Alaska Native		Two or more races	
(1.1) Executive/Senior Level Officials and Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(1.2) First/Mid-Level Officials and Managers	0	0	3	0	0	0	0	0	3	0	0	0	0	0	0	6
(2) Professionals	0	0	7	0	0	0	0	0	2	0	0	0	0	0	0	9
(3) Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Sales Workers	1	0	7	0	0	0	0	0	2	0	0	0	0	0	1	11
(5) Administrative Support Workers	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
(6) Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(7) Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(8) Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(9) Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	1	0	17	0	0	0	0	0	9	0	0	0	0	0	1	28

EEO-1 Report For FEIN 200173831 FROM 10/01/2020 TO 12/31/2020

PlayCore Southern Fulfillment Center

150 PlayCore Drive SouthEast

Fort Payne, AL 35967

Job Categories	Race/Ethnicity														TOTAL S		
	Hispanic Or Latino		Male							Female							
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	Native American or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	Native American or Alaska Native	Two or more races			
(1.1) Executive/Senior Level Officials and Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(1.2) First/Mid-Level Officials and Managers	0	0	2	0	0	0	0	0	1	0	0	0	0	0	0	0	3
(2) Professionals	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
(3) Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(5) Administrative Support Workers	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0
(6) Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(7) Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(8) Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(9) Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	0	0	3	0	0	0	0	0	2	0	0	0	0	0	0	0	5



EEO-1 Report For FEIN 200173831 FROM 10/01/2020 TO 12/31/2020

Corporate Office

544 Chestnut Street

Chattanooga, TN 37402

Job Categories	Race/Ethnicity														TOTAL S		
	Hispanic Or Latino		Non-Hispanic Or Latino														
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	Native American or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	Native American or Alaska Native	Two or more races			
(1-1) Executive/Senior Level Officials and Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(1-2) First/Mid-Level Officials and Managers	0	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	3
(2) Professionals	0	0	6	0	0	0	0	0	2	0	0	0	0	0	0	0	8
(3) Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(4) Sales Workers	1	0	7	0	0	0	0	0	2	0	0	0	0	0	0	1	11
(5) Administrative Support Workers	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
(6) Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(7) Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(8) Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(9) Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	1	0	14	0	0	0	0	0	7	0	0	0	0	0	0	1	23

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

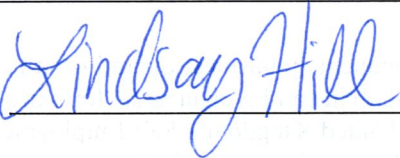
- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Lindsay Hill

Title: Sr. VP and Business Unit Manger

Signature: 

Date: November 9th, 2021

DOC #9
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: Solicitation Number #22-02 VENDOR/BIDDER: Play and Park Structures

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

November 9th, 2021

Date

Lindsay Hill - Sr. VP and Business Unit Manager

Print Name and Title

Exhibit H

Tab 4 – Qualification and Experience

I. Provide a brief history of the Offeror, including year it was established and corporate office location.

Since 1796, Play and Park Structures has been centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, and build communities through play and recreation. Play and Park Structures has an appropriate play solution for a full spectrum of needs and aesthetics; including parks, schools, early childhood centers, churches, and community centers. Whether your project calls for a traditional playground or a personalized play space, the variety of styles and materials offered allows you to choose the perfect playground to complete your vision. What sets Play and Park Structures apart from other companies is the ability to deliver a boutique experience with the backing of the largest playground manufacturer in the world. Focusing on fact-based research with observing and studying how children play informs every aspect of our component and product design, helping to create the ultimate play experience that keeps kids and parents coming back time and time, and time again.

II. Describe Offeror's reputation in the marketplace.

Play and Park Structures has built a strong brand presence in the market place that is backed by the largest manufacturer in the world. Play and Park Structures has continued to show steadily growth annually, while gaining market share and expanding our distribution. Play and Park Structures always keeps product and service top of mind to ensure we are making customer focused decisions to support and grow our communities while delivering a unique boutique experience, every time. We pride ourselves on developing and delivering meaningful play destination as our passion every step along the way with personalized design collaboration and comprehensive presentations that bring the customers vision to life.

III. Describe Offeror's reputation of products and services in the marketplace.

Play and Park Structures offers a wide array of designs to meet the aesthetic and functional needs of your recreation space. Our customers can choose from one of our pre-designed structures shown in our catalog or on our website, or they can work with a Play and Park Structures recreation consultant to create a truly unique and custom structure that meets your facilities expectations. Regardless of the size of the structure, our designs will address many critical health benefits on the system. Furthermore, our expansive variety of play components offers many benefits to children's health by building upper body strength, lower body strength, cardiovascular, core, and overall stability and balance. These designs can be drafted from scratch with our in house CAD team who are qualified and certified in national playground safety inspection. The CAD team reviews the customer's area, product interest, and safety standards to design a one-of-a kind playground structure. We work hand-in-hand to get the best design possible for the space, children's ages, and the activities that our customers require. The CAD team has also been trained in designing ADA accessible structure. Every element of design is thoughtfully considered, down to the simple idea of playground flow, orientation, and what's fun on the structure. It's an added value to have these in-house experts available to design customers dream play spaces.

Appropriate equipment selection is determined by our sales consultants and end user. We have several tools within our sales process that allow for appropriate customer consultation. We allow our customer to decide how their play space is designed, while recommending best practices based on industry research, experience, and customer budgets. All these factors combined allow for the customer to decide what fits their needs best by collaborating with leading industry experts and research.

IV. Describe the experience and qualification of key employees.

As detailed in section 3.2 item G, Play and Park Structures team has a combined 50+ years' experience in the industry across all facets of the business from sales, operations, and marketing. This team is dedicated and hard working and understands group purchasing organizations, as we have been partners with TCPN, NIPA, and OMNIA Partners over the last several years.

V. Describe Offeror's experience working with the government sector.

Play and Park Structures works very closely with the government sector, as roughly 70% of the commercial play markets is within schools and municipalities for outdoor play and recreation environments. In many cases, Play and Park Structures works directly with government staff or Landscape architects that are employed by the municipalities. In those instances, we work alongside the customer/architect to create a design concept from the ground up. We utilize our AutoCAD program to design the play space in-house out of our corporate office and send to the customer contact. We act as a consultant to the customer where we specialize in the design of the specific play environment, which allows the customer to focus on the overall site plan and full scope of the project. This strategy works very well and allows the customer to focus on broader issues related to the project or scope of work.

In other situations, we work with owner represented firms to help develop design concepts and ideas for public and city parks. It is very common for a municipality to contract with a third party privately owned firm to develop a new park or an outdoor spaces. We act as an extension of the firm and bring additional design value to the municipal customer who is the end user. We have great experience in working with firms all over the United States, and in many cases, these firms will delegate out the playground design portion of their project directly to us. Since we work in a common design software like AutoCAD, we are able to drop our equipment and custom design directly into their site layouts for their project.

Finally, we work very closely with public and private firms to provide them with continuing educational units (CEU's). Play and Park Structures has a suite of best practice design programs and case studies focused on playground design and advocacy for recreation. We bring this CEU service to these partners free of charge, and they appreciate getting brought up-to-speed on new design concepts and other pertinent information that helps them to be more effective in designing for municipalities.

VI. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

PlayCore is currently owned by Court Square Capital Management.
Previous company information can be pulled from our Dun & Bradstreet Number: DUNS #03-700-8547.
There is no past litigation, bankruptcy, reorganization factors, or state investigations associated with Play and Park Structures with respect to the response of this solicitation.

VII. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

See a. of tab 4

VIII. Experiences with Region 4 ESC and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

Play and Park Structures has been a partner with Region 4 ESC since 2012. We value the partnership greatly and TCPN, NIPA, OMNIA Partners, and Region 4 have been a critical part of our success in growing communities through our play and recreation services.

Tab 5 – Value Add

National Demonstration Site Program

Play and Park Structures offers an industry leading national demonstration site program where research meets reality. The national demonstration site program recognized by Playcore provides a publicized and permanent seal of approval that goes above and beyond the requirements for an ordinary playground by prioritizing one or more of the following essential components of a child and community development.

- 7 Principals of Inclusive Playground Design
 - Moving beyond minimum accessibility to provide truly inclusive play spaces that support and celebrate all ages and abilities
- PlayOn! – Youth Physical Activity
 - Promoting physical activity through play space designs that keep kids moving
- NatureGrounds – Integrating Play and Nature
 - Implementing best practices principals that integrate nature and natural elements into the play environment

PlayCore Center for Outreach, Research and Education

PlayCore’s Center for Professional Development assist communities by advancing the quality of play and recreation through the implementation of research, continuing education, best practices programs, community support, and advocacy. The development of independent studies and research allows PlayCore to develop tools that optimize play and recreation from the planning stage to programming the space, in order to assure the highest quality environments that support health, rich lifestyles, and community.

Research

Working closely with renowned scholars, PlayCore funds, develops, and publishes research in a variety of relevant fields providing information that helps advocate for play and recreation in an array of settings.

- Independent Research Studies
- Play and Recreation Scholars and Researchers
- National Demonstration Sites
- White Papers and Briefing

Programs & Publications

PlayCore works with its research partners to create best practice design guides and activity programs that help bring focus to and maximize opportunities for play and recreation.

- Best Practice Design Guidebooks
- Standards Based Curriculum
- Activity Programs
- National Reports and Resources

Continuing Education

PlayCore provides Continuing Education Units (CEUs) from three accredited organizations, to infuse learning into interested communities. PlayCore also offers other training options to create learning opportunities that advance play and recreation.

- Training Symposiums
- Educational Forums

- Online Webinars
- Annual Conferences
- LACES/IACET/AIA Continuing Education Units

Advocacy & Consulting

PlayCore capitalizes on its collective expertise and its partnership networks to customize resources that help mobilize play and recreation at the local, regional, and national level.

- Design Charrettes
- Master Planning
- Community Engagement
- Cooperative Partnerships
- Funding
- Thought Leadership Events

Accreditation

PlayCore provides professional development on a variety of current topics that promote best practices in play and recreation. PlayCore is accredited by the International Association for Continuing Education (IACET), the American Society of Landscape Architects (LACES), and the American Institute of Architects (AIA) to offer Continuing Education Units (CEUs).

PlayCore Master Trainers

The Center for Professional Development's Master Trainers utilize a network of scholar partners, industry partners, and certified presenters to offer quality learning opportunities to support play and recreation initiatives. These approved presenters are experts in the fields of child development, education, landscape architecture, and parks and recreation.

Meet our Trainers

Lindsay Richardson is responsible for sales, marketing, and general management for the Specialty Play Division at PlayCore. She has an MA in Marketing and over twenty years of experience with PlayCore.

Lindsay demonstrates knowledge and expertise on various topics important to play and recreation, and has been instrumental in the development of curricula programs to bring learning outdoors. She has presented at a variety of state and conferences, as well as tailored education sessions for park and recreation professionals, landscape architects, and educators.

School Commitment

Play and Park Structures is committed to helping children meet national education standards by providing fun and innovative ways to maximize the value of playground equipment. Our exclusive activity guides are designed specifically for our playground products to bring learning outdoors. We provide a suite of resources to meet national educational and physical education standards unlike any competitor in the industry today. Play and Park Structures is the first playground equipment company to offer standards-based activities for outdoor play because we are committed to helping children meet their physical, social, and academic goals.

The Outdoor Creative Kit and Learning System is a valuable resource. Taking classroom lessons to the playground, that are typically taught indoors, get kids moving and learning, while meeting required content standards and having a whole lot of fun. This unique system helps teachers appreciate and find learning opportunities in the everyday discoveries that occur on a playground.

The Play On! Curriculum was developed in partnership with AAPAR and AAHPERD to provide standards-based physical education activities for use on the playground. The program includes one hundred activity cards which align with National Association of Sports and Physical Education (NASPE) standards. Play On! Promotes higher levels of physical

activity on the playground for increased fitness levels in children. With guidance from parents and teachers, children develop healthy habits that they carry with them into adulthood.

Play and Park Structures is also committed to providing social and physical inclusion for people of all abilities on the playground. Universally designed play environments make a fundamental statement about social values and everyone's right to play. They encourage equality of play opportunities, full participation in active play, and the independence of people of all abilities. Play and Park Structures partnered with PlayCore and Utah State University to develop a step-by-step tool to create a playground where everyone can be a part of the fun. The tool encompasses 7 Benefits of Inclusive Design. These unique benefits provide guidelines for designing universally inclusive play environments that focus on the child's experiences and encourage the development of skills.

Playcore brands and additional suite of products offered through Play and Park Structures

Play and Park Structures is one of the PlayCore family of brands, one of the largest playground equipment companies in the United States. PlayCore is a leader in play research, fitness, compliance, product innovation, and designing equipment for the safety and development of children. PlayCore is a leading designer, manufacturer, and marketer of a broad range of commercial and consumer playground and park equipment, surfacing, site amenity, fitness, and related play products. The business operates under the [GameTime](#), [Play and Park Structures](#), and [Ultra Play](#), the surfacing brand of [TotTurf](#), and the youth fitness brand of [Everlast Climbing Industries](#). PlayCore's corporate headquarters is located in Chattanooga, Tennessee. PlayCore's mission is to grow our business passionately providing dynamic play and recreation opportunities through innovative designs, empowered employees, and dedicated customer support. Our values are derived on: Play, Leadership, Teamwork, Responsibly, Partnerships, and Community.

Curriculum & Programs

Play and Park Structures is committed to helping children meet national education standards by providing fun and innovative ways to maximize the value of your playground. Our exclusive activity guides are designed specifically for our playgrounds products to bring learning outdoors. Play and Park Structures is the first playground manufacturer to supply standards-based curriculum for specific playground components.

Our **"Safety Resource Series"** were developed by PlayCore, Play and Park Structures, and playground safety experts so the customer can maintain safer play environments by training staff on how to:

- Create inspection procedures for a sustainable playground maintenance program.
- Identify potentially hazardous conditions in the play environment.
- Define proper maintenance practices for playground equipment and surfacing.
- Develop active and effective supervision practices to reduce injuries.
- Develop incident response plans for continuous quality improvements.

"The Power of Urban Play" was created by over 40 urban park and recreation leaders that met to develop a resource for creating wholesome play environments that bring urban communities together through:

- Designing compelling play environments
- Creating playgrounds as crime prevention programs
- Offering programs on the urban playground
- Developing an urban playground master plan

Our **"Outdoor Creative Play & Learning System"** was created to broaden children's experiences by providing activities that incorporate outdoor physical activity with standards-based learning helping children meet physical, social, and academic goals. Our programs features and benefits are as followed:

- 100 reproducible activity cards for grades PreK-1,2-3, & 4-5
- Each activity card is aligned with national standards in these key content areas: Language arts, mathematics, science, social studies, physical education, health, and creative arts.

- Inclusion suggestions and multiple levels of challenge insure that children of all abilities can actively participate.

“**Play On**” was developed to maximize the physical fitness value of your playground equipment through six unique elements of play and fun playground learning activities. The Play On! Curriculum was developed in partnership with AAPAR & AAHPERD to provide standards-based physical education activities for use on the playground. The programs features and benefits are as followed:

- A binder of one hundred activity cards designed for grades K-5
- All activities are aligned with National Association of Sports and Physical Education (NASPE) standards
- Play On! Promotes higher levels of physical activity on the playground for increased fitness levels in children

Play and Park Structures has also developed an “**a-maze**” standards based activity. Every a-maze purchase comes with a free activity folder with instructors to bring classroom learning outdoors. The a-maze activity cards inspire creativity, imagination, and dynamic learning through the use of loose parts and configurable panels. The a-maze panel system offers a unique playground experience as children can create new and exciting play spaces every day by rotating the activity panels. In addition to the traditional physical benefits of outdoor play, the a-maze panel system fosters creativity, imagination, social, emotional and cognitive development. Each panel can be customized with activities of your choice. Lastly, Play and Park Structures has developed a “**Music Makers**” standards-based Activities program that brings whimsical instruments and sounds outdoors to the playground. Every order of Music Makers components come with music activity cards which are based on physical education and music standards. Each activity teaches children about a different aspect of music including tone, rhythm, creative movement, and dance.

Surfacing

Play and Park Structures offers several surfacing systems to accommodate your playground surfacing needs. We use an extensive network of reliable and experienced installers and offer only surfacing solutions that meet and exceed industry standards. Our products are IPEMA verified and are backed by comprehensive warranties. Our products are as followed:

- SurfaceMax econoTurf
 - Superior pigmented material made entirely from recycled tires. Typical installation completed in one day. Suitable for 2-5 yr old play area with 4-ft fall height
- SurfaceMax Pigmented
 - Economy product is 100% recycled. Colorful, durable, and suitable for Daycare, church or Primary School use
- SurfaceMax classic
 - Affordable product ideal for Daycare, churches, and schools. Durable surfacing is suitable for indoor or outdoor applications.
- SurfaceMax Aromatic
 - Industry standard high quality poured in place products suitable for all indoor or outdoor playground applications. Full design service available.
- SurfaceMax Aliphatic
 - Our high quality Aliphatic surfacing recommended for lighter colors and high-traffic playgrounds.
- SurfaceMax Thermal Plastic
 - Our Thermal Plastic product provides more vibrant colors and greater wearability. Aliphatic recommended for colors: Cream, Yellow, Sky Blue, and Azure Blue.
- SurfaceMax Supreme
 - NEW! Highest quality on the market. Dense & Long-lasting, with best elongation and tensile strength in the industry

Certified Installers Network

Play and Park Structures has certified installers that go through a very intensive two day training in order to install our equipment in a professional and timely manner. The course consists of one day of classroom course work, and one day of in field training. The course covers all aspects of equipment safety, such as proper project management techniques and general safety practices. All of our sales agencies are required to have a certified install within their region.

Manufacturing

Play and Park Structures can manufacturer playground equipment quicker than anyone in the industry. We have over 400,000 sq feet of manufacturing facility and have a lead time of four to six weeks on full orders. We can get replacement parts shipped in as quickly as seven days. Our Manufacturing facility is nationally certified with ISO 9001 & 14001 certifications. Our product is made of; structural formed steel, 99.99% pure zinc coating, Conversion coating, Zinc rich primer applied to welds after fabrication, and Improved durable powder coat finish. All products are ASTM, CPSC, and IPEMA certified. All products can be looked up on the IPEMA website to get an IPEMA certification for our product.

Project Management

Project Management: methodologies and tool

Play and Park Structures is always developing and expanding tools and methodologies to help support a strong customer experience. Corporately we are constantly training and providing additional tools to expand our products and best practices from project management perspective. We have detailed assets that are made available to all distributors and installers to support the installation side of our business. Along with our annual certified installers training, we also have detailed documents related to installation instructions, maintenance forms, and planning for the unforeseen. We strive to appropriately communicate on shipping cycle timelines and have multiple tools available to support our customer experience. We also constantly strive to establish strong post sell follow up as a key initiative within our organization.

Project planning and communications

Play and Park Structures knows that planning a playground from start to finish can be an overwhelming task. To make your experience more fun, we offer a brief online guide to budgeting, design, ordering, and installation a customer's new playground – helping achieve your outdoor recreation goals more quickly. These planning documents are available as free resources to our customer and should be communicated through our nationwide distribution network.

Quality Assurance Procedures

Play and Park Structures is committed to ensuring product quality in all aspects of manufacturing. We are members of many organizations that ensure the highest level of standards for product manufacturing and safety compliance. We are members of IPEMA (International Play Equipment Manufacturers Association), which is a 3rd party Product Certification that services U.S. and Canadian public play equipment and public play surfacing materials. As an IPEMA member company, we ensure all of our products are tested to the highest standards to ensure quality and safety. As part of IPEMA testing process, we guarantee that all products meet the C.P.S.C. (Consumer Product Safety Commission) and ASTM F1487-07 requirements as required by the federal government. We recently received our ISO 9001 certification to meet the new industry standards and our facility is the first manufacturing facility in our industry to pass this quality audit. This support our position as an industry leader in operating best practices and

compliments the work of our quality control team and employees of our Fort Payne operating location.

Project Management: experience with large school districts (80,000 + full time students)

Play and Park Structures and its distributors have supplied and installed many large school districts with our playground and park equipment. We work with public school districts in Nassau and Suffolk counties in NY, Portland Public Schools in OR, and Topeka Public Schools in Kansas and many other school districts across the United States. Our manufacturing capabilities allow us to manufacture and ship \$20 million plus in equipment each month from the PlayCore Southern Fulfillment Center. Our industry leading manufacturing processes allow us to build a custom play system in 21 days, with flexibility to ship and install in a relative short period of time. Our capabilities as a large manufacturer allow us to exceed requirements and expectations for fulfilling the demands of large school districts and municipal park districts.

Project Management: experience as a single vendor or “prime” systems integrator

The majority of Play and Park Structures orders are custom built recreation equipment manufactured to the customer’s specifications. PlayCore and Play and Park Structures have adopted a lean manufacturing process for all actions and activities involved in our manufacturing process. All of our materials are supplied from our vendors on a Just-In-Time basis. The benefit of these value-added manufacturing activities results is an efficient supply chain, translating into value for our customers in the form of reduced leads times, improved product quality and cost reduction.

Project Change Control

The manufacturing and business culture of Play and Park Structures incorporates a philosophy of continuous improvement in manufacturing and all business areas. As a company, we have performed hundreds of “kaizen” events that have changed and streamlined many of our manufacturing, engineering, and business processes. The changes and improvements that we make in our processes as a result of the kaizen events have, and will continue to, improve our performance in areas that most benefit our customers. Our corporate culture dictates that continuous change and improvement in how we manage our business to create additional value for our customers.

Complex, infrastructure project experience

Play and Park Structures, our distributors, and our management team have years of industry experience to support complex customer projects. Our organization strives on cross collaboration and we work to utilize all team members’ strengths to maximize our end user customer experience. We have team members that have managed multi-million dollar turnkey projects, we have team members that have degrees in landscape architecture, we have team members with PHD’s in industry specific topics, and a variety of team members that our industry leaders within specific product categories. It is easy for our team to lean on one another to leverage each other’s leadership strengths in specific competencies in order to provide the best possible customer experience and turnkey project solution.



**2Play
together®**

Inclusion Best Practices

Inclusive Play Matters: A National Partnership
 Grounded in Research

The purpose of PlayCore's unique inclusive play programs is to provide evidence-based design and programming considerations for creating outdoor play environments and experiences that address the physical and social inclusion of people of all ages and abilities. These educational resources are designed to help communities move playgrounds beyond minimum accessibility guidelines in an effort to provide inclusive, multigenerational play destinations that encourage active, independent, and meaningful play for everyone. Inclusive play is our passion and purpose. PlayCore is proud to partner with leading experts, Utah State University's Center for Persons with Disabilities and Lekotek, to help champion inclusive play initiatives across the world.

Partnership:



Comprehensive companion programs

- ▶ **Me2sm: 7 Principles of Inclusive Playground Design[®]**
 - Design guidebook of best practices and considerations for upgrading existing or designing new outdoor inclusive play environments
 - Supportive research, community engagement strategies, and advocacy resources
 - Model inclusive play case examples
- ▶ **2 Play Together[®]: Fostering Friendships Through Inclusive Play**
 - Playground activities and programming tips designed to create awareness, break down barriers, and foster friendships between children of all abilities
 - Supportive research and disability awareness tools
 - Playground activities aligned to character education

EXECUTIVE
SUMMARY

"Providing intergenerational, inclusive play ensures that all people experience the satisfaction of contributing to meaningful play and reap the lifelong developmental, physical, and social benefits of inclusion".

- Keith Christensen, Ph.D.
 Faculty Fellow, Utah State University
 Center for Persons with Disabilities

A Unique Inclusion Philosophy

Planning for the Whole Child, Whole Environment, Whole Community

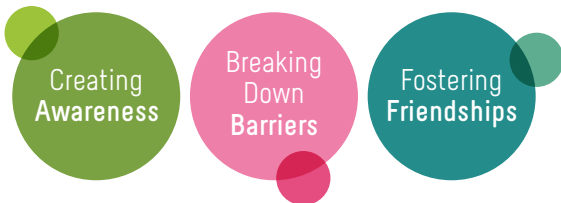


Fundamentally, inclusively designed play environments are a statement about a community's social values and every child's right to play. Our goal is to innovate play experiences and provide quality outdoor play for people of all ages and abilities that develop the whole child, the whole environment, and ultimately, benefit the whole community. We believe this broader approach to inclusive play will help community advocates and professionals in their planning, development, and revitalization efforts.

Respecting the developmental needs of the whole child and thoughtfully applying the 7 Principles of Inclusive Playground Design®, developed by PlayCore and Utah State University's Center for Persons with Disabilities, to outdoor play environments is a critical first step in offering high-quality spaces where both physical and social inclusion can occur. The Me2sm guidebook offers a unique design philosophy to help communities and professionals align evidence-based design considerations, intentionally select play activities that support inclusion, and advocate for outdoor play environments that move beyond the minimum accessibility standards to create truly meaningful universally designed play destinations.



Inclusive Community:



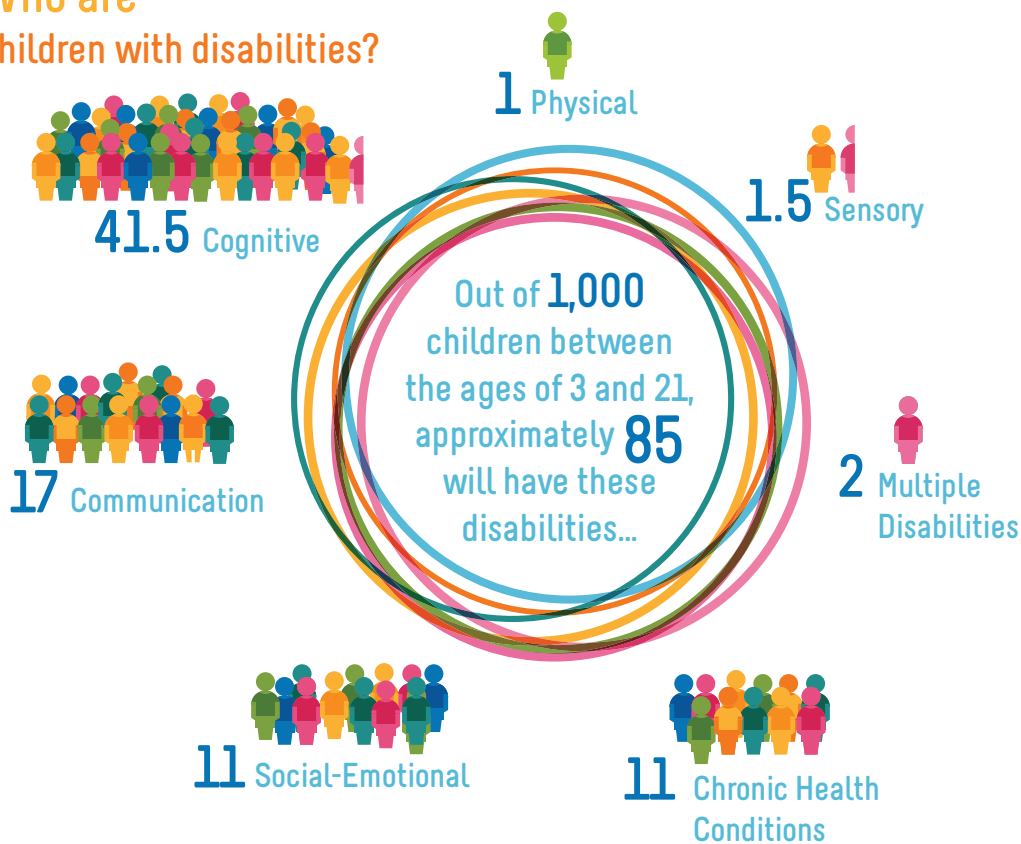
The best measure of an inclusive play destination's success is how the community actually uses it. An in-depth review of the literature indicates that social intervention strategies positively impact the inclusion of children with disabilities in play activities with peers and is cited as a key strategy to promote social inclusion. Disability awareness activities provide children the tools to ask questions, get accurate information, explore their feelings, and learn how to positively interact with their peers. 2 Play Together®: Fostering Friendships Through Inclusive Play provides programmers with strategies, tips, and playground activities to create awareness, break down barriers, and foster friendship through inclusive play experiences.

Together we can effectively promote inclusive play as a valid solution to enrich and enhance the quality of life for children, families, and communities across our nation. Join us as we share our passion for inclusive play and advocate for every child, every play environment, and every community across nations.

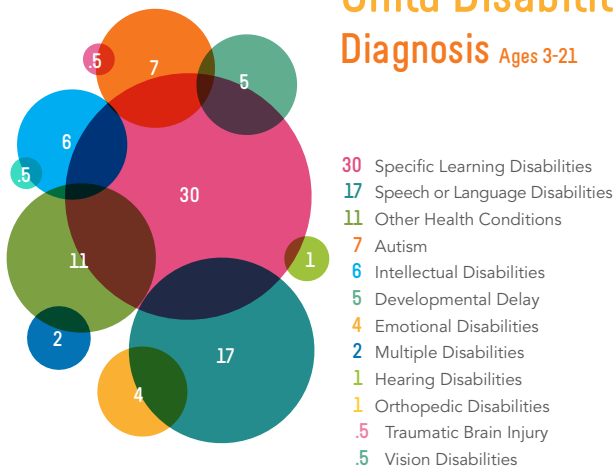
RESEARCH

Research supports the need for inclusive play environments and programming that bring more meaningful play experiences to more people, to the greatest extent possible. Addressing the developmental needs of the whole child to create inclusively designed whole environments support the diverse needs of the users across the whole community.

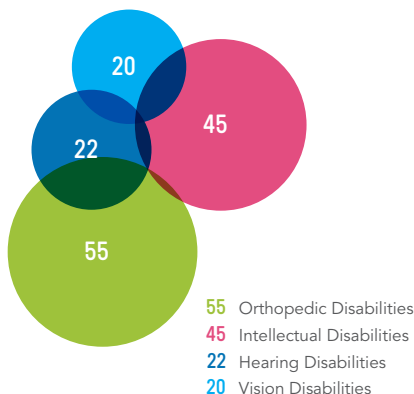
Who are children with disabilities?



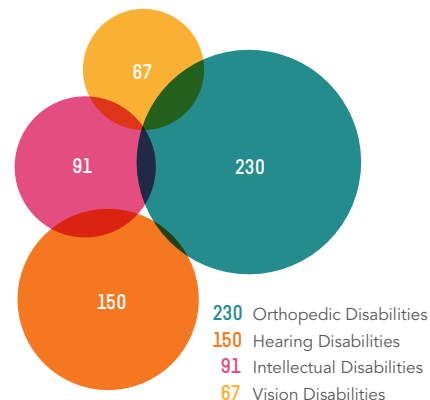
Child Disability Diagnosis Ages 3-21



Adult Disability Diagnosis Ages 21-64



Senior Disability Diagnosis Ages 65+



Sources:

1. U.S. Department of Education (2015). Washington D.C.: Dept of Ed. <https://ideadata.org>
2. Erickson, W., Lee, C., von Schrader, S. (2016). Disability Statistics from the 2014 American Community Survey (ACS). Ithaca, NY: Cornell University Yang Tan Institute (YTI). Retrieved May 09, 2016 from www.disabilitystatistics.org

PROGRAM HIGHLIGHTS

Designing Research-Based Whole Environments

7 Principles of Inclusive Playground Design®

Best Practices for Creating Meaningful Play Environments for People of All Ages and Abilities



be

Fair
Included
Smart
Independent
Safe
Active
Comfortable

Whole communities start with inclusively designed whole environments which carefully meet the needs of the whole child. The 7 Principles of Inclusive Playground Design® are uniquely positioned to provide specific guidelines for creating inclusive play environments, and while based on the original 7 Principles of Inclusive Design, created by NC State University's Center for Universal Design, are tailored specifically to address childhood experiences in the outdoor play environment.

While no two universally designed play environments are alike, we know that children want to “Be” and feel fair, included, smart, independent, safe, active, and comfortable during play. The 7 Principles of Inclusive Playground Design focus on the usage of individual play activities as well as the context of the overall environmental design. By aligning these design principles and the specific guidelines and considerations, communities can create whole environments that support the active participation of all people, of all ages, and all abilities.

7 Principles in Action: Edith Bowen Laboratory School



1 be Fair

- 1a Opportunities for physical, emotional, sensory, and communication development are integrated throughout the play space
- 1b Multigenerational play opportunities, such as musical instruments, provide developmentally meaningful experiences
- 1c The play space was designed to provide learning opportunities to teach children how to successfully play together

5 be Safe

- 5a Age-appropriate play structures that apply safety standards and addresses potential hazards
- 5b Cozy spots offer areas for rest, relief and jump-in points to observe and understand activities prior to participating
- 5c Seating and supervision points ensure clear visibility of activities

Playground Activities for Programming Inclusive Play

Thinking strategically about how your inclusive play environment will be programmed can greatly increase the usage of the space and further promote social equity in your community. 2 Play Together® strives to make a positive difference in inclusive play on the playground by creating communities that care through character education. Developed in partnership with experts from the National Lekotek Center, 2 Play Together offers playground activities and tips for educators and programmers to foster social inclusion between children of all abilities outdoors, celebrate similarities and differences, and support character education initiatives.

