

Contract 22-02

Between

TOWN OF ELSMERE

AND

GLOBAL PLAYGROUND DIVERSIFIED INSTALLATIONS CO

THIS AGREEMENT is made this 27 day of September 2022, by and between the Town of Elsmere (hereinafter referred as "Town"), a State Delaware Municipal Corporation, and Global Playground Diversified Installations CO., (hereinafter referred to as "Contractor"), doing business at 5688 State Road 6 W, Jasper, FL 32052.

WHEREAS, the Town issued a Request for Proposals for Playground Renovations in the Town of Elsmere through RFP No. 22-02; and

WHEREAS, the Town and the Contractor desire to enter into a written agreement for the provision of such services for the "Playground Revitalization", referenced in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

1. **Work.** The Contractor agrees to perform all work in accordance with this Contract and the Proposed Scope of Work (Attachment B) **dated August 16, 2022**, submitted to the Town of Elsmere, except the payment terms of Attachment B are modified by Attachment C. The Contractor and the Town agree with color schemes as identified in Attachment B2.

2. **Payment.** Payment for the work as described in the Contract shall not exceed Six Hundred Forty-Three Thousand Eight Hundred Eighteen Dollars (\$ 643,818.00), excluding approved change orders signed by the Town and the Contractor. If during the course of the Contractor's performance, the work rendered does not meet the requirements set forth as specified in Attachments A, B and B2 (collectively, the "Contract"), the Contractor shall correct or modify the work to comply with the requirements of the Contract within 30 days. The Town shall have the right to withhold payment for such work until it meets the requirements of the Contract. The Contractor shall submit draw requests based on work in place, signed off by the Town for each milestone.

Payments will be made in accordance with the payment schedule (Attachment C) attached to this agreement. The Contractor shall provide the Town with a "Release of Lien" as proof of payment to any and all subcontractors.

3. **General Administration.** The Contract Administrator shall be the Diana Reed, and she shall have primary responsibility for the TOWN under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices under this Contract.

4. **Reserved.**

5. **Notice to Proceed / Completion Time.** The Contractor agrees to begin the work set forth in this Contract immediately after receiving written notice from the TOWN to proceed and further agrees to carry on such work regularly and uninterrupted thereafter with completion between April 1, 2023- May 1, 2023, or other mutually agreed upon delivery window. This date supersedes the date referenced in Attachment A.

6. **Liquidated Damages.** Time is of the essence of this Agreement. Unless delay is caused by the TOWN, if the Contractor shall neglect, fail, or refuse to complete the Playground Revitalization within the time specified in section (5), above, then the Contractor would be deemed in breach of contract and the Town has right to terminate the contract and pay only for work completed and, as to materials, at the Town's option and discretion, only such materials on hand and/or ordered or enroute as the Town determines.

7. Ownership of Documents/Materials.

A. As each progress payment in accordance with Attachment C is made by the Town to the Contractor, all finished or unfinished materials, items or equipment installed by the Contractor shall become the property of the TOWN.

B. All records, reports, information, drawings, designs, data or other documents or materials given to or prepared or assembled by the Contractor under this agreement are the property of the Town and will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the TOWN or by court order.

8. Indemnity / Hold Harmless. The Contractor shall indemnify, defend, and hold the TOWN, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent or other tortious acts, errors or omissions of the Contractor in connection with the performance of the Agreement.

9. Reserved.

10. Subletting or Assigning of Contracts. Neither the TOWN nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.

11. Independent Contractor. All Contractor employees are employees of the Contractor only.

12. Relationship of Parties. The parties intend that an independent contractor client - relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the TOWN hereunder, no agent, employee, representative or subcontractor of Contractor shall be deemed to be the employee, agent, representative or subcontractor of the TOWN. None of the benefits provided by the TOWN to its employees, including, but not limited to, compensation, insurance, and unemployment insurance, are available from the TOWN to the Contractor or his employees, agents, representatives, or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives, and subcontractors during the performance of this Agreement. The TOWN may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.

13. Warranty. Contractor shall be liable for any costs, losses, expenses, or damages including consequential damages suffered by the TOWN resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the TOWN in making emergency repairs. Contractor shall hold the TOWN harmless from any and all claims which may be made against the TOWN as a result of any defective work and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the TOWN will rely on the professional judgment of the Contractor to make the appropriate selections. The Contractor warrants to the Town that all materials and equipment furnished under this contract shall be new and work shall be of good quality, free from improper workmanship and defective materials and in conformance with the contract. Contractor agrees to correct all work performed under this contract which proves to be defective in design, material, or workmanship within one year of completion. Contractor or its subcontractors will provide a 7-year warranty on the Rubber Flooring and warranty the Playground equipment as spelled out in Attachment D.

14. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections by the TOWN. The Contractor shall start work to remedy such defects within thirty (30) days of mailing notice of discovery thereof by TOWN and shall complete such work within 45 days.

15. Claims. Any claim against the TOWN for damages, expenses, costs, or extras arising out of the performance of this Contract must be made in writing to the TOWN within thirty (30) days after the discovery of such damage, expense, or loss, and in no event later than the time of final payment by the Town according to Attachment C. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages or amounts for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

16. **Contractor's Risk of Loss.** Contractor shall procure the goods and install the goods as described. Contractor bears all responsibility for market price increases and supply delays.

17. **Insurance.** The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

A. Minimum Scope of insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non- owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (150) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on 150 occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement 150 form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse, or underground property damage. The TOWN shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the TOWN using 150 additional endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Delaware.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a ~~\$2,000,000~~ **\$2,000,000.00** products-completed operations aggregate limit.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect to the TOWN. Any insurance, self- insurance, or insurance pool coverage maintained by the TOWN shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor shall provide the TOWN and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. Verification of Coverage. Contractor shall furnish the TOWN with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work.

F. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the same insurance requirements as stated herein for the Contractor.

18. **Compliance with Laws.** The Contractor shall comply with all federal, state, and Town of Elsmere laws and ordinances applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination, or suspension of the Contract by the TOWN, in whole or in part, and may result in ineligibility for further work for the TOWN.

19. **Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all

necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

20. **Employment.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the TOWN. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the TOWN.

21. **Nondiscrimination.** Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, sexual orientation, age or disability, or other circumstances as may be defined by federal, state, or local law or ordinance.

22. **Termination.** Further to paragraph six, which shall be without notice, if the Contractor defaults or neglects to perform in accordance with the Contract or fails to perform any provision of the Contract, the TOWN may, after ten days' written notice to the Contractor and without prejudice to any other remedy, correct any defaults or failure of any provision of the Contract and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at TOWN option, may terminate Contractor's work under the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method Owner may deem expedient, and the Town will pay only for work completed and, as to materials, at the Town's option and discretion, only such materials on hand and/or ordered or enroute as the Town determines.

23. **Extent of Contract / Modification.** This agreement, together with Attachments A, B, B2, C and D, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended, modified, or added to only by written change order properly signed by both parties.

24. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the Town Manager, whose decision shall be final. In the event of any litigation arising out of this agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the jurisdiction of any dispute under this agreement shall be the Superior Court of New Castle County, Delaware. The Parties exclusively and irrevocably consent to the jurisdiction of the Delaware courts for any disputes arising out of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

TOWN OF ELSMERE

By: Diana Reed

John Giles, TOWN OF ELSMERE

Diana Reed

TOWN CONTACT

Town of Elsmere
11 Poplar Ave
Elsmere, DE 19802
Phone: 302 998-2215

CONTRACTOR

By: Jan

Title: President

Taxpayer ID#: 82-4494743

CONTRACTOR CONTACT

Global Playground
5688 State Road 6 W
Jasper, FL 32052
Phone 386 938-2016
Fax: 425.489.2705

ATTACHMENT A



TOWN OF ELSMERE

REQUEST FOR PROPOSAL NO. 22-02

PLAYGROUND REVITALIZATION AND PARK RENOVATIONS

MAY 4, 2022

**Deadline to Respond
WEDNESDAY, JUNE 1, 2022
2:00 PM**

REQUEST FOR PROPOSAL NO. 22-02 PLAYGROUND REVITALIZATION AND PARK RENOVATIONS

ALL OFFERORS:

The enclosed packet contains "REQUEST FOR PROPOSAL 22-02" for Playground Revitalization and Park Renovations for the Town of Elsmere, Delaware. The proposal consists of the following documents:

1. Appendix "A" Proposal Form
2. Appendix "B" Affidavit of Workers Eligibility
3. Appendix "C" Debarment Certification
4. Appendix "D" Sample Certificate of Insurance
5. Proposal

Your proposal and the proposal reply section must be executed completely and correctly and returned in a clearly marked envelope displaying the RFP Number by 2:00 p.m., Wednesday, June 1, 2022, to be considered. Proposals shall be submitted to the Town of Elsmere, Finance Department, 11 Poplar Avenue, Elsmere, Delaware 19805. Electronic proposals will not be accepted.

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please contact Town Clerk Diana Reed via email at diana.reed@townofelsmere.com.

SECTION 1

1. COMPETITIVE SEALED PROPOSAL:

It has been determined by The Town of Elsmere, in the best interest of the Town, this solicitation be offered as a request for proposals so that the Town will be able to:

1. Provide Proposers an opportunity for discussion and revision of their proposal. Revisions may be permitted after submission of proposals but prior to the award of a contract for the purpose of obtaining a final contract which is in the best interest of the Town.
2. To allow negotiations between the Town and a responsible Proposer who has submitted a Proposal found to be reasonably likely to be selected for awarding a contract. The contents of any proposal shall not be disclosed so as to be available to competing Proposers during the negotiation process.
3. Conduct oral or written discussions with Proposers concerning technical and price aspects of their proposal; and
4. Compare the different price, quality and contractual factors of all proposals submitted.

2. PROPOSAL REQUIREMENTS:

Any proposal must have costs and equipment lists broken down by park and must include all removal, disposal, purchase and installation of all equipment and materials. In addition, shall include conceptual drawings of all designs.

3. CONTRACT PERIOD:

Should the Mayor and Council decide to issue a contract, each Proposer's contract shall be valid until the construction under this contract is complete.

4. PRICES:

Prices and/or rates shall be all inclusive and shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the Town.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on any contract.

5. QUANTITIES:

The attention of Proposers is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates, and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by the Town as deemed necessary during the period of any contract.

6. FUNDING OUT:

Proposals are being requested to allow the Town to determine the feasibility of continuing to outsource the services requested in the proposal. It is anticipated that a decision by the Town will be reached regarding the feasibility completing revitalization requested in the proposal within one hundred eighty (180) days of the proposal deadline. If a decision to complete the revitalization is approved, the actual award of a contract will be reached within forty five days (45) of that decision. The awarding or continuation of any contract which may ultimately be awarded, is contingent upon funding being appropriated by the Mayor and Council.

7. PERFORMANCE BOND REQUIREMENT:

Should a contract be awarded, the proposer shall be required to post a performance bond in an amount equal to the total amount of their proposal.

