Memorandum

MIAMI-DADE COUNTY

Date: November 3, 2009

Agenda Item No. 8(G)(1)(B)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing a Memorandum of Understanding with the City of Miami for a playground at the Liberty Square Public Housing Development

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve and authorize the County Mayor or the County Mayor's designee to execute a Memorandum of Understanding (MOU) with the City of Miami (City) for the funding, construction, and installation of a playground for the children of Liberty Square, a public housing development managed by the Miami-Dade Public Housing Agency (MDPHA).

Scope

The playground will be located behind the existing Liberty Square Community Center located at 6304 NW 14th Avenue, which is in Commission District 2.

Fiscal Impact

The City of Miami will provide in an amount not to exceed $100,000 for the construction and installation of the playground as well as the proper surfacing under and in the playground area. The funds will not be given directly to the County, but will be used by the City to construct the playground on the public housing site.

MDPHA will maintain the playground which is part of the Liberty Square public housing development.

Track Record/Monitor

The MOU between the County and City establishes the responsibilities, project management, indemnification, insurance, termination/remedies, record retention/ownership, standards of compliance, relationship between the parties, and general provisions. MDPHA, as the project manager, is responsible for overall coordination and oversight relating to the performance of this MOU.

Background

Liberty Square is one of the agency's largest family developments boarded on the north by NW 67th Street, south by NW 62nd Street, east by 12th Avenue, and west by 17th Avenue. There are 710 dwelling units and approximately 830 children under 15 years of age. Liberty Square has a fenced basketball court; however it currently lacks a children's playground area. The Liberty City Trust and Liberty Square Resident Council approached the County to seek development of an onsite playground to provide a safe haven for the children who reside in this community.

On September 10, 2009, the Miami City Commission adopted Resolution R-09-0422 (Attachment A) which allocated an amount not to exceed $100,000.00 to fund the construction of a green play structure and playground, and authorized the City Manager to execute a MOU (Attachment B) with the County. The purpose of the MOU is to ensure for the funding, construction and maintenance of a playground for the children of Liberty Square. The parties recognize that a playground constructed

within the boundaries of the public housing development will provide a safe haven for the children who reside within the development.

The County, as owner of the playground will be issued a general guarantee and limited warranty certificate from Playworld Systems, Inc. The County will ensure that the green playstructure and playground, and the development is secured by perimeter fencing and will properly maintain the playground for its lifetime, including the equipment and surfacing and general ground maintenance such as trash removal (Attachment C).

Attachments

Cynthia W. Curry
Senior Advisor to the County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: November 3, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(G)(1)(B)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(G)(1)(B)
11-3-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MIAMI-DADE COUNTY, AND THE CITY OF MIAMI FOR THE FUNDING, CONSTRUCTION, AND INSTALLATION OF A PLAYGROUND TO BE LOCATED WITHIN THE BOUNDARIES OF THE LIBERTY SQUARE PUBLIC HOUSING DEVELOPMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, the Board authorizes the County Mayor or the Mayor's designee to execute the Memorandum of Understanding (MOU), with the City of Miami, in substantially the form attached hereto, for the funding, construction, and installation of a playground to be located within the boundaries of the Liberty Square Public Housing Development; and authorizes the County Mayor or the County Mayor's designee to take all actions necessary to accomplish same and to execute all necessary agreements following approval by the County Attorney's Office; and to exercise amendment, modification, renewal, cancellation and termination clauses on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of November, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY THIS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

ATTACHMENT A

City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Master Report

Resolution R-09-0422

File ID #: 09-00714 **Enactment Date:** 9/10/09

Version: 2 **Controlling Body:** City Commission **Status:** Mayor's Office for Signature

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI AND MIAMI-DADE COUNTY, FOR THE PURPOSE OF THE CITY OF MIAMI TO FUND, WITH A GRANT FROM THE MEDICAL HEALTH GROUP WITH SUPPORT FROM THE NATIONAL FOOTBALL LEAGUE, IN AN AMOUNT NOT TO EXCEED $100,000, THE CONSTRUCTION/INSTALLATION OF A PLAYGROUND FOR THE LIBERTY SQUARE PUBLIC HOUSING DEVELOPMENT.

Reference: **Introduced:** 6/17/09

Name: Execute MOU-Liberty Square Playground

Requester: District 5- Vice Chair Michelle Spence-Jones **Cost:** **Final Action:** 9/10/09

Notes:

Sections:

Indexes:

Attachments: 09-00714 Legislation.pdf, 09-00714 Exhibit 1.pdf, 09-00714 Exhibit 2.pdf

Action History

Ver.	Acting Body	Date	Action	Sent To	Due Date	Returned	Result
1	Office of the City Attorney	9/9/09	Review Pending				
2	City Commission	9/10/09	ADOPTED WITH MODIFICATIONS				1

A motion was made by Michelle Spence-Jones, seconded by Marc David Sarnoff, that this matter be ADOPTED WITH MODIFICATIONS. The motion carried by the following vote:
Aye: 4 - Marc David Sarnoff, Joe Sanchez, Tomas Regalado and Michelle Spence-Jones
Absent: 1 - Angel González

City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Text File Report

File ID: 09-00714	**Type:** Resolution	**Status:** Mayor's Office for Signature
Enactment #: R-09-0422		**Enactment Date:** 9/10/09
Version: 2	**Introduced:** 6/17/09	**Controlling Body:** City Commission

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI AND MIAMI-DADE COUNTY, FOR THE PURPOSE OF THE CITY OF MIAMI TO FUND, WITH A GRANT FROM THE MEDICAL HEALTH GROUP WITH SUPPORT FROM THE NATIONAL FOOTBALL LEAGUE, IN AN AMOUNT NOT TO EXCEED $100,000, THE CONSTRUCTION/INSTALLATION OF A PLAYGROUND FOR THE LIBERTY SQUARE PUBLIC HOUSING DEVELOPMENT.

WHEREAS, Miami-Dade County ("County") owns and operates through its housing department, the Miami-Dade Housing Agency, a public housing development commonly known as the Liberty Square Public Housing Development ("Liberty Square"); and

WHEREAS, Liberty Square presently lacks a playground area for the children who reside with their families in the public housing development; and

WHEREAS, the City of Miami ("City"), the County and the residents desire to create a safe environment for the children of Liberty Square; and

WHEREAS, the City desires to assist the County via its housing agency by funding, with a grant from the Medical Health Group with support from the National Football League, the construction/installation of a playground area for the children of Liberty Square to be located at 6304 Northwest 14 Avenue, Miami, Florida; and

WHEREAS, the City Commission wishes to authorize the City Manager to execute a Memorandum of Understanding, in substantially the attached form, for this purpose;

NOW, THEREFORE, BE IT RESOLVED, BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble of this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The City Manager is authorized{1} to execute a Memorandum of Understanding, in substantially the attached form, between the City and the County, for the purpose of the City to fund, with a grant from the Medical Health Group with support from the National Football League, in an amount not to exceed $100,000, the construction/installation of a playground for Liberty Square.

CITY ATTORNEY

Substitute Item - RE-14
9-10-09 mtg.

City of Miami

Legislation

Resolution

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

SUBMITTED INTO THE PUBLIC RECORD FOR ITEM RE 14 ON 9-10-09.

THIS DOCUMENT IS A SUBSTITUTION TO ORIGINAL. BACKUP ORIGINAL CAN BE SEEN AT THE END OF THIS DOCUMENT.