Program Highlights:

- Disability Awareness Resources
- Character Education Tips
- Inclusive play activities for PreK-5th Grade
- Inclusion Resources for Educators, Programmers, & Advocates
- Supportive Research



Tool and Research Site, Utah State University

2 be Included

- Activities offer various types and forms of play such as dramatic play opportunities
- Physical play components such as climbers offer beginning, intermediate, and advanced levels of graduated challenge for healthy risk taking
- Provides choices in method of participation of both gross and fine motor activities

6 be Active

- Accommodations such as high backs and molded seats help children maintain a neutral body position during movement experiences
- Equitable alternatives are found within play experiences, such as upper body activities
- Balanced play experiences that promote social inclusion through reciprocal interaction encourage cooperation

3 be Smart

- Activities that provide behavioral cues and sensory feedback reinforce understanding and expectations
- Intuitive play patterns, such as looping, offer repetitive, active play
- The well-organized play environment intentionally reinforces play and avoids user conflict

7 be Comfortable

- Play activities, such as those found on balcony panels, offer comfortable reach and approach for individuals who are seated or standing
- Ramps and decks provide adequate space for multiple users and encourage movement and gathering
- Integrated shade and trees offer a balance of environmental conditions
- Amenities and comfortable proximity to the school enhance the user experience

4 be Independent

- Universal signage with tailored messages and visual supports encourage participation and provide directional cues
- Accessible routes of travel and poured-in-place surfacing are used to and within the play environment
- Sensory rich experiences encourage discovery and exploration
- Universal design features such as slide transfers support independence and self-confidence



Join the Movement!

Become a National Demonstration Site

Join us in our mission to build communities through the power of inclusive play. Together we can create inclusive play spaces that develop the whole child, the whole environment, and ultimately, whole communities.

Take Action

Mobilizing resources and aligning advocacy efforts can greatly impact inclusive play for every child, every play environment, and every community. Contact us to learn more about designing and programming inclusive play destinations in your community. To help you get started, request a full copy of our inclusive play programs, Me2 and 2 Play Together, or our Inclusive Play Toolkit filled with planning checklists, publicity and awareness templates, grant and funding resources, and more. Learn more about bringing your community stakeholders together with our continuing education inclusion training courses.

Become a National Demonstration Site

Want to join the movement, share your story with others, and gain national recognition? By thoughtfully aligning your outdoor play environment with the 7 Principles of Inclusive Playground Design, your project can be designated as a National Demonstration Site and serve in a network of leadership case examples that address local needs and goals of their community stakeholders, deploy research-based best practices throughout the environment, and focus on collecting meaningful outcomes.

To learn more, please visit playcore.com/solutions/inclusion, or email us directly at info@playcore.com.

- **Promote your leadership** through best practice principles that create outdoor play environments for people of all ages and abilities
- **Collaborate with program partners** and document the process for others to replicate
- Create **positive attention** and attract partners/funds that support inclusive initiatives
- Gain **national awareness** through various media outlets, press releases, collateral materials, and nationwide presentations
- Receive **recognition and signage** for serving as a model demonstration site

"The Me2 program is founded on the understanding that beyond disability, there are abilities; beyond accessibility, there is inclusion. We are proud to partner with PlayCore to promote inclusively designed play environments where all children find opportunities to participate in play to secure the health benefits of physical activity, the developmental benefits of play, and the social benefits of inclusion."

- Keith Christensen, Ph.D.
Faculty Fellow, Utah State University
Center for Persons with Disabilities



NatureGrounds®

Putting nature into play™

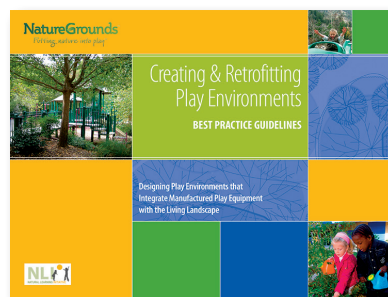
Best Practice Guidelines

Designing Play Environments that Integrate
Manufactured Play Equipment with the Living Landscape

The purpose of *NatureGrounds* is to create a dramatic shift in the standard playground development process by deliberately designing nature back into children's lives, not only to benefit children's play, but also to engage communities in working together to create richer play experiences for all users. PlayCore has partnered with the Natural Learning Initiative, College of Design, NC State University, to offer an educational resource designed to help professional and community activists promote naturalized playgrounds.

NatureGrounds provides best practice guidelines for creating and retrofitting play environments that:

- increase play value, social engagement, and physical activity
- address health promotion, stress reduction, emotional well-being
- expand inclusion
- engage users with nature
- reinforce environmental literacy
- promote creative, exploratory, and cooperative play
- offer community destinations
- support environmental stewardship



Comprehensive program includes:

- ▶ 48 page educational guidebook:
 - Best practice design principles for parks and schools
 - Supportive research and benefits of nature
 - Planting principles and phased naturalization strategies
 - Tips on how to manage, maintain, fund, and support your project
- ▶ NatureGrounds.org offers an online, searchable plant database to choose child-friendly plants based on play value and hardiness zones
- ▶ State-of-the-art computer aided design services and field representative support
- ▶ Professional development training module
- ▶ The *NatureGrounds* National Demonstration Site program, national recognition and press exposure for sites that follow best practice guidelines and establish naturalized playgrounds in their community

Partnership:



EXECUTIVE SUMMARY

A Unique Playground Initiative to “Bring Nature to People”

Research reveals a strong relationship between daily exposure to nature and healthy human development. Now more than ever, it is critical to encourage outdoor play and find way to reconnect children to nature. Natural spaces are often too remotely located for visiting on a regular basis, so it is imperative that nature be deliberately designed back into the everyday spaces of childhood such as school and neighborhood parks. Designers, planners, and other professionals must discover new ways to deliver high-quality outdoor environments for children compelling enough to motivate them to acquire active lifestyle habits outdoors.

NatureGrounds advocates for communities to create innovative play environments that integrate manufactured

play equipment and the living landscape. Naturalization strategies offer a new, alternative paradigm for playgrounds that respond directly to the need for children to be outdoors and engaged with nature. Landscape architects, designers, and park planners are crucial partners and sources of technical knowledge and expertise in these efforts.

Naturalized playgrounds become sought out destinations that provide visual interest, shade, and comfort resulting in sustained repeat visits, a relaxed and playful social atmosphere, and growth of community social capital. Additionally, these well-designed playgrounds offer rich outdoor education and programming opportunities for both schools and parks.

Multiple benefits include:



Play value

Play value recognizes that different types of play environments stimulate different forms and amounts of play. Plants increase the diversity of play and related learning opportunities through discovery, offer sensory stimulation, and increase aesthetic appeal.



Health benefits

Engaging with nature has been linked to reduced attention deficit disorder symptoms and stress, while motivating children to be more physically active, focused, and civil to one another.



Child development

Integrating manufactured play equipment with natural components directly addresses health promotion by extending the range of options for children’s social, physical, and cognitive behaviors while supporting active lifestyles in children. Through exploration and discovery, increased opportunities to stimulate learning, creativity, and imagination occur in more naturalized play environments.



Environmental sustainability

Playground naturalization can provide an important community-based demonstration of environmental stewardship and sustainable site design practices — improving wildlife habitat conditions for local flora and fauna and natural irrigation through well-designed stormwater drainage systems.

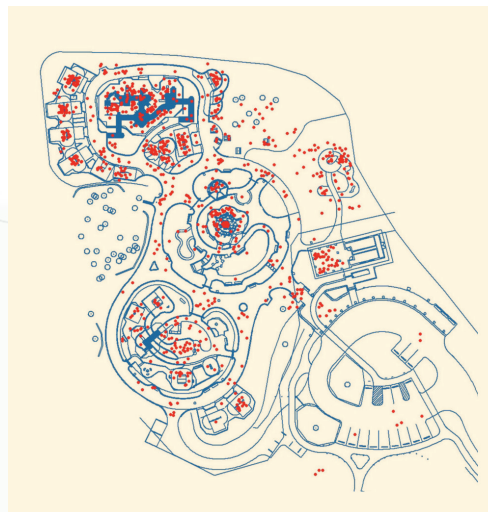
RESEARCH

Research reveals that naturalized playgrounds result in increased play value, higher levels of physical activity, social interaction, and improved environmental sustainability.

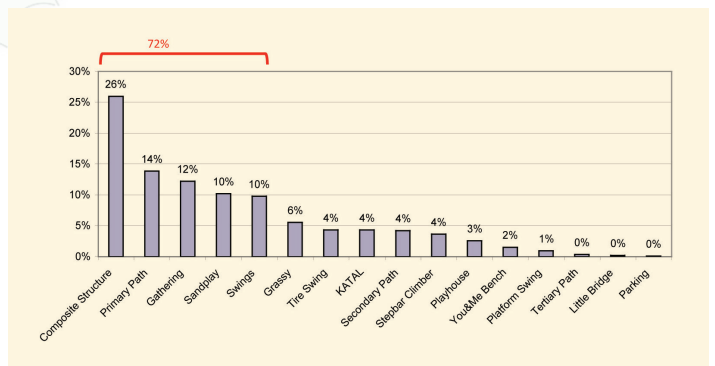
Findings

The Natural Learning Initiative (NLI) has conducted several studies that support the benefits of playground naturalization as cited in the *NatureGrounds* guidebook:

- The Environmental Yard, Washington Elementary School, Berkeley, CA, where study results showed play activity equally divided between community-built play structures, a hard surfaced games area, and a richly diverse, custom-designed nature area. These findings suggest that children enjoy a mix of permanent, anchored play structures, open areas, and natural settings.
- Blanchie Carter Discovery Park, Southern Pines Primary School, NC, which demonstrated the attractiveness of a playground containing a mix of manufactured and natural elements.
- Kids Together Playground (KTP), Cary, NC, where research findings indicate that KTP attracts multigenerational, multicultural users seeking satisfying family recreation experiences. Universally-designed KTP also demonstrates the community value of high quality, compact, diverse, naturalized family playgrounds that not only support child development, but also provide crucial vehicles for inclusion because they can stimulate free flowing, positive interaction among park users of all abilities.
- Research at a variety of childcare centers throughout North Carolina produced findings which showed that higher levels of physical activity are supported by curvy pathways, anchored play structures, open areas, and compact layouts. A further study demonstrated that children were more active in playgrounds where equipment and nature were integrated or "mixed."
- Bay Area Discovery Museum, Sausalito, CA, where study results demonstrated the attractiveness of settings designed for socio-dramatic play.



KTP children's behavior mapping shows the relative attraction of the compact active play area (top left). The area includes swings, an inclusive play structure, and sand and water play, interconnected by a wide, curving, primary pathway. This area accounted for 45% of children's use of the playground.



An analysis of KTP children's behavior mapping shows distribution of use across different types of play settings, clearly showing that almost three-quarters (72%) of use occurred on composite play structures, pathways, social gathering areas, sand play, and swings.

PROGRAM HIGHLIGHTS

Best Practice Considerations

Planting Pockets

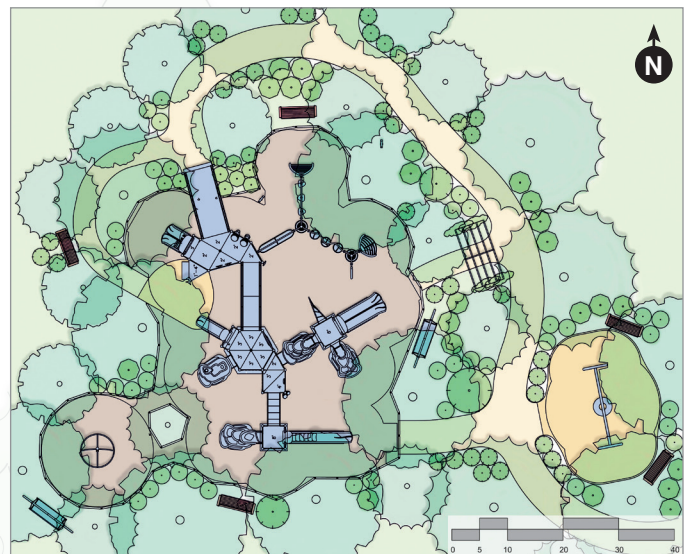
Integrating planting pockets into playgrounds is an effective approach to achieving naturalization while providing plants as part of the play experience. Planting pockets integrate plants as closely as possible with manufactured play equipment, while still designing safer play environments that enrich the overall experience of users.

5 best practice design principles:

- 1 To stimulate, motivate, and encourage children's play, and to increase the attraction of playgrounds for children and caregivers, the *NatureGrounds* strategy is driven by these factors that lead to a cost-effective, highly valued, well-used resource in the community.
- 1 Locate naturalized playgrounds in relation to site features and functional surroundings
- 2 Identify user groups and design to universally support their needs
- 3 Configure site layout to organize design components and network the play environment
- 4 Define play settings to maximize active, social, and sensory play opportunities along a developmental continuum
- 5 Evaluate appropriate ground surfaces for naturalization, safety, accessibility, and play value

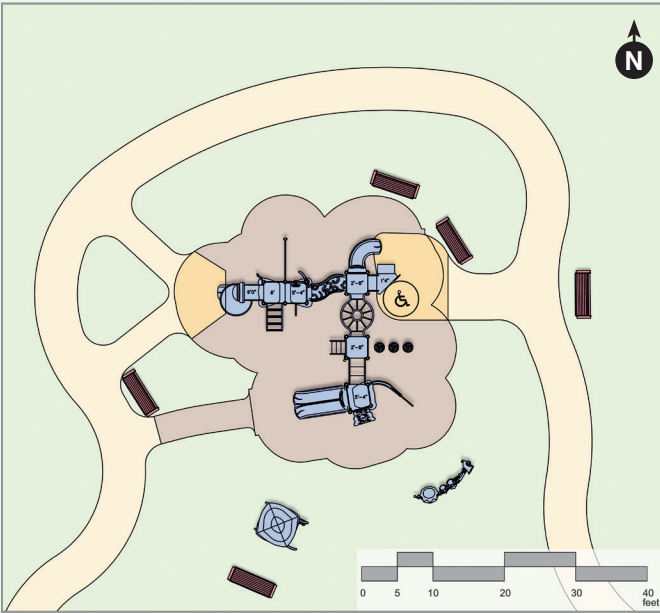
Application of planting pocket criteria and plant location rules:

These layouts show how the planting pocket criteria and plant location rules can be applied to create a richly naturalized playground.

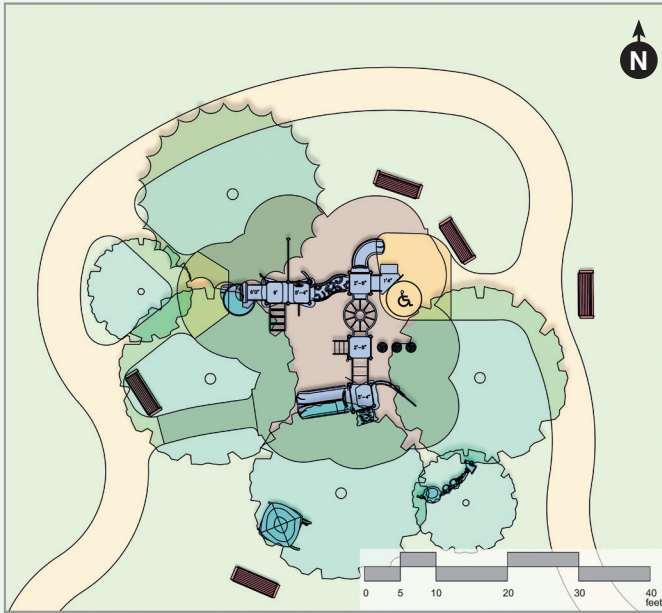


The playground layouts above illustrate application of the planting pocket criteria in a moderately-sized playground. Broad planting pockets are defined by the location of the adjacent pathway connecting the playground to the rest of the park.

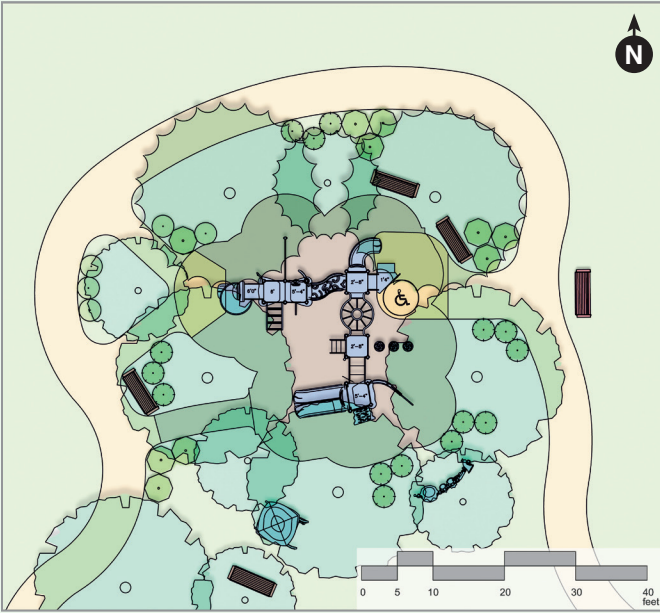
Phased Naturalization



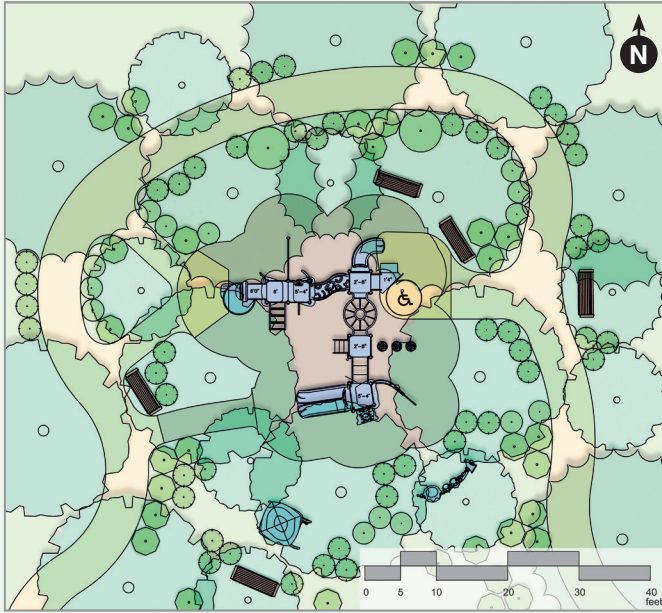
Single Equipment Use Zone



Phase One



Phase Two



Phase Three

large deciduous tree	medium deciduous tree	small deciduous tree	large evergreen tree	medium evergreen tree	small evergreen tree	Large deciduous shrub	medium deciduous shrub	small deciduous shrub	Large evergreen shrub	medium evergreen shrub	small evergreen shrub	vine	ornamental grass	hard surface path	engineered wood fiber	poured-in-place surfacing	sway bench	6 foot bench	vine tunnel



ADVOCACY

Join the Movement!

Become a National Demonstration Site

- **Promote your leadership** through best practice principles that integrate nature into the everyday spaces of childhood (new or retrofit)
- **Collaborate with program partners** and document the process for others to replicate
- Create **positive attention** and attract partners/funds that support healthy lifestyle initiatives
- Gain **national awareness** through various media outlets, press releases, collateral materials, and nationwide presentations
- Receive **letter of recognition and signage** for serving as a model demonstration site

To learn more about creating a naturalized playground in your community, request a full copy of the *NatureGrounds* guidebook, or become a National Demonstration Site, please visit:

playcore.com/solutions/nature-play

"A generation ago playing outdoors in nature was usually taken for granted, but times have changed. Now, nature must be deliberately designed back into children's lives."

- Robin Moore
DiplArch, MCP, Hon. ASLA



Best Practice Guidelines

Evidence-Based Playground Activities
Promoting Physical Activity & Fitness Through Active Play

The purpose of Play On! is to promote physical fitness and fun through the use of well-designed outdoor play environments and creative playground learning activities.

The 125 playground activities, combined with playgrounds aligned to six key elements of play, promote overall fitness and are highly effective tools for maximizing one of your community's greatest assets - playgrounds! PlayCore is proud to partner with physical activity experts SHAPE America to provide a valid solution to creating healthy bodies through active play.

Play On! program includes:

- ▶ Play On! curriculum guidebook:
 - 125 standards-based playground activities for grades PreK-5
 - Assessment worksheets and equipment lists
 - National Standards of Physical Activity alignment matrix
 - Safety, implementation, inclusion, and teaching strategies
 - Design strategies
 - Funding resources
- ▶ Playground environments aligned with Play On! activities and design strategies to promote higher levels of physical activity
- ▶ Professional development training module
- ▶ The Play On! National Demonstration Site program, national recognition and press exposure for sites that implement use of the program through the use of six elements of play to promote youth fitness

EXECUTIVE SUMMARY

Partnership:





A Solution to Promoting Lifelong Healthy Lifestyles

Physical activity in play is critical for healthy lifestyles and the development of the mind, body, and spirit. Communities are seeking valid ways to address the dramatic rise in childhood obesity and combat sedentary lifestyles in new, exciting ways. It is critical for professionals to advocate for play initiatives and effectively communicate how investing in play results in healthy community outcomes. Research indicates that children that engage in regular, healthy physical activity are more likely to continue to be active as adults. By providing evidence-based programs and well-designed outdoor play environments that intentionally promote fitness and physical activity, schools, parks, and activity centers can create more available opportunities for children to engage and have access to active play. Playgrounds not only promote gross motor development, but they improve critical thinking and problem solving skills, and provide opportunities for creativity, social interaction, and overall physical fitness.

SHAPE America has established standards for developing physically literate students “who have the knowledge, skills, and confidence to enjoy a lifetime of healthful physical activity” (SHAPE America, 2014). These standards have become the guiding principles of meaningful and significant content in physical education. Play On! fully aligns with the SHAPE America standards while promoting fitness and fun on the playground. The 125 playground activities provide meaningful ways for schools and recreation professionals to effectively address health and wellness initiatives and provide active play through the use of six key play elements that promote fitness—balancing, brachiating, climbing, spinning, sliding, and swinging.

This unique program can become a vital component in efforts to strengthen, educate, and build healthier communities through play, while maximizing the potential of your playgrounds.

Multiple benefits include:

- Helps schools and recreation facilities align with **National Standards for Physical Education** and **60 minutes** of recommended physical activity.
- Promotes **moderate to vigorous levels** of physical activity.
- Teaches children, families, and communities the **significant health and developmental benefits** that outdoor play environments offer.
- **Reinforces classroom learning** outdoors through cross-curricular activities.
- Helps link to **potential funding** aligned to support health and wellness initiatives.
- **Maximizes playground investments** for use during free play, structured physical education, energizers, and before/after school programming

Six key play elements:



Balancing



Spinning



Brachiating



Sliding



Climbing



Swinging

RESEARCH

Research results were overwhelmingly positive and indicated that Play On! was effective in promoting physical activity for children.

Through a research grant contributed by SHAPE America, Dr. Yuanglong Liu and Dr. Suzan F. Ayers of the Department of Health, Physical Education, and Recreation, Western Michigan University, developed and implemented an objective analysis of the Play On! Program.

They conducted a national study to evaluate the program that provided specific information about the correlation between the program and physical activity benefits. Fourteen schools were selected through a national Beta Site selection process through SHAPE America, in which schools submitted an application to volunteer to participate in the research. Approximately 6,000 children from 14 beta sites in 5 states participated from February to May 2009. Research included a series of pre- and post-intervention surveys completed by the teacher, children, parents, as well as two focus groups at one of the Beta Sites to qualitatively measure physical activity and skill development.

Research Findings:

- 91% of teachers reported that playground use increased
- 90% of teachers plan to use the program in the future
- 100% rated the program 4-5 on a 5 point scale
- 25% of parents participated in more family activity after the Play On! program was initiated
- 100% of students reported having fun engaging in the activities
- 90-100% of teachers reported that Play On! motivated students to participate in regular, enjoyable, physical activity in a safe and supervised environment



Research Sites:

- Weaver Elementary - Springfield, MO
- Bissett Elementary - Springfield, MO
- Delaware Elementary - Springfield, MO
- Sequiota Elementary - Springfield, MO
- Truman Elementary - Springfield, MO
- Campbell Elementary - Springfield, MO
- Disney Elementary - Springfield, MO
- Bowerman Elementary - Springfield, MO
- Cowden Elementary - Springfield, MO
- Fultondale Elementary - Fultondale, AL
- Port O'Conner Elementary - Port O'Conner, TX
- Independence Elementary - Lewisville, TX
- Petal Primary School K-12 - Petal, MS
- English Estates Elementary - Sanford, FL



PROGRAM HIGHLIGHTS

Playground Design

Playgrounds can be designed to fully implement the Play On! program, while incorporating the six key elements of play to promote fitness and help children reach moderate to vigorous levels of physical activity. Physical educators and recreation professionals can play a critical role in the selection of playground equipment and the overall design of the outdoor play and learning environment. A well-designed play space provides a critical opportunity to address the needs of the whole child and offer a wide variety of activities that motivate, engage, and challenge all children. Specific designs can be selected that encourage children to actively move through play and develop important fitness skills that align with national standards for physical activity.

The following design considerations are evidence-based strategies for promoting fitness and physical activity on the playground.

- Variety - Offer various elements of play such as brachiating/upper body bilateral coordination (alternating arm swinging/hanging/crawling), climbing, swinging, sliding, spinning, and balancing.
- Continuum of Skills - Provide a developmental progression of skills by selecting equipment for beginning, intermediate, and advanced level users that will promote healthy risk taking.
- Naturalization - Naturalized playgrounds that combine manufactured equipment with the living landscape provide more opportunities for increased physical activity. Utilize child-friendly plant materials, pathways, and existing topography to encourage movement and increase play value.
- Loose Parts - Providing additional loose parts encourages children to move and cooperate together as they manipulate their environment.
- Active Play - Disperse equipment and consider pathway layouts for configurations that will encourage movement through running, chasing, exploring, and active play.

Balancing

- Increases understanding of efficient body positioning and control, principles of gravity, equilibrium, base of support, and counterbalancing.
- Promotes muscular strength and endurance throughout the entire body



Sliding

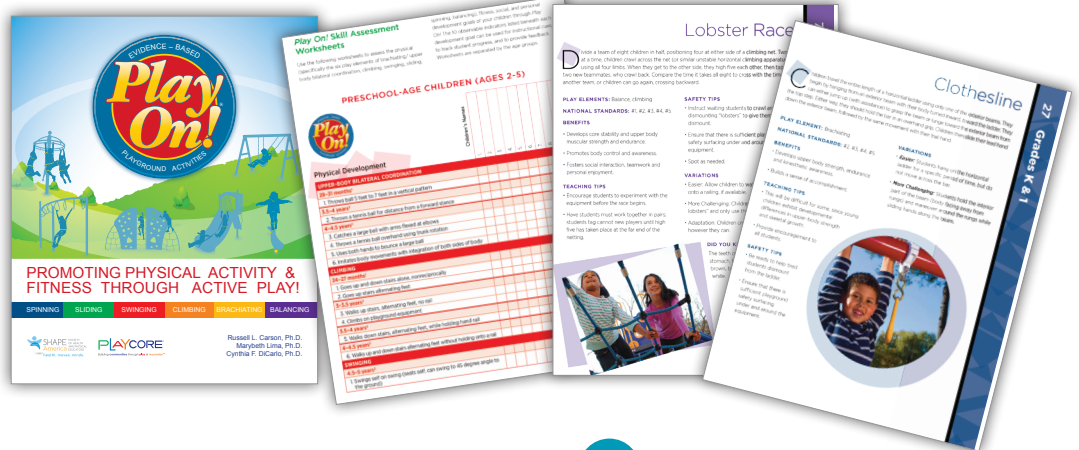
- Enhances core stability, balance, and leg and hip
- Provides body and spatial awareness experience

Swinging

- Promotes aerobic fitness, muscular force, and whole-body awareness
- Emphasizes the importance of timely energy transfer during movement



Playground Activities that Promote Physical Activity



dynamic flexibility



3 Brachiating

- Improves muscular strength and endurance
- Promotes hand-eye coordination and rhythmic body movement



5 Climbing

- Enhances spatial awareness and coordination
- Fosters whole-body muscular strength, endurance, and flexibility



4 Spinning

- Develops kinesthetic awareness and postural control
- Improves understanding of speed, force, and directional qualities of movement



ADVOCACY

Join the Movement!

Become a National Demonstration Site

- **Promote your leadership** through best practice program and design considerations that promote physical activity through active play
- **Collaborate with program partners** and document the process for others to replicate
- Create **positive attention** and attract partners/funds that support health and wellness initiatives to combat sedentary lifestyles
- Gain **national awareness** through various media outlets, press releases, collateral materials, and nationwide presentations
- Receive **certificate of recognition and signage** for serving as a model demonstration site

To learn more about creating a Play On! play and learning environment in your community, purchase a *Play On!* program, or to become a National Demonstration Site, please visit:

playcore.com/solutions/youth-physical-fitness

"The Play On! Program is an exciting opportunity to extend our physical education classroom to the outdoors. Through creative learning, the Play On! curriculum arouses the student's sense of curiosity, imagination and adventure to achieve a healthy, active lifestyle."

- Theresa Boehm Miller
Curriculum Development Chair,
Springfield Public Schools, Springfield, MO

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

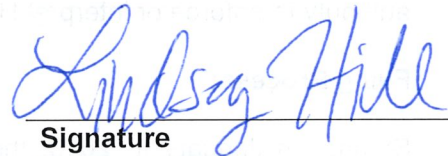
I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Play and Park Structures

Contact



Signature

Lindsay Hill

Printed Name

Sr. VP and Business Unit Manager

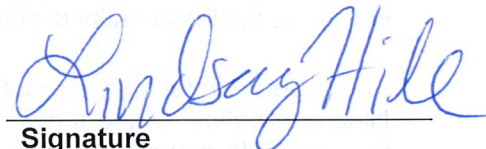
Position with Company

Address

544 Chestnut Street

Chattanooga, TN 37402

Official
Authorizing
Proposal



Signature

Lindsay Hill

Printed Name

Sr. VP and Business Unit Manager

Position with Company

Phone

800-727-1907

Fax

423-425-3189

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Lindsay Hill, as an authorized representative of

Play and Park Structures, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

November 9th, 2021
Date



PLAY & PARK STRUCTURES WARRANTIES

LIMITED WARRANTY ON SUPERMAX, DURAMAX & TOTMAX

Play & Park Structures provides a lifetime limited warranty on SuperMax, DuraMax & totMax: a fifteen -year warranty on metal decks, pipes, rails, loops, and rungs; a lifetime limited warranty on upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and covers the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

Play & Park Structures provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of Play & Park Structures' hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

Play & Park Structures provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, Play & Park Structures will replace the rotomolded product at no cost to the customer.

TWENTY-YEAR LIMITED WARRANTY ON RECYCLED PLASTIC LUMBER PRODUCTS

Play & Park Structures provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

Play & Park Structures provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON INTEGRATED PLAY & PARK SHADE PRODUCTS

Play & Park Structures provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact.

All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

LIMITED WARRANTY ON SITE FURNISHINGS

Play & Park Structures provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

Play & Park Structures provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

TEN-YEAR LIMITED WARRANTY ON REDWOOD AND PRESSURE-TREATED WOOD PRODUCTS

Play & Park Structures provides a ten-year limited warranty on redwood and pressure-treated wood products against damage by decay or termites that cause the wood to become structurally unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON PLAY & PARK STRAP AND TOT SEAT

Play & Park Structures provides a five-year limited warranty on strap and tot swings seats against structural failure that causes the seats to become unfit for its intended use; see exclusions. The factory installed “S”-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion, or premature wear.

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENT INSERTS

Instrument inserts provided by Freenotes Harmony Parks carry a five-year limited warranty against failures in manufacturing or materials.

THREE-YEAR LIMITED WARRANTY ON “C” SPRINGS FOR SPRING BOUNCERS

Play & Park Structures provides a three-year limited warranty on “C” springs for Spring Bouncers against damage due to delaminating of the rubber spring and breakage of the “C” spring that would cause the Spring Bounce to become structurally unfit for its intended use; see exclusions.

3-YEAR LIMITED WARRANTY ON POLYURETHANE FOAM

Play & Park Structures provides a three-year limited warranty on polyurethane foam parts. This warranty covers damage due to failure of parts that cause the product to become unfit for its intended use. This three-year limited warranty covers the product as defined below, and covers the product under normal use, proper maintenance and under ownership of the original purchaser; see exclusions below.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER PLAY AND PARK STRUCTURES PRODUCTS

Products included in the Play and Park Structures catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade, UltraShelter and SurfaceMax, will maintain the warranty of each respective brand.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

Play & Park Structures excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from

twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

Play & Park Structures
Customer Service
544 Chestnut Street
Chattanooga, TN 37402

Or Contact you local Representative at
1-800-727-1907

Within 60 days of notice of claim under warranty, Play & Park Structures will make arrangements to replace the damaged product. Play & Park Structures will cover freight costs within the continental United States. Play & Park Structures is not responsible for freight costs associated with products located outside the continental United States. Play & Park Structures reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

Play & Park Invoice Number: _____

Authorized Play & Park Signature

Title

See Park Structures on the web at www.playandpark.com

To obtain a "GENERAL CERTIFICATE of CONFORMITY" as required by the "CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008" follow the link below and enter your seven-digit customer order number.

www.cpsia.playcore.com



CERTIFICATE OF REGISTRATION



Having been audited in accordance with requirements of

ISO 9001:2015 – ANSI/ISO/ASQ Q9001-2015

SRI Quality System Registrar, 300 Northpointe Circle, Seven Fields, Pennsylvania, 16046, USA, hereby grants to:

BigToys Division of Playcore

Registration of the management system at its location:

**150 PlayCore Drive SE
Fort Payne, Alabama, 35967, USA**

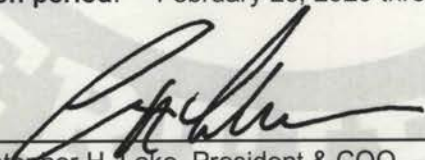
The conditions for maintaining this certificate of registration are set forth in the SRI registration agreements R20.3 and R20.4. Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2015 requirements may be obtained by consulting the organization.

Scope of ISO 9001:2015 registration: "Design, manufacture, and supply of park and playground equipment, plastic lumber and wood."