8. MANDATORY INSURANCE REQUIREMENTS:

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the Proposer shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage's provided coverage limits specified below with a carrier satisfactory to the Town. Proof of such coverages must be provided to the Town prior to any work being performed.

A. Comprehensive General Liability

\$1,000,000 Each Occurrence
\$2,000,000 Products/Completed Operations
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate

The Town of Elsmere must be included as an Additional Insured via form CG2010 and CG2037 or equivalent. Additional Insured status must be granted on a Primary & Non-Contributory Basis. A Waiver of Subrogation is granted in favor of The Town of Elsmere.

B. Automotive Liability

\$1,000,000 Combined Single Limit

Includes ALL Owned, Hired & Non-Owned Vehicles

The Town of Elsmere must be included as an Additional Insured and Additional Insured status must be granted on a Primary & Non-Contributory Basis. A Waiver of Subrogation is granted in favor of The Town of Elsmere.

C. Workers Compensation & Employers Liability

Workers Compensation - Statutory Coverage (All owners, sole proprietors, members, partners, etc. must be included in Workers Compensation Coverage)

Employers Liability

Each Accident -	\$1,000,000
Each Disease -	\$1,000,000
Disease Policy Limit -	\$1,000,000

A Waiver of Subrogation is granted in favor of The Town of Elsmere.

D. Umbrella Liability

\$2,000,000 Each Occurrence
\$2,000,000 General Aggregate

The Town of Elsmere must be included as an Additional Insured via form CG2010 and CG2037 or equivalent (Following the Underlying Additional Insured Forms) Additional Insured status must be granted on a Primary & Non-Contributory Basis. A Waiver of Subrogation is granted in favor of The Town of Elsmere.

E. Errors & Omissions (Subject to The Town of Elsmere Requirements)

9. BUSINESS LICENSE:

Prior to receiving an award, the successful Proposer shall furnish the Town with proof of a State of Delaware, New Castle County (if applicable) and Town of Elsmere Business Licensure.

10. HOLD HARMLESS:

The Proposer agrees that it shall indemnify and hold the Town of Elsmere and all its agencies and employees harmless from and against all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the Proposer, its employees, and invitees on or about the premises and which arise out of the Proposer's performance, or failure to perform as specified in the Agreement.

11. NON-PERFORMANCE:

In the event the Proposer does not fulfill its obligations under the terms and conditions of this contract, the Town may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Proposer. Under no circumstances shall monies be due to the Proposer in the event open market products can be obtained below contract cost. Any monies charged to the Proposer may be deducted from an open invoice.

12. FORCE MAJEURE:

Neither the Proposer nor the Town of Elsmere shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

13. EXCEPTIONS:

Proposers may elect to make minor exceptions to the terms and conditions of this RFP. The Town of Elsmere will evaluate each exception according to the intent of the terms and conditions contained herein, but the Town shall reject exceptions that do not conform to Federal, State or Local law and/or create inequality in the treatment of Proposers.

Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

14. BUSINESS REFERENCES:

Proposers must supply three (3) business references consisting of current or previous customers to which they provided similar services to a similar number of residential properties. Each reference provided shall contain the name, address, telephone number, fax number, e-mail address, and the name of a verifiable current contact person.

15. RESPONSIBILITY:

Those providing a proposal must affirmatively demonstrate their ability to meet the following requirements:

- a. Have adequate financial resources, or the ability to obtain such resources as required.
- b. Be able to comply with the required or proposed delivery schedule.
- c. Own a sufficient number of vehicles and equipment to ensure consistent delivery of the services without interruption should the Proposer experience break down or equipment failures.
- d. Employ enough employees to convince the Town that a lack of employees will not be an issue throughout the contract period.
- e. Have a satisfactory record of performance.

- f. Be otherwise qualified and eligible to receive an award.
- g. Possess and maintain throughout the term of the contract should one be awarded, a valid State of Delaware, New Castle County and Town of Elsmere, Business License.
- h. All services shall be provided during the normal work week (Monday through Friday) between the hours of 7:00am and 5:00pm. Prior approval of the Town Manager must be obtained prior to any work being performed after 5:00pm or on a Saturday or Sunday.

The Town may request other information sufficient to determine provider's ability to meet requirements of this Request for Proposal.

16. PROPOSAL ADMINISTRATION:

Under this Proposal, the Town Manager of the Town of Elsmere, shall be the Proposal Administrator with designated responsibility to ensure compliance with proposal requirements, such as but not limited to, acceptance, inspection and delivery. The Proposal Administrator will serve as liaison between the Town of Elsmere and the successful Proposer.

17. DESIGNATED CONTACT PERSON:

Proposer shall provide the Town with a local contact number within the (302) area code, and one specific person who shall be designated by the Proposer as a single point of contact. This person is to serve as liaison between the Proposer and the Town concerning all compliance issues with proposal requirements.

18. BILLING AND PAYMENT:

Payment shall be made by check from the Town of Elsmere upon satisfactory completion and acceptance of items and submission of an invoice to the Town for work specified by this Proposal Document. All payments owed will be paid no later than thirty (30) days after the invoice is received by the Town.

At a minimum, invoices shall include:

1. Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
2. Town of Elsmere Proposal Number, Purchase Order, and/or delivery order number
3. Identification of items or service as outlined in the Proposal
4. The quantity or quantities, applicable unit prices, total prices, and total amount
5. Any additional payment information which may be called for by the Proposal

Payment inquiries should be directed to the Town of Elsmere Finance Department; Attention: Valarie Strzempa at (302) 998-2215.

19. DOCUMENT(S) EXECUTION:

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful Proposer for signature shall be executed by a representative who has the legal authority to enter the organization into a formal contract with the Town of Elsmere.

20. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No Proposer or any of their employees is authorized to begin any work prior to receipt of a Town of Elsmere award letter signed by authorized representatives of the Town authorizing the service. No purchase order, telephone call, or fax shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions.

21. TIME OF PERFORMANCE:

The services of the Proposer are to commence after receipt of an award letter and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. In any event all the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Proposer unless amended, in writing, by both parties.

22. PROPOSER RESPONSIBILITY:

The Town may enter into a contract with the successful Proposer. The successful Proposer shall be responsible for all products and services as required by this RFP. Sub-proposers, if any, shall be clearly identified in the financial proposal.

23. PERSONNEL:

- a. The Proposer represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Proposer or under their direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Town.

24. TERMINATION OF CONTRACT:

Should a contract be awarded, if for any reason, or through any cause, the Proposer fails to fulfill in timely and proper manner his obligations, or if the Proposer violates any of the covenants, agreements, or stipulations of the contract, the Town of Elsmere shall have the right to terminate the contract by giving written notice to the Proposer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Proposer

in the performance of the contract shall, at the option of the Town of Elsmere, become its property, and the Proposer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Town.

25. CHANGES:

Both parties may, from time to time, require changes in the services to be provided by the Proposer under the Scope of Work. Such changes, including any increase or decrease in the amount of the Proposer's compensation, which are mutually agreed upon by and between the Town and the Proposer, shall be incorporated in written amendments any contract awarded.

26. RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid contract has been awarded and executed.

27. ASSIGNMENT OF ANTITRUST CLAIMS:

As consideration for the award and execution of this contract by the Town of Elsmere, the Proposer hereby grants, conveys, sells, assigns, and transfers to the Town of Elsmere all of its rights, title and interest in and to all known or unknown causes of action it presently has, or may now, or hereafter acquire under the antitrust laws of the United States and the Town of Elsmere, relating to the particular goods or services purchased or acquired by the Town of Elsmere pursuant to this contract.

28. COVENANT AGAINST CONTINGENT FEES:

The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the Town of Elsmere shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

29. GRATUITIES:

- a. If it is found, after notice and hearing, by the Town of Elsmere that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Proposer or any agent of the Town of Elsmere with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the Town of Elsmere may, by written notice to the Proposer, terminate the right of the Proposer to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the Town of Elsmere makes such findings shall be in issue and may be reviewed in proceedings pursuant to the remedies clause of this contract; and

- b. In the event this contract is terminated pursuant to subparagraph "a", the Town of Elsmere shall be entitled (i) to pursue the same remedies against the Proposer, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Proposer in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the Town of Elsmere.

30. AFFIRMATION:

The Proposer must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

31. AUDIT ACCESS TO RECORDS:

The Proposer shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Proposer agrees to preserve and make available to the Town of Elsmere, upon request, such records for a period of five (5) years from the date services were rendered by the Proposer. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Proposer agrees to make such records available for inspection, audit, or reproduction to any official Town of Elsmere representative in the performance of his/her duties under the Contract. Upon notice given to the Proposer, representatives of the Town of Elsmere or other duly authorized Town of Elsmere or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Proposer's financial records will be borne by the Proposer. Reimbursement to the Town of Elsmere for disallowances shall be drawn from the Proposer's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

32. TERMINATION OF CONTRACT:

- a. Termination for Cause - If, for any reasons, or through any cause, the Proposer fails to fulfill in timely and proper manner his obligations under this Contract, or if the Proposer violates any of the covenants, agreements, or stipulations of this Contract, the Town of Elsmere shall thereupon have the right to terminate this contract by giving written notice to the Proposer of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Proposer under this Contract shall, at the option of the Town of Elsmere, become its property, and the Proposer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Town of Elsmere.

- b. Termination for Convenience - The Town of Elsmere may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the Town of Elsmere, become its property and the Proposer shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the Town of Elsmere. If the Contract is terminated by the Town of Elsmere as provided herein, the Proposer will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Proposer covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Proposer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Proposer during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

33. REMEDIES:

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the Town of Elsmere and the Proposer arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction.

34. AMENDMENTS:

This contract may be amended, in writing, by agreement of both parties.

35. PROFESSIONAL SERVICES PROCUREMENT METHOD (IF APPLICABLE):

The Town of Elsmere shall evaluate qualifications and prepare a list, ranking in order of preference, of the Proposals deemed to be qualified to perform the required services for each service/contract.

The Town of Elsmere will enter into negotiations with the most qualified Proposer selected as a result of the Request for Proposal process.

Beginning with the top Proposer designated on the list for the Service/Contract; the Town of Elsmere shall begin negotiations. After the successful negotiations, a contract will be entered into with the successful Proposer. If the Town of Elsmere is unsuccessful in negotiating the most qualified Proposer, it will negotiate with the next most qualified Proposer, and so on.

36. SUBCONTRACTS:

Subcontracting is permitted under this RFP and contract. However, every Sub-Proposer shall be identified in the Proposal and agreed to in writing by the Town of Elsmere. Any substitutions in or additions to such Sub-Proposers, associates, or consultants will be subject to the prior written approval of the Town of Elsmere.

The Proposer(s) shall be responsible for compliance by the Sub-Proposer with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Proposer shall be liable for any noncompliance by any Sub-Proposer. Further, nothing contained herein or in any Sub-Proposer agreement shall be construed as creating any contractual relationship between the Sub-Proposer and the Town of Elsmere.