File Number: 09-00714 **Final Action Date:**

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI AND MIAMI-DADE COUNTY, FOR THE PURPOSE OF THE CITY OF MIAMI TO FUND, WITH A GRANT FROM THE MEDICAL HEALTH GROUP WITH SUPPORT FROM THE NATIONAL FOOTBALL LEAGUE, IN AN AMOUNT NOT TO EXCEED $100,000, THE CONSTRUCTION/INSTALLATION OF A PLAYGROUND FOR THE LIBERTY SQUARE PUBLIC HOUSING DEVELOPMENT.

WHEREAS, Miami-Dade County ("County") owns and operates through its housing department, the Miami-Dade Housing Agency, a public housing development commonly known as the Liberty Square Public Housing Development ("Liberty Square"); and

WHEREAS, Liberty Square presently lacks a playground area for the children who reside with their families in the public housing development; and

WHEREAS, the City of Miami ("City"), the County and the residents desire to create a safe environment for the children of Liberty Square; and

WHEREAS, the City desires to assist the County via its housing agency by funding, with a grant from the Medical Health Group with support from the National Football League, the construction/installation of a playground area for the children of Liberty Square to be located at 6304 Northwest 14 Avenue, Miami, Florida; and

WHEREAS, the City Commission wishes to authorize the City Manager to execute a Memorandum of Understanding, in substantially the attached form, for this purpose;

NOW, THEREFORE, BE IT RESOLVED, BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble of this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The City Manager is authorized{1} to execute a Memorandum of Understanding, in substantially the attached form, between the City and the County, for the purpose of the City to fund, with a grant from the Medical Health Group with support from the National Football League, in an amount not to exceed $100,000, the construction/installation of a playground for Liberty Square.

Section 3. This Resolution shall become effective immediately upon its adoption and signature

of the Mayor.{2}

APPROVED AS TO FORM AND CORRECTNESS:

JULIE O. BRU
CITY ATTORNEY

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.
{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

THIS DOCUMENT IS A
SUBSTITUTION TO ORIGINAL
BACKUP. ORIGINAL CAN BE SEEN
AT THE END OF THIS DOCUMENT.

MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE COUNTY AND THE
CITY OF MIAMI

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this ____day of_____, 2009 by and between the Miami-Dade County, a political subdivision of the State of Florida (hereinafter "County"), and the City of Miami, a body politic (hereinafter "City").

RECITALS

WHEREAS, on _____, 200____, the City Commission adopted Resolution No. _____ which authorized the City to allocate _____ in _____ funds for _____; and

WHEREAS, the County owns and operates through its housing department, Miami-Dade Housing Agency, a public housing development commonly known as the Liberty Square Public Housing Development (hereinafter "Liberty Square"); and

WHEREAS, Liberty Square presently lacks a playground area for the children who reside with their families in the public housing development; and

WHEREAS, the City, the County and the residents desire to create a safe environment for the children of Liberty Square; and

WHEREAS, the City desires to fund the installation of a playground area for the children of Liberty Square to be located _____; and

WHEREAS, the Miami-Dade County Board of County Commissioners pursuant to Resolution No. _____ has authorized the County Mayor or the County Mayor's designee to execute this MOU with the City; and

WHEREAS, the Miami City Commission pursuant to Resolution No. _____ has authorized the City Manager or the City Manager's designee to execute this MOU with the County; and

NOW THEREFORE, in consideration of the premises and mutual covenants and promises contained herein, the County and the City agree as follows:

GAD #08-2552

ARTICLE I
PURPOSE

The purpose of this MOU is to ensure for the funding and installation of a playground for the children of Liberty Square. The parties recognize that a playground that is installed within the boundaries of the public housing development will provide a safe haven for the children who reside within the development. The use of the word "playground" for this MOU refers to the designated area located at Liberty Square where stationary and manipulative play equipment will be located to facilitate a child's physical, emotional, social, and intellectual development.

ARTICLE II
TERM OF THE MOU

2.1 The term of this MOU shall commence on the last date of execution by the parties and continue until _____20___ unless terminated by either party pursuant to Article VII below.

2.2 The parties agree that time is of the essence in the performance of each and every obligation under this MOU.

ARTICLE III
RESPONSIBILITIES OF THE PARTIES

3.1 City's Responsibilities. The City hereby agrees as follows:

(a) To solely fund and install the playground area to be located within Liberty Square. Subject to available funds, the maximum amount payable for services rendered under this MOU shall not exceed _____ ($_____).

(b) To fund and install the playground in substantially the design described in Exhibit A.

(c) To ensure that a warranty for the playground is issued in the name of Miami-Dade County in substantially the form attached hereto as Exhibit B.

(d) The design should comply with the safety standards established by the National Program for Playground Safety.

(1) Design an age-appropriate playground. The City will further ensure that the design and equipment complies with the standards established by the American Society for Testing and Materials (ASTM), which sets industry standards for playground equipment, and the standard for Public Use Playground Equipment;

(2) Provide proper fall surfacing under and in the playground area. The City shall consider the standards for fall surfacing recommended by the National Program for Playground Safety, including ensuring that twelve (12) inches of loose-fill surfacing is used to provide an extra measure of safety. "Loose-fill" choices may include sand, pea gravel, wood products (chips, mulch), and rubber products (i.e., shredded tires). The age of the children, as defined in this paragraph, who will use the playground shall be considered prior to the selection of the appropriate loose-fill.

(3) Ensure that the playground is not installed over cisterns, or near poisonous plants such as nightshade.

3.2 County's Responsibilities. The County hereby agrees as follows:

(a) To ensure that the playground and the public housing development are secured by fencing.

(b) To properly maintain the playground for its lifetime, including the equipment and the surfacing as well as the vendor's maintenance recommendations as more fully described in Exhibit C. The maintenance of the playground does not include any areas that require maintenance by a third party, including but not limited to any vendor who is leasing space in the community center adjacent to the newly installed playground. The County shall ensure that nuts and bolts are tightened and all other safety measures are taken into account. The County shall ensure that trash is picked up in the playground and shall maintain the loose-fill surface material at a proper depth to absorb any falls. Animals should be kept out of the area. Should the County fail to maintain the playground equipment and surfacing in accordance with this provision, the County shall, at its own expense, restore the playground equipment and/or surfacing to its original condition.

ARTICLE IV
PROJECT MANAGEMENT AND NOTICE

4.1 The Project Manager for the County is Alex Ballina, Director, Public Housing Division, Miami-Dade Housing Agency, 1401 N.W. 7th Street, Miami, Florida 33125. The Project Manager for the City is _____, telephone number (305) _____. The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this MOU.

4.2 All notices, demands, or other communications to Miami-Dade County under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Miami-Dade County
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Attn: County Manager

All notices, demands, or other communications to the City under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

City of Miami
3500 Pan American Drive
Miami, Florida 33133-5504
Attn.: City Manager

The County and the City shall also provide a copy of all notices to the Project Managers. All notices required by this MOU shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other parties.

ARTICLE V
INDEMNIFICATION

5.1 The County assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the County and the officers, employees, servants, and agents thereof. The County warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the County officers, employees, servants and agents while acting within the scope of their employment with the County.

5.2 The City assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the City and the officers, employees, servants, and agents thereof. The City warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the City's officers, employees, servants and agents while acting within the scope of their employment with the City.

5.3 The County and the City further agree that nothing contained herein shall be construed to interpret as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the United States or its agents and agencies to be sued; (3) the consent of the State of Florida or its agents and agencies to be sued; or (4) a waiver of sovereign

immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE VI
INSURANCE

6.1 The parties hereto acknowledge that the County and the City are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statues. The County and the City shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this MOU in accordance with the provisions of Section 768.28, Florida Statutes. The County and the City shall collect and keep on file documentation of insurance of any and all contractors contracted to provide the services or product used in conjunction with this MOU in any way. The County and the City shall further require all contractors to include the County and the City as named insured and shall provide the County and the City with a copy of the insurance policy purchased by any contractor prior to commencement of the Services.