Initial SRI Registration date: June 25, 2012

Current registration period: February 23, 2020 through February 22, 2023

Signed for SRI:


Christopher H. Lake, President & COO

Release Date: February 23, 2020
Certificate Number: 020207
Registration Number: 0689-04



SuperMax Specifications

General System Specifications:

SuperMax features 5" O.D. uprights with a high-strength aluminum alloy clamp fastening system finished with a polyester powder-coat. All uprights shall receive factory installed aluminum post caps and will ship with labels for manufacturer identification.

All decks and components shall connect using the aluminum alloy clamping system. 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 rotationally molded polyethylene components
- Lifetime limited warranty on all hardware

Manufacturer shall be ISO 9001/2000 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-01.

General Specifications of Materials

Rotationally Molded Plastics

All Rotationally Molded Products are manufactured from linear low-density polyethylene UV-stabilized color and an anti-static compound additive. The tensile strength of this material is to be 2500 PSI as defined by ASTM D638. The typical wall thickness will be .250" (1/4"). 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). All solid plastic panels are manufactured from high-density polyethylene. All solid plastic panels shall meet or exceed the following specifications: Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790).

Polyester Powder-Coating Process

Powder-coat 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), 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), Oven-bake Stability 100% at 400 degrees Fahrenheit.

Hardware

All nuts, bolts, and washers, with exceptions noted, shall be 3/8" diameter 18-8 stainless steel in varying lengths, with a vandal-resistant hex-pinned head configuration and factory-applied locking patch. When allowed a 72-hour cure time, the locking patch will prevent the bolt from loosening without at least 4 times the installation torque. Play & Park Structures will supply the special tool required to turn vandal-resistant hardware with each shipment. 1/2" diameter Ramp and Arch Bridge connecting hardware shall be Grade 5 zinc-plated, and 3/8" Clatter Bridge security bolts shall be Grade 8 hardened and zinc-plated.

Plastisol Coating

All metal deck platforms, steps, bridge planks, ramps, kickplates, and chains are plastisol-coated. Each part is chemically washed and completely submerged in a special heat-activated primer and allowed to dry. Parts are then pre-heated and immersed in liquid polyvinyl-chloride (plastisol). The PVC coating shall have a typical thickness of .080" to .120", and 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. Standard color is brown, with optional colors available. The following characteristics apply:

Tensile Strength - 2,800 psi

Elongation - 290 %

Tear Strength - 420 lbs/in

Uprights, Aluminum

The posts shall be 5" outside diameter tubing with an 1/8" minimum wall thickness. The material shall be extruded from 6005-T5 seamless aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

Uprights, Steel

The posts shall be 5" outside diameter, 11 gauge (.120") galvanized round tubing, manufactured to ASTM A-500 Grade B 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 be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

SuperMax Clamp

Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

HDPE Components

HDPE Panels

Panels shall be precision cut from a single solid sheet of .750" thick UV-stabilized extruded high-density polyethylene with colors molded in. The material will have a density of 60 lbs/ft³ and a tensile strength of 4400 PSI (30 Mpa) as determined per procedure C of ASTM D1928. All edges shall have radiuses and all corners rounded for safe play.

DuraMax Specifications

General System Specifications:

DuraMax features 3 1/2" O.D. uprights with a high-strength aluminum alloy clamp fastening system finished with a polyester powder-coat and utilizing stainless steel tabs on component connections. All uprights shall receive factory installed aluminum post caps and will ship with labels for manufacturer identification.

All decks and components shall connect using the aluminum alloy clamping system. 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 rotationally molded polyethylene components
- Lifetime limited warranty on all hardware

Manufacturer shall be ISO 9001/2000 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-01.

General Specifications of Materials

Clamps

All clamps are cast of high-strength 356 aluminum. All clamps are 1-3/4" wide with a minimum wall thickness of 3/8", and are powder-coated to match the post color. Each casting is precision-drilled to receive a 1/4" x 1-3/4" zinc-plated steel hinge pin. The hinging design facilitates installation and ensures a snug fit between clamp and post. Each clamp is secured in place using a 1/4" x 3/4" aluminum drive rivet to prevent slippage or rotation on the post. Fasteners for clamps are stainless steel 3/8" x 1-1/2" special tamper-resistant pinned bolt with locking patch, and a heavy hex nut, which fits in a recess, cast into the clamp. The pinned head requires a special tool for fastening (provided with each structure), thus ensuring vandal-resistance.

All clamps receiving rungs are drilled and tapped to receive a 3/8" x 3/8" stainless steel cone-point set screw with locking patch, which prevents the rungs from turning or being pulled out. The 1-5/16" O.D. rungs terminate inside the clamp, thereby eliminating the need for end caps. The aluminum alloy used in the casting of clamps shall meet the following mechanical properties:

Ultimate Tensile Strength - 45,000 psi
Yield Strength - 26,000 psi
Shear Strength - 40,000 psi
Elongation - 8 %

Rotationally Molded Plastics

All Rotationally Molded Products are manufactured from linear low-density polyethylene UV-stabilized color and an anti-static compound additive. The tensile strength of this material is to be 2500 PSI as defined by ASTM D638. The typical wall thickness will

be .250" (1/4"). 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). All solid plastic panels are manufactured from high-density polyethylene. All solid plastic panels shall meet or exceed the following specifications: Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790).

Polyester Powder-Coating Process

Powder-coat 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), 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), Oven-bake Stability 100% at 400 degrees Fahrenheit.

Hardware

All nuts, bolts, and washers, with exceptions noted, shall be 3/8" diameter 18-8 stainless steel in varying lengths, with a vandal-resistant hex-pinned head configuration and factory-applied locking patch. When allowed a 72-hour cure time, the locking patch will prevent the bolt from loosening without at least 4 times the installation torque. Park Structures will supply the special tool required to turn vandal-resistant hardware with each shipment. 1/2" diameter Ramp and Arch Bridge connecting hardware shall be Grade 5 zinc-plated, and 3/8" Clatter Bridge security bolts shall be Grade 8 hardened and zinc-plated.

Plastisol Coating

All metal deck platforms, steps, bridge planks, ramps, kickplates, and chains are plastisol-coated. Each part is chemically washed and completely submerged in a special heat-activated primer and allowed to dry. Parts are then pre-heated and immersed in liquid poly-vinyl-chloride (plastisol). The PVC coating shall have a typical thickness of .080" to .120", and 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. Standard color is brown, with optional colors available. The following characteristics apply:

Tensile Strength - 2,800 psi

Elongation - 290 %

Tear Strength - 420 lbs/in

Uprights - Aluminum

The posts shall be 3 1/2" O.D. with a 0.125" wall thickness 6061-T6 extruded seamless Aluminum tubing conforming to ASTM B-221 and QQ-A 200/8. Tensile strength is 44,962 psi, and yield strength is 39,885 psi. Entire post is polyester powder-coated after fabrication. A cast aluminum cap of matching color is factory riveted into the top end using two aluminum rivets.

Horizons General Specs

Metal Components

Overhead with Rounds

Overhead:

Spine support shall be fabricated with 2 3/8" O.D. 14-gauge galvanized steel tubing and 1 5/16" O.D. 14-gauge galvanized steel tubing for round rungs. All parts are all welded construction with a baked on polyester powder-coated finish after fabrication

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. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Roto Components

Stratascend Wall

CURVED UPRIGHT:

Galvanized: Shall be 3 1/2" outside diameter, 11 gauge (.12") galvanized round tubing, manufactured to ASTM A-500 Grade B 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.

STRATASCEND:

shall be 1/4" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. 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).

SUPPORTS:

Are fabricated from 2 3/8" O.D. (13ga.) galvanized round tubing. Supports 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 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. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Stoop

CURVED UPRIGHTS:

Galvanized: Shall be 3 1/2" outside diameter, 11 gauge (.12") galvanized round tubing, manufactured to ASTM A-500 Grade B 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.

AURA:

shall be 1/4" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. 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). Tab shall be 3/8" stainless steel.

Cables:

Cable shall be 18mm diameter UV protected polyimide (nylon) rope cable with a calculated breaking load greater than or equal to 79.82kN: 6 strands each containing 19 steel reinforcing (0.6mm) strands within a polyamide sleeve wrapped around a reinforcing steel core containing 6 strands each containing 19 steel reinforcing (0.4mm) steel strands; each end of the cable having a junction loop attached onto the cable with a finished aluminum sleeve and lined with a stainless steel wear bar.

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. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Virtual Tunnel

CURVED UPRIGHTS:

Galvanized: Shall be 3 1/2" outside diameter, 11 gauge (.12") galvanized round tubing, manufactured to ASTM A-500 Grade B 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.

AURA and Button Step:

shall be 1/4" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein, with double wall construction. 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). Tab shall be 3/8" stainless steel.

Cables:

Cable shall be 18mm diameter UV protected polyimide (nylon) rope cable with a calculated breaking load greater than or equal to 79.82kN: 6 strands each containing 19 steel reinforcing (0.6mm) strands within a polyamide sleeve wrapped around a reinforcing steel core containing 6 strands each containing 19 steel reinforcing (0.4mm) steel strands; each end of the cable having a junction loop attached onto the cable with a finished aluminum sleeve and lined with a stainless steel wear bar.

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. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Vertical TriMax

Climbing wall and Aura:

shall be 1/4" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. 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). Aura tab shall be 3/8" stainless steel.

Cables:

Cable shall be 18mm diameter UV protected polyimide (nylon) rope cable with a calculated breaking load greater than or equal to 79.82kN: 6 strands each containing 19 steel reinforcing (0.6mm) strands within a polyamide sleeve wrapped around a reinforcing steel core containing 6 strands each containing 19 steel reinforcing (0.4mm) steel strands; each end of the cable having a junction loop attached onto the cable with a finished aluminum sleeve and lined with a stainless steel wear bar.

Supports:

Shall be fabricated from .120 (11 gauge) hot-rolled flat steel, and 2-1/2" x 1-1/2" black steel tubing. Supports 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 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. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Horizontal TriMax

Climbing wall and Aura:

shall be ¼" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. 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). Aura tab shall be 3/8" stainless steel.

Cables:

Cable shall be 18mm diameter UV protected polyimide (nylon) rope cable with a calculated breaking load greater than or equal to 79.82kN: 6 strands each containing 19 steel reinforcing (0.6mm) strands within a polyamide sleeve wrapped around a reinforcing steel core containing 6 strands each containing 19 steel reinforcing (0.4mm) steel strands; each end of the cable having a junction loop attached onto the cable with a finished aluminum sleeve and lined with a stainless steel wear bar.

SUPPORTS:

Shall be fabricated from .120 (11 gauge) hot-rolled flat steel, and 2-1/2" x 1-1/2" black steel tubing. Supports 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 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. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Sail Wall with Stratascend

Curved Upright:

Galvanized: Shall be 3 1/2" outside diameter, 11 gauge (.12") galvanized round tubing, manufactured to ASTM A-500 Grade B 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.

Sail Wall Curved Upright: Shall be made from 2 3/8" O.D. 14-gauge galvanized steel tubing. All parts have a baked on polyester powder-coated finish after fabrication.

Big Rope:

Shall be 3" diameter and the load required to break or extract cable from connection is to be greater than or equal to 6000 LBS. With 15/32" S.S. straight d shackle with no-snap pin to the end of each cable (2 PLCS).

Hand Rope:

Cable shall be 18mm diameter UV protected polyimide (nylon) rope cable with a calculated breaking load greater than or equal to 79.82kN: 6 strands each containing 19 steel reinforcing (0.6mm) strands within a polyamide sleeve wrapped around a reinforcing steel core containing 6 strands each containing 19 steel reinforcing (0.4mm) steel strands; each end of the cable having a junction loop attached onto the cable with a finished aluminum sleeve and lined with a stainless steel wear bar.

Stratascend:

shall be 1/4" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. 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).

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. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Horizons Space Walk

Overhead pipe: Shall be made from 2 3/8" O.D. 14-gauge galvanized steel tubing. All parts have a baked on polyester powder-coated finish after fabrication.

Button Step:

shall be 1/4" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. 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).

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 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. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Sail Wall with Button Step

Curved Upright:

Galvanized: Shall be 3 1/2" outside diameter, 11 gauge (.12") galvanized round tubing, manufactured to ASTM A-500 Grade B 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.

Sail Wall Curved Upright: Shall be made from 2 3/8" O.D. 14-gauge galvanized steel tubing. All parts have a baked on polyester powder-coated finish after fabrication.

Big Rope:

Shall be 3" diameter and the load required to break or extract cable from connection is to be greater than or equal to 6000 LBS. With 15/32" S.S. straight d shackle with no-snap pin to the end of each cable (2 PLCS).

Hand Rope:

Cable shall be 18mm diameter UV protected polyimide (nylon) rope cable with a calculated breaking load greater than or equal to 79.82kN: 6 strands each containing 19 steel reinforcing (0.6mm) strands within a polyamide sleeve wrapped around a reinforcing steel core containing 6 strands each containing 19 steel reinforcing (0.4mm) steel strands; each end of the cable having a junction loop attached onto the cable with a finished aluminum sleeve and lined with a stainless steel wear bar.

Button Step:

shall be ¼" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. 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).

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 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. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Stratascend Wall with Climber

CURVED UPRIGHT:

Galvanized: Shall be 3 1/2" outside diameter, 11 gauge (.12") galvanized round tubing, manufactured to ASTM A-500 Grade B 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.

STRATASCEND CLIMBER:

shall be ¼" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. 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).

SUPPORTS:

Shall be fabricated from 2 3/8" O.D. 13 gauge galvanized round tubing. Supports 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 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.

Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Sail Wall with Climber (without overhead)

Curved Upright:

Galvanized: Shall be 3 1/2" outside diameter, 11 gauge (.12") galvanized round tubing, manufactured to ASTM A-500 Grade B 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.

Sail Wall Curved Upright: Shall be made from 2 3/8" O.D. 14-gauge galvanized steel tubing. All parts have a baked on polyester powder-coated finish after fabrication.

Big Rope:

Shall be 3" diameter and the load required to break or extract cable from connection is to be greater than or equal to 6000 LBS. With 15/32" S.S. straight d shackle with no-snap pin to the end of each cable (2 PLCS).

Hand Rope:

Cable shall be 18mm diameter UV protected polyimide (nylon) rope cable with a calculated breaking load greater than or equal to 79.82kN: 6 strands each containing 19 steel reinforcing (0.6mm) strands within a polyamide sleeve wrapped around a reinforcing steel core containing 6 strands each containing 19 steel reinforcing (0.4mm) steel strands; each end of the cable having a junction loop attached onto the cable with a finished aluminum sleeve and lined with a stainless steel wear bar.

Stratascend Climber:

shall be 1/4" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. 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).

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. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Discrete Units

Optical Infusion

Optical Infusion - 68109 - Ages 5-12

Early Riser

Early Riser - 68101 - Ages 5-12

Soaring Sun

Soaring Sun - 68107 - Ages 5-12

Radiant Eclipse

Radiant Eclipse - 68111 - Ages 5-12

Deck Components

Metal Glider

Upright & Curved Upright:

Galvanized: Shall be 3 1/2" outside diameter, 11 gauge (.12") galvanized round tubing, manufactured to ASTM A-500 Grade B 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.

Supports:

Are fabricated from .120 (11 gauge) hot-rolled flat steel, and 2-1/2" x 1-1/2" black steel tubing. Supports shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Glider rails: Shall be made from 2 3/8" O.D. 14-gauge galvanized steel tubing. All parts have a baked on polyester powder-coated finish after fabrication.

Climbing wall:

shall be 1/4" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. 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).

HDPE:

Shall be high-density .750" thick extruded solid polyethylene with color molded in and UV-stabilized.

Cables:

Are 16mm" galvanized wire reinforced cable with a urethane coated polyester covered.

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 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. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Skyline Specifications

Uprights

The posts shall be 5" outside diameter, 11 gauge (.120") galvanized round tubing, manufactured to ASTM A-500 Grade B 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 be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

The post top cover and rubber accent shall be fabricated from Graphite Gray, EPDM 90-A Rubber.

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 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. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Rotationally Molded Plastics

All Rotationally Molded Products are manufactured from linear low-density polyethylene UV-stabilized color and an anti-static compound additive. The tensile strength of this material is to be 2500 PSI as defined by ASTM D638. The typical wall thickness will be .250" (1/4"). 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). All solid plastic panels are manufactured from high-density polyethylene. All solid plastic panels shall meet or exceed the following specifications: Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790).

Boulderscape Specification

Helix Climber Assembly:

Shall be an all welded construction fabricated from 3 1/2" O.D. (13ga.) galvanized steel tubing, and 1.315 O.D. (14ga.) galvanized steel tubing. The Helix Climber Assembly #2 shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Space Walk Frame Assembly:

Shall be an all welded construction fabricated from 2.875" O.D. (10ga.) galvanized steel tubing, 2.375 O.D. (13ga.) galvanized steel tubing socket and 1/4" thick steel tabs. The Space Walk Frame Assembly shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Button Step:

The Button Step shall be rotational molded from polyethylene. The polyethylene shall be linear low-density material with UVstabilized 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 F deral 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).

Button Walk Net and Cables:

The Cables shall be 18mm diameter UV protected polyimide (nylon) rope cable with a calculated breaking load greater than or equal to 79.82kN: 6 strands each containing 19 steel reinforcing (0.6mm) strands within a polyamide sleeve wrapped around a reinforcing steel core containing 6 strands each containing 19 steel reinforcing (0.4mm) steel strands; each end of the cable having a junction loop attached onto the cable with a finished aluminum sleeve and lined with a stainless steel wear bar.

Button Support Assembly:

Shall be an all welded construction fabricated from 2.375 O.D. (13ga.); 1.315 (14 ga.) galvanized steel pipes and 3/16" thick x 10 1/2" dia. round steel Plate. The Button Support Assembly shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Triangle Net Frame Assembly:

Shall be an all welded construction fabricated from 2.875" O.D. (10ga.), galvanized steel tubing; 2.375 O.D. (13ga.) and 1.66 (14 ga.) galvanized steel tubing sockets. The Triangle Net Frame Assembly shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Side Spine Climber:

Shall be an all welded construction fabricated from 2.375" O.D. (13ga.) and 1.315 O.D. (14ga.) galvanized steel tubing. The Side Spine Climber Assembly shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Triangle Net:

Cable shall be 18mm diameter UV protected polyimide (nylon) rope cable with a calculated breaking load greater than or equal to 79.82kN: 6 strands each containing 19 steel reinforcing (0.6mm) strands within a polyamide sleeve wrapped around a reinforcing steel core containing 6 strands each containing 19 steel reinforcing (0.4mm) steel strands; each end of the cable having a junction loop attached onto the cable with a finished aluminum sleeve and lined with a stainless steel wear bar.

Rappelling Rock:

Shall be 3/8" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. 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).

Rock Column Support Assembly:

Shall be an all welded construction fabricated from 2.875" O.D. (10ga.) and 1.315 O.D. (14ga.) galvanized steel tubing. Formed Plate shall be 1/4" hot rolled steel. The Rock Column Support Assembly shall be coated after herein.

Rock Column Support w/Holes:

Shall be an all welded construction fabricated from 2.875" O.D. (10ga.) and 1.315 O.D. (14ga.) galvanized steel tubing. Formed Plate shall be 1/4" hot rolled steel. The Round Frame Assembly shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Bottom Support:

Shall be an all welded construction fabricated from 2" x 2" x 1/4" Hot Rolled Angle. The Formed Plate shall be 1/4" hot rolled flat steel.

Disc Outrigger Climber Assembly:

Shall be an all welded construction fabricated from 2.375 O.D. (13ga.); 1.315 (14 ga.) galvanized steel pipes and 1/4" thick x 12" dia. Round steel Plate. The Disc Outrigger Climber Assembly shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

HDPE Half Disc:

Panels shall be precision cut from a single solid sheet of .750" thick UV-stabilized extruded high-density polyethylene with colors molded in. The material will have a density of 60 lbs/ft³ and a tensile strength of 4400 PSI (30 Mpa) as determined per procedure C of ASTM D1928. All edges shall have radiuses and all corners rounded for safe play.

Stretchy Top and Bottom Panels:

Panels shall be precision cut from a single solid sheet of .750" thick UV-stabilized extruded high-density polyethylene with colors molded in. The material will have a density of 60 lbs/ft³ and a tensile strength of 4400 PSI (30 Mpa) as determined per procedure C of ASTM D1928. All edges shall have radiuses and all corners rounded for safe play fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined

Stretchy Climber Frame:

Shall be an all welded construction fabricated from 1.66" O.D. (14ga.) galvanized steel tubing. The Stretchy Climber Frame shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Bottom Support:

Shall be an all welded construction fabricated from 2" x 2" x ¼" Hot Rolled Angle. The Formed Plate shall be 1/4" hot rolled flat steel.

Vertical Twist Net:

Cable shall be 18mm diameter UV protected polyimide (nylon) rope cable with a calculated breaking load greater than or equal to 79.82kN: 6 strands each containing 19 steel reinforcing (0.6mm) strands within a polyamide sleeve wrapped around a reinforcing steel core containing 6 strands each containing 1 steel reinforcing (0.4mm) steel strands; each end of the cable having a junction loop attached onto the cable with a finished aluminum sleeve and lined with a stainless steel wear bar.

Trapeze Ring:

Rings are amalloy casting/356-T6 with a baked on polyester powder-coat finish.

3 1/2" O.D. Deck Clamp:

Clamps are cast from a 356 high-strength aluminum alloy with a baked on polyester powder-coat finish.

Split Entrance:

Shall be an all welded construction fabricated from 1.315 O.D. (14ga.) galvanized steel pipes. The Split Entrance shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Ring Assembly:

Shall be an all welded construction fabricated from 2.875 O.D. (13ga.) galvanized steel pipes, 1.66 O.D. (14ga.) galvanized steel tubing sockets, and 1/2" thick Laser Cut Steel Tabs. The Ring Assembly shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Left and Right Funnel Support Assembly:

Shall be an all welded construction fabricated from 1.66 O.D. (12ga.) galvanized steel pipes and 1.66 (14ga.) galvanized steel tubing sockets. The Left and Right Funnel Support Assembly shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Virtual Tunnel Frame Assembly:

Shall be an all welded construction fabricated from 2.875" O.D. (10ga.), galvanized steel tubing, 1.315 (14 ga.) galvanized steel tubing socket, and 1/4" thick hot rolled steel tab. Virtual Tunnel Frame Assembly shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Metal Rope Climbers:

Shall be an all welded construction fabricated from 6" O.D. hollow hot roll P&O steel ball (11ga.) and 1.315 O.D. (14ga.) galvanized steel tubing. The Metal Rope Climber Assemblies shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Cables:

Cable shall be 18mm diameter UV protected polyimide (nylon) rope cable with a calculated breaking load greater than or equal to 79.82kN: 6 strands each containing 19 steel reinforcing (0.6mm) strands within a polyamide sleeve wrapped around a reinforcing steel core containing 6 strands each containing 19 steel reinforcing (0.4mm) steel strands; each end of the cable having a junction loop attached onto the cable with a finished aluminum sleeve and lined with a stainless steel wear bar.

Aura:

Shall be 3/8" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. 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).

Angle Rock:

Shall be 3/8" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein. 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).

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 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. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.



2022 Sales Group Listing

Agency/Distributor	State (Country)	Territories / Counties
Hammill Recreation, LLC	ALABAMA	ALL
CORPORATE	ALASKA	ALL
Desert Recreation Inc.	ARIZONA	ALL
PPS of OK - Heather Harp	ARKANSAS	NORTHWEST ARKANSAS
Bliss Products	ARKANSAS	NORTHEAST ARKANSAS
CORPORATE	ARKANSAS	SOUTHERN ARKANSAS
Northern California Recreation - John Ogden	CALIFORNIA	NORTHERN CALIFORNIA
PPS of Central CA - Kathy Wiggins	CALIFORNIA	SOUTHERN, MID CA, FRESNO CALIFORNIA
Recreation Brands Southern CA - Mike Etchison	CALIFORNIA	SOUTH CALIFORNIA - SAN DIEGO AREA
Performance Recreation	COLORADO	ALL
New England Recreation Group	CT, MA, ME, NH, RH, VT	ALL
Bliss Products	DC, DE, FL, GA, LA, MD, MS, NC, SC, TN, VA	ALL
Playscape Recreation	HAWAII	ALL
CORPORATE	IDAHO	ALL
PPS of IL - Pat Puebla	ILLINOIS	ALL
Larson Equipment & Furniture Company	ILLINOIS	CHICAGO AREA
Commercial Recreation Specialist	IOWA	ALL
Playscape Recreation	KANSAS	ALL
Leisure Concepts	KENTUCKY, INDIANA, & OHIO	ALL
Midwest Recreation	MICHIGAN	ALL
Commercial Recreation Specialist	MINNESOTA	ALL
PPS of MO - Steve Casada	MISSOURI	ALL
CORPORATE	MONTANA	ALL
Commercial Recreation Specialist	NEBRASKA	ALL
PPS of NV & UT - Henry Sudweeks	NEVADA	ALL
PPS of NY & NJ - John Posanti	NEW JERSEY & NEW YORK	ALL
CORPORATE	NEW MEXICO	ALL
Commercial Recreation Specialist	NORTH DAKOTA	ALL
PPS of N. OH & W. PA - Kevin Hindes	OHIO	NORTH OHIO
PPS of OK - Heather Harp	OKLAHOMA	ALL
Wildwood Playgrounds NW	OREGON	ALL
PPS of N. OH & W. PA - Kevin Hindes	PENNSYLVANIA	WEST PENNSYLVANIA
PPS of NY & NJ - John Posanti	PENNSYLVANIA	EAST PENNSYLVANIA
Commercial Recreation Specialist	SOUTH DAKOTA	ALL
McKenna Construction	TEXAS	SOUTHEAST - HOUSTON AREA TEXAS
Heartland Park & Recreation	TEXAS	NORTHERN TEXAS
PPS of SOUTH TX - Jeff Mankins	TEXAS	SOUTH TEXAS
PPS of NV & UT - Henry Sudweeks	UTAH	ALL
Wildwood Playgrounds NW	WASHINGTON	ALL
PPS of N. OH & W. PA - Kevin Hindes	WEST VIRGINIA	ALL
Commercial Recreation Specialist	WISCONSIN	ALL
CORPORATE	WYOMING	ALL

CERTIFICATE OF REGISTRATION



Having been audited in accordance with requirements of

ISO 9001:2015 – ANSI/ISO/ASQ Q9001-2015

SRI Quality System Registrar, 300 Northpointe Circle, Seven Fields, Pennsylvania, 16046, USA, hereby grants to:

Play and Park Structures Division of Playcore

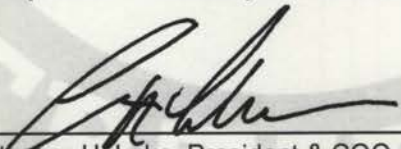
Registration of the management system at its location:

**150 PlayCore Drive SE
Fort Payne, Alabama, 35967, USA**

The conditions for maintaining this certificate of registration are set forth in the SRI registration agreements R20.3 and R20.4. Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2015 requirements may be obtained by consulting the organization.

Scope of ISO 9001:2015 registration: "Design, manufacture, and supply of playground equipment."
Initial SRI Registration date: September 18, 1996
Current registration period: February 23, 2020 through February 22, 2023

Signed for SRI:


Christopher H. Lake, President & COO

Release Date: February 23, 2020
Certificate Number: 020208
Registration Number: 0689-05





Playcore Southern Fulfillment Center

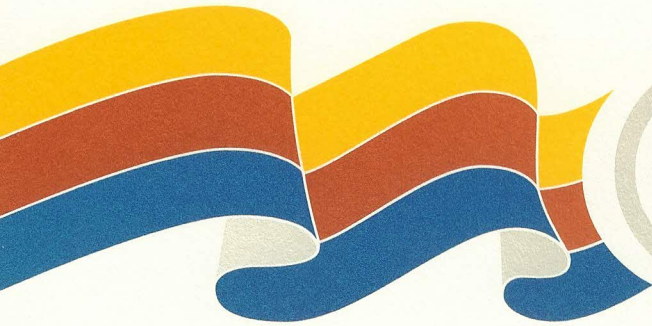
Fort Payne, AL

PCI 4000 Certified through June 2022

A handwritten signature in black ink that reads "Kevin Coursin".

Kevin Coursin, *PCI Executive Director*

CERTIFICATE OF REGISTRATION



**Quality
System
Registrar**



Having been audited in accordance with requirements of

ISO 14001:2015

SRI Quality System Registrar, 300 Northpointe Circle, Seven Fields, Pennsylvania, 16046, USA, hereby grants to:

Play and Park Structures Division of Playcore

Registration of the management system at its location:

**150 PlayCore Drive SE
Fort Payne, Alabama, 35967, USA**

The conditions for maintaining this certificate of registration are set forth in the SRI registration agreements R20.3 and R20.4.

Scope of ISO 14001:2015 registration: "Environmental activities related to the production of playground equipment."

Initial SRI registration date: July 23, 2008

Current registration period: July 21, 2020 through July 20, 2023

Signed for SRI:

Christopher H. Lake, President & COO

Release Date: July 21, 2020
Certificate Number: 020594
Registration Number: 0689-05





Building communities through play & recreation™

To Whom It May Concern:

This is in response to your request for a W-9 from a single member LLC, disregarded for income tax purposes. All receipts and federal taxes for this entity are reported on a consolidated tax return under Playcore Group, Inc & Subsidiaries, federal identification number (FEIN) 82-2297804, and as such, we will not require a 1099 issued since we are a U. S. corporation.

Please find the following enclosed documents:

- An unofficial W-9 with the LLC's FEIN – Indicated as such by a “*Not for Tax Use*” header
 - This may be used for vendor / customer account creation and FEIN confirmation.
 - This is not intended for tax reporting purposes, and any 1099's issued under that FEIN is a misuse of the form.
- Official W-9 listing the LLC as a disregarded entity for income tax purposes.
 - This W-9 bears the FEIN of Playcore Group, Inc & Subsidiaries, and reflects the actual tax treatment of the LLC. Again, no 1099 MISC is required.

Should you have any questions regarding the attached, please do not hesitate to reach out to our department at tax@playcore.com.

Sincerely,

Scott Hooker

Senior Tax Accountant
shooker@playcore.com



**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PS Commercial Play LLC

2 Business name/disregarded entity name, if different from above
Play and Park Structures

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) N/A

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
544 Chestnut Street

Requester's name and address (optional)

6 City, state, and ZIP code
Chattanooga, TN 37402

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

2	0	-	0	1	7	3	8	3	1
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Scott Hooker* Date ► 01/01/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Playcore Group, Inc & Subsidiaries		
	2 Business name/disregarded entity name, if different from above PS Commercial Play LLC, DBA Play and Park Structures		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		Exempt payee code (if any) <u>5</u>
	5 Address (number, street, and apt. or suite no.) See instructions. 544 Chestnut Street		Exemption from FATCA reporting code (if any) <u>N/A</u> <small>(Applies to accounts maintained outside the U.S.)</small>
	6 City, state, and ZIP code Chattanooga, TN 37402		Requester's name and address (optional)
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	2	-	2	2	9	7	8	0	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Scott Hooker</i>	Date ▶ 1/1/2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Chattanooga TN - New Corporate Headquarters



Since 1976, Play & Park Structure's mission has centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, and build communities.

Play & Park has an appropriate play solution for a full spectrum of needs and aesthetics, including parks, schools, early childhood centers, churches, and community centers. Whether your project calls for a traditional playground or a creatively themed play, the variety of styles and materials offered allows you to choose the perfect playground to complement your vision.

Play & Park Structures is committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children. By having the industry's best warranty, Play & Park Structures provides protection and assurance for your playground investment.



Ft. Payne, AL Southern Fulfillment Center

With Play & Park Structures being a PlayCore business unit, we have access to one of the best manufacturing facilities in the industry. Our facility is ISO 9001 and 14001 certified and our products meet all industry standards. With a more than 400,000 square facility that is well equipped to handle orders of large or small quantities, with the typical lead time on an order entered into the system being 24 to 45 days.

Play & Park Structures created the first Outdoor Creative Play & Learning System that brings standards-based activities to the playground and outdoor environments to support children's physical and mental development.

The design team continually advances the concept of play through unique designs, including traditional posts and platform playgrounds, deckless, continuous-play structures, as well as nature inspired playgrounds. In addition to aluminum, steel, and plastic components, we specialize in structures made from sustainably forested wood and recycled metal and plastic.



DuraMax structures offer the same great play value as SuperMax in a smaller footprint. The affordable option when space and budget considerations are most important, DuraMax structures can meet play value requirements without breaking the budget.

DURAmax PLAY SYSTEMS

- ❖ 3.5" diameter upright posts
- ❖ 36" punched, 12-gauge steel decks
- ❖ ADA transfer stations
Maximum customization
- ❖ Standards-based curriculum and programs available
- ❖ Direct bolt connections on decks for quicker installations
- ❖ Clamps at the top allow for more flexibility
- ❖ Uprights are factory drilled with factory installed threaded inserts



Duramax structures are age and developmentally appropriate for ages 2-5 or 5-12, and meet the needs of schools, childcare facilities, parks, and communities.



Things we do today impact the world tomorrow. Play & Park Structures believes in sustainability and is committed to taking the necessary steps to ensure our children have a safer environment for play!

Be Environmentally Conscious Daily:

- Turn off the lights when you leave a room
- Buy energy-efficient florescent light bulbs
- Recycle at home and at work
- Use reusable canvas bags when going to the store
- Whenever possible, walk, ride a bike, or carpool

How we help!

Facility & Product Recycling Programs

Play & Park Structures believes that by being mindful of waste we will provide for a greener tomorrow

- Our facility recycles 100% of scrap metal, rotationally molded plastic, and paper
- Review our material content information for an outline of products that are recyclable and that contain pre and post-consumer recycled material
- Our employees are challenged with conserving paper by avoiding unnecessary office printing. Recycle bins for paper, aluminum, cardboard, and plastic are available to help divert trash from landfills



How you can help!