37. TOWNS RESPONSIBILITIES:

The Town shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Proposer to the Town and render to the Proposer in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Proposer.
- b. Give prompt written notice to the Proposer whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Proposer's services.

38. CONFIDENTIALITY:

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Public Information Act. Proposers are advised that upon request for this information from a third party, the Town is required to make an independent determination as to whether the information may be or must be divulged to the party.

39. CONTRACT DOCUMENTS:

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the Town of Elsmere and any Proposer. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal Specifications or Scope of Work Definitions & General Provisions
- Proposal
- Purchase Order Special Instructions

40. ASSIGNMENT:

This contract shall not be assigned except by express written consent from the Town of Elsmere.

SECTION 2

1. FORMAT FOR PROPOSAL:

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Proposer must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Proposers ability to provide the services specified in the RFP.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Town of Elsmere.

C. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

D. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the Proposer will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Proposer will provide that are not mentioned in this RFP.

E. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

Four (4) copies of the Proposal and 1 USB copy shall be submitted in a sealed package clearly marked with the name of the Proposer and labeled Town of Elsmere RFP 22-02, Playground Revitalization and Park Renovations. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring a Proposers signature. The remaining three (3) copies do not require original signatures.

F. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all Proposers known to have received a copy of the RFP. Potential Proposers shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

G. INCURRED EXPENSES:

The Town of Elsmere will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

H. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Proposers offer to meet the requirements of the RFP. DO NOT USE RING BINDERS.

I. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The Town of Elsmere reserves the right to withdraw this Request for Proposal, to reject any proposals, to waive minor irregularities in proposals or to allow the offeror to correct a minor irregularity if the best interest of the Town of Elsmere will be served by doing so.

SECTION 3

GENERAL INSTRUCTIONS:

All Proposals submitted must be valid for a period of one hundred eighty (180) days after Proposal Deadline.

The successful proposal if awarded will become a part of the contract between the Town of Elsmere and the successful Vendor.

Prior to submitting Proposal, Proposers are required to examine the Proposer instructions, specifications and Proposal forms carefully. Failure to do so will be at the Proposers risk.

All costs directly or indirectly related to the preparation of a response to this Proposal or any oral presentation required by the Town of Elsmere to supplement and/or clarify a Proposal shall be the sole responsibility of the Proposer.

All certificates of insurance coverage must be provided to the following individual prior to beginning work:

John S. Giles Jr.
Town Manager
Town of Elsmere
11 Poplar Avenue
Elsmere, Delaware 19805

Proposers must provide a list of at least three (3) entities where projects and services have been provided that is similar in size and scope.

It shall be the sole responsibility of the Proposer to visit the sites where the grounds are to be maintained and ask any questions they may have request clarification as to the specific requirements of this request for proposal with the Town Manager or his designated representative prior to submitting a proposal.

The successful Proposer must supply all of the equipment, materials and labor. The Town of Elsmere may provide storage space for the Proposers equipment only after written requests have been submitted.

The Proposer must submit a status report of jobs completed to the Town Manager on a weekly basis. This report will list completed job duties during the reporting period. Duties to be reported include work performed, and project status updates. Problem conditions that are encountered during the normal duties of the Proposer shall be reported as well. This report may also contain any other comments or suggestions. A representative of the Town of Elsmere will periodically throughout the year conduct site evaluations and compliance reports will be completed and turned into the Town Manger on the performance of the Proposer based on the project completion schedule and specifications.

If at any time the Proposers performance fails to meet expectations the Proposer will be provided an opportunity to correct any deficiencies which will not exceed a period of thirty (30) days. If performance does not improve, the contract will be cancelled.

GENERAL SPECIFICATIONS

All proposals shall ensure the inclusion of the following:

1. All work under this RFP must be completed, billed and paid by no later than 12/31/2024.
2. Proposals under this RFP should include:
 - a. Removal and disposal of existing equipment
 - b. Furnishing/installing of new equipment
 - c. Removal and disposal of existing mulch beds
 - d. Furnishing/installing rubberized flooring
 - e. Completing landscaping as described
3. Shall break down all costs in the following manner.
 - a. Vilone Park (35 Olga Road, Elsmere, DE 19805)
 - b. Walling Park (Linden Avenue, Elsmere DE 19805)
 - c. Maple Ave Park (1500 Maple Avenue, Elsmere, DE 19805)
 - d. Veterans Park (11 Poplar Avenue, Elsmere, DE 19805)
 - e. Bryan Martin Park (Tamarack Ave at O Street, Elsmere, DE 19805)
 - f. Junction Park (Junction Street at Casapulla Ave, Elsmere, DE 19805)
 - g. Fairgrounds Park (Filbert Ave at Dover Ave, Elsmere, DE 19805)
 - h. Patricia Blevins Pedestrian Path (Maple Avenue Park to Fairgrounds Park)
4. Shall include the following Add/Alternate cost breakdowns:
 - a. Bark Park (400 Baltimore Avenue, Elsmere, DE 19805)
 - b. Baseball Fields (Located at Vilone Park and Fairgrounds Park)
5. Proposals shall include a list of any and all exclusions from this RFP including an explanation for why it is excluded.

Playground Structure Revitalization and Park Renovations

All proposals shall include the following for each park:

1. The removal and disposal of all existing playground equipment in each of the locations listed above in compliance with “Appendix E” Park Recommendations – March 2022.
2. Furnish and install all equipment (or similar in size and accommodations) listed in “Appendix E” Park Recommendations – March 2022 for each location.
3. Removal and disposal of the existing mulch beds
4. Installation of poured-in-place rubber floorings under all new Playground Structures/Equipment.
5. Removal and disposal of existing picnic tables and benches.
6. Furnish and install new picnic tables and benches as listed in “Appendix E” Park Recommendations – March 2022 for each location.
7. Complete any grading and re-seeding necessary to accommodate the plans in “Appendix E” Park Recommendations – March 2022 for each location.
8. Landscape Design Plan including suggested design and installation of low maintenance plantings for Memorial Garden located at Bryan Martin Park as detailed in “Appendix E” Park Recommendations – March 2022 for each location.
9. Conceptual Design Plans for each park location. These plans do not need to be engineering prints for bidding purposes. Engineering prints will only be required to be provided by successful bidder upon awarding of a contract.
10. List of all equipment to be furnished, broken down by park location.
11. Photos of all equipment to be furnished, broken down by park location.

ADD/ALTERNATES

As an Add/Alternate to the proposal, the Town of Elsmere is asking proposers to include a costs for the following two projects:

1. Bark Park – Renovation
 - a. Removal of section of turf area on both the small dog and large dog side of the park.
 - b. Furnish and Installation of weed barrier.
 - c. Furnish and installation of splinter resistant playground or pet friendly mulch.
 - d. The design of this area shall be consistent with the photo of the original park design as seen in “Appendix E” Park Recommendations – March 2022 for each location.
2. Baseball Fields
 - a. Replace any fencing necessary on the baseball fields.
 - b. Add material and level the infield section of all baseball fields.
 - c. Removal and disposal of existing bleachers at all baseball fields.
 - d. Furnish and Installation of new bleachers (same number and size) at all baseball fields.
 - e. Replace roofing on all dugouts.
 - f. Repair any other areas of dugout deemed necessary by visual inspection.
 - g. Furnish and install new bases on all baseball fields. (This shall include removal and disposal of existing bases).

APPENDIX "A"

Proposal Form

Name of Proposer: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: _____ Fax: _____

1. TOTAL COSTS FOR JOSEPH WALLING PARK: \$ _____

2. TOTAL COST FOR MAPLE AVENUE PARK: \$ _____

3. TOTAL COST FOR VETERANS PARK: \$ _____

4. TOTAL COST FOR VILONE PARK: \$ _____

5. TOTAL COST FOR BRYAN MARTIN PARK: \$ _____

6. TOTAL COST FOR JUNCTION PARK: \$ _____

7. TOTAL COST FOR FAIRGROUNDS PARK: \$ _____

8. TOTAL COST FOR WALKING TRAIL: \$ _____

TOTAL AMOUNT OF PROPOSAL (1-8 ABOVE) \$ _____

(proposal details should be submitted on a separate sheet and included with this form)

TOTAL COST FOR ADD/ALTERNATE 1 – BARK PARK: \$ _____

TOTAL COST FOR ADD/ALTERNATE 2 – BASEBALL FIELDS: \$ _____

_____ CHECK HERE IF THE PROPOSAL INCLUDE ANY EXCEPTIONS TO THE SCOPE OF WORK. (EXCEPTIONS SHOULD BE SPECIFICALLY NOTED AND SUBMITTED WITH THIS FORM)

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying Proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

(Signature of Person Authorized to Sign PROPOSAL)

Date

Printed Name and Title of Signer:

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**

APPENDIX "B"
Affidavit of Workers Eligibility

STATE OF DELAWARE)

) SS.

COUNTY OF NEW CASTLE)

AFFIDAVIT OF COMPLIANCE

WITH TOWN OF ELSMERE EMPLOYMENT REQUIREMENTS

1. I am an officer of _____ (the "Company") and am authorized to make this affidavit on its behalf.

2. I hereby certify that all of the employees of the Company performing work within the Town of Elsmere are lawfully permitted to be employed by the Company under both federal and state law.

Sworn to and Subscribed before me this _____ day of _____, 2022

Notary Public

*** This form must be signed and included for each proposal ***

APPENDIX "C"

Debarment Certification

- (1) The Proposer certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Agency Name:
Project Title:
Agency Project Manager:
Title of Project Manager:
Agency Authorizing Official (Print):
Agency Authorizing Official (Signature):
Date:

APPENDIX "D"

Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 1 Main St SAMPLE CERTIFICATE OF INSURANCE Elsmere DE 19805	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Rated A- VII or Better INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ABC Contracting & Service Provider 2 Main St SAMPLE CERTIFICATE OF INSURANCE Elsmere DE 19805	NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	General Liability	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pesticide or Herbicide \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	Auto Liability	06/30/2019	06/30/2020	COMMON SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	Umbrella Liability	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Employers Liability	06/30/2019	06/30/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Elsmere is included as Additional Insured via forms CG2010 & CG2037 or equivalent on a Primary & Non-Contributory Basis for General Liability. The Town of Elsmere is included as an Additional Insured for Automobile Liability and Umbrella Liability on a Primary & Non-Contributory Basis. A Waiver of Subrogation is granted in favor of The Town of Elsmere for purposes of General Liability, Automobile Liability, Workers Compensation and Umbrella Liability.