ARTICLE VII
TERMINATION/REMEDIES

7.1 If any party fails to fulfill its obligations under this MOU in a timely and proper manner, the other parties shall have the right to terminate their participation under this MOU by giving written notice of any deficiency. The party in default shall then have thirty (30) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this MOU shall terminate at the expiration of the thirty (30) day time period.

7.2 Any party may terminate this MOU at any time for convenience upon ninety (90) calendar days prior written notice to the other party. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

7.3 In the event a dispute arises which the Project Managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

7.4 This MOU has no third-party beneficiaries (intended or incidental), who may enforce obligations of any party should the MOU be terminated.

ARTICLE VIII
RECORDS RETENTION/OWNERSHIP

The County and the City shall maintain records and each party shall have inspection and audit rights as follows:

8.1. Maintenance of Records: All parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this MOU including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination date of this MOU.

8.2. Examination of Records: All parties or their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this MOU. Such examination may be only within five years from the expiration or termination of this MOU and upon reasonable notice, time and place.

8.3. Extended Availability of Records for Legal Disputes: In the event that any party should become involved in a legal dispute with a third party arising from performance under this MOU, the other parties shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available.

ARTICLE IX
STANDARDS OF COMPLIANCE

9.1 The County and City, their employees, subcontractors, partners or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this MOU to which their activities are subject.

9.2 The County and the City shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes. Should the County and/or the City assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be both upon the County and the City.

9.3 All parties assure that no person shall be excluded on the grounds of race, color, creed, national original, handicap, age, sex, marital status, or sexual preference, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this MOU. All parties shall take all measures necessary to effectuate these assurances.

ARTICLE X
RELATIONSHIP BETWEEN THE PARTIES

10.1 The County and the City are independent contractors. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the County and the City, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

ARTICLE XI
GENERAL PROVISIONS

11.1 Notwithstanding any provisions of this MOU to the contrary, the parties shall not be held liable for any failure or delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this MOU shall otherwise remain in effect.

11.2 In the event any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this MOU by the parties, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other parties from performing any subsequent obligations strictly in accordance with the term of this MOU. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOU specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.4 Should any term or provision of this MOU be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not effect any other term or provision of this MOU, to the extent that the MOU shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.5 This MOU may be amended only with the written approval of the parties hereto.

11.6 This MOU states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this MOU. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This MOU shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this MOU on the date first written above.

ATTEST:
Harvey Ruvin, Clerk

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

_____
Deputy Clerk

By: _____
George M. Burgess
County Manager

Approved for legal form and sufficiency:

By: _____
Assistant County Attorney

CITY OF MIAMI, a municipal corporation of the State of Florida

ATTEST:

Priscilla A. Thompson,
City Clerk

_____
City Clerk

By: _____
Pedro G. Hernandez, P. E.
City Manager

Approved for legal form and sufficiency:

Approved as to Insurance Requirements:

By: _____
Julie O. Bru, City Attorney

_____
LeAnn Brehm, Director
City Risk Management

EXHIBIT "A"

PLAYMORE
Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

05/14/09

Job Number: 1685
Revision: A

Client: City of Miami
1950 NW 12 Ave
Miami FL 33136

Job: Liberty Square Park Playground
6404 NW 14 St.
Miami FL 33147

305-419-1304

Sales Rep: Anna Marie Rosinski **Terms:** Net 30

Item	Description	Quantity	Cost	Subtotal
1 Equipment				
Playmaker	Custom Play Structure. Drawing # 081938_A (2009 Pricing).	1	$24,703.00	$24,703.00
ZZXX9430	4Ft Border Timbers W/Stake	46	$40.00	$1,840.00
ZZXX0175	5-12 Years Old Risk Management Sign	1	$549.00	$549.00
ZZXX1418	Metal Trashcan Lid W/Cable Attachment	4	$89.00	$356.00
ZZXX1415	In-Ground Mount For Trashcan	4	$45.00	$180.00
ZZXX8060	Replacement 32 Gallon Plastic Container W/Lid	4	$35.00	$140.00
ZZXX1414	Perf Trashcan	4	$289.00	$1,156.00
ZZXX1451	Permanent Park Grill	3	$279.00	$837.00
ZZXX1424	8Ft Backless Coated Bench And Frame	2	$319.00	$638.00
ZZXX1403	8Ft Picnic Table (Coated Top & Frame)	5	$849.00	$4,245.00
ZZXX1405	Accessible Picnic Table (Coated Top & Frame)	1	$849.00	$849.00
ZZXX1409	Hold Down Kit	6	$59.00	$354.00
SWING-ARCH-	5In 2-Unit Arch Swing w/ 2 belt seats.	1	$2,416.00	$2,416.00
SWING-ARCH-	5In 2-Unit Arch Swing Add-A-Bay w/ 2 tot seats.	1	$2,023.14	$2,023.14
Discount Jax	City of Jacksonville SC-0511-06 5%	-1	$2,014.31	-$2,014.31
Zeager	12" of Engineered Woodcarpet for 2123 SF, priced per CY.	106	$17.00	$1,802.00
Zeager	Geotextile Fabric, 1500 sf per roll	2	$160.00	$320.00
Discount Jax	City of Jacksonville SC-0511-06 5%	-1	$106.10	-$106.10
Classic Rec	24'x30' Orlando Shetler. HR-36 roof, 4:12 roof pitch. 0 Columns, Direct Bury full, TGIC poly powder coat w/ zinc rich primer, provision for electrical. 150 mph 3 sec gusts. (Electrical work is to be provided by others).	1	$17,916.00	$17,916.00
Discount	Palm Beach Co. 08-051 5%	-1	$895.80	-$895.80

Notes: BUILDING PERMITS ARE NOT INCLUDED.

If local building department requires a different roofing material, the customer will be held responsible for any additional costs/charges.

**For the Miami-Dade Approved Standing Seam Roof Option, this will cost an additional $7,555.
If this option is preferred, then $7,555 will be added to this quote.**

21

PLAYMORE
Recreational
Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

05/14/09

Job Number: 1685
Revision: A

Client: City of Miami
1950 NW 12 Ave
Miami FL 33136

Job: Liberty Square Park Playground
6404 NW 14 St.
Miami FL 33147

Item	Description	Quantity	Cost	Subtotal
		Subtotal:		$57,307.93
2 Freight				
Freight	Playworld Freight to Miami, FL 33127.	1	$2,600.00	$2,600.00
Freight	Zeager Freight to Miami, FL 33127.	1	$1,670.00	$1,670.00
Freight	Classic Rec Freight to Miami, FL 33127.	1	$3,895.00	$3,895.00
		Subtotal:		$8,165.00
3 Installation				
PSI Installation	Installation of Playworld Equipment. City of Jacksonville SC-0511-06.	1	$12,246.99	$12,246.99
Zeager Install	Installation of Zeager Materials for 2123 SF, priced per CF. Per City of Jacksonville SC-0511-06.	2123	$0.75	$1,592.25
Installation	Installation of (1) 24'x30' Orlando Shelter.	1	$10,750.00	$10,750.00
Eng Drwgs	Engineered Sealed Drawings	1	$1,000.00	$1,000.00
Site Prep	Excavate 4" for 832 SF (26'x32') for concrete pad for shelter, leave spoils on site. Minimum Charge.	1	$2,000.00	$2,000.00
Concrete Pad	Provide & Install 4" Concrete pad for under shelter for 832 SF, priced per SF.	832	$6.60	$5,491.20
Storage	Storage Container	1	$750.00	$750.00
		Subtotal:		$33,830.44
		Grand Totals:		$99,303.37