Be an environmentally conscious purchaser!

- Choose a play equipment manufacturer that is ISO 14001 certified
- When replacing an existing playground structure, contact your local recycling center for options
- Specify recyclable materials for your play structures
- Upon receipt of your playground, recycle or reuse all packaging materials
- Consider recycled surfacing options
- Plant trees around your playground to provide natural shade and raise children's awareness of the natural environment

ISO 14001 Certified



Play & Park Structures is proud to be ISO 14001 certified for its manufacturing facility in Fort Payne, Alabama. Also referred to as the 'Green Certification', ISO 14001 is an internationally recognized standard for environmental management, measurement, evaluation, and auditing. As an ISO 14001 certified company, Play & Park Structures controls the environmental impact of our activities, products, and services by implementing an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced. Play & Park Structures received its certification from an SRI Registrar, an accredited registrar that issues quality, environmental, health & safety, and security management system registration certificates based on internationally known standards.

Playground customers have confirmed that they prefer to use manufacturers such as Play & Park Structures who are environmentally responsible.



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.		NAMED INSURED Play & Park Structures 544 Chestnut Street Chattanooga, TN 37402	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Workers' Compensation (Continued):

WLR C67821956 (AZ, FL, OR, WI)

SCF C67821919 (CA AK AL CO GA IA IL IN KS KY MD MI MN MO MT NC NE NJ NV NY OH OK PA PR SC TN TX UT VA WA WY)

SCF C67821877 (AK AZ CA CO CT FL GA ID IL IN KS MD MI MN MO MT NC NH NJ NM NV NY OK OR PA SC TN TX WV)

Play & Park Structures is more than just a commercial playground company, through our various partnerships we strive to do our part to make an impact on how our community and our world plays.

Natural Learning Initiative

The NatureGrounds program was developed with the technical assistance of the Natural Learning Initiative, a research and design assistance program of the College of Design, North Carolina State University.



playandpark.com/enrichment/nature-playgrounds

St. Jude Children's Research Hospital



St. Jude Children's Research Hospital is internationally recognized for its pioneering work in finding cures and saving children with cancer and other catastrophic diseases. Play & Park Structures supports St. Jude Research Hospital with incentives for their Math-A-Thon program.

Mathathon.org



SHAPE AMERICA

The Play On! Program was developed by PlayCore in partnership with SHAPE America - Society of Health and Physical Educators.



PLAYCORE[®]

Building communities through play & recreation™



Utah State University

Universally designed play environments that apply the **7 Principles of Inclusive Playground Design™** can dramatically impact children's play experiences. These guidelines move play environments beyond minimum accessibility to ensure that people of all abilities can be both physically and socially active through inclusive play.

Developed in partnership with PlayCore, Utah State University, and Lekotek.



Playground Activities
to Foster Friendships Through Inclusive Play



Safety Resource Series

We know that 84% of all playground accidents could be avoided through better adult supervision and proper playground maintenance. The Safety and Maintenance Guides were developed by PlayCore, Play & Park Structures, and playground safety experts to maintain safer play environments by training staff on how to create inspection procedures, identify potentially hazardous conditions, define proper maintenance practices, develop active and effective supervision practices, and lastly develop incident response.



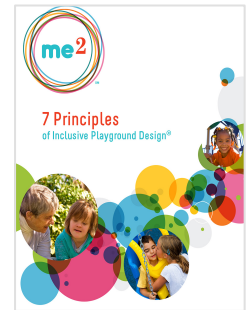
NatureGrounds

PlayCore has implemented research-based best practice guidelines outlined in the NatureGrounds program, developed in partnership with the Natural Learning Initiative, N.C State University, creating a playground that allows children, families, and communities to experience the many benefits of playing surrounded by nature. By implementing NatureGrounds best practice guidelines, a design by Play & Park increases overall play value, stimulates physical activity and positive social interactions between users, and positively impacts the environmental sustainability of the site.



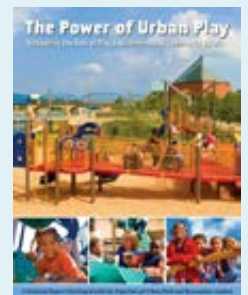
Universal Playground Design

Play & Park Structures has designed a universally designed playground to go beyond the minimum ADA requirements, creating a truly inclusive environment that promotes active play for people of all ages and abilities. The 7 Benefits of Inclusive Playground Design™, developed in partnership with Utah State University's Center for Persons with Disabilities, uniquely consider the child's perspective and what is important for children to feel during play. These principles ensure that children have access to opportunities, to be smart, included, safe, independent, active, comfortable, and experience fair and equitable play.



The Power of Urban Play

This national report was developed with the expertise of urban park and recreation leaders across our nation. This rich resource provides information for park and recreation agencies, school districts, and other youth serving organizations to make lasting changes for children's health and well-being in urban communities. Data was collected and summarized through a series of interviews, surveys, and round table discussions in order to capture a broad representation of urban communities across the country. The report reviews the importance of play in urban communities, defines the trends and unique characteristics, and discusses best practice strategies for developing and maintaining wholesome play environments.



Playground Field Guide

A road map for the Playground planning process



WHAT SURFACING IS BEST

	Site Preparation Requirements	Maintenance Requirements	Expected Longevity	*Meets Accessibility	Cost
Bonded Rubber	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES	\$\$\$ initial lifetime
Engineered Wood Fiber (EWF)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES	\$ \$\$\$ initial lifetime
Poured-in Place (PIP)	EPDM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES	\$\$\$ \$ initial lifetime
	TPV	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES	\$\$\$ \$ initial lifetime
Shredded Rubber	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES	\$\$ \$\$\$ initial lifetime
Tiles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	YES	\$\$\$ \$ initial lifetime
Turf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	YES	\$\$\$ \$ initial lifetime

Low \$ Low Cost
 Moderate \$\$ Moderate Cost
 High \$\$\$ High Cost

*Manufacturers must submit their surfaces for testing. Some variation may occur. Please check with your manufacturer for product certification.



THE BUDGET

Factors to consider:

- Overall size of the play space
- Number of children who will use space
- Type of surfacing you will select
- Equipment and surfacing installation costs



INSTALLATION

Factors to consider:

- \$\$\$ Professional Installation - Factory-Certified installers manage entire process
- \$\$ Supervised installation - Volunteers participate under supervision of Factory-Certified installers
- \$ Customer installation - Volunteers organize and fully participate in installation

THE SITE

Factors to consider:

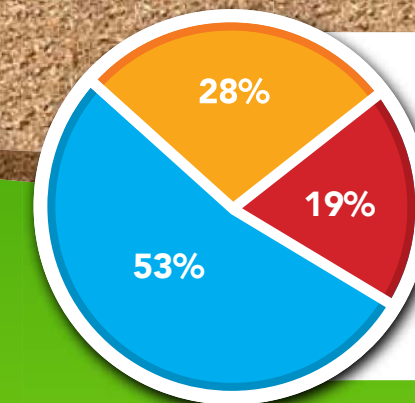
- Topography - Level grade will save time and money
- Soil and drainage conditions
- Utilities - Identify the location of those seen and unseen
- Circulation - Maximize visibility with the appropriate use zone



THE CHILDREN

Factors to consider:

- Identify primary users of the play space
- Plan for age appropriate equipment
- Incorporate a variety of play elements
- Implement inclusive principles in your design



Example of Playground Funding Allocation

- Equipment
- Surfacing (EWF)
- Installation

The budget percentages listed are for illustrative purposes only and to visually address the main considerations when planning a playground project. Surfacing percentage is based using EWF.

ADA Approved Holes



- All Play & Park Structures decks and ramps have an ADA-compliant cluster punch to allow children of all abilities to play
- Transfer platforms feature large holes for gripping assistance when accessing structures

Our Plastics



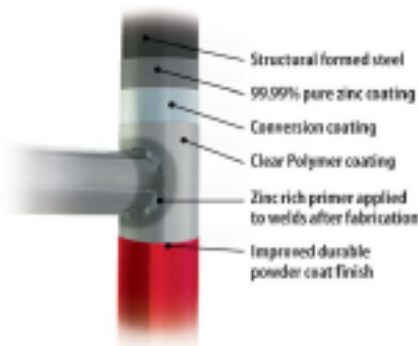
- The color pigments used in our plastics have one of the highest ratings for light stability, providing the best color stability for color fastness
- Multiple color choices available for natural and modern settings

Our Decks



- Innovative curved bracing assures durable and sturdy decks
- Platisol and Thermoplastic coating options available
- ADA compliant holes are used for all decks and ramps

Durability



- Zinc Rich Primer is applied to welds and aids in rust prevention and is vandal resistant
- Factory-installed post caps provide a better fit and appearance

Hardware



- Tamper Resistant Hardware aids in the prevention of corrosion and helps reduce vandalism in our stainless steel hardware

Any organization that chooses a Play & Park Structures playground is a friend to the environment!

Material Type	Found in These Products	% Pre-Consumer	% Post-Consumer	% Recyclable
Aluminum	Structure uprights	65%	10%	100%
Aluminum Castings	Post caps, castings	0%	100%	100%
Cardboard Packaging	Packing, shipping	0%	45%	100%
Injection Molded Plastics	Handles, handholes, small components	15%	100%	100%
Poly Tubing	Packaging, shipping	40%	20%	100%
Recycled Plastics	Recycled roof, Recycled decks	0%	100%	100%
Rotationally Molded Plastics	Slides, tunnels, panels, roofs	0%	0%	100%
Rotationally Molded Plastics	Park Timbers	100%	0%	100%
Rubber products	Poured in place, bonded, shredded rubber surfacing	0%	100%	100%
Steel Plates and Sheets	Slides, decking, steps, roofs, site furniture, mirror panel, grills, speedy spinner	30%	68%	100%
Stainless Steel	Mirror panels, slides, tabs	0%	65%	100%
Steel Tubing	Play structure uprights, center supports, ladders, climbers, railings	0%	50%	100%

Definitions:

Pre-Consumer Recycling: the recycling of production waste, seen as optimizing the efficiency of material use in manufacturing processes

Post-Consumer Recycling: the recycling of used products, the popular definition of recycling to conserve resources

Recyclable: Items that can be recycled for post-consumer use in areas where such recycling facilities are available

Play & Park Structures is dedicated to maintaining our environment through the use of recycled and reclaimed materials. These materials are used only when they do not affect the durability, strength or quality of our products. Play & Park Structures adheres to the federal requirements of the EPA and complies with the requirements of the Alabama Department of Environmental Management while maintaining their internal environmental management system.

Congratulations! You have just purchased a high quality and carefully designed play structure!

You can be confident that the quality of Play & Park Structures products and the service you will receive from our representatives and staff will make your playground purchasing experience a great one! You are responsible for facilitating delivery, unloading, and storing your equipment when it arrives at your site. Be prepared to receive your shipment by following these simple steps:

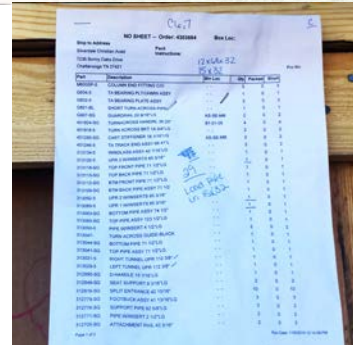
Facilitate Delivery

- ✓ Designate a clear path to the site for the delivery truck. If you are not immediately installing the equipment, determine a dry and secure storage site with sufficient space to protect your investment.
- ✓ You will need to arrange for a forklift with extended forks to be on-site at the time of delivery. If a forklift is not available, arrange for 4 -5 people to unload the equipment and transport it to storage.



Receiving the Shipment

- ✓ Compare the packing slip with the containers shipped to verify the address and purchase order numbers are correct. Make sure the proper number of pieces have arrived.
- ✓ Crosscheck each container label against the Bill of Lading provided by the shipping company to ensure that you have received the number of items noted on the shipping document. Crated and uncrated items that are labeled count towards the total number of items.



Survey for Damage

- ✓ Inspect and make detailed notes of any detectable damage to the equipment.
- ✓ Sign for the delivery once all shortages or damages have been clearly noted.
- ✓ If there are any issues or shortages, contact your Play & Park Structures representative to file a claim.

Unload and Store

- ✓ Unload the crate using a forklift.
- ✓ If you do not have a forklift, open the container and unload the parts from the crate individually.
- ✓ Gather all paperwork and save for reference



Hardware



Plastic Components

Frequently Asked Questions

Question: When do I inspect the equipment for damage?

Answer: You should inspect the product for concealed damages as soon as you receive the shipment. It is helpful to unwrap each item. If you find any damages please notify your Play & Park Structures representative within 15 calendar days of delivery. If you have concealed shortages, please notify your representative within 60 calendar days of delivery.

Question: What if I find damaged parts later?

Answer: Some damaged parts may be found at the time of installation as each part is attached to the system. If a damaged part is discovered during installation, contact your representative as soon as possible. Keep the packaging and paperwork for that item until the issue is resolved.

Tips for making your playground preparation a success!

- Keep a file of all paperwork and shipping documents.
- Unwrap metal components that must be stored outdoors.
- Keep your owner's manual and maintenance kit in a easily accessible place for use in maintenance checks.
- Contact your Play & Park Structures Consultant immediately with any questions or concerns. They are eager to make your experience a great one!

Receiving Your Playground Equipment

Instructions and Tips from Play & Park Structures

Congratulations! You have just purchased a high quality and carefully designed play structure! You can be confident that the quality of Play & Park Structures products and the service you will receive from our representatives and staff will make your playground purchasing experience a great one! You are responsible for facilitating delivery, unloading and storing your equipment when it arrives at your site. Be prepared to receive your shipment by following these simple steps:

1 Facilitate Delivery

- Designate a clear path to the site for the delivery truck. If you are not immediately installing the equipment, determine a dry and secure storage site with sufficient space to protect your investment.
- You will need to arrange for a forklift with extended forks to be on site at the time of delivery.
- If a forklift is not available, arrange for 4-5 people to unload the equipment and transport it to storage.

2 Receiving the Shipment

- Compare the packing slip with the containers shipped to verify the address and purchase order numbers are correct. Make sure the proper number of pieces have arrived.
- Crosscheck each container label against the Bill of Lading provided by the shipping company to ensure that you have received the number of items noted on the shipping document. Crated and uncrated items that are labeled count towards the total number of items. (Label Example: Package 1 of 5).
- Note any shortages clearly on the *delivery receipt*. This will be very important if you need to make a claim for missing pieces.

3 Survey for Damage

- Inspect and make detailed notes of any detectable damage to the equipment.
- Sign for the delivery once all shortages or damages have been clearly noted.
- If there are any issues or shortages, contact your Play & Park Structures representative to file a claim.

4 Unload and Store

- Unload the crate using a forklift.
- If you do not have a forklift, open the container and unload the parts from the crate individually.
- Gather all paperwork and save for future reference. Make a notation of any concealed damage or missing items discovered later.



play&park
structures®

A PLAYCORE™ Company

Answers to Questions You Might Have...



Inspect the number of containers and compare with the Bill of Lading.

Question: How many people will be needed to unload my shipment?

Answer: You are responsible for checking and unloading the shipment, the freight carrier and driver are not responsible for that part of the shipment process. Unloading a standard size play system by hand usually requires about 4-5 people. Fewer people are required if you have the proper equipment. You will want to consult your Play & Park Structures representative for a recommendation if your structure is larger than average.

Question: What equipment will I need?

Answer: It is ideal to have a forklift on site when your play equipment is delivered. Having a forklift with 4' fork extensions is helpful for large crates. If extensions are not available, a pallet puller can be used to pull the crate to the back of the trailer. If the crate must be unloaded by hand, you will need a utility knife and a hammer or pry bar to open the top of the crate to unload individual products. Hand trucks would be useful in transporting equipment to storage. See the images on this sheet for examples of each method.

Question: Where should my equipment be stored until the time of installation?

Answer: Equipment that is unloaded from the truck should be stored in a secure area to prevent theft and vandalism until the date of installation. It is best for the equipment to be stored in a dry place so that moisture does not get within the packaging of the products. If you are storing posts and other metal items outdoors, it is best to unwrap the product completely so that moisture will not be trapped within the packaging.

Question: When do I inspect the equipment for damage?

Answer: You should inspect the product for concealed damages as soon as you receive the shipment. It is helpful to unwrap each item. If you find any damage please notify your Play & Park Structures representative within 15 calendar days of delivery. If you have concealed shortages, please notify your Play & Park Structures representative within 60 calendar days of delivery.

Question: What if I find damaged parts later?

Answer: Some damaged parts may be found at the time of installation as each part is attached to the system. If a damaged part is discovered during installation, contact your Play & Park Structures representative as soon as possible. Keep the packaging and paperwork for that item until the issue is resolved.



Make sure that your forklift has extended forks.



Clear a path for the truck and forklift.



Arrange for assistance in unloading if no forklift is available.



Have a pallet puller on hand to pull the crate to the back of the truck.



Tips: for making your playground preparation a success!

- ✓ Keep a file of all paper work and shipping documentation for future reference
- ✓ Unwrap metal components that must be stored outdoors
- ✓ Keep your owner's manual and maintenance kit in an easily accessible place for use in maintenance checks.
- ✓ Contact your Play & Park Structures rep immediately with any questions or concerns. They are eager to make your experience a great one!

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structures®

A PLAYCORE Company

Promote a life-long love for physical activity and learning

PlayOn!

Play & Park Structures has carefully designed your playground to add value to your investment and implement the one of a kind PlayOn! Program, developed by PlayCore in partnership with SHAPE America. PlayOn! is the only national standards-based playground program in which all 125 PlayOn! learning activities have been directly aligned to help students meet the National Standards for Physical Education outlined by the National Association for Sport and Physical Education (NASPE). PlayOn! also meets national recommendations for physical activity and aligns with Coordinated School Health programs. Learn more at: playandpark.com/enrichment/physical-activity



Standards-Based Activities

Play & Park is the first playground manufacturer to supply free standards-based curriculum with a-maze motion panels and Music Maker instruments. The MusicMakers and a-maze activity folders include standards-based activities designed for grades Pre-K-5 to use with the a-maze and Music Maker equipment. By providing these creative movement play experiences on your playground, your play environment can promote learning in other key content areas including language and literacy, mathematics, social studies, science, the arts, and history. These standards-based activities can also help children develop and use lifelong skills, such as, concentration, cooperation, persistence, goal setting and problem-solving. Learn more at: playandpark.com/enrichment/child-development-and-outdoor-learning

Outdoor Creative Play & Learning

The Outdoor Creative Play and Learning System is designed to enhance children's learning experience and provide educators with a variety of ways to reinforce classroom learning utilizing your playground and to make connections between important academic concepts and their everyday lives. This unique system will help children of all abilities meet physical, social, academic, and developmental goals, all while engaging in fun, playful activities. The cross-curricular activities give educators quick, easy to implement lessons to use with the playground structures, open spaces, loose parts, and natural surroundings. Learn more at: playandpark.com/outdoor-creative-play-and-learning-box





ISO 14001

We are proud to be ISO 14001 certified for our manufacturing facility in Fort Payne, Alabama, also referred to as the “Green Certification.” ISO 14001 is an internationally recognized standard for environmental management, measurement, evaluation, and auditing. As an ISO 14001 certified company, Play & Park controls the environmental impact of our activities, products, and services by implementing an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced.



ISO 9001

An industry certification process issued by the International Organization for Standardization. It is used to measure manufacturing standards and to certify company compliance with quality control systems covering design, development, production, installation, inspection and testing.



ADA

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final Report of the Regulatory Negotiation Committee is available via the internet.



IPEMA



In the interest of public playground safety, the International Playground Equipment Manufacturer’s Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, Detroit Testing Laboratory, Inc. (DTL), validates an equipment manufacturer’s certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 & 12.6.1; to CAN/CSA Z614, Children’s Playspaces and Equipment, except clauses 9.8, 10 & 11, or both. The use of corresponding logo in Play & Park Structures catalog signifies that Play & Park Structures has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the Indicated standard. Check the IPEMA website, www.ipema.org, to confirm product validation.



ASTM



ASTM International is an independent and world renowned developer of technical standards utilized in testing a multitude of products, ASTM’s F15.29 committee met regularly for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The original standard, F1487-93 was published in 1993 and subsequently replaced by the current version F1487-07a, published in May 2007.



CPSC

The Consumer Product Safety Commission (CPSC) is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication several times since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.



SuperMax structures provide the largest deck, so kids of all abilities can play together. It also boasts the largest product offering of the Play & Park product lines. Designed to be age appropriate for children ages 2-5 or 5-12.

SUPERmax PLAY SYSTEMS

- ❖ 5" diameter uprights, 11 gauge aluminum or galvanized steel
- ❖ 48" punched, 12 gauge steel decks – 8" to 8' high (in 8" increments)
- ❖ ADA transfer stations – with ramps, universally accessible activities and play components



SuperMax Clamp System

- ❖ Easier and quicker installation
- ❖ Cleaner look to overall system
- ❖ Maximum Customization
- ❖ Unique hardware hold clamps firmly in place to eliminate sliding once installed



- One of the strongest decks, posts, and components in the industry to support even the busiest playground's large capacity
- Customization of configuration and color options
- Can be linked to our standards-based curriculum and programs

Playground

Inspection & Maintenance Guide



About the Authors



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President, Site Masters, Inc.

Teresa (Teri) is the President and owner of Site Masters Inc., a Cincinnati, Ohio based consulting firm specializing in the design and safety of children's play environments. For more than 30 years, Teri has been actively involved as a design and safety consultant to the school, child care, and park and recreation industries as well as to private foundations, science centers, museums, and national quick serve restaurants.

Teri brings extensive knowledge of the standards and guidelines that apply to the playground industry as she has actively worked with the ASTM subcommittees since 1987 to develop industry standards. Teri is on the Voice of Play Advisory Board to IPEMA and an executive board member and instructor for the curriculum committee for the National Playground Safety Institute. She is a nationally recognized author, speaker, and expert in the area of playground safety and design.



Daniel M. Hendy, CPSI
Site Masters, Inc.

Dan has over three decades of experience in the recreation industry working with early childhood centers, government, municipalities, and schools. Having previously owned and operated a sales and construction company, Dan possesses extensive knowledge and experience in managing the construction and design of playground facilities as well as the manufacturing and fabrication of playground equipment and site furnishings. Dan has experience in facilitating the design and construction of playgrounds to meet the developmental needs of the children and users of the play spaces. His background in education and teaching has enabled him to develop programming to meet the goals of owners, designers, and builders of play facilities. Dan has facilitated many local landmark projects: Highfield Gardens, Evendale Recreation Center Playground, Juilfs Park, Bicentennial Commons Playground Addition, Ziegler Park, Crescent Park Playground.

Dan has a Masters in Education, holds a US patent, is a Certified Playground Safety Inspector, and after 30 years in the playground industry, has joined Site Masters Inc. as a partner in the firm.



This Guide is a part of the Safety Resource Series and is provided as a public service by Play & Park Structures. The Safety Resource Series is made up of the Playground Inspection and Maintenance Guide and the Playground Supervision Guide. For more information about the Series or to request digital copies of the Guides, please visit playandpark.com/enrichment/playground-safety.

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Disclaimer

The purpose of this overview resource is to raise awareness about some considerations for a routine playground inspection and maintenance program; it is not to be considered as an all inclusive guide. Do not rely upon this overview in lieu of the normal safety inspections that might otherwise be conducted. Please refer to the manufacturer specifications and warnings, which are supplied with the playground equipment, and continue with normal inspections. Please do not construe our failure to either itemize any particular maintenance activity or list any particular condition as a statement that these activities are unneeded or that these conditions do not require attention. PlayCore and its divisions volunteer these comments in the interest of safety while advising of the restricted context in which they are given.

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Why is Inspection and Maintenance Important?

Well-maintained playground equipment can help children to develop cognitively, physically, communicatively, socially, and emotionally in a safer environment. Along with helping to promote children's development, a quality inspection and maintenance program has many positive outcomes.

Protect your investment

Play equipment, protective surfacing, planning, and site development of a playground are significant investments. It simply makes good economic sense to maintain the equipment to extend its life and protect your school or agency's investment.

Manage risk

Proper, routine, and timely maintenance is a way of managing risks in the community's play areas, helping to protect them from costly accidents, and demonstrating the community's standard of care.

Improve children's play experiences

When playground equipment is broken or otherwise unusable, children miss opportunities for play. That moment of connection with others and fun-filled learning might be lost. The better maintained the equipment, the better the chance that a child's life is improved. Your work could make the difference!

Promote community values

Maintained and groomed play environments are a source of pride for the community. Taking good care of the playground equipment and maintaining a beautiful environment is an expression of your community's values.

Control expenses

Timely, preventive routine maintenance procedures help control expenses by reducing upkeep and replacement costs, enabling more accurate budgeting.

Learning Outcomes:

- Define the importance of maintenance as a key to maximizing playground value and managing risk.
- Generate high and low frequency inspection protocols and procedures for a sustainable maintenance program.
- Identify potentially hazardous conditions in the play environment and define proper maintenance practices for playground equipment and surfacing.
- Summarize a variety of tools and generate a maintenance program unique to your school or agency.

By identifying and eliminating hazardous conditions, you can play an important role in preserving the play environment, promoting the value of play, and protecting children.




Did You Know?

It has been estimated that at least **33%** of playground accidents could be avoided with a planned maintenance program. (National Recreation and Park Association's CPSI Course).

Management and Staffing Priorities

When designing a playground maintenance program, managers should consider, among other factors, these concepts:

Inspections should be routine, timely, and followed up with action.

 *Design the program to be consistent with the manufacturer's instructions when available and take into account environmental conditions.*

Have a system in place that ensures an appropriate response to hazards.

- A hazard is anything that may cause harm or result in serious injury. Serious hazards should be immediately repaired, removed, or taken out of service.
- The play environment is constantly changing; your system should be capable of responding in an ongoing manner.

A successful program requires comprehensive commitment.

- Everyone associated with the playground, from the manufacturer to the citizen, has a role in providing access to safer and age appropriate play.

Continually educate staff in these and other areas.

- How to effectively identify problems and repair play equipment.
- How to provide ongoing maintenance.
- How to keep records and documentation of work.

When necessary, bring in outside vendors to perform inspections and/or do technical repairs.

- Contact your playground supplier for recommendations.

Practice complete documentation.

- Complete records of maintenance and repairs are essential for a sound maintenance program and risk control. Providing documented evidence that maintenance is being performed verifies a standard of care as set forth by the operator and creates a historical record that could be useful.
- Warranties are honored when there is proof of maintenance.



Maintenance Inspection - Frequency and Process

Because play equipment and surfacing are subject to changes from use, abuse, and climate, they must be inspected on a regular basis. The frequency of inspection will be determined by many factors including equipment age, use, and materials, and external factors like the age of the users, climate, and vandalism. Regardless of site-specific attributes of the playground, two types of inspections should be performed on all playgrounds: low frequency and high frequency.

Low Frequency Inspections

Often performed quarterly or semi-annually, low frequency inspections are in-depth investigations of the equipment and surfacing looking for wear and tear. This inspection requires a staff member with mechanical knowledge and extensive knowledge about play equipment and surfacing standards. During or immediately after the inspection, staff should do preventive maintenance and repairs and/or remove damaged equipment to remedy problems discovered in the inspection. An example of this type of maintenance would be replacing heavily worn chains that were noted during the inspection. See pages 25-26 for a sample inspection form and corresponding codes to use on the form.

High Frequency Inspections

Often performed daily or weekly, high frequency inspections look at frequently changing conditions caused by use, weather, and/or vandalism. During a high frequency inspection, staff checks and corrects playground conditions such as loose-fill surfacing depths, sanitation issues, and the presence of trash and debris. If any hazards are discovered, staff should follow school or agency procedures such as completing documentation, taking the area out of use, and/or correcting the problem. See page 29-30 for a sample inspection form and corresponding codes to use on the form.

Playground Inspection Process

When new play equipment is installed and at the introduction of a new playground safety and maintenance program, it is good practice to have an audit of the equipment performed by a Certified Playground Safety Inspector (CPSI). The audit will note conditions that are not compliant with current industry standards and will form the basis for a systematic program of removal, repair, and/or retrofit.

Inspection Forms

Reports detailing inspections, maintenance, and repairs need to be completed for all types of inspections and maintenance. File these reports in an accessible location because they may be invaluable for ongoing maintenance, budgeting, staffing, designing new play areas, future play equipment selection, and other purposes.

Sample low and high frequency forms are included as part of this program guide. They can be reproduced and tailored to meet the site and policy specific needs of your school or agency. Because of the variance of each play area, these forms should not be considered as comprehensive lists of playground hazards or maintenance requirements.

For a list of Certified Playground Safety Inspectors in your area or for information about becoming a CPSI, contact the National Recreation and Park Association at (800) 626-6772 or online at www.nrpa.org/cpsi.

LOW FREQUENCY INSPECTION GUIDE

Important Headings for Document

- The name, location, or proper means of identifying the playground.
- The name and position of the person conducting the inspection.
- The date of the inspection.
- When multiple pages are necessary, number the additional pages and indicate the total number of pages.
- Inventory each piece of the equipment by writing its name in the “Equipment List” columns (one piece of equipment per column). Should more columns be necessary, add additional pages. Be as descriptive as possible for each piece of equipment, using characteristics such as height, color, location, number of swing seats, etc.



Low Frequency Inspection Form Elements:

- General Safety Considerations
- Finishes & Materials Conditions
- Fasteners
- Structural Members
- Gripping & Stepping Components
- Slides
- Swings & Moving Components
- Other
- Protective Surfacing

General Safety Considerations

This section addresses conditions that apply to every piece and type of playground equipment. Should you have any concerns regarding whether or not a hazard exists, mark the box with an “O” to indicate an outstanding issue and consult with a CPSI and/or the manufacturer of the equipment.



Check for required signs and labels

The ASTM standard requires the name of the manufacturer or custom designer to be present on the equipment. Typically, the manufacturer’s name is molded into plastic components or cast into steel pipe caps or collars.

An age recommendation sign or label must be present on or near the equipment.

Other signs and/or labels that are required:


- Warnings regarding danger of wearing sports helmets and clothing with drawstrings, which can become strangulation hazards when worn on equipment.
- Hot surface warning when applicable.
- Surfacing warning when applicable.
- Recommendation for adult supervision.



Demonstration of test for crush and shear hazard.

Check for crush and shear hazards

Such hazards may crush a child’s finger or cause amputation. Crush and shear points can occur on components that are in motion like see-saws and moving bridge planks. To check for a crush or shear hazard, place a 5/8 inch diameter dowel in the opening. If the component could close down on the dowel, then a crush or shear hazard is present. Lightweight objects such as tic-tac-toe game pieces are not considered for crush and shear.

 *Should you have any concerns regarding crush and shear hazards, mark the box with an “O” for outstanding issue, and consult with a CPSI and/or the manufacturer of the equipment.*




Projection gauges are part of an inspection tool kit that is available for purchase.

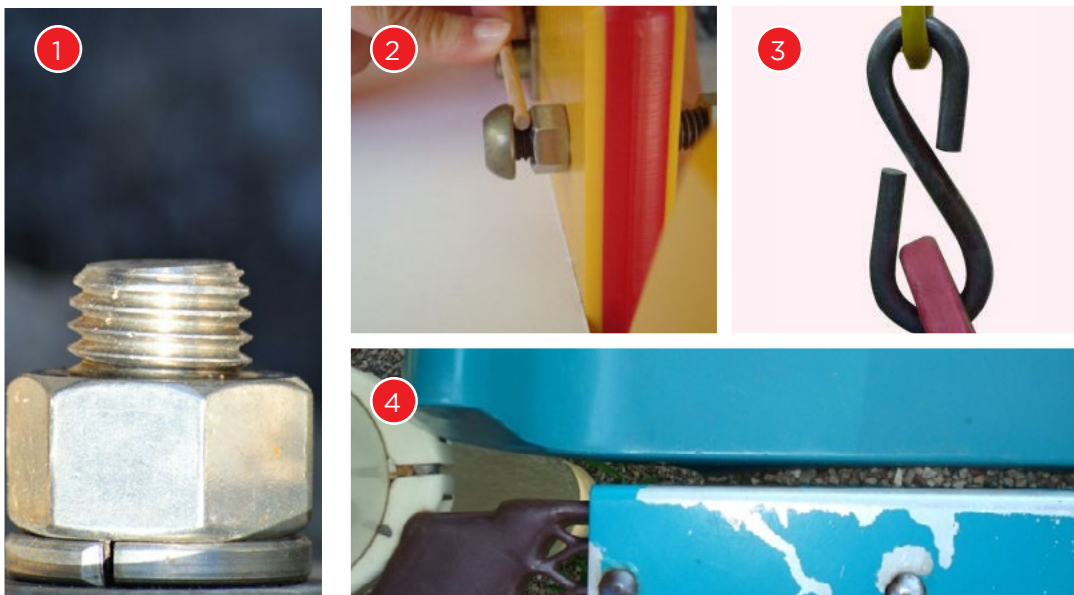
To order, contact your local playground representative or email info@playandpark.com

Check for entanglement and protrusion hazards

Typically caused by hardware or small diameter components that project out from a surface, entanglement and protrusion hazards may entangle clothing resulting in strangulation and/or impale skin causing a laceration, contusion, or other soft tissue damage. Projection gauges should be used to check for entanglement and protrusion hazards. Projection gauges are part of an inspection tool kit that is available for purchase from your playground manufacturer and the National Recreation and Park

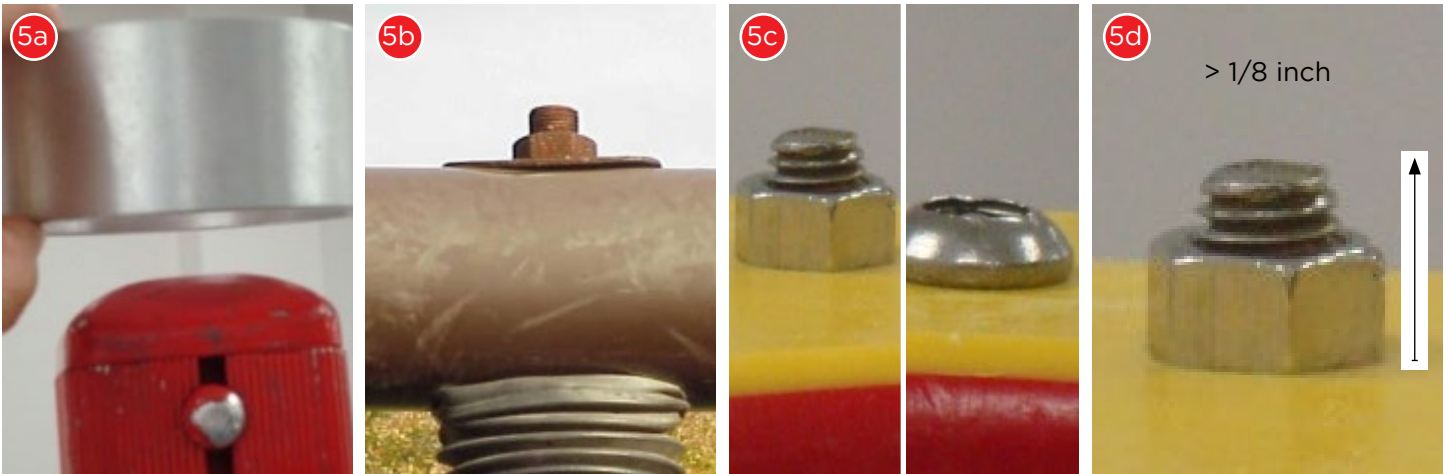
Association (NRPA). It is possible to fabricate your own gauges using the dimensions outlined in the Consumer Product Safety Commission's Handbook for Public Playground Safety, publication #325, available for free at www.cpsc.gov.