CERTIFICATE HOLDER Town of Elsmere 11 Poplar Ave Elsmere DE 19805	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

APPENDIX "E"
Park Recommendations 03-22
(46 PAGES)

Town of Elsmere Park Group
Recommendations – 03-22

Walling Park (Linden Avenue)

- Play Equipment – suggest turning swings and placing play equipment closer to the area of the old tennis courts, separating the children’s play area from the basketball court
 - Large play equipment (all inclusive) – Botanical Gardens (LSI Website)
 - Small play equipment (ages 2-5) page 232 Butterfly, page 233 B Double – revitalization packet
- Swings (repair-paint frames or replace)
 - 2 big kid swings
 - 2 little kid swings
 - 1 wheelchair swing
 - remove swings frame/monkey bars along Baltimore Avenue parking lot
- Benches (poly material that cannot be scraped, i.e., rubber coating)
 - 4 benches, with backs – placed two on each long side of the play equipment
 - 2 benches, backless – placed next to the basketball court
 - remove benches in rear of park backing to Birch Avenue
- Picnic Tables – under Pavilion
 - 4-6 picnic tables under pavilion – page 272, A
 - 2 picnic tables on one side, outside pavilion – page 272, A
- Remove old tennis court asphalt and fencing – create green area

Maple Avenue Park

- Play Equipment
 - Large play equipment (ages 5-12) – Creator’s Cove – revitalization packet
 - Autistic-friendly equipment – Pulse Table Tennis – page 253
 - Half-round monkey bars (repair/paint, if in good condition)
- Swings (repair-paint frames or replace)
 - 2 big kid swings
 - 2 little kid swings
 - 1 wheelchair swing
- Benches (poly material that cannot be scraped, i.e., rubber coating)
 - 4 benches, with backs – placed two on each long side of the play equipment
- Picnic Tables
 - 2-4 picnic tables in treed area between playground and parking lot – page 272, A

Veterans Park

- Play Equipment
 - Large play equipment (ages 5-12) – Carson’s Canyon (revitalization packet)
 - Small play equipment (ages 2-5) – page 232 Butterfly, page 233 B Double – revitalization packet
- Swings (repair-paint frames or replace)
 - 2 big kid swings
 - 2 little kid swings
 - 1 wheelchair swing
- Benches (possibly poly material that cannot be scraped, i.e., rubber coating)
 - 2-4 benches, with backs – placed two on each long side of the play equipment
- Picnic tables
 - 2-4 picnic tables placed near trees (not as large as existing)) – page 272, A
- Flag Pole
 - Install taller flag pole
 - repair/replace lights
- Memorial Statue
 - determine location/install memorial statue as intended several years ago

Vilone Park

- Play equipment
 - Large play equipment (ages 5-12) – Jumping Jacks – revitalization packet
 - Small play equipment (ages 2-5) – page 87
 - Small play equipment (ages 2-5) page 232 Butterfly, page 233 B Double – revitalization packet
- Swings (repair-paint frames or replace)
 - 2 big kid swings
 - 2 little kid swings
 - 1 wheelchair swing
- Benches (possibly poly material that cannot be scraped, i.e., rubber coating)
 - 4 benches, with backs – placed two on each long side of the play equipment
- Picnic Tables
 - 4-6 picnic tables

Bryan Martin Memorial Park

- Benches
 - 2 benches, with backs – placed at an angle next to each other in front of or incorporated as part of the planting area
 - 2 additional benches, backless – placed next to the soccer field
- No picnic tables
- Change Park Layout – See Before & After Photos

Junction Park

- Benches
 - 2 benches, with backs – placed at an angle next to each other in front of or incorporated as part of the planting area
 - 2 additional benches, backless – placed next to the basketball court
- Change Park Layout – See Before & After Photos
- Picnic tables
 - 2 picnic tables

Bark Park

- As originally designed (see Photo)

Patty Blevins Walking Trail

- Stations placed along trail – 1 every .10 mile

Fairgrounds Park

- Remove playground structure & mulch area.

ALL PARKS

All parks will receive rubberized bases under equipment in lieu of mulch beds.

BASEBALL FIELDS

Vilone & Fairgrounds Parks

1. Material added & leveled on playing fields
2. Fix Fences: Holes in some areas are quite substantial, gates are missing in some areas.
3. All new bleachers in both parks
4. All dugout roofs need major repair
5. Locks on gates to keep out dogs
6. "No Dogs Allowed" signage
7. Sign directing owners to dog park

Joseph Walling Park (Linden Avenue)

Botanical Gardens

October 27, 2014 70924-1-3



**Better playgrounds.
Better world.®**

playlsi.com

Proudly presented by:

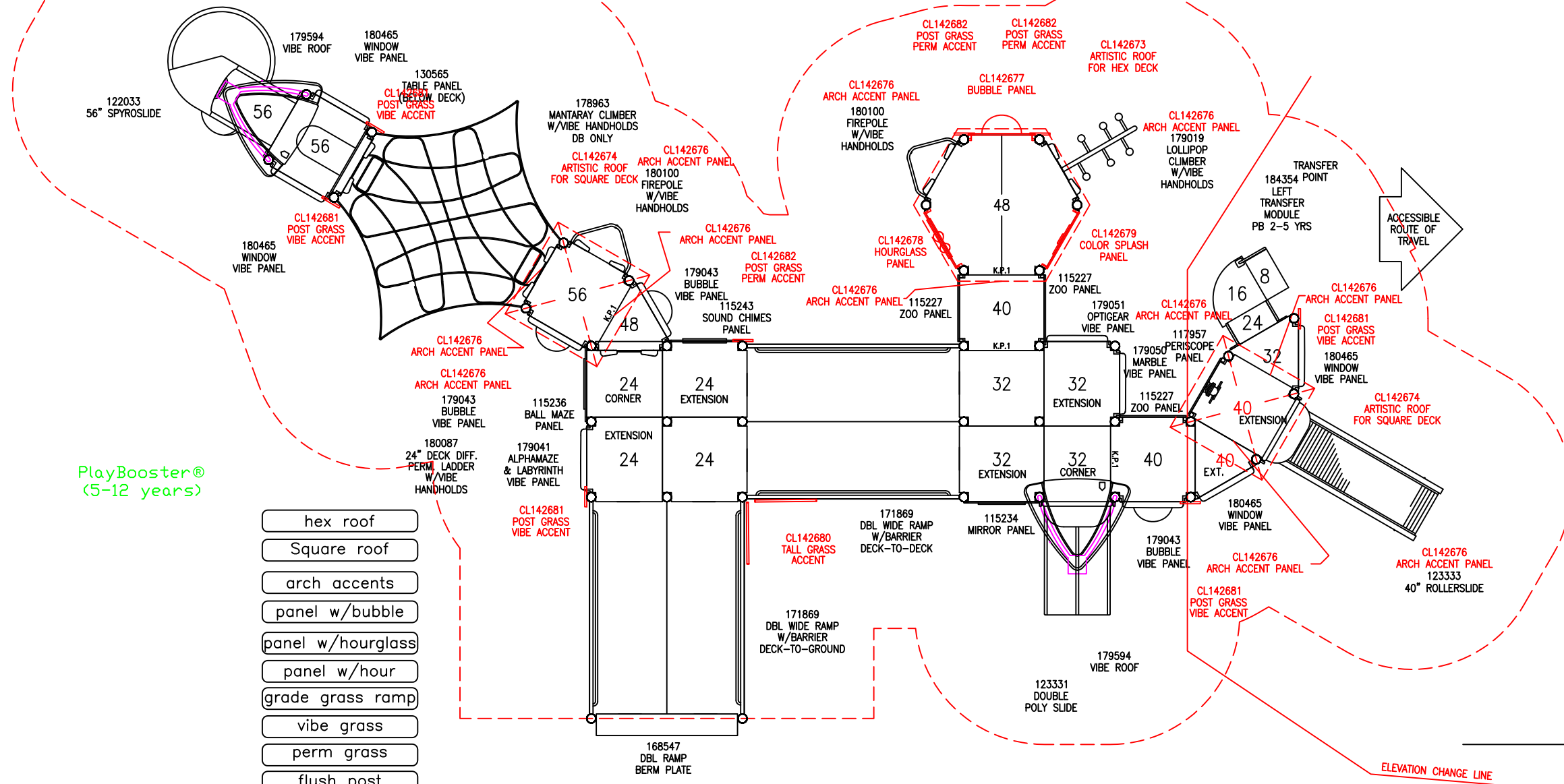


72'-2" [21.99M]

TOTAL SQUARE FOOTAGE
1806 SQ.FT.

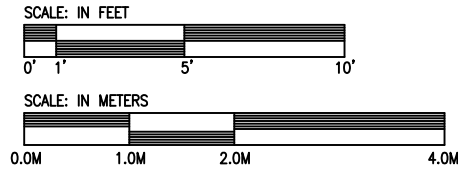
THE MAXIMUM FALL HEIGHT
OF THIS STRUCTURE IS 56"

40'-2" [12.24M]

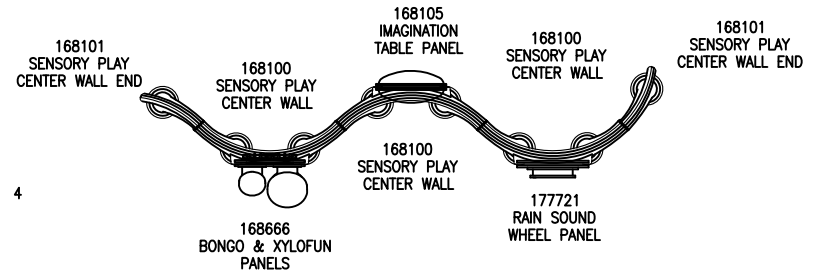


PlayBooster®
(5-12 years)

- hex roof
- Square roof
- arch accents
- panel w/bubble
- panel w/hourglass
- panel w/hour
- grade grass ramp
- vibe grass
- perm grass
- flush post
- kick plate



Estimated manufacturing time:
8 weeks from the
time of LSI order acceptance.



THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGES 5-12 YEARS
UNLESS OTHERWISE NOTED ON PLAN.