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05-14-2009
Job Number: 1685
Revision: A

Client: City of Miami
1950 NW 12 Ave
Miami FL 33136

Job: Liberty Square Park Playground
6404 NW 14 St.
Miami FL 33147

General Terms:
Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:
Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC. Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

Installation Terms:

Standard Services Include:

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
- Moving New Equipment to Job Site
- Layout of Equipment
- Installation of Equipment and Materials Per Manufacture's Instructions
- Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
- Post-Installation Walk Through Maintenance Explanation

Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):

- Trash Disposal - Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) $500.00 Charge will Apply if Customer wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.
- Provide Access as Outlined below.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):

- Removal of Existing Equipment.
- Site Preparation and Grading.
- Building Permits.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

Other Notes:
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc, will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Loose-Fill Surfacing. The CPSC Public Playground Safety Handbook states "Never use less than 9 inches of loose-fill material. Shallower depths are too easily displaced and compacted." and "CPSC staff strongly recommends against installing playgrounds over hard surfaces, such as asphalt, concrete, or hard packed earth, unless the installation adds the following layers of protection. Immediately over the hard surface there should be a 3 - 6 inch base layer of loose-fill (e.g., gravel for drainage). The next layer should be a Geotextile cloth. On top of that should be a loose-fill layer ... Embedded in the loose-fill layer should be impact attenuating mats under high traffic areas, such as under swings, at slide exits, and other places where displacement is likely. ... Older playgrounds that still exist on hard surfacing should be modified to provide appropriate surfacing." Playmore strongly recommends that these guidelines be followed. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance Signature _____ Date _____ P.O. # _____

Liberty City Square Park
Miami, Florida

Red

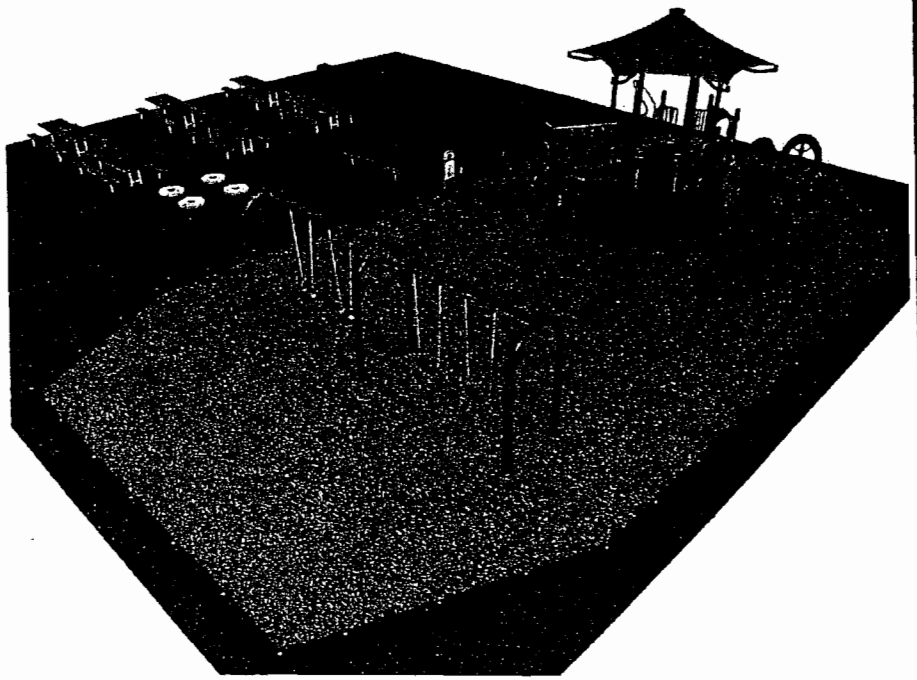
Brown
PlayArmour™

Sand

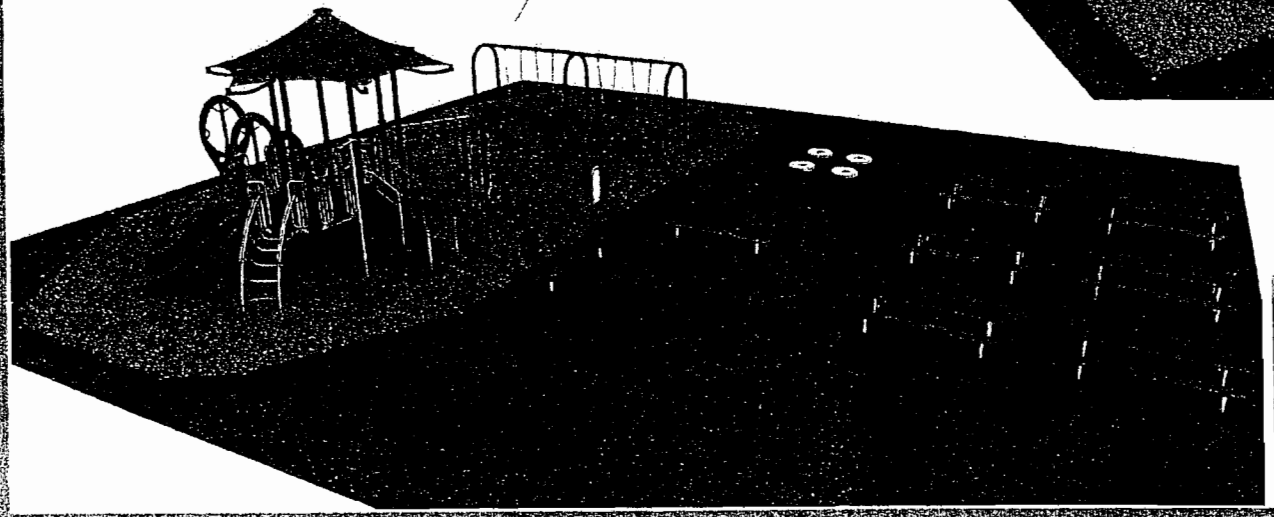
Blue

Blue
PlayArmour™

View B



View A



PLAYWORLD SYSTEMS®
The world needs play.®

1000 Buffalo Road
Lewisburg, PA 17837
Phone 570.522.8800 • 800.233.8404
Fax 570.522.8020

Playmore Recreational Products & Services
10271 Deer Run Farms Rd Suite #1
Fort Myers, FL 33966