 *Should you have any concerns regarding entanglements and protrusions, mark the box with an "O" for outstanding issue and consult with a CPSI and/or the manufacturer of the equipment.*



Check for entanglement hazards

1. Check that there are no more than two threads exposed on a bolt end. In Photo 1, more than two threads are exposed, so this bolt would be considered an entanglement hazard.
2. Check that hardware does not increase in diameter from the initial surface out of which it projects, creating a hook, as seen in Photo 2. If a 1/8" diameter rod can be inserted fully into the space between the projection and the initial surface then the projection is considered an entanglement hazard.
3. Check that the gaps in an "S" hook are not greater than .04 inches (approximate thickness of a dime).
4. Check that there are no gaps at the entrance to a slide at the point of attachment of the slide to the platform, as seen in Photo 4. If a gap is present, it must be considered for entanglement. Since there is no standard test method, use your best judgment to determine if a drawstring on a child's coat or outerwear could become entangled in the gap. If in doubt, photograph the gap and contact the manufacturer.



5. Check that hardware and small components do not project vertically above a horizontal unless the projection is less than 1/8 of an inch or it is rounded. In order for a piece of hardware or small component to be considered a vertical entanglement hazard, **all** of the following conditions must exist:

- a) The projection would fit inside a three inch diameter ring, as seen in Photo 5a.
- b) The projection projects vertically above a horizontal and is perpendicular to the surface it comes out of (90 degrees), as seen in Photo 5b. If the component projects out horizontally

or below horizontal it is not considered for entanglement unless the projection is on the sidewall of a slide.

- c) The projection is not rounded. In Photo 5c, the projection on the left has perpendicular sides and must be considered for entanglement. The projection on the right, however, is rounded and, therefore, is not considered a vertical entanglement hazard.
- d) The perpendicular portion of the projection is taller than 1/8 of an inch, as seen in Photo 5d. This is an entanglement hazard.



Gauges are used to test the compliance of all projections. This projection is in compliance because it does not extend beyond the face of the gauge.



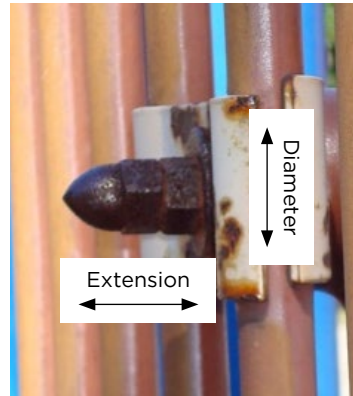
This bolt end is an unsafe protrusion.

Check for protrusion hazards

1. Place each of the three gauges over all projections, regardless of shape and orientation, as seen in Photo 1.
2. If the projection extends through the gauge and projects beyond the face of the gauge, then the projection is considered a protrusion hazard and has the potential to impale a child. In Photo 2, the projection is a protrusion hazard.



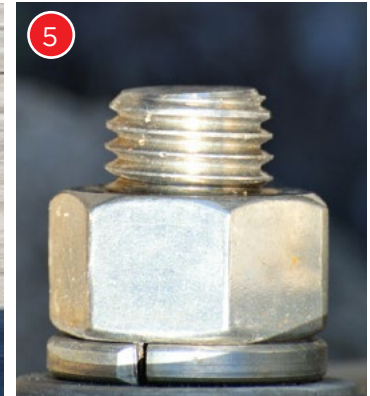
Test swings for protrusion hazards with this special gauge.



This unsafe protrusion is useful for visualizing extension and diameter measurements.



This cracked component is a hazard.



More than two threads are showing, so this component is a protrusion hazard.

3. Suspended components, such as swings, have stricter protrusion requirements because they move and may hold the added weight of a child, changing the dynamics of the hazard. On a suspended component, any projections that would fit inside a 1 ¼ inches diameter gauge may not project out more than 1/8 of an inch. (A suspended projection hazard gauge, resembling a large flat washer, is part of the protrusion gauge kit.)

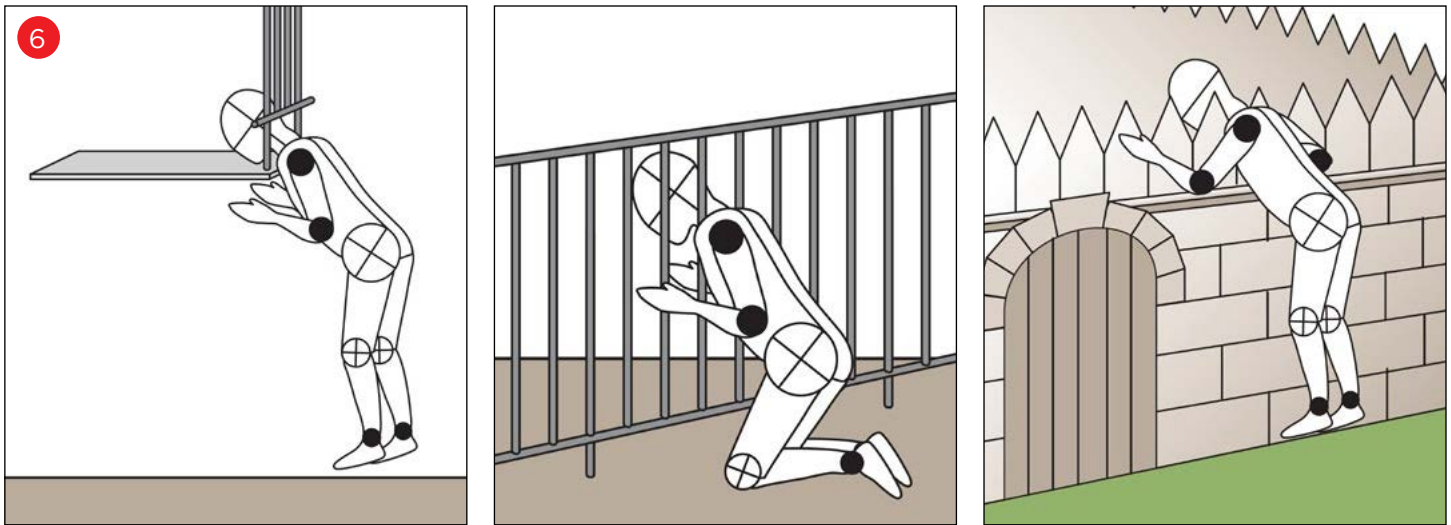
When projection gauges are not available, use the following procedure to determine the presence of a protrusion hazard.

- If the diameter or maximum cross section of a projection is less than or equal to 1/2 inch, the projection should not extend more than 1/4 of an inch above the surface to which it is attached.
- If the diameter or maximum cross section of a projection is less than or equal to 1 ½ inches, the projection should not extend more than

3/4 of an inch above the surface to which it is attached.

- If the diameter or maximum cross section of a projection is less than or equal to 3 inches, the projection should not extend more than 1 ½ inches above the surface to which it is attached.
4. Check for sharp points and edges. Use your judgment to determine whether or not a point or edge could harm a child; generally, all edges should be smooth and rounded. Pay particular attention to rough edges on hardware, worn or cracked materials, splintered wood, rusted or cracked metal, and weld spatters on metal surfaces.
 5. Check that bolt ends show less than two threads and are rounded and smooth. Pay close attention to bolt ends because rough or projecting bolt ends could be entanglement and protrusion hazards.

Quick Reference Protrusion Hazard Chart	
If the diameter or maximum cross section of a projection is less than or equal to this Diameter.	The projection should not extend more than this Extension above the surface to which it is attached.
1/2 inch	1/4 inch
1 ½ inches	3/4 inch
3 inches	1 ½ inches



Areas that can possibly cause head entrapment are below a barrier, between the vertical bars of a barrier, and an angle less than 55 degrees on a fort. (Source: CPSC)

6. Check for head entrapment hazards. Head entrapment and a resulting strangulation hazard can occur when children enter an opening feet first with only their legs and torso passing through the opening. Completely bound openings that measure between 3.5 inches and 9 inches must be considered for head entrapment. If the equipment was installed correctly and audited after installation, there should not be entrapment hazards unless the equipment shifts or receives improper repairs.

Head entrapment probes and templates are available for purchase from your playground manufacturer and the NRPA as part of an

inspection tool kit. There are two probes/templates: a torso probe/template and a head probe/template. The probe is three dimensional and may be easier to use because the user does not need to measure the depth of the opening. Templates are two dimensional and may be used in place of probes as long as the user ensures that the template has entered the opening to a depth of 4 inches. It is possible to make your own templates using the dimensions outlined in the CPSC Handbook for Public Playground Safety, but when making your own templates, make certain that the final product is accurate.



Projection gauges are part of an inspection tool kit that is available for purchase.

To order, contact your local playground representative or email info@playandpark.com



This photo shows the use of entrapment templates as opposed to the three dimensional probes.




The torso probe enters the opening and therefore requires further testing.



The head probe does not freely enter; therefore, this tic-tac-toe panel poses a head entrapment hazard and should be corrected.

- a) Test all completely bound openings that measure between 3.5 and 9 inches. An opening where safety surfacing is the lowest boundary is not considered a hazard and is not tested.
- b) Insert the torso probe/template into the opening as shown in the photograph. If the torso probe/template does not enter the opening, then the opening is compliant and it does not need to be checked further. If the torso probe/template goes into the opening to a depth of four inches, then the opening is considered accessible to a child and the opening must be checked using the head probe/template to determine if an entrapment hazard is present.
- c) Insert the head probe/template into any opening that allowed the torso probe/template to enter. If the head probe/template will freely pass through the opening, no head entrapment hazard is present. If the head probe will not enter and exit the opening freely, the opening is considered a head entrapment hazard. If a head entrapment hazard exists, it should be corrected immediately. The degree of severity of the hazard will be determined by the likelihood that a child can get into

the opening and the height of the opening above the ground. Higher openings where it is unlikely the entrapped child's feet will contact the ground pose a greater risk.

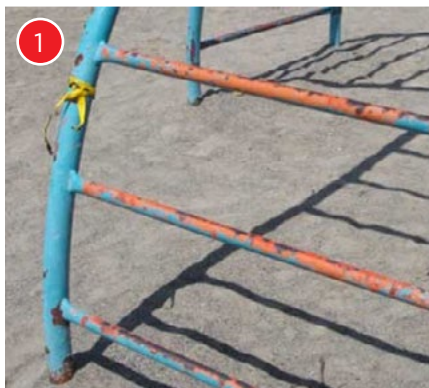
 *If you are uncertain whether or not a head entrapment hazard exists, close off the opening and take the equipment out of service until a CPSI and/or the manufacturer can be contacted to evaluate.*

7. Check the cleanliness and sanitation of the play environment. Serious health hazards can be created by animal feces, bodily fluids, and bird droppings. Also, check regularly for the presence of pests, like insects and vermin, and remove them and their nests from play areas.



Finishes and Material Conditions

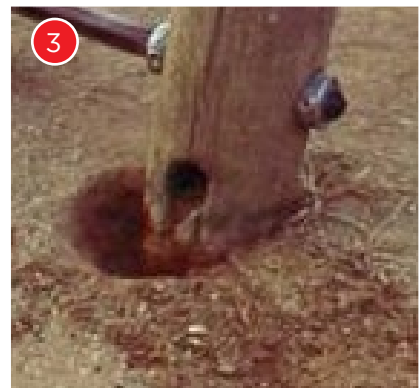
The following low frequency inspection recommendations apply to specific types of surfaces, finishes, and materials and may not apply to all components of the play equipment.



Chipped paint on this equipment should be addressed and repainted.



Vandalized surfaces can be cleaned with Graffiti Remover.

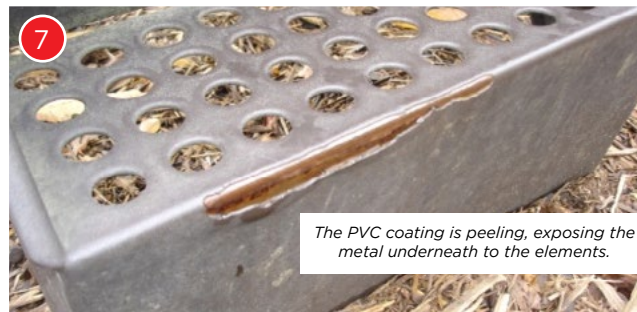


This wooden upright post is unstable.

1. Check that metal surfaces are free from rust and chipping paint.
 - Clean and paint all metal surfaces if rust appears. Prepare the surfaces properly before painting. Touch up paint is available for purchase from your playground manufacturer.
2. Check the conditions of all surfaces.
 - Surfaces should be free from mold and mildew as they can be health and slip hazards.
 - Equipment and surfacing should be carefully checked to remove any graffiti or vandalism. Graffiti breeds more graffiti and should be removed immediately.
3. Check that wood surfaces are free from rot, splinters, warping, and severe cracking.
 - Remove any splinters, smooth the area, and fill with caulk if necessary. If warping or rot exists, check the integrity of the wood and its anchoring point. (Hidden rot can occur where the wood member intersects the protective surface and concrete footers.)



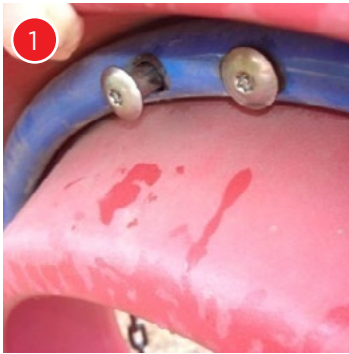
When possible, obtain replacement wood from the manufacturer of the wooden play equipment.



4. Check that there are no damaged, bent, broken, or missing parts.
 - Damaged, bent, broken, or missing components could compromise the integrity of the structure.
5. Check that plastic components are free from cracks, holes, and burns.
 - Damaged plastic components should be repaired, removed, or isolated. Before altering a damaged component, consult with the manufacturer of the equipment to determine if repair is possible.
6. Check that no weld joints are broken, rusting, or rough.
 - A skilled welder should make repairs within the parameters of the manufacturer and playground industry standards. Be sure to repaint the weld afterward. Touch up paint can be purchased from your playground manufacturer. Do not weld swing “S” hooks closed, as it changes the property of the metal and reduces its strength.
7. Check PVC coated components for signs of wear and peeling.
 - Frequently used to coat swing chain, platforms, and other components, PVC coatings are subject to degradation and UV breakdown and need to be checked for signs of wear and peeling. When possible, correct peeling by re-coating the component immediately because, in some cases, exposed metal may deteriorate more quickly. Plastisol, which can be used to touch up PVC coated decks and other components, can be purchased from your playground manufacturer.

Fasteners

This section applies to specific types of hardware and other fasteners and may not apply to all play components on the playground.



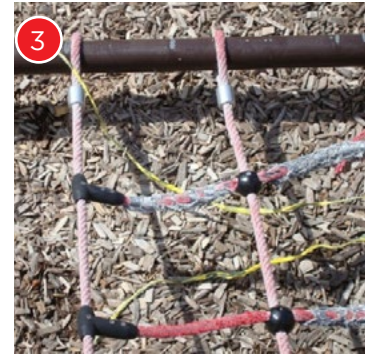
This bolt is loose and should be tightened or replaced.



Hardware is missing and causing the component to come apart.

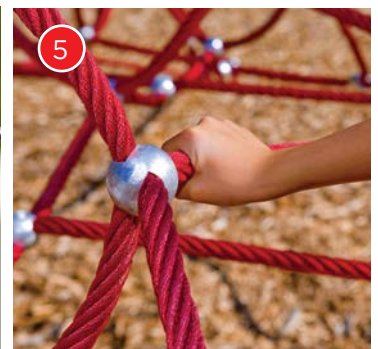
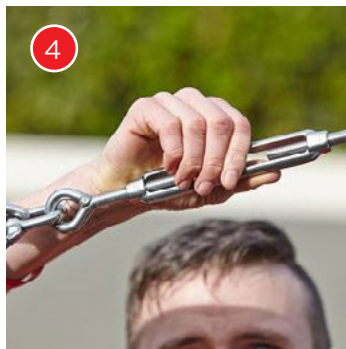


The cap is missing and should be replaced.



Worn ropes and an exposed anchoring device make this component unsafe.

1. Check that all hardware is present, tight, and fully engaged.
 - Physically check hardware to confirm that it is tight. Most manufacturers utilize self locking bolts or lock-tite, but intensive use of the equipment can cause bolts to loosen. If non-moving equipment moves, the hardware may be missing or not fully engaged.
2. Check that caps and plugs are present on the ends of all pipes and tubes.
 - Exposed tubing and pipe must have capped ends. Caps cover sharp edges, prevent insect infestation, and protect the metal from freeze cycles. The caps should be rounded, securely fastened, and should not create an entanglement or protrusion hazard.
3. Check that all fittings and bearings are functional, lubricated, and squeak free.
 - Fittings and bearings should be in good condition, not showing excessive signs of wear. Lubricate during inspection to prolong the life of the component. Replace fittings and bearings that are in poor condition, showing excessive signs of wear.
4. Check that turnbuckles are fully engaged and properly adjusted.
 - Used to keep components such as climbing nets taut, turnbuckles may loosen over time.
 - Adjust turnbuckle tension as required.
5. Check that all cables and ropes are securely fastened.
 - Cables and ropes must be securely anchored and not capable of looping back on themselves. Check to make certain that cables and ropes are in good condition and not unraveling or coming apart.



Structural Members

This section applies to the structural integrity of the playground and applies to all types of components.



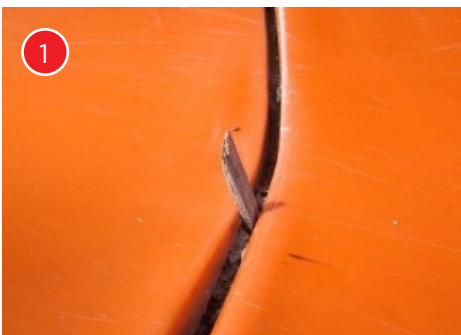
1. Check to make certain that all footings and other forms of anchoring devices are stable and are not exposed.
 - Concrete footings and other anchoring devices should be installed below the level of the protective surfacing material. If there are exposed footings, the play area should be taken out of service, and they should be corrected as soon as possible.
2. Check to make certain that structural members are sound and securely fastened.
 - Structural members, such as upright support posts, horizontal beams, and platforms, must be sound and securely fastened, fasteners being tight and secure, with no unintended movement. When a component shifts, head entrapment hazards may be created.
3. Check that springs and rocking components are in good repair.
 - Coil springs and other types of rocking components are subject to heavy use. For this reason, they may crack or wear out and become loose from their anchoring devices. It is important to check the points of attachment to the footing and to the body of the spring rider.
 - Check the springs and rocking components for loose or missing hardware and for signs of cracking or degradation.

Gripping and Stepping Components

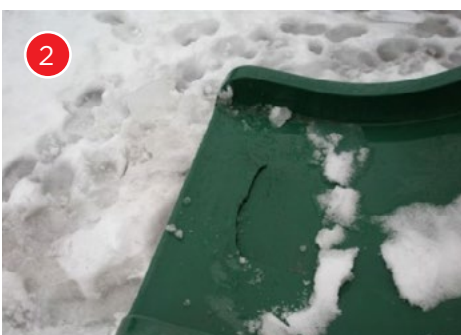
1. Check that all handholds/grips are tight, in good condition, and do not rotate.
 - Unexpected movement of a handhold could cause a child to fall.
2. Check that all stepping surfaces are level, stable, and clean.
 - Stepping surfaces that are not level and stable may create a trip hazard. Stairs, platforms, and other types of access devices should not have abrupt changes of level.
 - All surfaces should be kept clean and free of debris. Platforms should drain well.
3. Check that all foot rungs/holds are tight, secure, and in good condition.
 - Surfaces intended for wheelchair use should not have a vertical change of elevation greater than 1/2 inch and may not have a horizontal gap or space greater than 1/2 inch.
 - If a foot hold is not intended to move, it should not move. Make certain that components such as stepping pods and balance beams are level and secure.
 - Excessive wear on a stepping component may impact the integrity of the component and also create a tripping hazard, especially if the surface is separating, such as when a pipe splits.



Slides




This debris could pose a hazard.



This tear could be an entanglement hazard.


1. Check all slides to make certain that the bedways and side walls are smooth and free from debris.
 - Look for smoothness, and note excessively worn slide parts.
 - Look for foreign objects caught in the spaces between sections of the slide, as seen in Photo 1.
2. Check the slide bedway and the attachment point of the slide to the platform for conditions that might entangle clothing or body parts.
 - The slide bedway must be free from entanglement hazards, as noted in the entanglement section. Clothing entanglement can occur when the bedway separates from the platform creating a gap large enough to allow draw strings or clothing to enter the gap. Entanglement may also occur when sections of the bedway separate or when the component is cracked or damaged.

 *If you are unsure of the entanglement potential, mark an “O” for outstanding issue on the inspection form and take the equipment out of service until the issue is resolved.*

Swings and Moving Components

1. Check that swing chains or cables are not twisted and are free from excessive wear.

- Check the links of the chain from top to bottom for kinks or wear, paying special attention to the links at the top of the chain and at the swing seat connection.
- Unwrap swing chains if they are wrapped around the top rail of the swing structure, checking for deep wear.

 *Purchase swing chain from a playground equipment manufacturer. Chain purchased from a hardware store can have a different hardness that is not suitable for playground use.*

2. Check “S” Hooks and other types of fasteners for excessive wear and to make certain that they are closed.

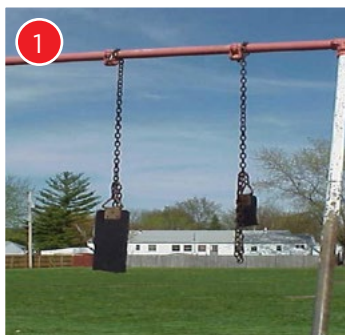
- Check frequently that “S” hooks are not worn more than 1/4 of their thickness, as seen in Photo 2. Always replace them with “S” hooks from a playground equipment vendor. Never reuse an “S” hook. Once it is closed and re-opened, its strength has been compromised.
- All fasteners should be closed so that the opening is less than .04” as measured with an automotive feeler gauge. For perspective, a U.S. dime is approximately .04” thick. Never weld an “S” hook closed.

3. Check that all swing hangers are free from excessive wear and that the bushings are lubricated and in good condition.

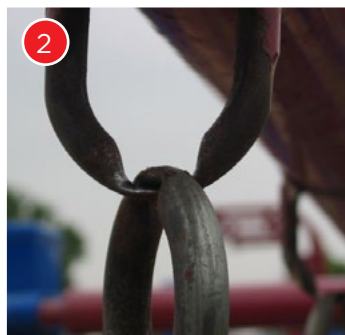
- Swing hangers and bushings should be checked frequently for signs of excessive wear. Because bushings are designed to wear out so that the cast swing hanger does not, make certain that the component that supports the swing chain has a bushing, bearings, or some other means of reducing the friction yet moves freely within the swing hanger.
- Swing hangers should be securely fastened to the top rail so that they do not spin or rotate around the top rail unless designed to do so.

4. Check that swing seats are smooth, in good condition, and free from cuts or tears. Injuries can occur if swing seats break while in use.

- Make certain that fasteners are not pulling through the swing seat material, the material is not cracked or torn impacting the integrity of the seat, and the edges and surfaces are rounded and smooth.
- When a child jumps out of a swing seat while swinging, the seat may fly back into the path of a child on an adjacent swing and an exposed metal edge or rough, jagged vinyl may cut a child.



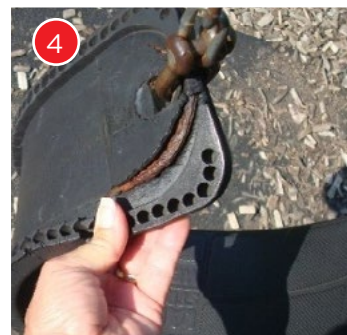
Swing chain should be unwrapped/inspected and broken swing seat should be replaced.



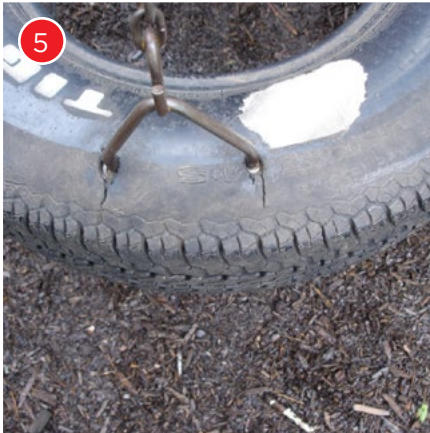
Worn hardware poses a hazard.



This bushing (red) is worn and should be replaced.



This belt swing is tearing and should be replaced.



This tire is cracking and should be replaced.



Ensure tire swing assemblies remain properly greased and in good condition.



It is important to check moving components frequently to ensure they are in good condition.

5. Check that tire swing seats are lightweight, smooth and rounded, and in good condition.
 - Tire swing seats must be less than 35 pounds.
 - Check to make certain that there are no exposed steel belts or sharp or rough edges. Look at the condition of the seat where the hardware comes through the tire to make certain that the rubber or plastic is not cracking.
6. Check that tire swing assemblies, including swivels and/or bearings, remain properly greased and are in good condition.
7. Check that all other moving components are in good condition, secure, and lubricated.
 - Moving components may include, but are not limited to swing structures, track rides, trapeze ladders, trapeze rings, tire swings, upright twirling components, backhoe diggers, steering wheels, whirls/spinning rides, chain net climbers, panels with moving assemblies, spring riders, suspension bridges, pogo type bouncers, and see saws.
 - The integrity of the component and all its parts should be checked frequently and should be in good condition.
 - Moving components may come loose and should be checked frequently at the concrete footing or other anchor/attachment point.
 - Moving components should be greased or lubricated during inspection.

Other

The “Other” section of the inspection form is an important place to add any other condition not listed above that should be noted. As an example, toys and found objects should not be brought onto the play structure, loose branches may fall into the play area. Correct and note these items in this section of the low frequency inspection form.

Protective Surfacing - Loose-fill and Unitary

All playground equipment must have proper impact attenuating (protective) surfacing under and around it. Unacceptable playground surfaces include grass, packed earth, asphalt or concrete, and other hard surfaces. Acceptable surfacing materials fall into two categories: loose-fill and unitary surfacing. Your budget, the amount of use the playground gets, your ability to maintain the surface, and other factors will help facilitate playground surfacing selections.

Although it cannot eliminate all injuries, well-maintained protective surfacing should be capable of absorbing some of the impact from a falling body. For this reason, your role in maintaining the surfacing is essential.

Consumer Product Safety Commission Documentation of Surfacing: *Materials used as protective surfacing under playground equipment must meet certain impact attenuation criteria. The CPSC has outlined the performance criteria that various types of*

surfaces must meet. Manufacturers of unitary materials, shredded rubber, recycled tires, and engineered wood fiber are expected to supply all compliance and test reports for their surfaces. In the event that local landscape materials are used you may consult with the Consumer Product Safety Commission's Handbook for Public Playground Safety for information regarding the type and depth of common surfaces. For more information, visit www.cpsc.gov, publication #325.

It is important that the surfacing material be able to protect a child from a fall from the height of the playground equipment. To properly assess the surfacing material the following should be noted; type of material, depth or thickness of the surfacing material and the height of the equipment. See the recommendations for critical height and fall height found in the Consumer Product Safety Commission's Handbook for Public Playground Safety.

Unacceptable Playground Surfacing

- Grass
- Concrete / asphalt
- Packed earth
- Other hard surfaces



Grass and packed earth are unacceptable playground surfaces.

Acceptable Playground Surfacing

- Sand, gravel, shredded rubber
- Wood chips, shredded bark mulch, engineered wood fiber
- Unitary materials certified for playground use such as poured-in-place rubber, rubber tiles, bonded rubber



Rubber tiles are a good choice for unitary playground surfacing.

Loose-fill Surfacing Materials

When impacted, loose-fill materials move downward and/or outward, providing some fall cushioning but also require ongoing raking and replenishment to keep the materials in place at an appropriate depth. Loose-fill materials must be contained in some manner either by earth berms, timber, or plastic borders called curbs. Rubber wear mats can be placed in high impact areas, such as under swings and the base of slides, to reduce the frequency of raking. The CPSC classifies loose-fill materials as organic or inorganic.

Examples of organic loose-fill materials are engineered wood fiber and shredded bark mulch. Engineered wood fiber is a wood product that is made exclusively for use under playground equipment. Organic materials require more frequent replenishing than inorganic materials because they naturally decompose over time. Wood fibers must be drained well and topped off regularly to maintain the desired depth and to prevent the growth of mold and bacteria.

Inorganic loose-fill materials include shredded rubber, sand, pea stone, and gravel. Inorganic materials do not decompose and require less frequent replacement. Frequently found on older playgrounds, sand and gravel do not meet current ADA accessibility guidelines and require frequent raking and turning due to their tendency for compaction. Raking and turning can help prevent gravel from developing a hard layer known as hardpan that resembles concrete. Shredded rubber is attractive and durable, does not form hardpan, but must be maintained at the desired depth.

All types of loose-fill materials need to be maintained at an acceptable depth in order to retain their fall attenuation properties. **The Consumer**

Product Safety Commission’s Handbook for Public Playground Safety recommends that there be 12 inches of loose-fill materials under playground equipment. Under no circumstances should loose-fill materials be less than nine inches. Refer to the table entitled “Minimum compressed loose-fill surfacing depths” for information about the fall attenuation properties of various types of surfacing. Your role of raking and leveling the loose-fill surfacing materials will be essential in helping to protect children on the playground.

Maintaining the protective nature and longevity of loose-fill surfacing includes the following tasks:

- Raking and leveling
- Removing debris
- Decompressing, raking, turning, and tilling
- Replenishing, topping off, and replacement of worn out materials
- Installation and maintenance of border material or curb
- Ensuring proper drainage

Minimum compressed loose-fill surfacing depths		
Inches	Loose-Fill Material	Protects to Fall Height (feet)
9	Shredded/recycled rubber	10
9	Sand	4
9	Pea gravel	5
9	Wood Mulch (non-CCA)	7
9	Wood chips	10



Containment curbs and wear mats help keep loose-fill surfacing materials in place.

Unitary Surfacing Materials

Unitary products include poured-in-place rubber (rubber particles bound with a liquid urethane), rubber tiles, bonded rubber, and synthetic turf. Unitary surfacing does not require raking, decompressing, or replenishment; however, it may require sanitization or maintenance due to surface debris, vandalism, movement in the tiles, erosion, poor drainage, or worn areas that result from repeated impacts. When unitary surfacing is in need of repair, it should be done immediately as per supplier's instructions. Always consult the manufacturer before applying any chemicals or before pressure washing.

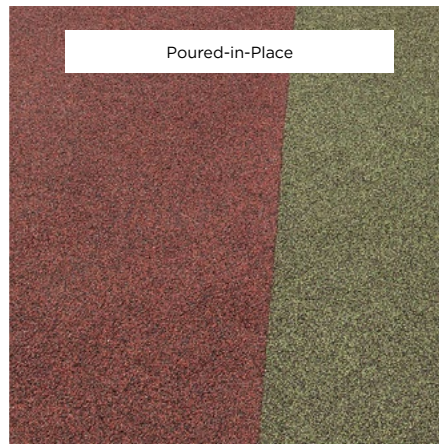
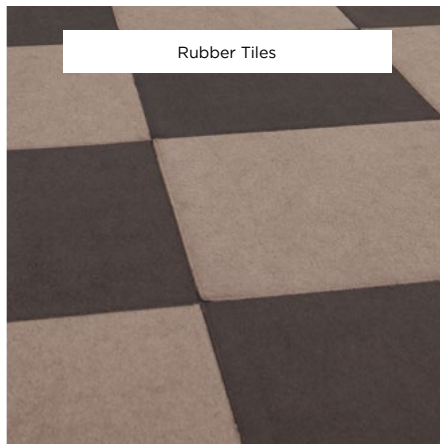
Making a Purchasing Decision

The generally lower initial cost of purchasing loose-fill surfacing materials should be weighed against

the predictable cost of maintaining it and topping it off regularly. Taking the maintenance costs into account, purchasing unitary materials may be more economical for your school or agency in the long term.