THIS CONCEPTUAL PLAN WAS BASED ON
INFORMATION AVAILABLE TO US. PRIOR TO
CONSTRUCTION, DETAILED SITE INFORMATION
INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING
UTILITIES, SOIL CONDITIONS, AND DRAINAGE
SOLUTIONS SHOULD BE OBTAINED, EVALUATED, &
UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL
DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND
LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT,
AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES
SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT
HAS A CRITICAL HEIGHT VALUE TO MEET THE
MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF.
ASTM F1487 STANDARD CONSUMER SAFETY
PERFORMANCE SPECIFICATION FOR PLAYGROUND
EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT
REVISION). THE SUBSURFACE MUST BE WELL
DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY
IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER
FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

DESIGNED BY:

COPYRIGHT: 9/29/14
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

Date	Previous Drawing #	Initials

Botanical Gardens

Landscape Structures

SYSTEM TYPE:
Playbooster

DRAWING #:
70924-1-2





FOR A BETTER TOMORROW
WE PLAY TODAY

shapedbyplay.com

Proudly presented by:



Bobble Rider™, Double

Model #164075 September 19, 2018



FOR A BETTER TOMORROW
WE PLAY TODAY

shapedbyplay.com

Contract 22-02

Proudly presented by:



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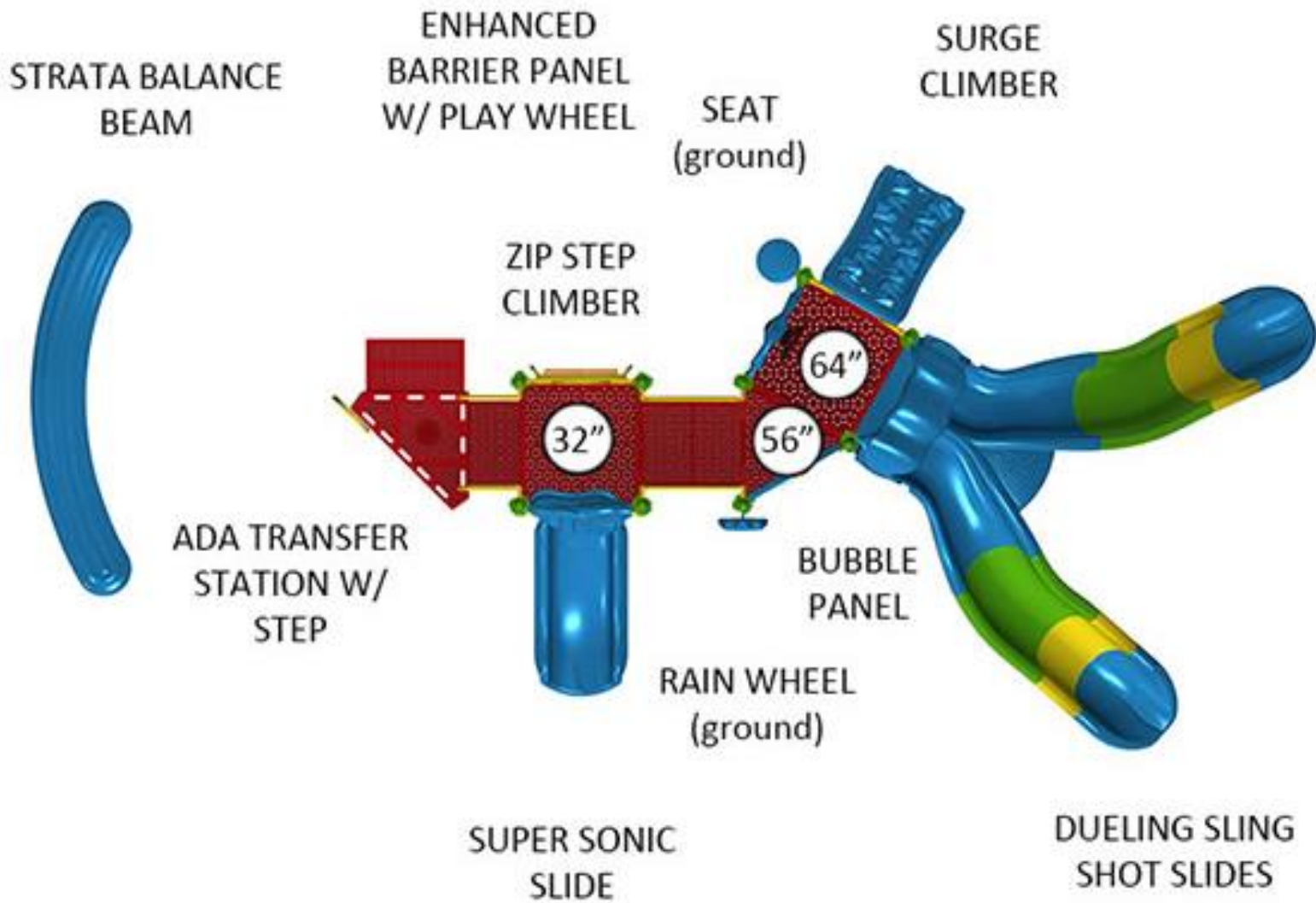
Picnic Table Location



Maple Avenue Park



Creators Cove – Playground Outfitters





**Better playgrounds.
Better world.®**
playlsi.com

Contract 22-02

Proudly presented by:



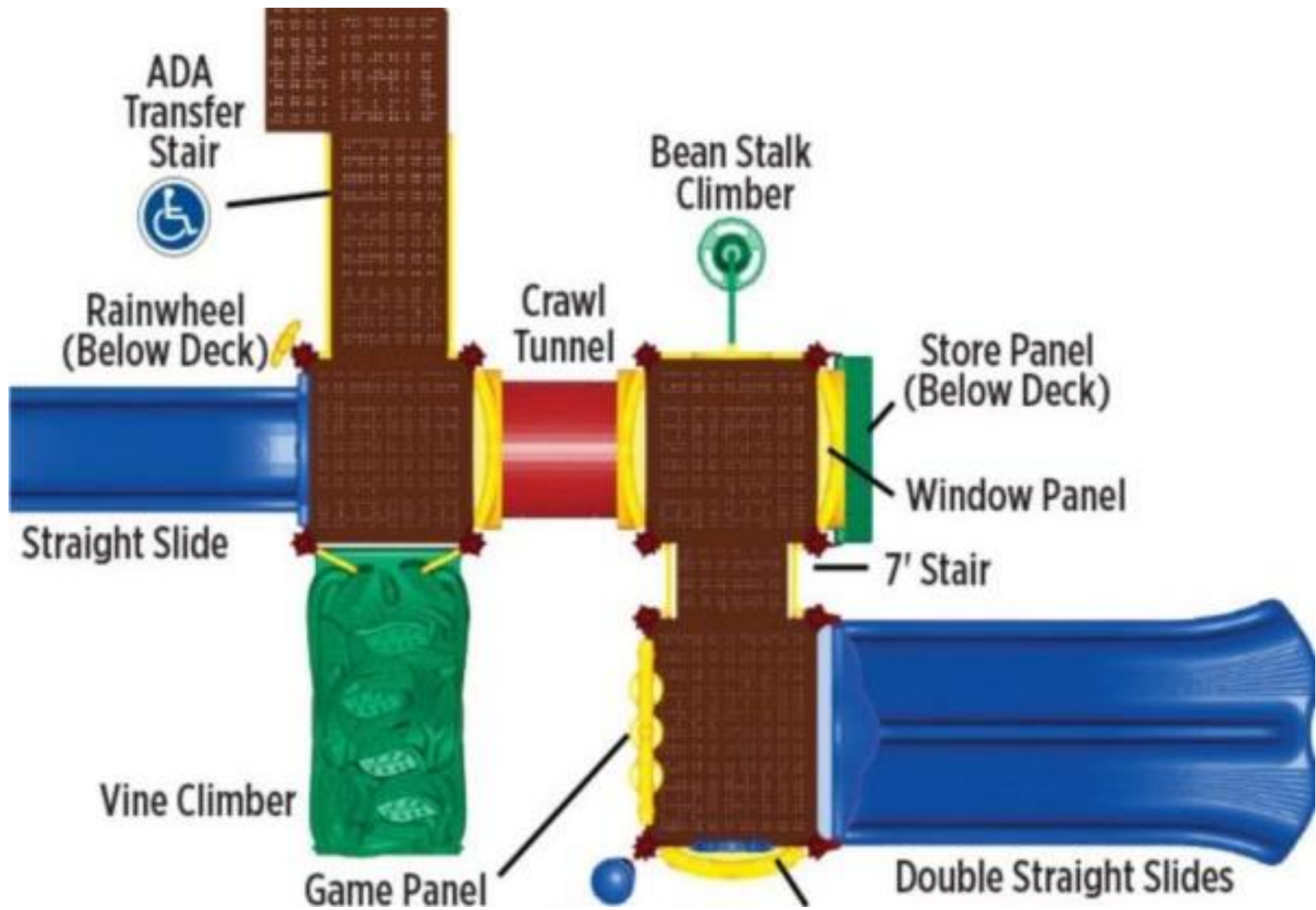
Picnic Table Location



Veterans' Park



Carson's Canyon – Playground Outfitters





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Bench Location



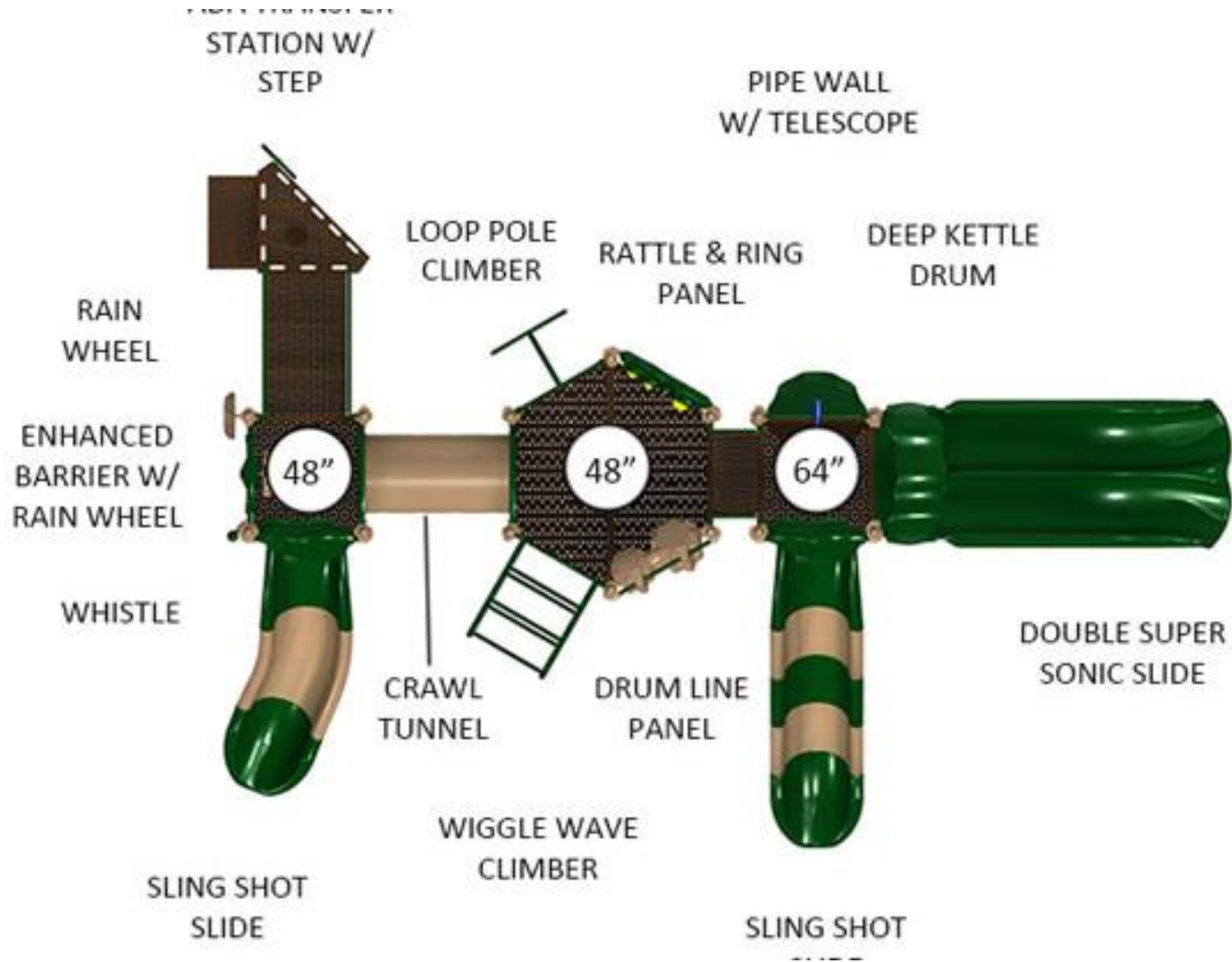




Vilone Park



Jumping Jacks – Playground Outfitters



MOTION



MOTION

2 to 5 years

This accessible playstructure packs 16 activities into its compact structure. Kids can clamber up the climbers, through the inclined tunnel and among the patterned decks, or settle into the cozy corner complete with a tabletop for imaginative play. Along the way there are cut-out shapes to peek through, bongos and ring-a-bells to play, and geometric shape-and-fit games.