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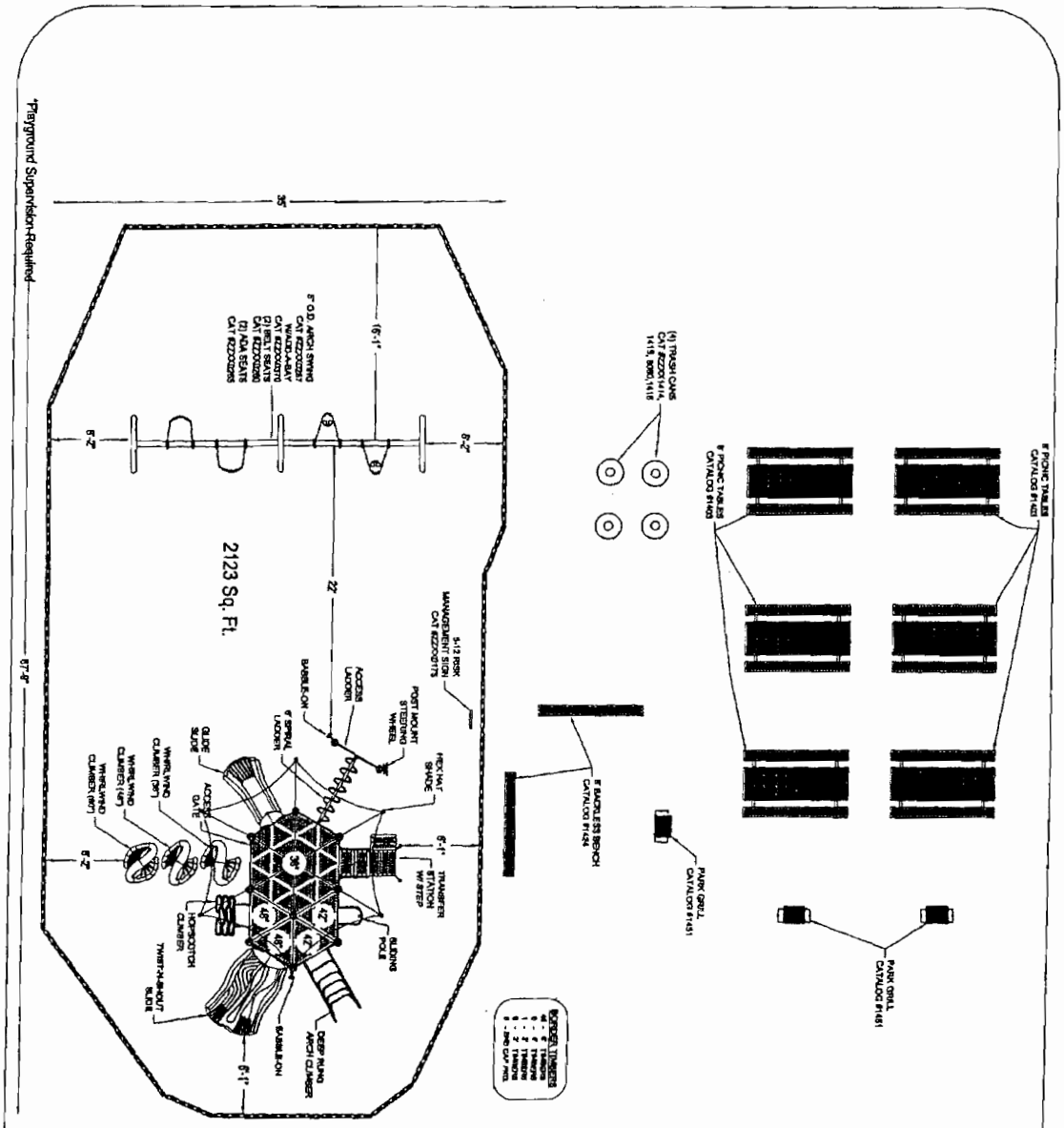
8-Oct-08

SC



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PROJECT NO:	REV:	DATE:
081938.PLM	A	08-OCT-08
SYSTEM: PLAYMAKERS		SCALE: 1/8" = 1'-0"
SITE PLAN		DRAWN BY: STARR MEJIA

ASTM F1487-07 | 46 USERS | 5-12 | 24' X 22' X 10'

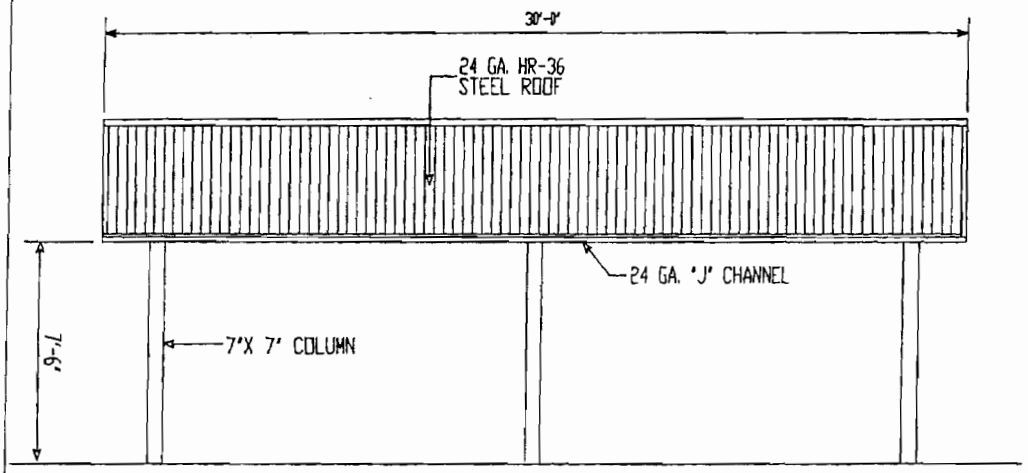
8 FT. | 2123 SqFt. | 67'9" X 36'

LIBERTY SQUARE PLAYGROUND

MIAMI, FL

CLASSIC RECREATION SYSTEMS, INC.

NOT FOR CONSTRUCTION

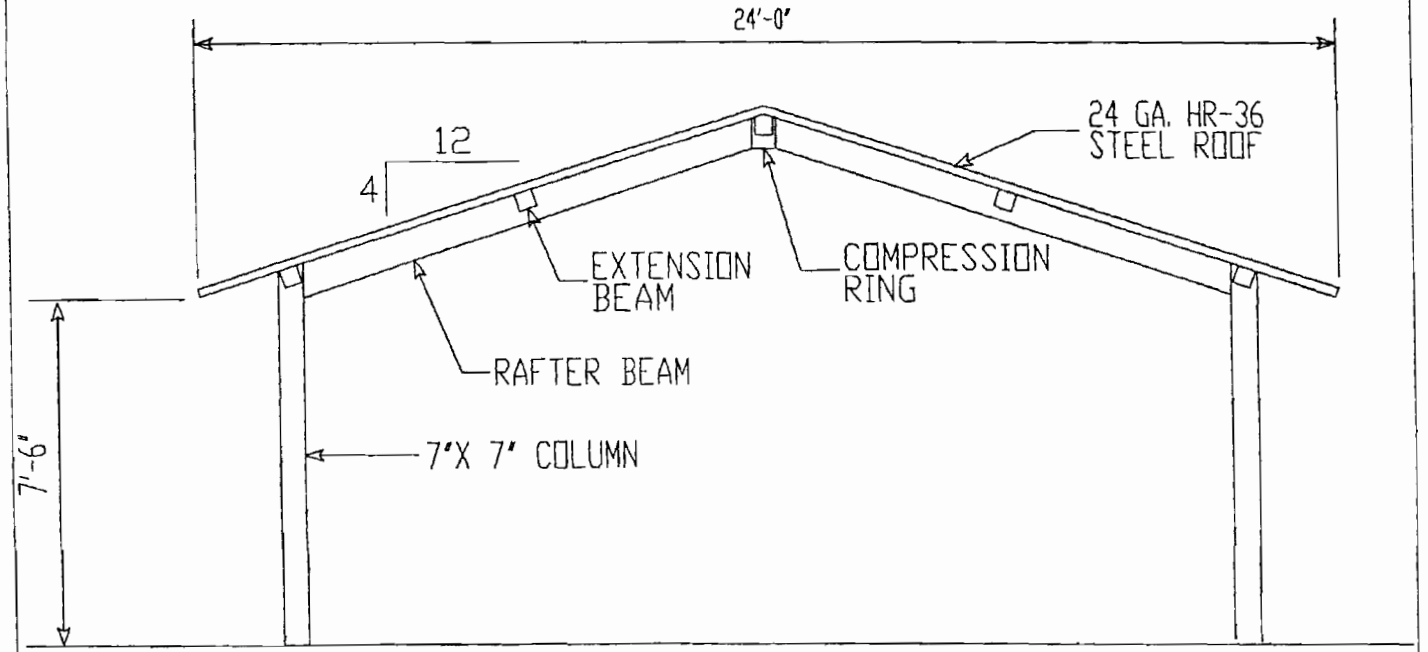


ELEVATION 24'X30' ORLANDO MODEL

NTS

CLASSIC
RECREATION
SYSTEMS, INC.