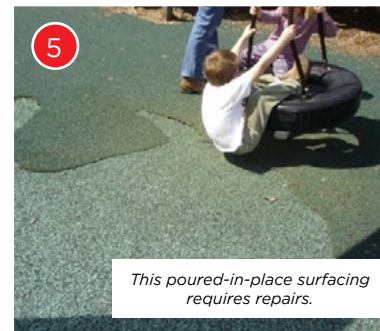
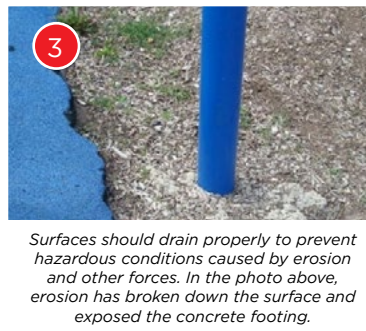
The greatest benefits of unitary materials are the ease of maintenance, predictable cushioning properties, and that the material stays in place. The disadvantages are the generally higher initial cost and the eventual loss of cushioning properties over time. Most unitary materials require a base of compressed stone or concrete/asphalt. The cost of this base should be considered in the overall cost analysis of the surface system. (See your manufacturer's warranty information for the predicted product life.)

Types of Unitary Surfacing Materials



Inspection of Protective Surfacing

This section of the sample Low Frequency Inspection form applies to specific types of surfacing. All categories may not apply depending upon the type of surfacing on your school or agency's playground.



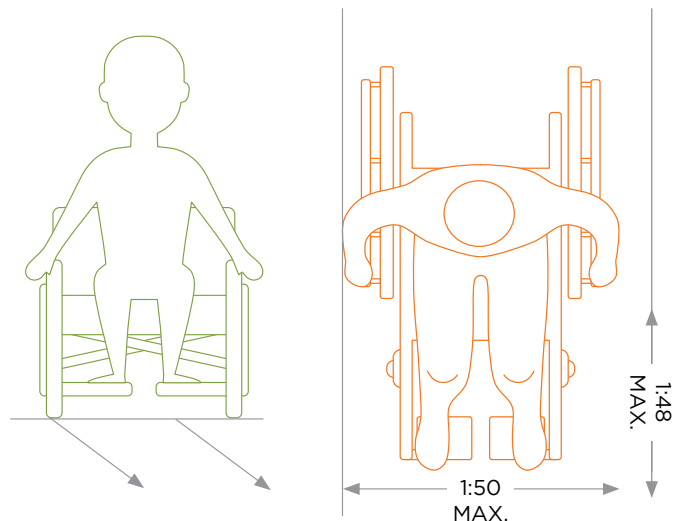
1. Check that loose-fill surfacing is level and the proper depth. Because loose-fill materials get kicked out and ruts develop in high impact areas, all loose-fill materials must be regularly raked level. Similarly, loose-fill materials must be replenished when the surface level drops below the minimum level required for the height of the equipment in the area. Sand and pea stone must be turned regularly to reduce compaction and the formation of hardpan.
2. Check that the use zones (areas with protective surfacing) are clear of obstacles and debris. Toys, site furnishings, and other objects should not be in the use zones. These items and other debris must be removed because they can block fall paths to the safety surfacing, endangering children. In Photo 2 the bench has been pulled into the use zone.
3. Check that the surfacing material drains well and is not holding water. Standing water can cause moss or mold growth, possible slip hazards, and erosion of the subsurface of unitary materials creating depressions and possible trip hazards.
4. Check that wear mats are properly secured in place and level. There should not be any hardware or concrete footing visible on or around the wear mat.
5. Check that unitary surfaces are intact, free from depressions, ruts, and worn areas. Look for general wear-and-tear of the unitary materials, paying special attention to high impact areas like swings and slide exits. Rubber surfacing can be tested to ensure it is still meeting impact attenuation standards.

Maintaining Accessibility of Surfacing

The Americans with Disabilities Act is a Federal law which requires that playgrounds installed after 1991 meet the recommendations of the Americans with Disabilities Act. Information regarding how to fully comply with the ADA may be found in the 2010 ADA Accessibility Design Standards. This document may be downloaded by going to: www.ada.gov/2010ADASTstandards_index.htm.



By ensuring proper surfacing precautions are taken, the play experience can be accessible, fun, and safer for all.



One of the largest deterrents to accessibility is the surface that a person using a mobility device must use to get from one location to another. If the surfacing or accessible route of travel is not maintained properly, access to the playground equipment may not be provided.

Unitary surfacing material, engineered wood fiber, and some engineered rubber fibers are considered to be accessible to persons using mobility devices. The manufacturers of these materials must be able to prove that their product meets the criteria found in the ASTM F1951-99 Standard. This standard tests whether or not a surface is considered accessible to a mobility device user.

In order for the above noted surfaces to be considered accessible they must be maintained. Accessible surfaces have to be essentially level with a cross slope of no more than 1:48 and a running slope that does not exceed 1:16 beveled.

All surfacing materials, especially loose materials settle over time. During low frequency inspections check areas where two surfaces come together such as a concrete sidewalk adjoining a unitary material. Make certain that the vertical change of elevation does not exceed 1/2 inch and that there is not a gap between the surfaces greater than 1/2 inch measured horizontally. Where loose surfaces are used, check to make certain that there is an appropriate transition from a unitary surface such as a sidewalk or rubber accessible route and the loose material. The solid surface should be beveled or ramped down into the loose material so that a drop off is not created when the loose fill material compresses or is kicked away.

Check the surface at the base of a transfer platform to make certain that the surface is essentially level and that the distance from the top of the protective surface to the top of the transfer platform is not less than eleven inches and is not more than 18 inches.

The sample inspection form provided on page 25 is designed as a low frequency report for an existing playground. It is not intended as an instrument for a playground audit. It is understood when using this inspection report that the play equipment, play surfaces, use zones, and accessibility were compliant at the time the play area was designed and installed. Should there be any questions regarding the above compliance matters, a full scale audit needs to be conducted by a Certified Playground Safety Inspector (CPSI), prior to using an inspection form.



Low Frequency Inspection (Quarterly/Semiannually)

Playground _____	Inspector _____		Date				
Page _____ of _____ (Hands On- Physical Check Inspector)		Equipment List					
GENERAL SAFETY							
1. Warning labels and age signage present and legible							
2. Equipment free of crush and shear hazards							
3. Equipment free of entanglement hazards, protrusions							
4. Equipment free of sharp points, edges							
5. Bolts ends less than two threads, rounded, smooth							
6. No change in openings causing head entrapment							
7. No insect, bird or animal infestation							
FINISHES & MATERIAL CONDITIONS							
1. Metal surfaces are free of rust and loose paint chips							
2. Surfaces are clean, free of graffiti and vandalism							
3. Wood is free of rot, splinters, warping, checking							
4. Free of bent, broken, missing parts, excessive wear							
5. Plastics components are free of cracks							
6. Welds are intact and crack free							
7. PVC coatings are not peeling and in good condition							
FASTENERS							
1. Hardware is present, tight and fully engaged							
2. Pipe caps are present on ends of tubing							
3. Fittings/bearings are functional, greased, squeak free							
4. Turnbuckles are engaged and properly adjusted							
5. Cables/ropes are anchored and not unraveled							
STRUCTURAL MEMBERS							
1. Footings/anchoring devices are secure and stable							
2. Structural members are sound and securely fastened							
3. Springs/rocking components in good repair							
GRIPPING & STEPPING COMPONENTS							
1. Hand gripping components secure and do not rotate							
2. Stepping surfaces are level, stable and clean							
3. Foot holds/rungs are tight and free of excessive wear							
SLIDES							
1. Slide bedway and rails are smooth and clear of debris							
2. Bedway at platform is free of entanglement hazard							
SWINGS & MOVING COMPONENTS							
1. Chains are not twisted and are free of excessive wear							
2. S - hooks are not worn and closed to within 0.04 inch							
3. Swing hangers & bushings are free of excessive wear							
4. Swing seats are smooth & in good condition							
5. Tire seats are lightweight, smooth & in good condition							
6. Tire swing assemblies greased and in good condition							
7. All moving components are in good condition, secure, & lubricated							
OTHER							
PROTECTIVE SURFACING				Comment on back			
1. Loose-fill surfacing is level and at proper depth							
2. Use zones are clear of obstacles and debris							
3. Surface drainage is functional with no standing water							
4. Wear mats are properly secured in place, level							
5. Unitary surfaces are intact, free of depressions & ruts							
6. Surfaces intended to be accessible are essentially level (1:48 cross slope, 1:16 running slope)							
7. Accessible surfaces are free of abrupt changes of elevation greater than ½ inch and do not have cracks or gaps greater than ½ inch horizontal.							
8. Transfer platforms have a height above the surfacing between 11 and 18 inches.							
Codes	N/A (Not Applicable)	√ (Okay)	M=Maintenance	R=Repair Required	O=Outstanding Issue	P=Parts Needed	X=Corrected

Reviewed By: _____ Date: _____

Note: This is a quarterly/semi-annual report and designed as a sample inspection report. Manufacturer's maintenance instructions for inspection schedules and replacement parts are to be referred to prior to any repairs. Maintenance schedules should be developed based upon actual or anticipated playground use" (CPSC). Retain all inspection reports to assist in developing comprehensive maintenance programs, inspection schedules, and for future budgeting and planning.

Codes

The following codes can be used to indicate the present condition of the equipment so that corrective action can be planned, tracked, and documented.

Code	Explanation
N/A (Not Applicable)	A “N/A” indicates that the component or information is non-existent or not provided, either because it does not apply to a particular component or because the answer is not available.
√ (Okay)	A check mark indicates that the component has been checked and that the conditions are satisfactory.
M (Maintenance)	An “M” indicates that the condition was corrected during the inspection. Examples would be tightening hardware or removing debris.
R (Repair)	An “R” indicates that repairs cannot be readily completed while the inspector is on site and follow up repairs will be necessary by a skilled staff member or outside vendor. If the condition could present a hazard to users, the equipment should be taken out of service until the situation can be corrected. When the repairs have been made, indicate so by marking an “X” for completed maintenance.
O (Outstanding)	<p>An “O” indicates that a serious hazard may be present requiring additional action or that the inspector wants or needs a second opinion. If the condition could present a hazard to users, the equipment should be taken out of service until the situation can be corrected. When the repairs have been made, indicate so by marking an “X” for completed maintenance.</p> <p>Examples:</p> <ul style="list-style-type: none"> • The inspector may not have the authority to order the removal of a piece of equipment. • The inspector may be unsure of the existence of a protrusion or entanglement hazard and needs to consult with a CPSI. • The structural integrity of a piece of playground equipment is in question and a structural engineer must be consulted.
P (Parts)	A “P” indicates that replacement parts are required and need to be ordered and installed. If the condition could present a hazard to users, the equipment should be taken out of service until the situation can be corrected. When the repairs have been made, indicate so by marking an “X” for completed maintenance.
X (Corrected)	An “X” indicates that all necessary work and actions have been taken to repair, replace, or remove an unacceptable condition. Make certain that the date of correction is written beside the “X.”

Comments:

HIGH FREQUENCY INSPECTION GUIDE

This inspection form guide details daily/weekly maintenance tasks that should be done within the play environment. Each section of the form is described in detail below. Refer to the previous section for additional inspection task details and information about playground surfacing.

Important Headings to Document

- The name, location, or proper means of identifying the playground
- The name and position of the person conducting the inspection
- The date and day of the week of the inspection

General Areas

- The play area should be cleaned of trash, broken glass, storm remnants (like tree limbs), and other items that may be hazardous. Trash cans should be emptied when necessary.
- Entry and perimeter walkways should be free from ice and trip hazards such as scattered gravel or sand.
- The general area should be checked for vandalism and changes made to the environment by its users. Examples include objects like site furnishings moved into the use zones and ropes or other items tied to the equipment.
- Visually check to see if the area is free from standing water and that drains are clear and working.
- Visually inspect above the play area for dead trees and branches. After a storm, look for broken limbs and damaged trees and electrical wires that may fall into the play area.




Clean up playground litter.

Be aware of dangers created by weather conditions and vandalism.




Protective Surfaces

- Clean away foreign materials, like rocks, that could affect the impact attenuation (cushioning) ability of the surface or be a hazard.
 - Loose-fill surfacing materials require regular/daily raking and leveling, particularly under and around swings and slide exits. The use of wear mats will minimize the need for raking under these components.
 - Raking can keep loose-fill materials level and prevent compaction.
-  *Mark upright support posts and borders/curbs to indicate the proper surfacing depth.*
- Unitary surfaces can deteriorate, crack, and separate. Check for any severe wearing and conditions that could create trip hazards.
 - If there are exposed concrete footings, level and/or top off the surfacing or close the area for use.
 - Loose borders/curbs can present a trip hazard and should be corrected.
 - Standing water can breed mold, mildew, and bacteria; speed up the deterioration of organic loose-fill materials; affect the impact attenuation of loose-fill materials; and freeze, reducing the protective characteristics of the surfacing.

Playground Equipment

- Check on and around the equipment for damage resulting from vandalism or normal use. Damaged, missing, and loose parts require immediate repair or replacement.
- Stability may be compromised by loose concrete footings, which can develop under moving equipment (swings, spring riders, whirls) or when the ground has become saturated. Bent or unstable equipment must be addressed immediately.
- Foreign objects such as toys, ropes, dog leashes, and sticks should be removed from the playground equipment. Ropes tied onto equipment need to be cut off immediately because they can become strangulation hazards.
- Because moving parts are subject to heavy use, the integrity of the component, all its parts, and the anchor or attachment point should be checked frequently and should be greased or lubricated during inspection.
- Glass, drug paraphernalia, and other dangerous materials should be removed.

 *Check inside tunnels and tube slides as well as between the sections of slides to make certain there are no hidden dangerous materials.*



Other

In this section of the inspection form, add any other condition not already listed that should be noted.

Codes

See the reverse side of each inspection form for an explanation of the codes to use when completing the inspection.

Inspection Comments

Specifically detail any items requiring action by personnel and note the date of repair. Utilize the back of the inspection report for further descriptions and/or drawings.

Review

This report is to be reviewed, approved, dated, and retained by the owner or their representative, demonstrating his or her awareness of the conditions noted in the report.



High Frequency Inspection (Quarterly/Semiannually)

Playground	Inspector	Week of
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Walk-through Visual Check & Routine and Cleaning Tasks	Mon	Tue	Wed	Thur	Fri	Sat	Sun
GENERAL AREA							
Area is free from all trash, broken glass, weeds, and storm remnants							
All walkways are free from ice and trip hazards							
No hazards have been created by vandalism or user modification							
Drains are working properly							
There are no overhead hazards that could fall on users							
PROTECTIVE SURFACES							
Surfaces are free from all debris and foreign material							
Loose-fill surfaces are level, particularly under swings & slide exits							
Loose-fill surfaces are raked to proper depths and properly compacted							
All unitary surfaces are intact and free from trip hazards							
There are no exposed footings or loose borders/curbs							
Surface drainage is functional with no standing water							
Protective surfaces are not frozen							
PLAYGROUND EQUIPMENT							
There are no damaged, loose, vandalized, or missing parts							
Equipment is not bent and is stable							
There are no user modifications, like ropes tied to parts							
All moving parts, like swing seats and chains, are in good repair							
OTHER							

Codes	N/A (Not Applicable)	√ (Okay)	M=Maintenance	R=Repair Required	O=Outstanding Issue	P=Parts Needed	X=Corrected
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Inspection Comments	Details (use back of form for additional comments) <input type="checkbox"/> See Attached	Repair Date
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Reviewed By: _____ Date: _____

Note: This is a high frequency report and designed as a visual assessment of the play area, play equipment, and play surfacing. Frequently used playgrounds may require a more detailed report by a staff member experienced in repair and playground inspection. Always consult manufacturer's maintenance instructions for inspection schedules and replacement parts. "Maintenance schedules should be developed based upon actual or anticipated playground use" (CPSC). Retain all inspection reports to assist in developing comprehensive maintenance programs, inspection schedules, and for future budgeting and planning.

Codes

The following codes can be used to indicate the present condition of the equipment so that corrective action can be planned, tracked, and documented.

Code	Explanation
N/A (Not Applicable)	A “N/A” indicates that the component or information is non-existent or not provided, either because it does not apply to a particular component or because the answer is not available.
√ (Okay)	A check mark indicates that the component has been checked and that the conditions are satisfactory.
M (Maintenance)	An “M” indicates that the condition was corrected during the inspection. Examples would be tightening hardware or removing debris.
R (Repair)	An “R” indicates that repairs cannot be readily completed while the inspector is on site and follow up repairs will be necessary by a skilled staff member or outside vendor. If the condition could present a hazard to users, the equipment should be taken out of service until the situation can be corrected. When the repairs have been made, indicate so by marking an “X” for completed maintenance.
O (Outstanding)	<p>An “O” indicates that a serious hazard may be present requiring additional action or that the inspector wants or needs a second opinion. If the condition could present a hazard to users, the equipment should be taken out of service until the situation can be corrected. When the repairs have been made, indicate so by marking an “X” for completed maintenance.</p> <p>Examples:</p> <ul style="list-style-type: none"> • The inspector may not have the authority to order the removal of a piece of equipment. • The inspector may be unsure of the existence of a protrusion or entanglement hazard and needs to consult with a CPSI. • The structural integrity of a piece of playground equipment is in question and a structural engineer must be consulted.
P (Parts)	A “P” indicates that replacement parts are required and need to be ordered and installed. If the condition could present a hazard to users, the equipment should be taken out of service until the situation can be corrected. When the repairs have been made, indicate so by marking an “X” for completed maintenance.
X (Corrected)	An “X” indicates that all necessary work and actions have been taken to repair, replace, or remove an unacceptable condition. Make certain that the date of correction is written beside the “X.”

Comments:

Performing Required Maintenance

Construction fencing may be used temporarily to close the play area for repairs. Caution tape should only be used for a very short time and while maintenance staff is onsite.



Due to the wide variety of playground equipment, and materials used to construct the equipment, there are many types of repairs that may need to be done to keep playground equipment and surfacing compliant and functional. You may choose to handle some of the more common repairs, like tightening or replacing hardware, repainting structures, or topping off loose fill surfacing to compliant depths. Other repairs, including part replacement, entrapments, or repairing unitary surfaces require specialized knowledge and experience and are best left to a professional crew to ensure your playground meets all applicable standards before being put back into service.

To understand the best way to handle a repair, start with the company you purchased the playground from. Many have local representatives that can even come to your site and evaluate the best way to handle a repair. If you don't remember the name of the company or the local sales representative/agency, check your paperwork for this information, or look on the equipment for a sticker that should list the name of the manufacturer, and often their phone number. The sticker is usually located on an

upright (the vertical poles that attach the structure to the ground.) The manufacturer name might also be found molded into plastic parts, or stamped onto post caps or collars. The manufacturer will be able to send the correct part, as well as refer you to a professional if the repair requires a trained specialist.

There will be times when it is necessary to take a piece of equipment or a component out of service either temporarily while a repair is being made or longer term when replacement parts are on order. It is important that care is taken to protect the site while keeping children from coming into contact with the hazard that has been identified. How this is done can impact the safety of the playground.

When making a repair such as replacing an "S" hook or swing seat or performing routine maintenance where the person making the repair is on site, it is acceptable to rope off the area using caution tape or plastic construction fencing. A sign stating that the equipment is temporarily closed for repair should be placed next to the equipment or on the plastic fencing. Caution tape is only acceptable for a very short time while the maintenance staff is performing the repair. Plastic construction fencing in conjunction with a sign

Performing Required Maintenance

may be used for longer periods of time but should still be considered to be a temporary solution.

Keeping an inventory of items that are commonly replaced such as “S” Hooks, swing chains, swing hangers and swing seats allow maintenance to be performed without having to take the equipment out of service for any length of time.

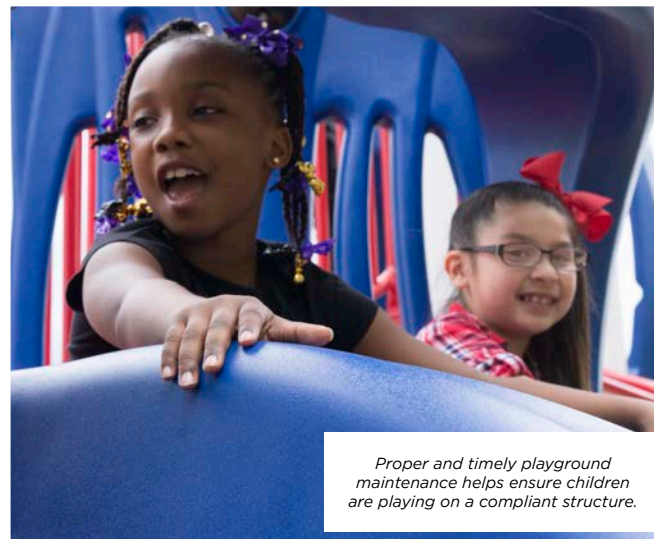
When it will take days or weeks to make the repair a more permanent solution should be considered. If a component or section of equipment is damaged it may be necessary to keep children from using that piece of equipment while a replacement part is being ordered. If the equipment is freestanding, meaning it is not part of a composite unit, consider installing portable fencing around the entire piece of equipment with a sign that states that this equipment is closed for repair.

If the play component is part of a composite structure and children could still play on the rest of the equipment without being in danger, the damaged component could be taken out of service instead of the entire composite structure. When doing this it is important to avoid creating a greater hazard. Consider removing the damaged component and blocking off the entrance to the component from the platform it attaches to.

A piece of plywood wide enough to block off the entire opening and at least 38 inches high could be attached to the structure. The plywood should be attached to the structure so that children are not able to remove it and in such a manner that sharp edges, protrusions, entrapment and entanglement hazards are not created. Many agencies order extra protective barriers from their playground equipment suppliers so that when a component is damaged they can remove the component and put a protective barrier in the opening until a replacement component can be ordered and installed.

Often, depending on the design of the damaged component, there are metal pipes that are used to support the play components that are embedded into the ground. It may not be desirable to remove these support pipes, especially if they will be reused when the replacement part is received. Care should be taken to properly protect children from any hazards that might be associated with the remaining product.

Never leave what was intended to be a temporary solution in place for an extended period of time. If there is no money for replacement parts, a more permanent solution should be considered or the product should be removed completely.



Nature Play Areas

Providing natural play areas for children is gaining in popularity. Childcare centers, schools, and parks are recognizing the need for children to interact with the natural world. A comprehensive program of playground safety will also include inspection and management of natural play areas.



Children playing together in a naturalized outdoor learning environment.

For the purposes of this workbook, “Nature Play” is an environment that allows children to engage in unstructured play with natural materials in a natural setting. There are two distinct types of natural settings: undeveloped areas and man-made areas.

Undeveloped Natural Environment

These are specific environments where nature is simply there for the child to discover and explore. These areas might be a meadow, waterway, and woods that are designated for natural play. It might be a section of the woods off of a trail that is set aside for children to interact with.

Good safety management practices would suggest that even though these areas are undeveloped you are inviting the children to play in this environment and therefore care must be taken to ensure that no hazards are present beyond those that are part of a natural environment. A trained inspector should check these areas looking for hazardous conditions such as, but not limited to broken branches, leaning fallen trees, rotting or decomposed trees, poison plants, or evidence of vandalism that has created a hazard. Routine maintenance should be performed to remove trash and debris and take care of any issues that might surface. It is also recommended that playground surfacing guidelines are followed, as falls from natural materials also may occur.



A secondary pathway encourages exploration with the natural environment as well as the manufactured play structure.

Man-Made Nature Play

A man-made nature play area is one where the owner has taken natural elements such as boulders and tree sections and placed them in an area with the intention that children interact with the materials in an unstructured manner. Many of these areas are rich in diverse plant materials, loose parts and may include natural or man-made water areas. In this category, there is quite a range of complexity of design. Often the intent of these areas is to allow children the freedom to explore the natural materials and to provide an element of risk taking that is appropriate for the age of the child. Careful consideration of safety concerns should be given to these developed areas.

The area should be evaluated giving consideration to how the children will be using the natural materials. Take a common sense approach using professional judgment. If the intent of the element is for children to climb, protective surfacing materials should be provided in an area where a child might be expected to fall. Precautions should be taken to make certain that large rocks and logs are anchored securely, are stable and not in danger of coming apart or moving. When combining or constructing natural materials,

make certain to eliminate head entrapments in completely bound openings and protrusion hazards. The playground standards do not officially have to be applied in a strict sense but do give them consideration to promote a safer environment. Before creating your inspection and maintenance protocol, have conversations with your agency safety management staff to make certain that you have provided a means to fulfill your agency's safety and risk obligations.

When natural play elements are combined with traditional play equipment such as using boulders to access a platform or attaching a net climber to a log or a rock formation, the configuration should be treated as if it is playground equipment and must meet the criteria of the ASTM F1487 Standards, and protective surfacing must be provided.

Mankind has been playing in nature since the beginning of time. Only in recent years has our society felt the need to define and organize what until now was considered to be so natural. Nature play is ever changing with the dawn of a new day and each change of season. Inspection and management protocols need to be just as flexible.

Resources

Glossary

CPSI - Certified Playground Safety Inspector is a person who is certified by the National Recreation and Park Association to perform playground safety inspections.

Crush and shear points - These junctures can cause laceration, abrasion, amputation or fracture during use. They are defined as any point that can entrap a 5/8 inch diameter rod when one portion of the moving component closes down upon another component.

Entanglement - This condition occurs when a person's clothing or items worn around the person's neck become caught or entwined on play equipment. Entanglement can result in strangulation, loss of a body part, or emotional injury.

Entrapment, head - Any condition which impedes withdrawal of the head when the body has penetrated an opening. Head entrapment can result in strangulation.

Guardrail - The device around a platform or elevated surface that helps protect a child from an inadvertent fall.

Impact attenuating surfacing- Material(s) to be used within the use zone of any playground equipment. Protective surfacing shall meet the minimum impact attenuation requirements of ASTM specification F1292.

Partially bounded opening - Any opening in a piece of play equipment that is not totally enclosed by boundaries on all sides so that the perimeter of the opening is discontinuous.

Projection - A component which, due to its physical nature, must be tested to determine whether or not the projection would be considered to be a protrusion or entanglement hazard. Such a component would fit inside one of the three projection gauges.

Protective barrier - An enclosing device around an elevated surface that prevents both inadvertent and deliberate attempts to pass through the device.

Protrusion - A projection which, when tested in accordance with the requirements herein would be found to be a hazard having the potential to cause bodily injury to a user who impacts it.

Sharp edge/point - An edge or point that could lacerate the skin.

Trip hazard - An abrupt change in elevation that is not clear and obvious to the user.

Use zone - The area beneath and around equipment where a child might be expected to land if they were to fall from the equipment. This area must be covered with an impact attenuating surfacing material.

Organizations

NRPA - National Recreation and Park Association (www.nrpa.org/playgroundsafety; 800-626-6772)

NRPA is dedicated to educating professionals and the public on the essential nature of parks and recreation.

IPEMA - International Play Equipment Manufacturers Association (www.ipema.com; 888-944-7362)

IPEMA is a non-profit, membership, trade association that represents and promotes an open market for manufacturers of playground equipment and surfacing.

NPPS - National Program for Playground Safety (www.uni.edu/playground; 800-554-7529)

NPPS is the premier non-profit organization in the United States delivering training and services about outdoor play and safety.

ASTM - ASTM International (www.astm.org; 610-832-9500)

ASTM, formerly the American Society for Testing and Materials, is an independent and renowned developer of technical standards utilized in testing a multitude of products, including playground equipment and related products.

CPSC - Consumer Product Safety Commission (www.cpsc.gov; 800-638-2772)

The CPSC regulates many products, including playground equipment and related products, to help ensure consumers/users safety.

Access Board - U.S. Architectural and Transportation Barriers Compliance Board (www.access-board.gov; 800-872-2253)

The Access Board has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990.

Playground Inspection & Maintenance Guide

For more information on building
communities through play & recreation:

playandpark.com | (800) 727-1907

Playground Supervision Guide



About the Authors

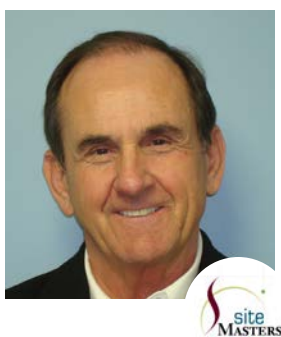


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Teri brings extensive knowledge of the standards and guidelines that apply to the playground industry as she has actively worked with the ASTM subcommittees since 1987 to develop industry standards. Teri is on the Voice of Play Advisory Board to IPEMA and an executive board member and instructor for the curriculum committee for the National Playground Safety Institute. She is a nationally recognized author, speaker, and expert in the area of playground safety and design.

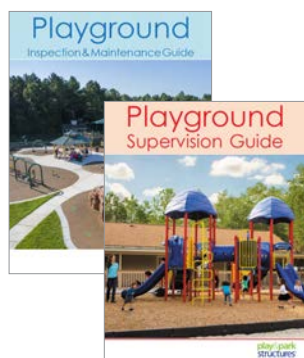


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Site Masters, Inc.

Dan has over three decades of experience in the recreation industry working with early childhood centers, government, municipalities, and schools. Having previously owned and operated a sales and construction company, Dan possesses extensive knowledge and experience in managing the construction and design of playground facilities as well as the manufacturing and fabrication of playground equipment and site furnishings. Dan has experience in facilitating the design and construction of playgrounds to meet the developmental needs of the children and users of the play spaces. His background in education and teaching has enabled him to develop programming to meet the goals of owners, designers, and builders of play facilities. Dan has facilitated many local landmark projects: Highfield Gardens, Evendale Recreation Center Playground, Juilfs Park, Bicentennial Commons Playground Addition, Ziegler Park, Crescent Park Playground.

Dan has a Masters in Education, holds a US patent, is a Certified Playground Safety Inspector, and after 30 years in the playground industry, has joined Site Masters Inc. as a partner in the firm.



This Guide is a part of the Safety Resource Series and is provided as a public service by Play & Park Structures. The Safety Resource Series is made up of the Playground Inspection and Maintenance Guide and the Playground Supervision Guide. For more information about the Series or to request digital copies of the Guides, visit playandpark.com/playground-supervision-guide

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Disclaimer

The purpose of this overview resource is to raise awareness about some considerations for a routine playground supervision program; it is not to be considered as an all inclusive guide. Please refer to the manufacturer specifications and warnings, which are supplied with the playground equipment, and continue with normal inspections. Please do not construe our failure to either itemize any particular maintenance activity or list any particular condition as a statement that these activities are unneeded or that these conditions do not require attention. PlayCore and its divisions volunteer these comments in the interest of safety while advising of the restricted context in which they are given.

Playground Supervision Guide

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Introduction

The importance of a qualified and caring playground supervisor frequently goes unnoticed by everyone except children. Supervisors need to be a compassionate adult, often lending a friendly ear, as well as an administrator, enforcing the rules. The primary job of a playground supervisor is to be concerned about the safety and welfare of the children that are in your care. How you choose to do your job may impact not only their safety but the value of their play. Through play, children grow and develop valuable skills that will carry them into the adult world. The work of a playground supervisor is to enhance play opportunities and restrict behaviors that prevent children from productive, safer play experiences. Supervisors should familiarize themselves with their school or agency's playground-related policies, be trained in first aid, and participate in ongoing learning about best practices for playground supervision.

Learning Outcomes

- Summarize the role and responsibilities of a playground supervisor.
- List three environmental and three behavior-related hazards that may present on the playground.
- Outline five strategies for active supervision efforts.



Playground supervisors have an important role in helping to protect children's safety and enhance play opportunities.

The Value of Play

In order to enhance the value of play, you must know how to positively support play in safer and more meaningful ways. Play has innate value for all children. As a playground supervisor, how you approach the supervision of the playground may impact children's physical safety and the opportunities they may have to develop physically, cognitively, communicatively, emotionally, and socially. With diabetes, obesity, and social issues reaching epidemic proportions, playground supervisors can have a significant role in facilitating healthy, active outdoor play and learning.

All of the small play events that take place during "play time" are the stepping stones that enrich a child's life and pave the pathway to a purposeful adulthood.

Determining the roles and responsibilities of staff while children are on the playground is essential to ensuring that opportunities are provided for play along a developmentally appropriate continuum of learning in a safer environment. While some staff may serve as supervisors, others may serve as play facilitators to engage more directly with children through guided discovery or perhaps by organizing group games or learning activities. It is important

to provide opportunities for children to experience various types of play through child-initiated exploration during free play and more guided learning and directed play in which children develop important social rules while interacting with others on the playground. Facilitators may provide redirection, encourage social engagement, or provide materials or equipment for children to interact with. Providing opportunities for various types of play can offer a well-rounded environment that promotes hands-on learning and encourages the construction of ideas and knowledge, while still providing opportunities for choice, social and pretend play, and problem solving.



Children have a sense of pride and accomplishment when they are successful at developmentally appropriate risk taking.

Play Helps Children

- Learn about the world around them
- Develop physical skills
- Strengthen their bodies
- Mature socially and emotionally
- Learn cooperation and teamwork
- Expend energy and improve focus (Studies have shown that free play helps children to increase brain activity and be better prepared to learn inside the classroom.)
- Enjoy multisensory experiences
- Demonstrate creativity and imagination
- Develop cognitive skills such as cause and effect and problem solving
- Learn leadership skills

Why is Playground Supervision Important?