Minimum area required:

22' 6" x 23' 11" (6,86 m x 7,29 m)

Maximum fall height:

32" (0,81 m)

- Compact structure
- Built-in shade
- Available with Sand Table or Flat Play Table
- ADA compliant
- Chose one ProShield® color, one polyethylene color and three Permalene® colors
- Direct bury or surface mount

#197057



* SUMMIT * TREE TOPS * SPRIG * BILLOWS * BREEZE * BEACHCOMBER * VENTI * MOTION * CUBE * CENTRE * FIRE STATION * MARKET CAFE * LOFT * NOOK *



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Model #164075 September 19, 2018



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All Parks

Recycled Contour Series Bench & Poly Picnic Table



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Contract 22-02

Proudly presented by:



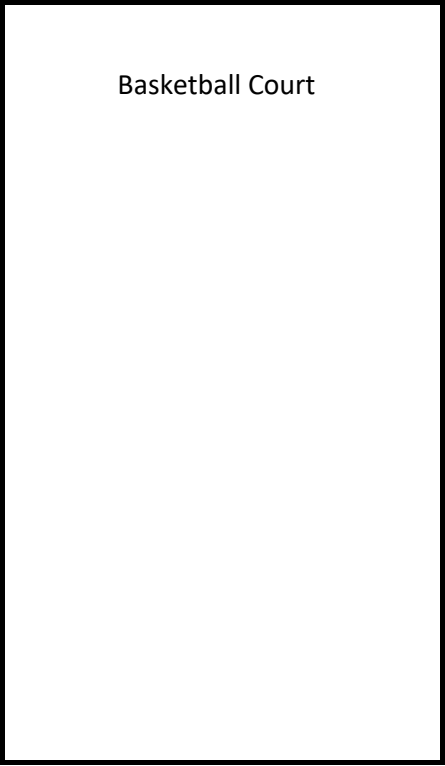
Page 69 of 94





Junction Park

Junction Park
(before)

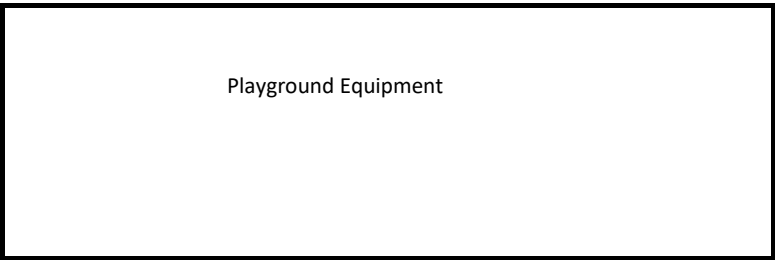


broken drainage area

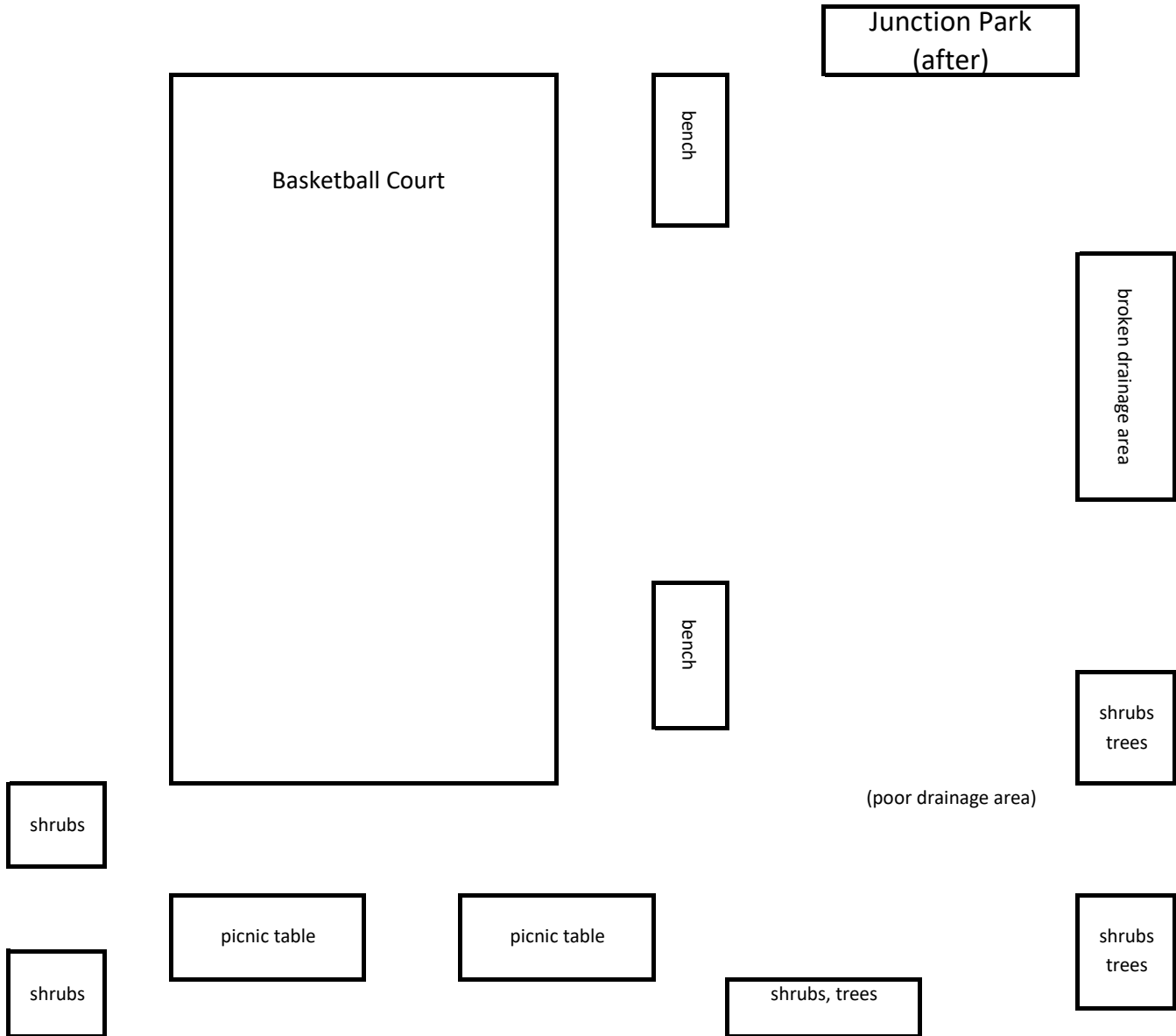
picnic table

(poor drainage area)

bench



bench



Notes:

1. Pet waste station @ entrance to par
2. Trash can @ entrance to park
3. Native shrubs and small trees @ perimeter

Bryan Martin Park

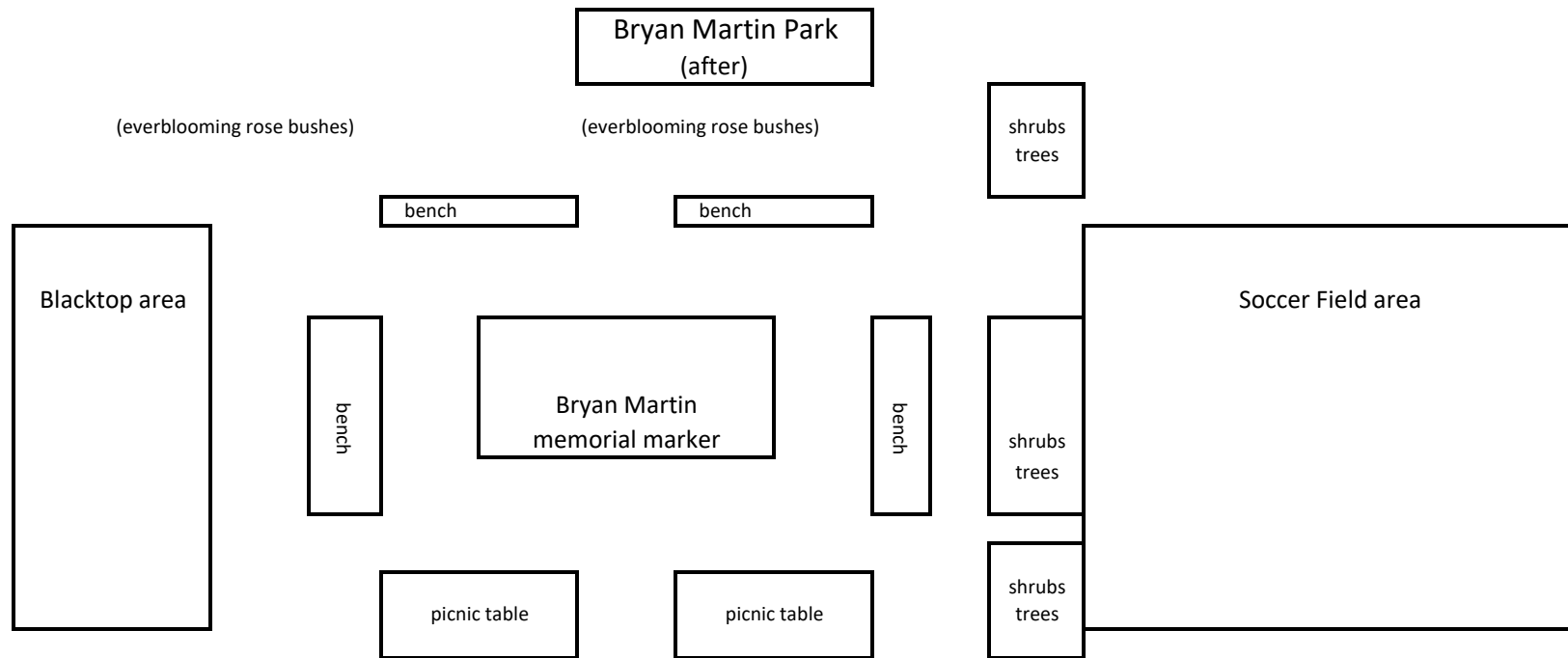
Brian Martin Park
(before)

Blacktop area

Empty frame

Playground

Soccer Field area



Notes:

1. Pet waste station @ entrance to park
2. Trash can @ entrance to park
3. Everblooming rose bushes @ back perimeter
3. Native shrubs, perennial grasses, and/or small trees @ perimeter
4. Memorial marker on frame/rock/etc. (correct spelling --> Bryan)
5. Blacktop area: possible foursquare, court game, etc.