NOT FOR CONSTRUCTION

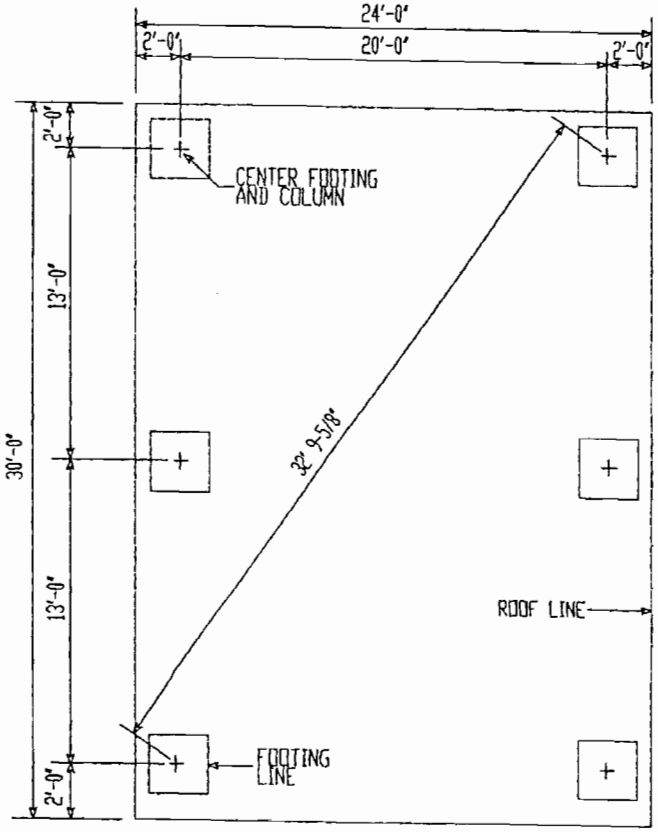


END ELEVATION 24'X30' ORLANDO MODEL

NTS

CLASSIC
RECREATION
SYSTEMS, INC.

NOT FOR CONSTRUCTION

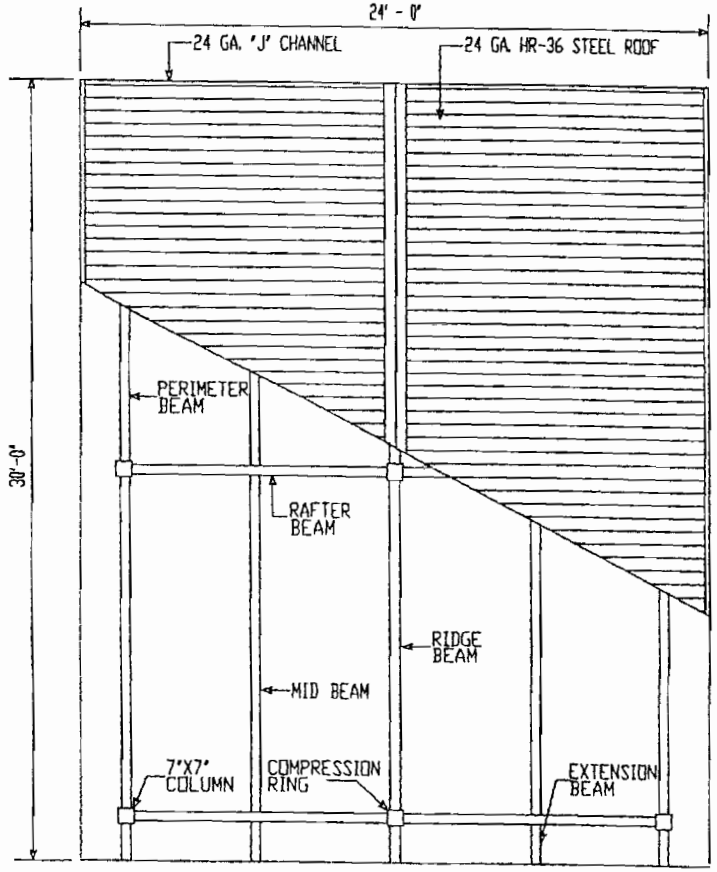


LAYOUT PLAN 24'X30' ORLANDO MODEL

NTS

CLASSIC
RECREATION
SYSTEMS, INC.

NOT FOR CONSTRUCTION



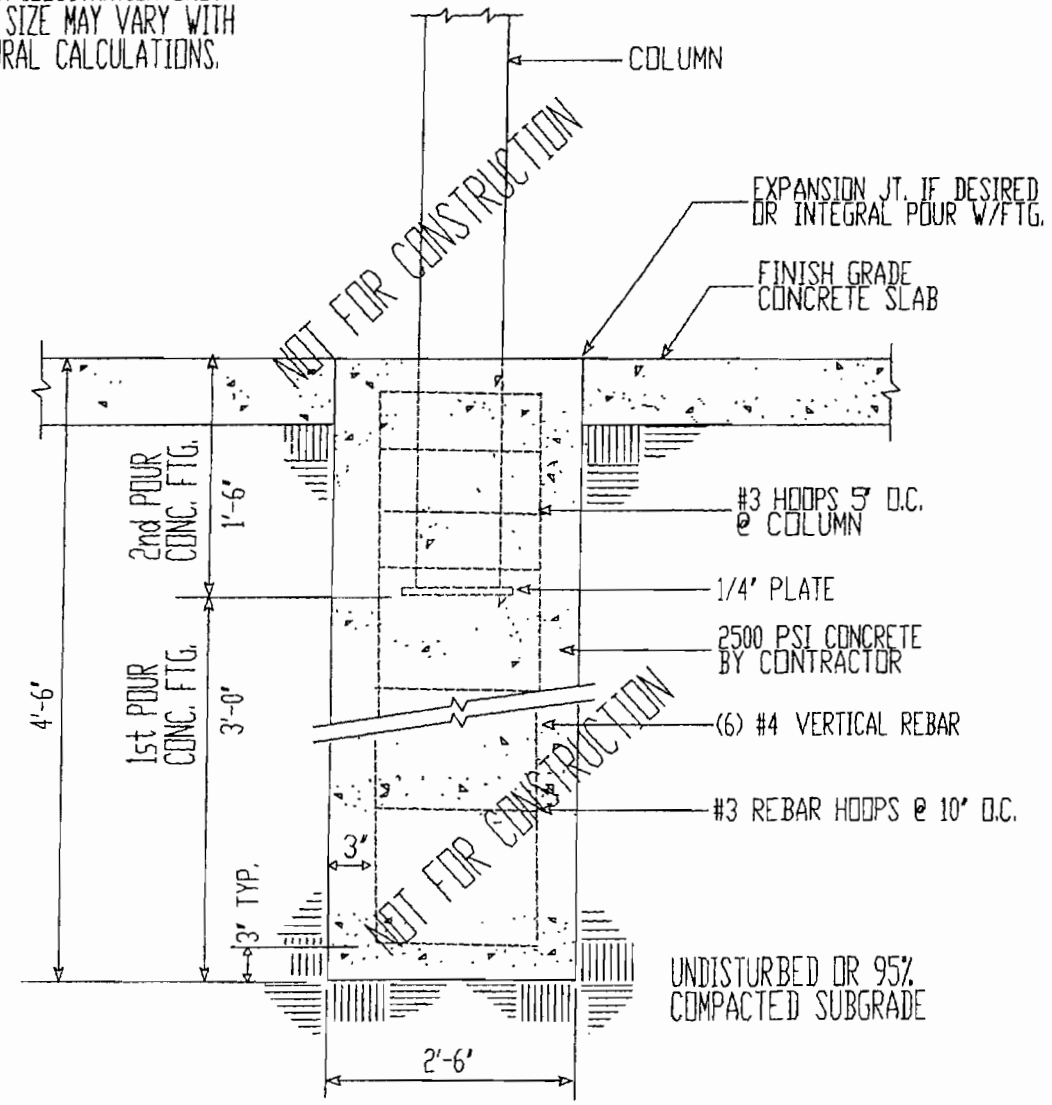
PLAN VIEW 24'X30' ORLANDO MODEL

NTS

CLASSIC
RECREATION
SYSTEMS, INC.