Studies have shown that working as a group to learn about playground supervision creates strong, active supervision, which in turn can reduce the number of playground injuries (National Program for Playground Safety). However, we cannot assume that everyone knows how to properly supervise children on a playground. Improper or lack of supervision knowledge can negatively impact not only children's safety but also their play experiences. A well-prepared play supervisor should know how to promote healthy, active, challenging play without compromising safety.

Most playground injuries are minor bumps, bruises, cuts, and scratches; unfortunately, sometimes playground injuries can be more serious. However, by providing information and education about proper playground supervision, we may reduce the severity and number of injuries that occur on the playground while also increasing play value.

The play environment and the needs of the children can change quickly; in order to remain up-to-date, communicate continuously with your school or agency's administration. Playground supervisors can play a vital role in ensuring that playground needs are addressed proactively. A means of communicating

changes to procedures should be established to make certain that all involved in playground supervision receive the same information.

It is a good idea to include staff members in the playground supervision discussion even if they are not directly responsible for playground duties. They may be needed to step into the playground supervision role during a supervisor's absence or in an emergency, or they may wish to volunteer for this position in the future. Also, providing playground supervision information to a broader group can help promote the value of play throughout the school or agency.



- 200,000 children visit the emergency room each year due to injuries sustained on the playground (Consumer Product Safety Commission, 2006)
- 80% of elementary school injuries every school year happen on the playground (Thompson & Bruya, 1995)
- 84% of all playground accidents could be avoided through two activities: adult supervision and proper playground maintenance (National Recreation and Park Association)

How and Why Children are Injured on Playgrounds


A playground supervisor can make the playground safer simply by having an understanding of how and why children are injured on playgrounds. Children are injured on playgrounds for various reasons. In no way does this program guide include a comprehensive listing of possible hazards or injuries, but it does outline some of the potential hazards. Through observation, experience, and discussion with other playground supervisors, you will begin to recognize play patterns that could lead to injury.

Statistics show that the greatest number of playground injuries in a school setting occur during the first few months of the new school year. The age range most frequently injured during this time are preschool and kindergarten children. This is most likely a result of not being familiar with the equipment and not having the skills necessary to play on the equipment. At the beginning of a new school year teachers and/or playground supervisors should take classes out to the playground with the goal of familiarizing the children with the equipment and to see their capabilities before they are thrown into the mix of multiple classrooms playing at once.




On the playground, pay close attention to the following:

Children getting on and off of play equipment

 *Children are more likely to experience challenges as they begin and end an activity.*


Young children, who may not have fully developed motor skills

- Children should not be allowed to lift another child onto overhead climbers.
- Young children may be more susceptible to falls because they are still developing spatial awareness skills.

 *Supervise younger children closely when they attempt to use upper body equipment like overhead ladders (monkey bars) where the child is supporting their full body weight with their hands.*


Children displaying lack of caution

- Nearly 1/3 of playground injuries are self inflicted.
- Teach children to be cautious as they move through the play environment.

 *Discourage running on and around the playground equipment.*


Overcrowding on play activities, such as slide entrances

- Be aware of overcrowding especially in the first few minutes of recess as children often rush to their favorite activities.

 *If a component is frequently overcrowded due to its popularity, consider developing guidelines that ensure that all children have a chance to use the equipment.*





Items brought into the play environment that could become strangulation hazards

- Openings in playground equipment are not designed to accommodate children wearing sports helmets and could entrap a child's head.
 - Items worn around the neck, such as mittens, scarves, dog leashes, long necklaces, and canteens, should not be worn.
 - Strings attached to children's clothing pose hazards.
-  *Require children to remove helmets (unless worn for medical reasons in a supervised environment) and other strangulation hazards before using equipment.*


Children interacting with playmates

- Over half of playground injuries are caused by children's interaction with others.

 *By knowing the temperaments of the children in your care, learn to be proactive and intervene if necessary. It is important to provide children with opportunities to develop valuable interpersonal and conflict resolution skills.*

 *Ask the children to help you develop rules that will promote safety and fun on the playground.*

Falls


- Falls are the number one cause of playground injury.
-  *Approved safety surfacing should be maintained under and around the playground equipment to help protect from falls.*

Falls and Safety Surfacing

Children often learn through their experiences, even when the experience means they fall down. The leading cause of playground injuries is falls, including falls from the equipment onto the ground and falls from one piece of equipment onto another piece of equipment. Work with other supervisors and your agency to develop policies that limit risky behaviors and promote safer play. With good supervision, developmentally appropriate equipment, and proper safety surfacing, children can develop new skills and engage in developmentally appropriate risk taking in safer ways.

The surface under and around the playground equipment should be a material that is capable of absorbing some of the impact from a child's falling body. Hard surfaces such as grass, packed earth, concrete, and asphalt are not considered to be protective surfaces. Playground supervisors

should know enough about protective surfacing to know when to alert someone that the surfaces need attention.

 *If you suspect the surfacing is unsafe, do not allow children to use the playground equipment.*

Unacceptable Playground Surfacing

- Grass
- Concrete / Asphalt
- Packed earth
- Other hard surfaces



Grass and packed earth are unacceptable playground surfaces.

Acceptable Playground Surfacing

- Sand, gravel, shredded rubber
- Wood chips, shredded bark mulch, engineered wood fiber
- Unitary materials certified for playground use such as poured-in-place rubber, rubber tiles, and bonded rubber



Rubber tiles are a good choice for unitary playground surfacing.

The Consumer Product Safety Commission (CPSC) classifies surfacing materials into two categories: loose-fill and unitary. Loose-fill surfaces include sand, gravel, wood chips, shredded bark mulch, shredded recycled tires, and engineered wood fiber. Engineered wood fiber is a wood product that is made exclusively for use under playground equipment.

Inches	Loose-fill Material	Protects to Fall Height (feet)
9	Shredded/recycled rubber	10
9	Sand	4
9	Pea gravel	5
9	Wood Mulch (non-CCA)	7
9	Wood chips	10

Loose-fill materials should be maintained at a depth that will help protect from a fall. This chart indicates minimum compressed loose-fill surfacing depths as recommended by the CPSC.

Introduction

The CPSC's Handbook for Public Playground Safety recommends that there be 12 inches of appropriate loose-fill material under playground equipment. Under no circumstances should loose-fill material be less than nine inches. For more information, please refer to Table 2 entitled, "Minimum compressed loose-fill surfacing depths." Loose-fill materials tend to compact and get kicked out in high traffic areas, such as under swings and at the base of slides. To maintain loose-fill material at an acceptable depth, it should be raked and leveled periodically. As a playground supervisor, it is important to notify the owner or their representative when loose-fill surfacing material needs to be raked back into place and/or replenished.

Unitary surfacing materials include rubber tiles, solid rubber surfaces like poured-in-place rubber, bonded rubber, and synthetic turf. A playground supervisor should check that the unitary materials

are in good condition with no holes, tears, or damage. If the surfacing is damaged in an area, that area should be taken out of service until it is repaired.

CPSC Documentation of Surfacing: *Materials used as protective surfacing under playground equipment must meet impact attenuation criteria. The CPSC has outlined the performance criteria that various types of surfaces must meet. Manufacturers of unitary materials, shredded rubber, recycled tires and engineered wood fiber are expected to supply all compliance and test reports for their surfaces. In the event that local landscape materials are used you may consult with the Consumer Product Safety Commission's Handbook for Public Playground Safety for information regarding the type and depth of common surfaces. For more information, visit www.cpsc.gov, publication #325.*



The exposed footer on this equipment is a hazard and should be covered with surfacing.



Geotextile fabric should never be exposed and is a sure sign that surfacing levels are inadequate.



Playground manufacturers supply marks or stickers on uprights to indicate adequate surfacing levels.



Loose-fill materials get kicked away and must be raked level.



Wear Mats under swings can help keep loose-fill materials in place and protect unitary surfaces from wear.




Unitary surfacing materials like rubber tiles are a good option for playground surfacing.

Active Supervision Can Reduce Injuries

An active playground supervisor constantly moves throughout the play environment. There are two types of movement that playground supervisors should use. The first involves **physically moving** through the play environment. The second type of movement is **visual scanning**. Visual scanning is moving with your eyes, always looking from one side to another, not spending much time focusing on one area of the playground. Remember this mantra: **“Move with the body. Scan with the eyes.”**

A playground supervisor must observe, not just see. By carefully observing children’s behavior, you will begin to anticipate what they are about to do. Often a supervisor can stop a situation from getting out of hand by simply moving physically closer to the children involved or by looking directly at them. Asking a child to walk with you for a few minutes removes him or her from the immediate situation and can give him or her an opportunity to redirect their behavior.

Active supervision does not mean playing games with the children. If a supervisor is acting as referee or shooting hoops with the kids, he or she is not actively watching the rest of the children. When making supervision choices, consider the needs of each child and the needs of the group.

 *In environments with a large number of staff, some should serve as supervisors while others serve as facilitators, engaging children in guided or more directive play to promote creativity, socialization, and learning.*

Active playground supervision also means having an understanding of children’s physical skills. Position supervisors near challenging play components to provide encouragement and additional supervision. For example, young children may need additional supervision when using upper body equipment such as horizontal ladders. Close proximity to the equipment also enables the supervisor to discourage its improper use. (Example: Children grabbing the legs of a child above them, children trying to hurry a child that is having difficulty, etc.)



When engaging individuals or small groups of children, ensure that sufficient supervision is provided to the rest of the playground.

Simple ways to make your supervision efforts more effective:

- Move with the body, scan with the eyes.
- Observe children’s behavior to anticipate dangerous situations.
- Avoid distractions.
- Position supervisors near challenging components.

Understand the Play Environment

A playground supervisor must be familiar with the play environment as well as the playground equipment. The play environment includes play equipment, natural landscaping, ball fields, and any other areas that children may use for play while under your supervision. As part of developing a supervision program, go out on the playground and closely examine all of the equipment and relevant play areas. Considering the environment and the types of activities that will occur there will help you become familiar with areas that require greater supervision or help you anticipate potential challenges.



Map out the play area to establish a collective understanding of the following things:


- Activities that are allowed in each area
- How children will move from the building into the play area
- What areas are off limits to all children or to a particular age group
- What sight line concerns may exist
- How the staff can most effectively supervise the play environment
- Other site specific factors like nearby streets


Map Out the Playground

When evaluating the play environment, draw the playground on paper.


Include the following areas in your drawing:

- Activity areas: grassy areas, paved game areas, athletic fields, and playground equipment areas. When mapping activity areas, you might anticipate overcrowding. On a paved game area, for example, children playing hopscotch or jumping rope might interfere with a basketball game.

 *By designing areas for each activity, overcrowding and conflicts can be avoided.*

 *Ball play and chase games should be kept away from the playground equipment area.*

- Main points of access into and out of the building and grounds
- Streets, fences, and any hazards that may be attractive to the children, such as retention ponds, streams, dumpsters, culvert pipes, or drainage ditches
- Areas appropriate for use only by certain age groups. Playgrounds are typically intended for use by ages 2-5, 5-12, or 2-12.

 *Look for labels and signs on and around the play equipment specifying the appropriate age group.*


- Equipment that might require a greater level of supervision

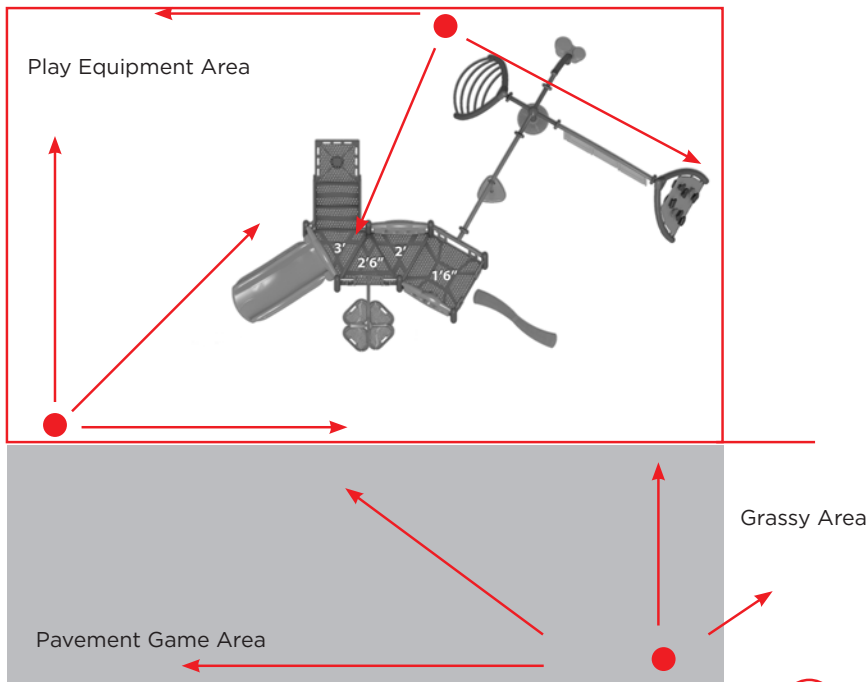
Establish Sight Lines

A play environment map is an essential tool for designing a supervision plan. In this section, you will learn how to use the playground map to recognize sight lines and determine the number and placement of supervisors. Sight lines are imaginary lines that describe the areas a supervisor can clearly see when positioned on the playground.

When defining sight lines, discuss any areas of the play environment that are difficult to see into, through, and/or around. Look at the playground equipment configurations and note any areas where the view is obscured. Also, identify components such as crawl tubes or tube slides that are not as visually open. Many horizontal crawl tubes longer than four feet have openings in them to allow for supervision. Buildings and landscaping can also create visual inaccessibility.

Determine how supervisors can move through the play environment to provide a greater level of supervision in all areas. Remember that the playground supervisor is constantly moving, not standing in just one spot. By organizing the play areas with a diagram and detailing visual sight lines, you will be able to determine the number of supervisors necessary to provide supervision for each area. Ideally, the ratio of playground supervisors is the same as the classroom teacher-to-student ratio.

 *Any areas that cannot be supervised due to their lack of visual access should be off limits to children.*



Group Activity #1

1. Playground supervisors should go outside to become familiar with the playground equipment and draw a map of the play environment. Note the following areas on your map.
2. All activity areas
3. Main points of interest
4. Evaluate the playground environment, establishing the following guidelines:
5. Where your sight lines should be
6. The number of supervisors
7. Where each supervisor should move and focus his or her attention

Identify on your playground map where each supervisor must be stationed and what direction they will focus their attention. The illustration has a question mark in the lower right where the grassy area extends around the side of the building. Without adding a fourth supervisor it would not be possible to supervise children on that side of the building so the supervisors will have to determine how to address this issue.

Know the Children's Abilities

It is imperative that a playground supervisor understand the abilities of the children that he or she will be responsible for supervising. Infants, toddlers, and preschool children as well as children with disabilities may require a greater level of support than school-age children. The physical, cognitive, communicative, sensory, and social/emotional abilities of children on the playground may vary, and playground supervisors should be familiar with the skills and needs of the children in order to best support their development. (Playgrounds are typically intended for ages 2-5, 5-12, or 2-12.)

Very young children can often climb up before they have developed the ability to back down a climber. They are still developing their understanding of cause and effect, depth perception, and their sense of balance, and they may be unsteady on their feet when attempting new challenges. When supervising young children, be aware of the challenges they may face and be available to facilitate their development in appropriate ways while allowing for them to develop independence.

Children with disabilities may have needs that impact their ability to fully independently access equipment on the playground. Assistance should be provided as needed while still encouraging the child to be as independent as possible. Some children may need additional support to help them actively participate and engage in play. Playground supervisors should be aware of any medical needs that might impact a child's safety on the playground and guide them in choosing activities that would be most appropriate. (Example: sensitivity to sun exposure or temperature, heart conditions triggered by exertion, etc.) Supervisors should be informed about the needs of the children they are supervising so they can encourage and promote inclusive play and fun for everyone. Confidential information should be shared only with members of the child's support team.

When supporting older children, ensure that they are playing on age-appropriate equipment and are using the equipment correctly. Older children that become bored with equipment that does not provide developmentally appropriate risk and challenge may attempt inappropriate uses of the equipment.



Children with disabilities may need additional support and/or specialized equipment on the playground to promote active play.

Group Activity #2

Playground supervisors should go outside to become familiar with the playground equipment using the map they drew in Group Activity #1. Note the following areas on your map.

- Explore abilities that might influence how and/or whether particular age groups should use varying play components. Note components or areas that are “off limits” to certain age groups.
- Discuss ways to promote inclusion and promote active engagement among children with and without disabilities. Often, children can participate in the same activities even if they participate in a different way.
- Identify equitable play activities for children of all abilities.

Understand the Play Environment



This vandalized bubble panel has been damaged and should be replaced.



In addition to having unacceptable surfacing under it, this metal slide may become superheated on excessively hot days.

Identify Facility-Related Hazards

Children can be injured on playgrounds as a result of interaction with the facility or with each other. Facility-related hazards are hazards within the play environment. During active playground supervision, it is important for the supervisor to identify such hazards and take steps to remedy them.

In addition to the regular maintenance staff inspections of the playground, pre-play site inspections should take place before each use of the playground. Changes are constantly occurring to the playground as a result of climate, use, and/or vandalism. The pre-play inspection only takes a few minutes of time but is vital to improving the safety of the play environment.

During a pre-play inspection, the supervisor is looking for anything that seems out of order or abnormal. If a condition is found that may present a hazard and it cannot be corrected immediately, the playground or a portion of it may need to be closed temporarily. Clearly communicate any playground closures to all staff and children. Playground supervisors should work with the owner or their representative to determine the best method of closing the playground. The organization may benefit from developing a formal work order process or a simple maintenance request form to remedy any facility-related hazards.

Conditions to Look for During a Pre-play Site Inspection

Due to the variation of sites and equipment, this list should not be considered to be all inclusive. Each facility should evaluate its unique needs when creating the pre-play site inspection criteria. Request the Playground Inspection and Maintenance Guide to understand the importance of playground maintenance and learn how to plan guidelines for maintenance procedures. The guide can be found at playcore.com/maintenance.

1. Environmental Hazards


Weather


- Is there any impact from rain, snow, wind or excessive heat?
- Does the surfacing and equipment show good drainage (no puddles)?
- Are the surfacing and equipment free from ice?
- Is all equipment, including slides and surfacing, a reasonable temperature?

Understand the Play Environment

Foreign Materials

- Playground is free from animals, nests, and animal droppings.
- All toys and found objects, like rocks and branches, are away from the equipment.
- All bodily fluids and accidents are properly and safely cleaned up.
- Playground is free from trash and broken glass.


 *Wear gloves that protect against blood-borne pathogens when cleaning up drug paraphernalia, bodily fluids, or other dangerous materials.*


 *Look inside tunnels and tube slides before and after recess to make certain that there are no hidden hazards and that children are not hiding to avoid going back to class.*

Surfaces

- Sidewalks and pavement game areas are free from loose particles such as sand, gravel, mulch, and shredded rubber. Loose particles scattered onto a hard pavement may cause a child to slip and fall.

- Grassy play areas are free from wildlife habitats like molehills and other trip hazards.
- Safety surfacing is intact with no ruts or deep depressions.
- All loose-fill materials are at appropriate depth.


 *Daily raking and leveling by custodial staff helps keep loose-fill surfacing material in good shape for play.*

 *Do not allow children to play on equipment if there are exposed concrete footings or unacceptable surfacing.*

2. Playground Equipment Hazards

Broken, missing, or damaged parts

- Playground equipment is free from conditions that may pose danger to a child.

 *In many cases, you may need to make a decision about whether a hazard is present. For example, if a knob on a play panel no longer turns, it is broken but is not presenting a hazard to a child. If that same knob is missing and a bolt end is exposed, a hazard may be present. Alert the owner or their representative and close the area.*



Toys are encouraged in the play environment but not on the playground equipment.




In addition to having unacceptable surfacing around it, this seesaw's exposed concrete footing and potential pinch point poses a hazard to children.

Understand the Play Environment

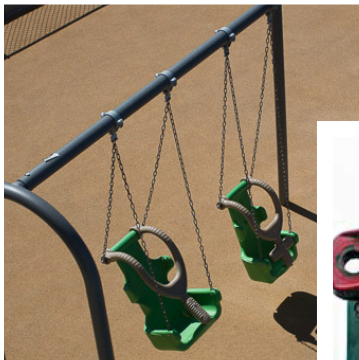
Missing or loose hardware

- Components should not have missing or loose hardware. If the hardware is missing, the integrity of the piece it was attached to may be compromised.

 *Closely observe any hardware that is loose or missing to determine if a hazard is present. Report such conditions to the owner or their representative.*

Movement

- Some play components have flex built into their design. (Example: Net climbers, including mast; swing structures; slide bedways, etc.)
- If you notice increased movement in these components, check for secure hardware and intact parts to determine if the flex is normal or abnormal (hazardous).



The clamp on this equipment is missing hardware which must be replaced.





All moving components must be well-anchored and lubricated.



Daily Dozen Checklist

The National Recreation and Park Association has identified 12 of the leading causes of injury to children on the playground. For more information about playground safety and to purchase copies of the checklist, go to www.nrpa.org/playgroundsafety.

 *If the movement is new or appears to increase, investigate the source of the movement.*

 *Always keep the children off of the equipment if there is any doubt or concern about its integrity, and report the concern to the owner and/or the person responsible for inspecting and maintaining the playground.*

Swings

Because of the frequency of use and the movement of swings, they wear out more frequently than other types of equipment.

Be sure:

- Swings are free from any broken or damaged swing seats.
- Swing chains are not severely worn, broken, kinked, or twisted.
- Chains hang freely and are not wrapped around the top rail of the swing structure.

Group Activity #3

As a group, go outside to the play area and perform a pre-play site inspection. Be sure to check all areas mentioned in this section:

- Weather
- Foreign materials
- Surfaces
- Broken, missing, or damaged parts
- Missing or loose hardware
- Movement
- Swings

Promote Positive Playground Behavior

Identify Behavior-Related Hazards

In addition to facility-related hazards, supervisors should be aware of children's behavior that may be potentially dangerous to themselves or others so that they can respond proactively. Due to the variation of sites and equipment, this list of behavior-related hazards should not be considered to be complete.




While rough and tumble play is a valid play behavior, it is important to watch the body language of the players. According to play scholar, Dr. Stuart Brown, "If you are to observe kids, like in a preschool, that are involved with all the exuberance that school-aged kids have, and you watch them at play, it may appear chaotic, anarchic, look violent on the — to the surface. They're diving. They're wrestling. They're squealing. They're screaming. But if you look at them, they're smiling at each other. It's not a contest of who's going to win."

On the playground, pay close attention to the following behaviors:

Risk-taking behaviors

- While often positive, risk-taking behaviors that may endanger a child may occur both on and off of the equipment. Supervisors should determine the acceptable use of the playground equipment.


- Peer-pressure can often increase dangerous risk-taking behavior.

 *Support and give assistance to children when they are exploring with appropriate risk-taking behaviors, keeping the risk-taking activity within the boundaries of their developmental capabilities.*



Aggressive behaviors


- Children's emotions are sometimes acted out in non-preferred ways.


 *Watch for aggressive behavior towards other children as well as inanimate objects like playground equipment.*

- Intervening to help the child work through anger or frustration may keep the situation from escalating and prevent the transfer of verbal or physical aggression to other children. The supervisor's role is to channel non-preferred behavior into acceptable and meaningful forms of expression.

Use of the equipment

- Children should use the equipment within its intended parameters while still participating in imaginative and free play.

 *Discourage pushing, shoving, overcrowding on or around the equipment.*


 *Discourage running and playing tag on the equipment, as these activities can distract children from spatial judgment which could lead to missteps, slips, or falls.*

Bullying and conflict resolution

- All children should be visible to the playground supervisors at all times, as well as when walking to and from the playground area.

- Provide plenty of choices, activities, and developmentally appropriate playground equipment and activities so that children do not wait to play and there is something for everyone to enjoy.

- Since peer pressure is the most influential factor in putting a stop to bullying, schools should provide opportunities to raise awareness through discussion, curriculum, media, and role playing. Bullying often takes place in the presence of other student bystanders, so increasing their empathy and giving them the confidence to intervene can work effectively.

 *Develop a school policy on bullying that defines what is considered a bullying incident, how to proactively prevent bullying from occurring, and the procedure for intervening and taking disciplinary action if necessary. Students should also know the procedure and steps to take if they witness bullying and should learn about conflict resolution skills.*



Develop Playground Rules

Playground supervisors should collaborate with school or agency staff and children to develop rules and guidelines that promote safety, encourage positive behavior, and allow children to be active, experience new challenges, and mature developmentally. There is no hard-and-fast set of playground rules. Rules will vary based on the ages of the children, the site-specific play environment and playground equipment, the number of playground supervisors, what is socially acceptable in that particular setting or community, and other factors.



Ultimately, your school or agency can develop playground safety rules in two ways: First, supervisors can collaborate to establish school or agency-wide rules, providing guidance and understanding as to what type of activities and behavior will be encouraged/discouraged on the playground; Second, rules can be developed with children that relate specifically to the desired behaviors your school or agency wants to encourage on the playground. Including children in this process can help them take ownership of the rules.

Supervisors' Playground Rules

Supervisors' playground rules should be developed in a group discussion with supervisors and members of your school or agency staff and administration. These rules will be based on behaviors that the

playground supervisors determine would be unsafe for children, but they should also address the desired behaviors that would encourage fun, engagement, and safer play.

As a group, the supervisors should decide what is considered acceptable/unacceptable play behavior. What skills and behaviors do you wish to encourage while children are playing? (Example: Running, jumping, climbing, pushing, ball play, piling on, curiosity, hiding, social daring, etc.)

During this process, work with your school or agency to decide what behaviors will be allowed in each area of the play environment and on and around the playground equipment. The acceptable behavior may vary for different age groups and for different types of equipment.



T *You may wish to develop playground policies for activities such as lining up and checking out balls, toys, and other portable equipment.*

When developing rules about the playground equipment, consider these things among other factors:

Age and ability of each user group

- Consider height and complexity of activity.

T *Look for signs and labels on and around the equipment that indicate appropriate user groups.*

Unsuitable objects brought onto the play equipment (Example: Helmets, clothing with strings, sharp objects, etc.)

- Work with and educate parents, so they can help discourage the wearing/carrying of these items.
- Scan the play environment frequently, looking for dangerous objects and other hazards.
- Consider creating a “playground dress code” that restricts the wearing of drawstrings, other strangulation hazards, and inappropriate footwear.

Usage during inclement weather or other weather-related hazards

- Encourage the wearing of sun protective clothing and/or sunscreen.


Examples of “Supervisors” Playground Rules:

- Tag games should be played in the grassy area away from the equipment.
- Children should use slides by going down feet first.
- Shovels, buckets, and other sand toys should remain in the sand and water play area.
- Children must wear helmets when riding bikes and other riding toys, and helmets should be returned to the designated area before getting on playground equipment.
- Fences, trees, lamp posts, and other site amenities should not be used as climbing equipment.



Develop Rules With Children

When children have a say in developing the rules, they assume ownership and are more likely to embrace them. When developing playground rules, allow children at your school or agency the opportunity to talk about how they like to be treated and what might upset or hurt them when they are playing outside on the playground. Keep the focus on how the children like to be treated by others (Example: Included, treated fairly, encouraged, etc.), and create a list of “good safety choices” to make on the playground.

 *It may be helpful to use happy and sad faces/ thumbs up and thumbs down to provide a visual during discussion about good and less preferred choices. Use this list to create rules that are simple and positive; develop a few broad rules (5 works well) instead of many specific ones.*

When establishing the rules, discuss with the children what the rules mean and give examples to which they can relate or role play the rules together. Following are some examples that might be useful in discussing rules with children:

How can children “Be Respectful”?

- Talk about teasing, bullying, following requests from supervisors, and using equipment appropriately.

What does it mean to “Be Careful”?

- Ask them questions like “Why do we wear helmets when we ride our trikes? What could happen if we didn’t?” or “Is it safe to run behind the swings? What could happen?”

Promote Positive Playground Behavior


- This discussion will help children develop an understanding of the rules, provide opportunities to develop better choices, and essentially guide them through the problem solving process.

How can children “Use Kind Words” to settle a dispute?

- Help children understand words are a better choice than pushing or yelling to resolve a conflict.
- Conflict resolution strategies can be helpful for children as they learn to interact with their peers.
- Ask children to give some examples of how to use kind words on the playground. (Example: “That doesn’t feel good.” vs. “Leave me alone!”;

“Thanks for asking.” vs. “I don’t want to play!”;
“Please let me pass.” vs. “Get out of my way!”)

Discuss how good behavior will be rewarded and what consequences will occur for not following the rules. Once finalized, these rules should become part of your published playground rules. These rules should be distributed to everyone involved with the agency or school, and it is suggested that a copy be sent home to the parents and guardians of the children for further reinforcement in other settings. Posting them in the classroom and/or on the playground provides a consistent reminder and an easy way for supervisors to review and discuss the rules.

 *Depending on the age and development of the children, you may consider adding a simple picture to each rule to provide a visual reminder.*

Examples of Positive Early Childhood Rules:

- Play Safe
- Use Kind Words
- Make Friends
- Take Turns
- Have Fun

Examples of Positive Elementary Aged Rules:

- Everyone can play – include and encourage others
- Follow directions
- Always return equipment
- Use playground equipment appropriately
- Keep hands to yourself
- Stay inside designated play area
- Wear playground-friendly clothing
- All games are open
- Take turns and be cautious of others
- Stop, look, and listen when you hear the whistle/bell



Develop Positive Behavior Supports

It is important to consider positive behavior supports and how the supervisors can be proactive to ensure that the rules are followed rather than reactive when they are broken. Keep in mind that supervisors are not the “Playground Police.” It is the supervisor’s job to provide a safer environment for active free play, encourage children, and help children follow and understand the playground rules to promote safety and fun for everyone. In order to be proactive, be consistent with rules, procedures, and routines. Any disciplinary procedure taken should be previously approved by school or agency administration and should be fair and consistent.




By promoting positive playground behavior, you can help children play more safely and have more fun!


Some methods for promoting positive playground behavior:

Positive behavior supports

- Choices and self-monitoring opportunities
- Positive reinforcement and praise

 *Consider developing a public method of rewarding children for positive behavior, such as a “Playground Friend of the Week” award.*

- Natural consequences
- Visual supports
- Reminders of rules

 *Try to state reminders in a positive way to reinforce the desired behavior. For example, you might say, “Keep hands to yourself” instead of “No pushing” or “Use the equipment in a safer way” instead of “No jumping off the wall.”*

Passive methods of enforcement

- Making eye contact
- Physically moving closer in proximity to a child

Some behavior may require other disciplinary actions that have been approved by your school or agency

- Time outs, verbal warnings, or taking privileges away

Supervisors should remain consistent in how they react to less preferred behaviors from children. Threats and warnings without the intention of taking action are confusing to children. All playground supervisors must be consistent regarding what is considered acceptable and unacceptable behavior, the number and type of reminders given, and consequences that will follow.

Provide Choices and Establish Consequences

Providing children with choice gives them an element of control and ownership in the decision-making process. Poor choices may result in natural consequences (such as not getting to participate in an activity) or an established disciplinary action. Keep consequences **simple**; make them **relevant** and **timely**. If at all possible, the consequences should occur on the same day or immediately after the behavior occurred.

 *Deal with issues on the spot by removing equipment and materials or children from the undesired or dangerous situation.*



Positive behavior supports can help children relate exercise with positive feelings and memories.


Any disciplinary procedures must be consistent with existing school or agency policy. Procedures should be finalized and approved by the administration. Copies of policy and procedures for positive behavior supports and other disciplinary procedures should be included as part of the playground supervision program and reviewed and revised as necessary.

When developing consequences, consider questions like these:

- Is the consequence the same for running on the play equipment as for shoving a classmate to the ground?
- How will you manage verbal versus physical bullying?
- Does the level of consequence increase with the number of incidents?
- How many reminders will be given before there is a consequence?
- What if other factors like attention seeking or defending oneself influenced the behavior?

Examples of Providing Choices:

- If swings are full and a child is impatient, you might say “You can take the next turn on the swing or you can go use the slide now.”
- “You can listen and follow directions or you can sit and watch your friends play.”

 *Be careful with setting up too many specifics. There are always unique circumstances to every situation.*

The following examples are forms of discipline that are not recommended:

- Requiring physical exercise such as doing pushups or running laps. Children should relate exercise with positive feelings and memories, not negative ones.
- Taking away recess time in school settings. Children need to exert energy in order to focus and do their best in the classroom. Studies show that children that engage in daily high-energy activity increase test scores and on task behavior (Davis, C., et al., *Effects of aerobic exercise on overweight children's cognitive functioning: a randomized controlled trial, Research Quarterly for Exercise Sport, 2007*).
- Intentionally embarrassing or humiliating children, which can harm them socially and emotionally.

Group Activity #4

Work with the school or agency administration and staff to develop and finalize rules that can be used by the supervisors to promote positive playground behavior.

Part I: Develop Supervisors' Playground Rules

1. Using the playground map (created in Group Activity #1) as a reference, list the types of activities that are intended to occur in each area of the play environment.
2. Create a list of playground equipment components and the potential unacceptable behaviors that could occur on or around them. (Example: walking on top of horizontal ladders, jumping off elevated platforms, swinging upside down, etc.) Consider users' ages and abilities when determining rules.
3. Consider other factors such as items brought into the play environment that may require additional rules and/or monitoring to ensure safer play.
4. Make a list of acceptable and unacceptable play behaviors for each play area and each component of playground equipment. Discuss questions of play equity, fairness, and inclusion to be sure that they are addressed in playground rules.
5. Discuss how these rules will be followed through. (Example: Communication of rules to the children, ways to offer safer choices, the monitoring system that will be in place, etc.)