Bark Park



ATTACHMENT B

*Global Playgrounds -
Diversified Installations Co*

**TO: Town of Elsmere
Center State Development, LLC
11 Poplar St
Elsmere, DE 19805**

08/16/2022

RE: PLAYGROUND REVITALIZATION PACKAGE

Hello,

Here is our quote for product and turn-key installation. The description and pricing will be broken down by park.

The following is included in the price:

MAPLE AVENUE PARK

- INDEPENDENCE Playground unit, "RUINS" color scheme; supplied, delivered, tear out and removal from jobsite pre-existing units and installation of new including concrete footers. **\$27,000.00.**
 - FLIP FLOPPER color as seen, supplied, delivered and installed including concrete footer(s). **\$3,200.00**
 - 2 BAY /2 CANTILEVER SWING "RAINFOREST GREEN" supplied delivered and installed including concrete footers. **\$6,100.00**
 - 2 BAYS WITH BELT SEATS.
 - 2 CANTILEVER ARMS WITH TODDLER SEATS.
 - 6' BENCHES WITH BACKS supplied, delivered and installed. ([2@\\$1,450.00](#) /each). **\$2,900.00.**
 - 6' BENCHES without BACKS supplied, delivered and installed. ([2@\\$900.00](#) /each). **\$1,800.00.**
 - PICNIC TABLES supplied, delivered and installed. ([2@\\$1,700.00](#) each). **\$3,400.00.**
 - POUR IN PLACE and stone subsurface. Supplied, delivered and installed. **\$61,308.50.**
 - TEAROUT, DUMPSTERS, TRACTOR RENTAL. **\$1,901.25.**
- \$107,609.75**

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VETERAN'S PARK

- RICHARDSON Playground unit, “PATRIOTIC” color scheme; supplied, delivered, tear out and removal from jobsite pre-existing unit and installation of new including concrete footers. **\$38,000.00.**
 - FILBERT FROG fun bouncy, color as seen, supplied, delivered and installed including concrete footer. **\$1,150.00.**
 - FLIP FLOPPER color as seen, supplied, delivered and installed including concrete footer(s). **\$3,200.00**
 - 2 BAY /2 CANTILEVER SWING “PACIFIC BLUE” color scheme, supplied delivered and installed including concrete footers. **\$6,100.00**
 - 2 BAYS WITH BELT SEATS.
 - 2 CANTILEVER ARMS WITH TODDLER SEATS.
 - 6’ BENCH WITH BACK supplied, delivered and installed (2 @\$1,450.00 each). **\$2,900.00.**
 - 6’ BENCHES without BACKS supplied, delivered and installed. ([2@\\$900.00](#) /each). **\$1,800.00.**
 - 6’ PICNIC TABLE supplied, delivered and installed. ([2@\\$1,700.00](#) each). **\$3,400.00.**
 - 40’ FLAGPOLE (1) **\$10,800.00.**
 - POUR IN PLACE and stone subsurface. Supplied, delivered and installed. **\$59,579.50.**
 - TEAROUT, DUMPSTERS AND TRACTOR RENTAL. **\$1,901.25.**
- \$128,830.75**

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VILONE PARK

- MOUNTAIN VIEW Playground unit, “TROPICAL” color scheme, supplied, delivered, tear out of existing, installed including concrete footers. **\$35,550.00**
- STEAMBOAT SPRINGS Playground unit, “SWAMP” color scheme, supplied, delivered tear out of existing, installation including concrete footers. **\$36,000.00.**
- FIP FLOPPER supplied, delivered and installed with concrete footer. **\$3,200.00.**
- 3 BAY SWING “PACIFIC BLUE” color, supplied delivered and installed with concrete footers. **\$7,100.00.**
 - 1 BAY WITH BELT SEATS.
 - 1 BAY WITH TODDLER SEATS (BUCKETS).
 - 1 BAY with (2) ADAPTIVE SEATS.
- 6’ BENCHES WITH BACKS supplied and installed ([2@\\$1,450.00](#) each) **\$2,900.00.**
- 6’ BENCHES WITHOUT BACKS supplied, delivered and installed ([2@\\$900.00](#) each) **\$1,800.00.**
- 6’ PICNIC TABLES supplied, delivered and installed ([4@\\$1,700.00](#) each). **\$6,800.00.**
- POUR IN PLACE, stone subsurface. Supplied, delivered and installed. **\$73,187.50.**
- TEAROUT, DUMPSTERS AND TRACTOR RENTAL. **\$1,901.25.**

\$168,438.75

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WALLING PARK LINDEN AVENUE

- QUAKER MILL Playground unit, “ELECTRIC” color scheme, supplied, delivered, tear out and removal of existing and installation of new including concrete footers. **\$82,000.00.**
 - SNAKE BALANCE TRACK Playground equipment, supplied, delivered and installed including concrete footers. **\$16,000.00**
 - FLOWER STEPS (3) AND FLOWER DRUMS (2) Playground equipment, supplied, delivered and installed. **\$12,500.00.**
 - FILBERT FROG fun bouncy, color as seen, supplied, delivered and installed with footer. **\$1,150.00.**
 - 3 BAY SWING “PACIFIC BLUE” color, supplied, delivered and installed with concrete footers. **\$7,100.00.**
 - 1 BAY WITH BELT SEATS.
 - 1 BAY WITH TODDLER SEATS (BUCKETS).
 - 1 BAY with (2) ADAPTIVE SEATS
 - 6’ BENCHES WITH BACKS supplied, delivered and installed ([4@\\$1,450.00](#)). **\$5,800.00.**
 - 6’ PICNIC TABLE supplied, delivered and installed ([4@\\$1,700.00](#)). **\$6,800.00.**
 - POUR IN PLACE, stone sub-surfacing. Supplied, delivered and installed. **\$105,687.50.**
 - TEAROUT, DUMPSTERS AND TRACTOR RENTAL. **\$1,901.25.**
- \$238,938.75**

Global Playgrounds – Diversified Installations Co

We respectfully request a single point of contact in hopes of alleviating misinformation or confusion during the project. This person would need to be:

- well familiarized with most aspects of the project.
- compile any questions from the Town and present them to Girard to answer.
- provide authorization for minor changes.
- validate work completion and sign-off on payment requests.
- provide final punch list prior and during second mobilization.

Underground utility check to be scheduled by "Owner", must be marked and completed 24 hours prior to our scheduled arrival. Any required Permits and/or inspections to be arranged and paid for by "owner/client". Permit fees are not included. Prices are valid through and must be placed by 08/20/2022.

Terms: Deposit required, with weekly progress draw as follows:

INITIAL DEPOSITS

- | | |
|---|---------------------|
| • Playground equipment special order, all (4) four parks. | \$95,000.00 |
| • Poured rubber materials. | <u>\$100,000.00</u> |
| | \$195,000.00 |

PHASE I INSTALLATION – FIRST MOBILIZATION

- | | |
|--|---------------------|
| • Demo and disposal of existing playground equipment. | \$24,000.00 |
| • Stone base for safety surfacing and footers for play units,
Swing sets installed. | <u>\$38,000.00</u> |
| | \$62,000.00 |
| • Poured rubber safety surfacing installed to 90% completion. | \$110,000.00 |

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PHASE II INSTALLATION – SECOND MOBILIZATION

- Playground equipment delivered, received. \$82,000.00
- Playground equipment installed, completing 1 park at a time, except for poured in place rubber which will be at a date designated according to weather and temperatures adequate for proper curing. \$128,000.00
\$210,000.00
- Remaining 10% of poured rubber safety surfacing completed. Safety surfacing punch list completed during this mobilization. **\$37,000.00**
- Final clean-up and Punch list completed during second mobilization. **\$29,818.00**

Thank you,

X _____
Town of Elsmere authorized representative.



Jeanette Gallagher
GPDIPresident

Global Playgrounds - Diversified Installations Co

Jasper, FL 32052 Haines City, FL 33844 Aberdeen, MD 21001
386-938-2016
gpdiplaygrounds@outlook.com
www.parkandplaygrounds.com

Due to the nature of basic installation and the use of heavy machinery, the topography of the site area will inevitably be disturbed. Although we try our best we are not a landscape company but will attempt to address the areas in which we have disturbed. Light machine back dragging will be completed by us. Other reconstruction if need be will need to be completed by "other" at "property owners" expense.

ATTACHMENT B2

Diana Reed

From: Diana Reed
Sent: Friday, August 12, 2022 10:26 AM
To: GIRARD DAUSCH; Jeanette Gallagher
Cc: John Giles; Steve Martin; Anthony Gaines
Subject: Town of Elsmere Playground Bid

Good Morning Jeanette and Girard,

We have GREAT NEWS! The Mayor and Council approved your proposal in the amount of \$643,818.00 for the revitalization of Maple Avenue, Veteran's, Vilone and Joseph Walling Parks per your revised submission on August 8th. We would like to discuss the timing of this project next week. In addition, the following color schemes have been selected below:

Maple Avenue Park – "Ruins" Color Scheme

Veterans Park – "Patriotic" Color Scheme

Joseph Walling Park – "Electric" Color Scheme

Vilone Park – Larger Structure in "Tropical" Color Scheme – Smaller Structure in "Swamp" Color Scheme -

Please feel free to reach out with any questions you may have and please prepare an official contract for final signatures.

Thank you very much for your time and cooperation. I hope you have a great weekend.