NOTE: FOOTINGS SHALL BE POURED IN 2 POURS. 1st POUR SHALL BE POURED 18" BELOW FINISH GRD. W/ IDENTICAL ELEVATIONS. ALLOW CONC. TO SET AND INSTALL COLUMNS & FRAME PER INSTALLATION INSTRUCTIONS. POUR 2nd POUR TO FINISH GRD AS SHOWN.

NOTE: FOR ILLUSTRATION ONLY!! FOOTING SIZE MAY VARY WITH STRUCTURAL CALCULATIONS.



CAISSON FOOTING DETAIL
DIRECT BURY
2 POUR

NTS

EXHIBIT "B"
Playmore Warranty

PlayDesigns PLAYWORLD LifeTrail

Warranty Certificate

CONTROLLING TERMS: An order or acceptance of products by customer constitutes acceptance of these Terms and Conditions in their entirety, without regard to any terms and conditions contained in any document of customer, even if they are additional to and not in conflict with these Terms and Conditions.

PRICES: Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees and other charges. Any such taxes, fees and charges will, at PLAYWORLD SYSTEMS option, be added to the price, paid directly by the customer or reimbursed by customer if paid by PLAYWORLD SYSTEMS.

TERMS OF PAYMENT: Unless credit is specifically granted in writing by PLAYWORLD SYSTEMS, payment in full is due upon delivery. All payments for products released and shipped on approved credit accounts shall be due in full and in legal tender of the United States (unless otherwise indicated by PLAYWORLD SYSTEMS on the invoice) thirty (30) days from the date of invoice thereof.

If Customer fails to perform the terms of payment of any invoice or if the financial condition of Customer shall become impaired or unsatisfactory to PLAYWORLD SYSTEMS, PLAYWORLD SYSTEMS, in its sole discretion, reserves the right to change the terms of payment, require payment in advance or security or a guaranty satisfactory to and/or defer or discontinue further shipments without prejudice to any other lawful remedy available to PLAYWORLD SYSTEMS. PLAYWORLD SYSTEMS also reserves the right in the case of any of the foregoing events to cancel all of Customer's orders, in which event Customer shall fully compensate PLAYWORLD SYSTEMS for any commitments, obligations, expenditures, expenses and costs that may have incurred in connection with the orders (e.g., conversion charges, restocking charges).

A delinquency charge of 1-1/2% interest per month overdue will be charged on past due accounts but in no event will the delinquency charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by PLAYWORLD SYSTEMS in the enforcement of Customer's rights hereunder.

SET OFF: PLAYWORLD SYSTEMS shall have the right at any time and without notice, to set off any liability or obligation of Customer to PLAYWORLD SYSTEMS against any liability or obligation of PLAYWORLD SYSTEMS to Customer.

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FREIGHT CHARGES: Determined and collected by carrier.

LOSS or DAMAGE in TRANSIT: PLAYWORLD SYSTEMS is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages should be noted on the freight bill before it is signed.

DELIVERY: Delivery and shipment dates are estimates only, and does not guarantee delivery or shipment on or by such dates.

INSTALLATION: PLAYWORLD SYSTEMS shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts shall be guaranteed for the balance of the original warranty period. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH OUR INSTALLATION INSTRUCTIONS.

INSPECTION: All products must be inspected upon receipt and claims must immediately be filed with the transportation company and PLAYWORLD SYSTEMS when there is evidence of shipping damage, either concealed or external.

EXPORT: Customer is responsible for compliance with applicable export laws and obtaining the appropriate export licenses when reselling the products.

LIMITED WARRANTY:

PLAYWORLD SYSTEMS warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with our published specifications.

The warranty shall commence on the date of the PLAYWORLD SYSTEMS invoice and terminate at the end of the period stated below.

The warranty stated is valid ONLY if the products and structures are: erected properly and in conformity with the layout plan and/or installation instructions furnished by PLAYWORLD SYSTEMS using approved parts; maintained and inspected in accordance with PLAYWORLD SYSTEMS instructions; subjected to normal use for the purpose for which the goods were designed; not subject to vandalism, misuse, neglect, or accident; not subjected to unauthorized addition or substitution of parts; not moved, in whole or in part, after its initial installation unless authorized; and not modified, altered, or repaired by persons other than PLAYWORLD

PlayDesigns PLAYWORLD LifeTrail

Warranty Certificate

SYSTEMS or its designees in any respect which, in the sole judgment of PLAYWORLD SYSTEMS, affects the condition or operation of the structures.

This warranty does not cover: 1) Cosmetic damage or defects such as surface scratches, dents, marring, fading, or discoloration; 2) Damage due to normal wear and tear; 3) Damage due to "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, and windstorms; and 4) Damage due to "Environmental Factors", such as wind-blown sand, salt water, salt spray, and airborne emissions from industrial sources (sulfur, acids or corrosive chemicals, other than normal photochemical smog).

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES MADE IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD SYSTEMS FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF ANY PLAYWORLD SYSTEMS REPRESENTATIVE MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE LIMITED WARRANTY.

EXCLUSIVE REMEDY: To make a valid claim under the terms of this Warranty, the Customer's written statement of claim (including a specific description of the defect), along with a copy of the original invoice, maintenance records, and supporting photographs, must be received by PLAYWORLD SYSTEMS at the following address:

1000 Buffalo Road,
Lewisburg, PA 17837-9795 USA

on or before the end of the applicable warranty period.

Should any breach of this warranty occur within the applicable warranty period, PLAYWORLD SYSTEMS shall, upon proper notification in writing of the defect, correct such defect, either by repairing any defective part or parts or by making available a replacement part, at PLAYWORLD SYSTEMS option, within 60 days of receipt of such written notification. PLAYWORLD SYSTEMS shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for removal, installation, assembly or otherwise. Any replacement part shall be subject to this warranty for the balance of the original applicable warranty period but not thereafter.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD SYSTEMS SHALL IN NO EVENT BE LIABLE IN CONNECTION WITH A PRODUCT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE FOR SUCH PRODUCT. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: PLAYWORLD SYSTEMS shall not be liable in any way because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary to order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

GOVERNING LAW: All matters relating to the sale of products or services shall be governed by the law of the Commonwealth of Pennsylvania U.S.A., notwithstanding any conflict of laws principles.

DISPUTES: Customer irrevocably consents to the exclusive jurisdiction and venue of the courts of Pennsylvania, U.S.A. in the United States District Court for the Eastern District of Pennsylvania in all matters arising out of or relating to the sale of products and/or services hereunder.

No action, regardless of form, arising out of, or in any way connected with, the products or services furnished by PLAYWORLD SYSTEMS, may be brought by Customer more than one (1) year after the date of the Customer's purchase order.

DESIGN: PLAYWORLD SYSTEMS will attempt to improve the equipment available for your play area and therefore reserves the right to change the design specifications without notice.