Part II: Develop Positive Behavior Supports on the Playground

1. Discuss ways to be proactive to ensure that the rules are followed rather than reactive when they are broken.
2. When possible, encourage the children to follow the playground rules by using positive behavior supports. (Example: Choices and self-monitoring opportunities, positive reinforcement and praise, natural consequences, visual supports, reminders of rules, etc.)
3. Pass out scenarios of children engaging in less preferred play behaviors. Discuss or role play in small groups how to use positive behavior management strategies.

Part III: Provide Choices & Establish Consequences

1. Define potential playground scenarios and create alternative choices that give the children control and ownership in the decision making process.
2. List disciplinary procedures that are consistent with school or agency policy.
3. Determine how consequences will be communicated to the children and who will respond.
4. Discuss how supervisors will determine consequences based on specifics of each incident.

Part IV: Finalize Playground Rules

At the completion of Parts I-III of this Group Activity, your group's list should be finalized and presented to school or agency administration for approval. The completed list will become part of a permanent record that can be used on an on-going basis, and it should be reviewed and/or revised as necessary.

Group Activity #5

Work with the children to develop rules that will help them understand and demonstrate positive playground behavior.

1. Discuss with the children why playground safety is important, and explain that they are going to help create their own playground safety rules.
2. Allow children the opportunity to talk about how they like to be treated and what might upset or hurt them when they are playing on the playground.
3. Use open-ended questions, examples to which the children can relate, and other means to talk about behavioral choices that can help them have positive play experiences.
4. From this discussion, create a list of positive play behaviors. You may wish to use a visual indicator such as happy/sad faces or thumbs up/thumbs down depending on the developmental ages of the children.
5. Use this list to come up with positive, simple, child-friendly rules.
6. Finalize the rules with the school or agency administration, including them in the playground policy. Consider posting the playground rules in the classroom and/or on the playground to provide a consistent reminder.

Group Activity #6

Using your notes from Group Activities #1-5 and the information provided in this Guide as a starting point, complete the Playground Supervision Plan in the following section with the group of playground supervisors from your school or agency. Use this resource as a tool to engage your various stakeholders in the planning, documentation, communication/preparation, and execution of a comprehensive playground supervision plan. Remember it should be a living document and needs to be continually updated and refined for continuous quality improvement.



Define the Playground Supervisor's Behavior

Children are born to play. As discussed earlier, kids require time for healthy, active play opportunities in order to fully develop socially, emotionally, communicatively, physically, and cognitively. When children are deprived of play opportunities the consequences can result in serious developmental and physical health conditions such as obesity. Your behavior can directly impact the quantity and quality of children's play experiences.



Identify the Supervisor

For safety reasons, children need a means of easily locating and communicating with a playground supervisor, but on a busy playground, it can be difficult for children to spot them and for supervisors to hear children calling their names. Consider a brightly colored uniform or vest that can be worn by the supervisors to enable easy recognition. A visual indicator can expedite contact and improve safety.

Have a Positive Attitude

Attitude is everything! What is the first thing that comes to mind when you think about play—a sense of freedom, laughter, running, jumping, swinging, and generally having fun outside? The playground supervisor's attitude has a direct impact on the value of children's play experiences. A great playground supervisor promotes healthy active play and is

familiar with the needs of children. First and foremost, take the job seriously, be prepared, patient, and have a positive attitude.

Define Your Location

It is important to define the location of each playground supervisor and where they will move while watching the children. In Group Activity #1 you explored sight lines and the number of supervisors on the playground. Each supervisor should know what area of the playground he or she is responsible for supervising before the children come out to play. The supervisor should be familiar with the area and equipment, understanding where he or she needs to physically roam while scanning the play environment with his or her eyes, closely monitoring challenging equipment and areas out of immediate sight like inside crawl tubes.

Communicate

Playground supervisors should establish a means of communicating with one another and the main office from the playground. Many schools and agencies use radios or other mobile communication devices for this purpose. If one supervisor is assisting an injured child, he or she needs to alert the other supervisors and facilitators of the situation for them to communicate with the main office regarding the emergency situation. You will also need a means of communicating with the other supervisors if you need to leave your post for any reason.

Know Your Emergency Response

As part of playground supervisor preparation, discuss existing school or agency policies relating to injury prevention, emergency response, and incident reporting procedures. This is especially important in the case of lock down situations if children are on the playground when a situation occurred.

All playground supervisors should be trained in first aid and equipped with proper first aid materials. Small first aid kits in backpacks or fanny packs could include protective gloves, protective mouth guards, gauze, bandages, etc. If any children have severe allergies to bee stings or other medical needs, subject to school or agency policy, it may be necessary for the supervisor to have the appropriate medicine as part of the kit.

Emergency response plans should also be explored to like fire, severe weather, bomb threats, rabid or sick animals, strangers on the playground, and weapons on the playground. Emergency response plans may already be developed for inside the building, but handling emergencies outside the building is equally important. Be sure to involve management in the process of developing playground emergency response plans.

When developing emergency plans for different playground emergency scenarios, consider these things:

- Watch the children not directly involved in the emergency and protect them from harm.
- Children are very familiar with fire drills and severe weather drills and learn at an early age the seriousness of the situation. By developing similar playground protocols, you can build on these familiar experiences.
- Know how to respond to help keep everyone calm.
- Evacuation plans should include a method of gathering the children together, directing them to a given location, and accounting for all of the children.
- Practice drills on the playground to help ensure quick response in a real emergency.

Finally, ensure that supervisors react to emergencies in a timely, responsible manner that aligns with school policy and procedures. Prompt, appropriate attention can often reduce the severity of an emergency. For example, in a medical emergency, who assists the injured, who maintains control of the playground, and who goes for help?

Summoning assistance is a critical step, and putting a system in place to do so is important to ensure valuable time is not lost. While a playground supervisor should not leave the children unattended in case of an emergency, a variety of options are available to assist in establishing communication with the rest of the facility, and with authorities.

- Two-way radios may be effective if the person(s) you need to reach are within a transmittable distance.
- Portable cellular telephones may also be effective unless your facility is in an area of weak or nonexistent signals.
- An emergency card system (using student or adult runners) can be used to communicate at a school facility, be sure it is safe for the runner to travel the route needed and ensure that their

Promote Positive Playground Behavior

destination is always staffed to avoid confusion or delay when the runner reaches their destination. For this purpose, the cards can be color coded to communicate clearly what the emergency is (example red for fire, black for intruders, yellow for serious injury, etc.)

- Special whistle signals can also be established, if the supervisor can ensure that the intended receiver will be able to always hear the signal. When a louder signal is needed, a bullhorn or air horn might also be effective.

Whatever you choose, it is important is to find a system of emergency communication and action that works effectively. Once an emergency system is established:

1. Develop written plans, including how to summon assistance in case of an emergency.
2. Train playground supervisors, office staff, and children.
3. Test the emergency system: practice, drill, and practice some more.
4. Ensure a process for prompt notification of others as needed.

Following an organized and well-drilled emergency plan can help reduce reaction time, and often the severity of the emergency.

Report Incidents

Every school and agency should have an incident report form that has been prepared with the advice of the school or agency's legal or risk management department. Playground supervisors should know how to properly complete the form in a timely manner so that proper notifications and documentation can be ensured. If a child is injured severely enough to require treatment at a hospital, there is a good chance that further information will be needed about the incident. Additionally, incident reports should be processed and retained in a systematic manner so that trends can be identified and adjustments to the supervision program can be made. An incident report form is the best, most complete way of documenting the circumstances surrounding the incident; therefore it needs to be completed and submitted immediately following the incident as directed by the school or agency policy. Other incidents such as bullying, fighting, or medical emergencies, etc. may also need to be documented.



Develop a Playground Supervision Plan

Putting together a meaningful playground supervision plan, ensuring safety on the playground, and helping to protect children at play requires planning, training, and deliberate action.

After reviewing this guide, decide whether additional considerations should be put into place for your particular playground setting, appoint a representative to be responsible for developing and implementing each step, and set a schedule for establishing a procedure to be followed.

As part of the procedure, be sure to implement a training plan for both supervisors and children. As stated earlier in the guide, it's a good idea to take children out on the playground at the beginning of each school year to familiarize them with the

equipment, age appropriateness, and how to use the equipment, so it's also a good idea to use this time to train them on the established and published playground rules. Be sure to share written as well as verbal instructions and express the rules in child-friendly language to help ensure they understand.

To help you develop your facility's own procedure, review and utilize the playground supervision plan to help your team make planning decisions. Training staff at the onset is as important as planning for ongoing continuing education. Staff changes, children advance in age and move on, and the environment changes over time. Building a culture for playground safety and supervision requires passion and diligence, and the benefits are well worth the effort.



Playground Supervision Plan

Note: This form is designed as a sample playground supervision plan. Due to the variation of sites and equipment, this plan should not be considered to be all inclusive. Each facility should evaluate its unique needs when creating a playground supervision plan, engage team members in the planning, and train all supervisors to effectively implement the plan.

Name of School/Agency/Group: _____ Date: _____

Name of Playground (if multiple): _____

Staff & Administration Involved in Development of Plan: _____

Define the Ratios on the Playground

(Number of children/number of staff)

Define the Roles of Staff

(Determine personnel that will function as playground supervisors and those that will function as play facilitators.)

Define the Supervisors, Their Roles, and Locations/Designated Supervision Areas

(Consider how they will be positioned and move to supervise areas that are less visually accessible.)

Define the Play Facilitators & Their Roles, if Applicable

(Who will facilitate play with the children? What type of activities and engagement will they provide?)

Define the Developmental Ages of the Children

(Ensure children are playing on age and developmentally appropriate equipment.)

Define Age Appropriate Equipment

(Labels and signs indicate age appropriateness of equipment. How will you keep children from using inappropriate pieces of equipment?)

Define Activity Areas

(What activities will be encouraged/discouraged in each area of the play environment? Where will loose parts such as balls and manipulatives be allowed and stored?)

Define the Accessibility Needs to Ensure Access and Inclusion of Children of All Abilities

(Example: Adaptive equipment, accessible surfacing, visual supports, modifications, adult assistance, etc.)

Define Developmental Outcomes

(What developmental skills are important for children to experience on the playground?)

Define System for Identifying & Correcting Potential Facility-Related Hazards

(Who will complete pre-play site inspections? To whom should hazards be reported? What is the process for closing the playground due to facility-related hazards?)

Define the Playground Dress Code, if Applicable

(Example: Clothing that could become a strangulation hazard, helmets, protective footwear, sun protective clothing, sunscreen, etc.)

Define the Playground Rules: Supervisors' Rules

(Develop guidelines for safety, appropriate playground behavior, positive behavior supports, consequences, etc. How will these rules be reviewed and approved by school or agency administration?)

Define the Playground Rules: Rules Developed with Children

(Rules for children's behavior should be simple, positive, and child-friendly. How will the rules be posted and reviewed with the children for further reinforcement?)

Define Means of Identifying the Supervisor

(Will the supervisors wear brightly colored clothing or vests to be easily identified?)

Define the Communication System

(Who will communicate with the main office in the event of an incident? How will information be conveyed to other supervisors/facilitators? Examples: Radios, whistles, hand signals, etc. How and when will it be communicated to the children that it is time to line up and go back inside?)

Define Emergency Plan & Incident Reporting Process

(Assign roles that each adult will take on in case of emergency. Who will stay with an injured child? Who will watch the other children? Who will communicate with the main office? Who will fill out incident reports? How will they be reviewed and retained?)

Define Maintenance of Playground Supervision Plan

(How frequently will the Playground Supervision Plan be updated and communicated? How will the school or agency prepare new supervisors? How will the Playground Supervision Plan be incorporated into the school or agency's policies and procedures and ongoing professional development?)

Additional Site-Specific Considerations

(Given your particular site, what other considerations should be noted to strengthen your playground supervision plan? Example: Adjacent busy streets, joint-use sceneries, etc.)

Conclusion



Promote Positive Play

Now that you have learned about playground supervision and started your planning process, we encourage you to become an advocate for play for all children at your school or agency. Help give children the opportunities they need to play freely, explore new learning opportunities, exercise their bodies, and grow into healthy, productive adults.

Share the fun! As a play supervisor you are in the perfect position to share your knowledge with others.

Here are some ways that you can promote fun, safer play in your community:

- Establish a playground safety week, sending information home regarding the importance of play and playground safety.
- Become a resource and provide information and tips for parents, teachers, and caregivers about safer play on the playground.
- Establish a continuous quality improvement process, tracking incidents and positively promoting safer play.

By becoming an advocate for healthy play opportunities within your community, you have an opportunity to positively impact the health and well-being of our most precious resource, our children.

Promote Playground Maintenance

A playground supervision plan can only be effective if the playground is properly inspected and maintained on a regular basis. Well-maintained playground equipment can help children to develop cognitively, physically, communicatively, socially, and emotionally in a compliant environment. Along with helping to promote children's development, a quality maintenance program has many additional positive outcomes, including protecting your investment, controlling expenses, managing risk, and promoting both children's play experiences and community values.

There are several aspects and priorities to take into account when designing a meaningful playground maintenance program. To help create your own plan, be sure to review the companion resource in the Safety Resource Series, the Playground Inspection and Maintenance Guide, to learn more about why maintenance and inspection is important, and to discover helpful tips on high and low frequency maintenance procedures. While not intended to be an all-encompassing process, taken together, these two resources can help facilities understand ways to increase overall playground safety and compliance through careful planning, education and procedures. To request a copy, log on to www.playandpark.com/enrichment/playground-safety

Resources

PlayCore

www.playcore.com | (877) 762-7563

For a variety of resources and programs, PlayCore's Center for Outreach, Research & Education (CORE) offers play and recreation resources, articles, and tools to create exciting, compliant environments.

NRPA- National Recreation and Park Association

www.nrpa.org/playgroundsafety | (800) 626-6772

NRPA is dedicated to educating professionals and the public on the essential nature of parks and recreation. Learn about Certified Playground Safety Inspection (CPSI) courses, the Daily Dozen playground safety brochures, and more.

IPEMA-International Play Equipment Manufacturers Association

www.ipema.com | (888) 944-7362

IPEMA is a non-profit, membership, trade association that represents and promotes an open market for manufacturers of playground equipment and surfacing.

NPPS- National Program for Playground Safety

www.playgroundsafety.org | (800) 554-7529

NPPS is a non-profit organization in the United States delivering training and services about outdoor play and safety. Learn about playground safety week and other resources.

ASTM- ASTM International

www.astm.org | (610) 832-9500

Formerly known as the American Society for Testing and Materials, ASTM is an independent and world renowned developer of technical standards utilized in testing a multitude of products, including playground equipment and related products.

CPSC- Consumer Product Safety Commission

www.cpsc.gov | (800) 638-2772

The Consumer Product Safety Commission regulates many products, including playground equipment and related products, to help ensure consumers/users safety.

Access Board- U.S. Architectural and Transportation Barriers Compliance Board

www.access-board.gov | (800) 872-2253

The Access Board has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990.

Center for Disease Control and Prevention

www.cdc.gov/safekid/playground | (800) 232-4636

Playground safety tips and alerts plus a guide for parents.

Playground Supervision Guide

For more information on building
communities through play & recreation:

playandpark.com | 800.727.1907

Specifications

UltraShade by UltraSite, manufactures pre-engineered shade structures that are shipped as a prefabricated package. This package shall include the structural frame members, fabric roof, all fasteners, and installation manual. The prefabricated shade structures will ship unassembled. Installation of the prefabricated shade structure is to be performed by experienced professionals. No onsite welding will be required.

Standard Design Criteria:

UltraShade's shade structures are rated to meet and exceed minimum design criteria requirements.

Wind Speed (Frame Only): 150 mph

Wind Speed (Frame w/ Fabric on): 90 mph as determined by 3 second wind gust (ASCE-7).

Snow Load: 5 psf.

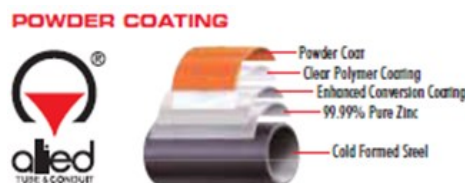
Live Load: 5 lbs. per sq. ft.

Structure/ Welding:

All steel tubing is to be fabricated from structural steel. All plates are to be fabricated from A36 steel. ASTM A-572, grade 50 is available if necessary. Structure is to be free of sharp edges and corners to prevent fabric ripping or tearing. Structure components are to be MIG welded. Minimum 3/16" fillet welds unless otherwise noted. Welding is performed by American Welding Society (AWS) certified welders. No onsite welding will be required.

Coating:

Tubing material is to be pregalvanized structural steel Flo-Coat tubing. All tubing receives a triple layer of protection of zinc, a conversion coating, and a clear polymer topcoat.



Depending on the engineering requirements of each project, A500 carbon steel tubing may be used for larger structures. This tubing will be sandblasted to near white condition prior to coating. Polyester triglycidyl isocyanurate (TGIC) polyester powder coat is electrostatically applied and oven baked to a 3-5 mil coating thickness.

An optional zinc rich epoxy primer coat is available. Primer will be .9 to 1.3 mils thick.

Specifications

Cable and Hardware:

All hardware is to be stainless steel or galvanized. Rubber washers are available upon request for bolt fittings.

Fabric perimeter cable is to be galvanized steel aircraft quality cable. A minimum of ¼" diameter galvanized 7x19 strand cable will be used. For heavy loads, 3/8" diameter galvanized 7x19 cable will be used. Cable clamps and connectors are to be galvanized steel.

Fabric Roof:

UV Shade Fabric is Shadesure fabric, manufactured by MultiKnit Ltd., and made of UV-stabilized high-density polyethylene (HDPE). The mesh fabric must be Raschel-knitted with monofilament and tape yarn filler (weighted at 195g per square meter) to ensure that the material will not unravel if cut. Fabric shall conform to, and pass the required flammability tests: the ASTM E-84 testing standard, as well as the NFPA701 Test Method 2 Standard.

Shade Fabric Properties

Fading	Minimal after 5 years (3 years for red)
Stretch	Stentored
Tear Tests	Warp, 220.5 lbs/ Weft, 462.9707 lbs
Burst Tests	37.7 (psia)
Fabric Mass	2.43 ~ 2.58 oz/sqft (190 ~ 200gsm)
Fabric Width	9.8425 feet (3 meters)
Roll Length	164.04 feet (50 meters)
Roll Dimensions	62.99" x 16.5354" (160 cm x 42cm)
Roll Weight	± 66 lbs (± 30kg)
Minimum Temp	-13° F (-25° C)
Maximum Temp	+ 176° F (80° C)

Shade Protection and UV Screen Protection Factors

Color	Shade %	UV%
Royal Blue	86%	94%
Laguna Blue	92%	96%
Navy Blue	91%	93%
Turquoise	83%	92%
Rain Forest	89%	96%
Desert Sand	80%	92%
Black	95%	96%
Sunflower Yellow	70%	94%
Terracotta	84%	90%
Arizona	84%	92%
White	86%	86%
Silver	88%	93%
Red	84%	91%

Specifications

Stitching and Thread:

All sewing threads are to be double-stitched, with no sewing/stitching permitted onsite. Perimeters of the fabric top are to be double lockstitched. All corners shall be reinforced with extra non-tear fabric and strapping to properly distribute load(s). Thread shall be Gore™ TENARA sewing thread, manufactured from 100% expanded polytetrafluoroethylene (PTFE). This mildew-resistant, exterior-approved thread shall meet or exceed the following:

- Flexible temperature range, with a very low shrinkage factor
- Extremely high strength; durable in outdoor climates, resists flex and abrasion of fabric
- Unaffected by cleaning agents, as well as acid rain, mildew, and saltwater
- Rot-resistant, and unaffected by most industrial pollutants
- Specially treated for prolonged exposure to the sun
- Lockstitch Thread – 1200 Denier or approved equal
- Chainstitch Thread – 2400 Denier or approved equal

Concrete:

28 day strength: 3000 psi

Cast in place anchors (where applicable) are A307 galvanized steel.

Footings shall be placed in accordance with and conform to the Sealed Engineered Specifications and Drawings.

FABRIC COLOR OPTIONS



POWDER-COAT COLOR OPTIONS



Specifications

UltraShelter's pre-engineered package will be a pre-cut and pre-fabricated package that shall include powder coated structural frame members, roof material, fasteners, trim, and installation instructions. The prefabricated shelter will ship unassembled. Installation of the prefabricated shelter is to be performed by experienced professionals.

Standard Design Criteria:

UltraShelter structures are rated to meet and exceed minimum design criteria requirements.

Snow Load: 20 pounds per square foot.

Wind Load: 90 MPH wind speed.

SNOW LOAD:



20 lbs. per square foot

WIND LOAD:



90 MPH Wind Speed

Structure/ Welding:

All steel tubing is to be fabricated from structural steel minimum ASTM A500 Grade B.

All plates are to be fabricated from A36 steel.

Structure components are to be MIG welded. Minimum 3/16" fillet welds unless otherwise noted.

Welding is performed by American Welding Society (AWS) standards and AWS certified welders.

No onsite welding will be required.

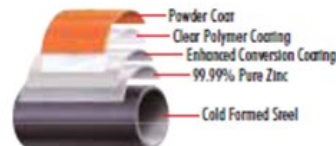
Coating:

A500 carbon steel tubing shall be shot blasted to SSPC-SP10 near-white condition. Zinc rich primer is standard. Top powder coat of TGIC Powder Coat to color selected from manufacturer's standard color chart. For environmental purposes, finish shall allow no VOC emissions.

Sample production parts shall have been tested and meet the following criteria:

- Humidity resistance per ASTM D2247-02 to 3000 hours with no loss of adhesion or blistering.
- Color/UV resistance per ASTM G154-04 to 2000 hours exposure, alternate cycles with results of a) no chalking b) 75% color retention c) Color variation maximum 3.0 E variation CIE formula (before and after 2000 hours exposure.)

POWDER COATING



Optional E-COAT BASE COAT:

An E-Coat Base can be applied under Polyester TGIC Powder Coat is an optional addition to help further protect the finish. Steel is sandblasted to near white condition to remove all mill scale, oil, grease and other surface contaminants. It is then immersed into a liquid epoxy and electrostatically coated to a uniform 0.7 to 0.9 mil thickness. This E-coat process completely encapsulates the part. TGIC electrostatic powder coat is applied and oven cured.

Specifications

Hardware:

Structural Fasteners: ASTM A325 high strength bolts and A563 high strength nuts, ASTM A307 anchor bolts. The majority of the hardware on our shelters is hidden. The hardware that is visible should be checked routinely for tightness and any sign of a vandalism attempt. We recommend tightening the loose bolts by hand, and then using a wrench for ½ to 1 full turn.

Metal Roofing:

Standing Seam Metal Roofing: (Optional)

Roofing will be 24-gauge galvalume factory finished with Kynar 500 paint system. Panels will be 16" wide with ribs 1-3/4" high. Angles shall be cut in the field.

MultiRib Roofing: (Standard)

Roofing panel will be 24 ga. MultiRib Galvalume or galvanized G90 substrates with Kynar 500® coating or Hylar 5000® coating systems. Panel will be 36" wide with 1-3/16" tall ribs spaced 12" on center. Panel angles will be factory cut, and ribs shall run with the pitch of roof for proper drainage.

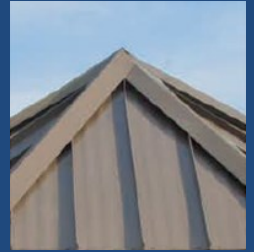
MaxRib Roofing: (Optional)

Roofing panel will be 29 ga. MultiRib Galvalume or galvanized G90 substrates with Kynar 500® coating or Hylar 5000® coating systems. Panel to be 36" wide with 3/4" tall ribs spaced 9" on center. Subroof is required with MaxRib roofing. Panel angles will be factory cut, and ribs shall run with the pitch of roof for proper drainage.

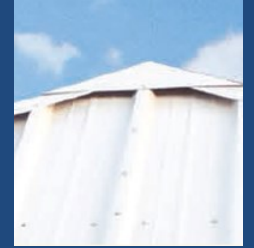
Trim:

Metal roofing trim will match the color of the roof and shall be factory made of 24 gauge or galvanized G90 substrates with painted steel. Kynar 500® coating or Hylar 5000® coating systems. Trim will include panel ridge caps, eave trim, roof peak cap, and corner trim as applicable for model selected. Reference drawings for additional information. Painted screws and butyl tape shall be included. Ridge Caps shall be performed with a single central bend to match the roof pitch and shall be hemmed on the sides. Roof peak cap shall be supplied on all buildings

Standing Seam



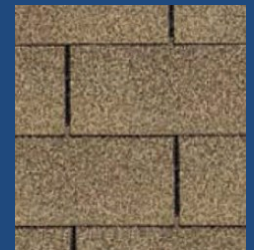
MultiRib Roofing



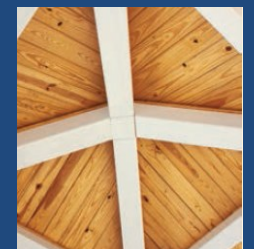
MaxRib Roofing



Shingle



Tongue & Groove



Standard Shapes

Structure Design	Roof Style	Roof Options
	Square	Standing Seam, Max Rib, Multi Rib, Shingle
	Square 2-Tier	Standing Seam, Max Rib, Multi Rib, Shingle
	Gable Rectangular	Standing Seam, Max Rib, Multi Rib, Shingle
	Gable Rectangular 2-Tier	Standing Seam, Max Rib, Multi Rib, Shingle
	Hip Rectangular	Standing Seam, Max Rib, Multi Rib, Shingle
	Hexagon	Standing Seam, Max Rib, Multi Rib, Shingle
	Hexagon 2-Tier	Standing Seam, Max Rib, Multi Rib, Shingle
	Octagon	Standing Seam, Max Rib, Multi Rib, Shingle
	Octagon 2-Tier	Standing Seam, Max Rib, Multi Rib, Shingle



Roof Color Options:



Warranty

UltraSite, a PlayCore company (hereinafter "UltraSite") warrants that the shelter sold will be free from defects in materials under intended use for a period of **10 years** from the date of delivery **(Structure & Powder Coat)**. UltraSite and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraSite.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShade's installation drawings, and has been subjected only to normal intended use and exposure.

Some field drilling may be necessary and is considered a normal part of construction, and will not be subject to rejection or cause for void of warranty.

UltraSite shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming parts must be authorized by UltraSite.

This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraSite authorized dealers or authorized installers.

UltraSite limits this warranty to conforming and structural parts for a period of ten (10) years with the following provisions: it is expressly understood that **ULTRASITE'S LIABILITY BE LIMITED TO REPAIR OR REPLACEMENT OR DEFECTIVE MATERIAL** that is supplied, and shall not be liable for deterioration of any of the building components due to finish coatings, weatherproofing, or lack of same. It is the owner's and contractor's responsibility, jointly and severally, to apply initially and periodically maintain the weatherproofing, vermin resistance, paint, stain, shingles, sealants and/or finish coatings. UltraSite will not be held reasonable for failure of sealants or shingles, and deterioration due to vermin, rust, rot and/or alteration in design.

This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraSite authorized dealers, or authorized installers. This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.

In the event of a claim of defect in materials, UltraSite shall be placed on notice of defect in writing, delivered to UltraSite at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraSite will determine whether to repair or to replace defective materials. UltraSite disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.

The above limited warranty is in lieu of all other warranties expressed or implied, including any implied warranty of a particular purpose.

FAQ

What are standard roof pitches for each shelter type?

- 4:12 on all Hip Rectangles and Gables, and 6:12 on all Hexagon, Octagon, and Square models



What is the standard eave height?

- 8' is the standard eave height for shelter, we can custom build to the eave height your customer requires.

What is the most cost effective roofing type on shelters?

- Multi-rib
- Asphalt Shingle with Tongue and Groove
- Max Rib with Tongue and Groove
- Standing Seam

How much are Sealed and Signed Engineering?

- \$650 Shelter (larger structures could have a sur charge)

Where do I send my Quote Request?

- Quote Requests go to Julia Suhre at julia.s@ultraplay.com.
- Becky Wittenborn can be reached as a backup at rebecca.w@ultraplay.com
- Some quotes will also list options like: electrical cutouts, hand rails, cupola, lattice, can be added or subtracted based on your customers needs

Is the number I receive on my quote my rep cost, or list price?

- Quotes received from UltraShelter come at rep cost.
- Reps will need to add in their commission on top of this number.

What is the standard lead time on my shelter?

- Shelter standard lead time is 4 – 6 weeks without engineered sealed drawings; 6 – 8 weeks with engineered sealed drawings.
- Sealed Engineered Drawings take 5-10 days, production scheduling starts after Sealed Engineered Drawings are approved by the customer, or 5 days after they receive the drawing

Are engineered sealed drawings required?

- No, they are optional based on customer requirements, local building codes, city requirements, and end –user requirements
- In some cases engineered sealed drawings are required to pull building permits.

FAQ

Can anchor bolts & templates be shipped out sooner than the product?

- Yes, please note this on the purchase order & stated the complete address you would like them to ship to. (No PO Box)

Can engineered sealed drawings be ordered after the product has been shipped?

- Yes, but any changes to the structure required by the PE would be the responsibility of the customer

What is the Quote Turn Around Time: (RFQ Required)

- Standard -1 -2 Business Days
- Custom -3 -5 Business Days

What is the Order Lead Time:

- Sealed Engineering –approx. 2 weeks after receipt of PO
- Shipment of Shelter–approx. 4-6 weeks after approval of drawing

What is the Warranty?

- UltraSite warrants that shelter structures sold will be free from defects in materials under intended use for a period of 10 years from the date of delivery.

What Maintenance is required?

- Our products should be, for the most part, “maintenance free”, requiring little or no maintenance for many years. Powder Coat can be touched up with by following standard paint instructions on the spray paint can.

How do you Clean a shelter?

- Use a MILD cleaning solution, and hand-wipe periodically to maintain “like new” appearance.

What standard roof options can we provide with a barrel shelter, or any shelter that requires a rounded roof?

- Our only standard roof option for barrel shelters are MegaRib roof panels.

Do we provide anchor bolts, touch up paint, or rebar cages with our shelters?

- Anchor bolts and touch up paint will be included with the shelters. We do not provide rebar cages.

How do I choose colors?

- UltraSite offers countless color combinations. Our design experts can help you select the perfect combination.

How is my structure installed?

- Please contact Scott Curtis, National Sales Manager for at 812.480.9640 for a quick overview and answers to any questions.



UPlay Today™ Product Specifications

General System Specifications:

UPlay Today™ features 3^{1/2}" O.D. uprights with a high-strength aluminum alloy clamp fastening system finished with a polyester powder-coat. All uprights shall receive factory installed deck clamps located at the appropriate deck heights.

All decks and components shall connect using the aluminum clamping system. All climbing attachments shall include either upright-mounted grab bars or a 15" wide deck entry archway to control deck access to one child at a time and help prevent inadvertent falls.

UltraPlay shall offer the following warranties on the materials and components of the UPlay Today™ playsystems:

- 10-Year limited warranty on support posts (uprights)
- 5-Year limited warranty on metal parts including decks, pipes, rails, loops and rungs
- 3-Year limited warranty on rotationally molded polyethylene components
- 1-Year limited warranty on all hardware and all UltraPlay products in general

Clamps

All clamps are die cast, high-strength 102 aluminum and are powder-coated to match the post color. Fasteners for clamps are stainless steel special tamper-resistant pinned bolt with locking patch, and a heavy hex locknut, which fits into either a hex or round shaped recess, cast into the clamp. The pinned bolt head requires a special tool for fastening (provided with each structure), thus ensuring vandal-resistance.

Plastisol Coating

All metal deck platforms, steps and stairs are plastisol-coated. Each part is chemically washed and completely submerged in a special heat-activated primer and allowed to dry. Parts are then pre-heated and immersed in liquid polyvinyl-chloride (plastisol). The PVC coating shall have a nominal thickness of .080" and 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. Standard color is brown. The following characteristics apply:

Tensile Strength - 2,800 psi
Elongation - 290 %
Tear Strength - 420 lbs/in

This product meets or exceeds the heavy metal requirements of the CPSIA Act of 2008.

Powder-Coating Process

Powder-coat shall be an electrostatically applied formula of polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in 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.

Rotationally Molded Plastics

All Rotationally Molded Products are manufactured from medium density polyethylene (UV-stabilized color). The tensile strength of this material is to be 2500 PSI as defined by ASTM D638. The nominal wall thickness will be .250" (1/4"). All rotationally molded products shall meet or exceed the following specifications:

Melt Index (ASTM D-1238); Density (ASTM D- 1505); Tensile Values (ASTM D-638); Flexural Stiffness (ASTM D-747); IZOD Impact Strength (ASTM D256); Vicat Softening Point (ASTM D-1525); Brittleness Temperature (ASTM D746); Shore Hardness (ASTM D2240).

Blow Molded Plastics

All Blow Molded Products are manufactured from high-density polyethylene. The nominal wall thickness will be .200" . All blow molded products shall meet or exceed the following specifications:

ASTM-D 1248 Type III, Class A, Category 5; Melt Index (ASTM D-1238); Density (ASTM D- 1505); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); IZOD Impact Strength (ASTM D256); Brittleness Temperature (ASTM D746).

HDPE Components

Climbers shall be precision cut from a single solid sheet of .59" thick UV-stabilized extruded high-density polyethylene. All edges shall have radiuses and all corners rounded for safe play.

Hardware

All nuts, bolts, and washers, with exceptions noted, shall be stainless steel Grade 304 in varying lengths, with a vandal-resistant button-pinned head configuration and factory-applied locking patch. When allowed a 72-hour cure time, the locking patch will prevent the bolt from loosening without at least 4 times the installation torque. UltraPlay will supply the special tool required to turn vandal-resistant hardware with each shipment.

Uprights – Steel

The posts shall be 3 1/2" O.D. 13-gauge galvanized steel tubing. Entire post is powder coated after fabrication.