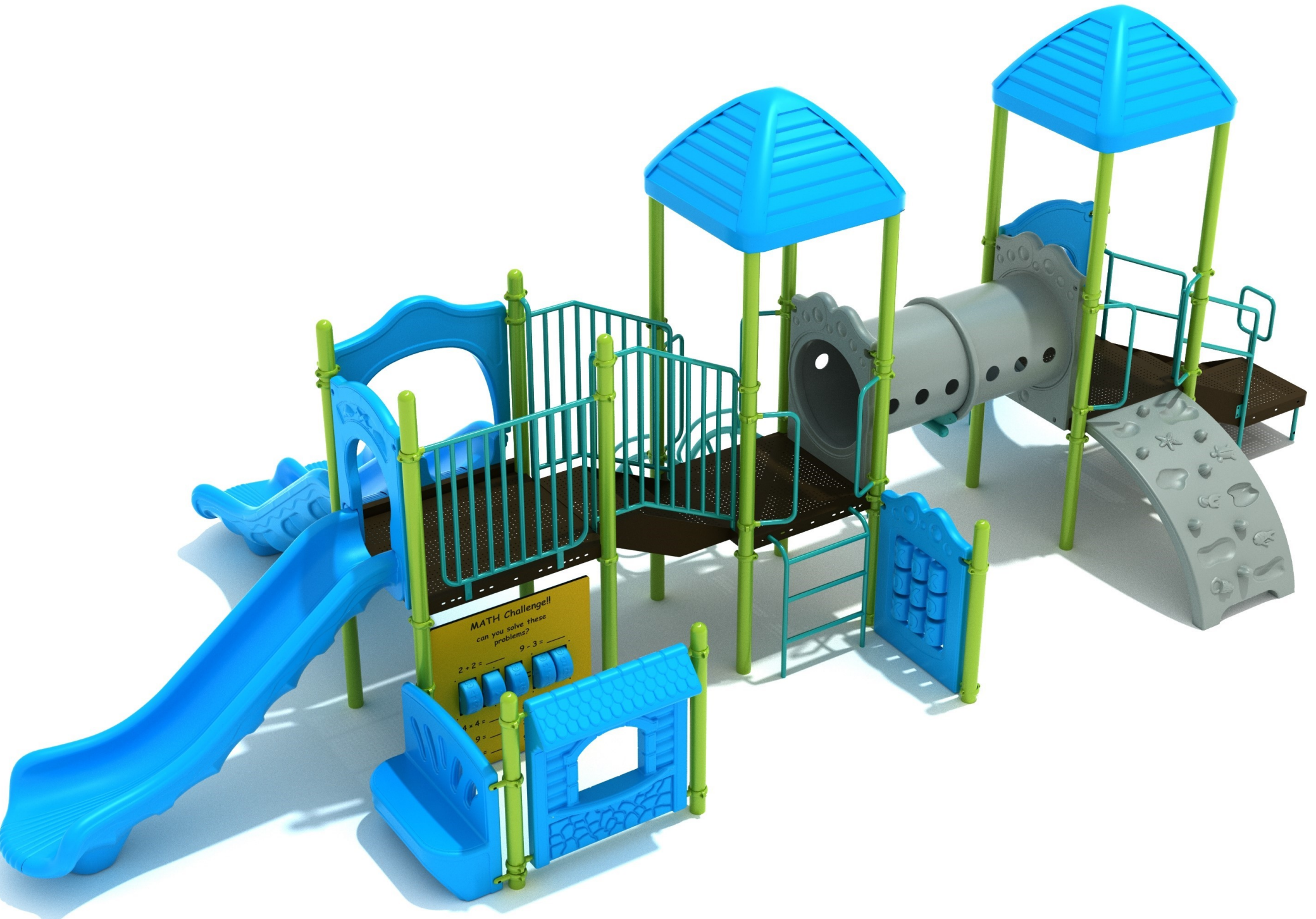
Diana Reed, MMC

Town Clerk
Town of Elsmere
(302) 998-2215 (P)
(302) 998-9920 (F)

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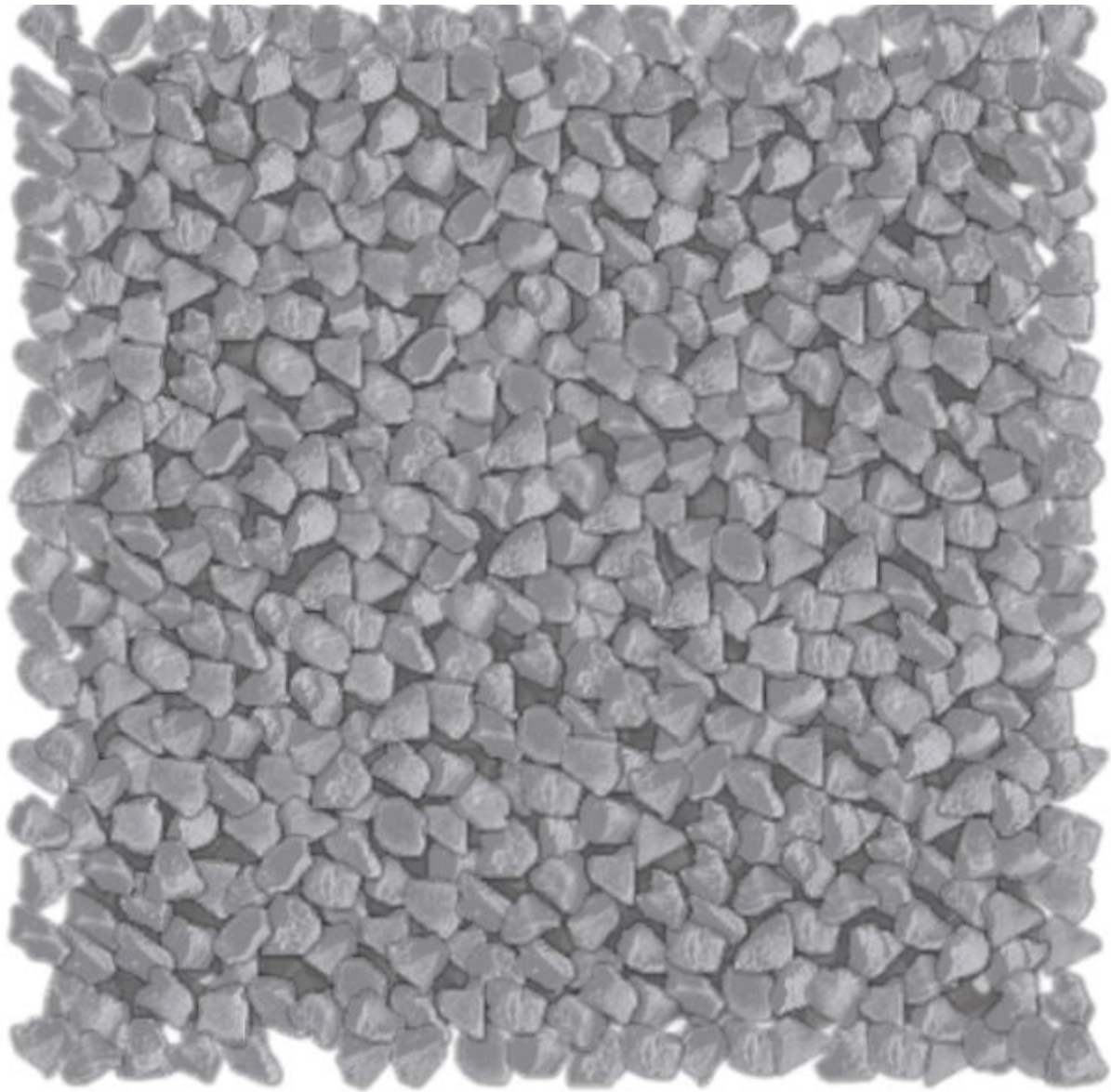




MATH Challenge!!
can you solve these problems?
 $2 + 2 =$ $9 - 3 =$
 $4 \times 4 =$
 $9 =$
 $8 =$







LIGHT GREY POURED-IN-PLACE RUBBER FLOORING

ATTACHMENT C

*Global Playgrounds -
Diversified Installations Co*

**TO: Town of Elsmere
Center State Development, LLC
11 Poplar St
Elsmere, DE**

08/23/2022

RE: PLAYGROUND REVITALIZATION TERMS

Here is a new description of draw/terms set up in lieu of performance bond and initial deposit. From conversations you have had with Girard, a 10 business day from draw completion (as described below and to include holiday[s]) term structure between GPDI and the Town of Elsmere has been deemed suitable/mutually agreed upon.

DEMO, STONE PLAYGROUND SURFACE BASE, FOOTERS FOR PLAYGROUNDS AND ORANGE CONSTRUCTION FENCING. **\$92,000.00**

POURED RUBBER INSTALLED TO 90% (FOOTERS TO REMAIN CLEAR AND ACCESSABLE FOR INSTALLATION PURPOSES. **\$215,000.00**

EQUIPMENT FOR PROJECT DELIVERED **\$160,000.00**

EQUIPMENT INSTALLED **\$100,000.00**

POURED RUBBER BALANCE OF PROJECT COMPLETED **\$40,000.00**

FINAL WALK-THRU, PUNCHLIST AND CLEAN-UP **\$36,818.00**

Thank you,



Jeanette Gallagher
GPDI President

Global Playgrounds - Diversified Installations Co

Jasper, FL 32052 Haines City, FL 33844 Aberdeen, MD 21001

386-938-2016

gpdiplaygrounds@outlook.com

www.parkandplaygrounds.com

Due to the nature of basic installation and the use of heavy machinery, the topography of the site area will inevitably be disturbed. Although we try our best we are not a landscape company but will attempt to address the areas in which we have disturbed. Light machine back dragging will be completed by us. Other reconstruction if need be will need to be completed by "other" at "property owners" expense.

ATTACHMENT D



Warranty Information

- **100 year limited warranty on aluminum and steel upright posts against structural failure due to deterioration, corrosion, or workmanship.**
- **100 year limited warranty on hardware against structural failure due to deterioration, corrosion, or workmanship.**
- **100 year limited warranty on post caps and clamps against structural failure due to deterioration, corrosion, or workmanship.**
- **15 year limited warranty on rails, rungs, rigid climbers, loops and decks against structural failure or workmanship.**
- **15 year limited warranty on all HDPE and rotational molded plastic components against structural failure due to materials or workmanship.**
- **5 year limited warranty on cables and nets against premature wear due to natural deterioration or manufacturing defects.**
- **5 year limited warranty on Swing Set Frames and Frame Hardware**
- **5 year limited warranty on PVC coating against cracking and peeling.**
- **3 year limited warranty on all blow molded plastics against structural failure due to materials or workmanship.**
- **1 year limited warranty on moving parts against structural failure due to materials or workmanship.**
- **1 year limited warranty on all materials and products not covered above against failure due to materials or workmanship including swing parts (seats, hangers, chains, connectors).**
- **1 year limited warranty on all adult fitness equipment.**

[PlaygroundEquipment.com](https://www.playgroundequipment.com) warrants to its original customer for as long as the original customer owns the product and uses the product with normal use, installation, and maintenance in accordance with published specifications to be free from defects in materials and workmanship.

This warranty does not cover damage from misuse, vandalism, modified parts or damage such as dents, scratches, fading/weathering and normal wear and tear. The warranty does not cover the cost of freight or labor for removal and installation of repaired or replacement parts.

Warranty claims must be filed within the applicable warranty period. Replacement parts carry the applicable warranty from the date of shipment of the replacement part.

Repair/Replacement orders for warranted products will be for the component part only. (Not the entire product.) Contact your [PlaygroundEquipment.com](https://www.playgroundequipment.com) distributor for a return authorization.

Warranties are limited to repair or replacement of defective parts. A repaired or replacement part is covered only for the original warranty period. All warranties begin on the delivery date of the goods. Warranties are non-transferable and only apply to end users who purchase new products directly from [PlaygroundEquipment.com](https://www.playgroundequipment.com) or an authorized [PlaygroundEquipment.com](https://www.playgroundequipment.com) distributor for personal or business use and not for purpose of re-distribution or re-sale. No other warranties apply.

Warranty as of 4/10/20