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PlayDesigns PLAYWORLD LifeTrail

Warranty Certificate

Warranty Periods end as follows for the different types of products stated below:

Playworld® and PlayDesigns® products:

- **Lifetime** on steel and aluminum posts, all stainless steel hardware, clamps, T's, deck hangers, post caps and cast aluminum parts, except as otherwise specified below.
- **25 years** on Spring Mates® & PlayPals® aluminum castings, and steel coil springs and steel C-springs.
- **20 Years** on all Recycled Plastic Lumber.
- **15 Years** on all perforated steel decks, rails, loops, rungs, fitness systems, sheet steel, rotomolded and sheet plastic components; Eco-Armor™ panels, roofs and crawl tubes, stainless steel slides, aluminum slides and PlayWeb™ tubular steel parts.
- **10 Years** on fiberglass signage, RockBlocks® Handholds, Indoor Climbing Wall Handholds, accessible swing seats, steel-core cable, Fun Centers™, and precast concrete products, including Climbing Boulders™ and Diggables made from PolyFiberCrete®.
- **5 Years** on all Cushion Play®, swing seats, ground based play moving parts, Border Timbers and Site Amenities, including all benches, tables, litter receptacles and bike racks.
- **1 Year** on NEOS® lenses and light tubes; all electronic components, including all wiring harnesses, LED's, computer boards, buttons, speakers, scoreboard, and related hardware;* Indoor Climbing Wall Mats; all other moving parts, and any other materials not covered above. (*An extended 3-year NEOS® parts-only warranty is available for purchase. Contact your Playworld Systems Dealer for more information.)

Playworld®/PlayDesigns® Shade products:

- **20 Years** on steel posts, all hardware, clamps, shackles, wire, post caps and cast aluminum parts.
- **10 Years** on steel tensioning devices.
- **10 Years** on Shade fabric components against structural failure, mildew, significant fading, deterioration, cracking or discoloration due to ultraviolet exposure outdoor heat or cold, due to defects in materials or workmanship. Playworld Systems may repair or replace the product at its sole discretion. In the event that replacement of a product is warranted, Playworld Systems shall replace the product at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years.

LifeTrail® products:

- **Lifetime** on steel posts and stainless steel hardware.
- **10 Years** on all steel weldments, grab bars seat posts, ancillary steel equipment, rotomolded plastic components, and fiberglass signage.
- **5 Years** on all moving parts.
- **1 Year** on all other materials not covered above.

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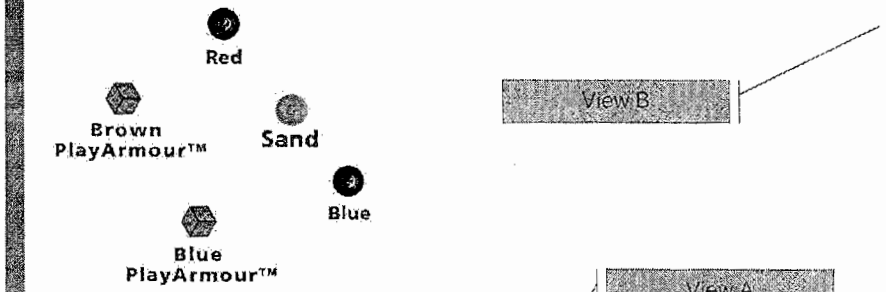
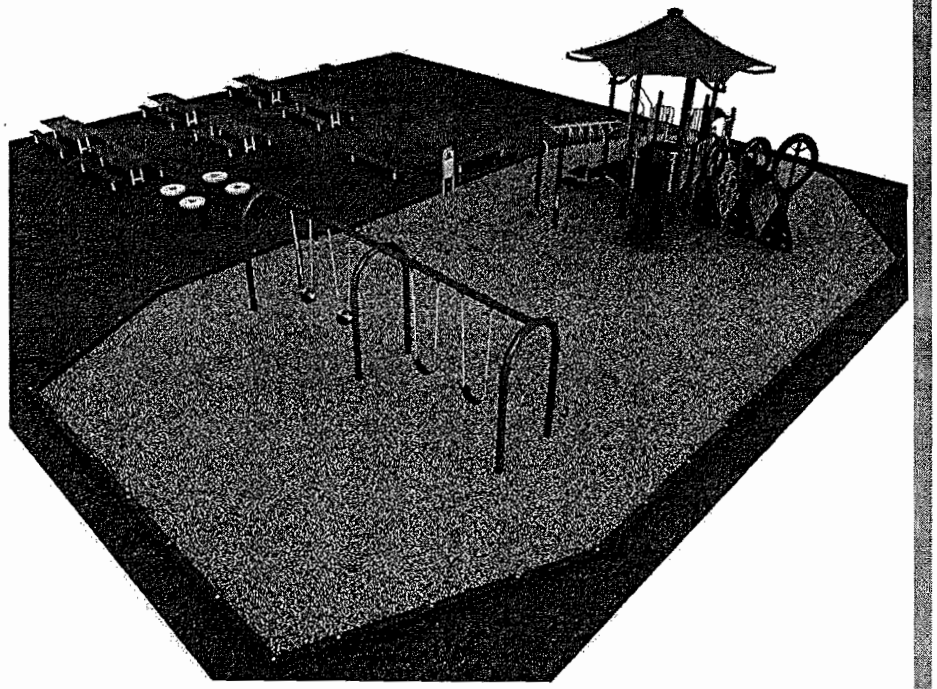
EXHIBIT "C"
Vendor Recommended Maintenance Schedule

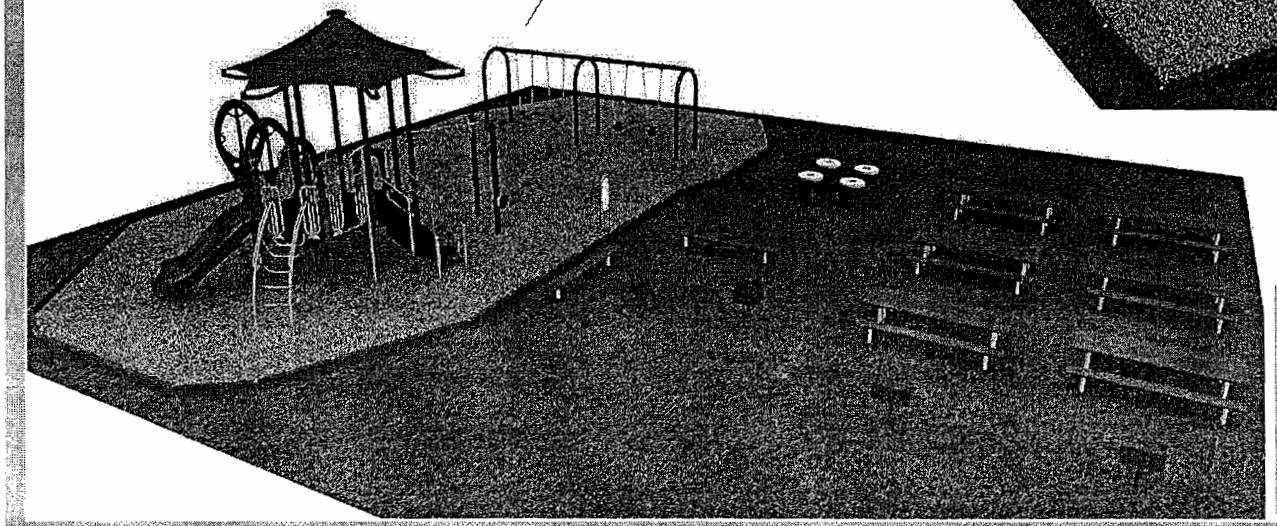
Liberty City Square Park
Miami, Florida



View B



View A



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[redacted]

Playmore Recreational Products & Services
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Fort Myers, FL 33966

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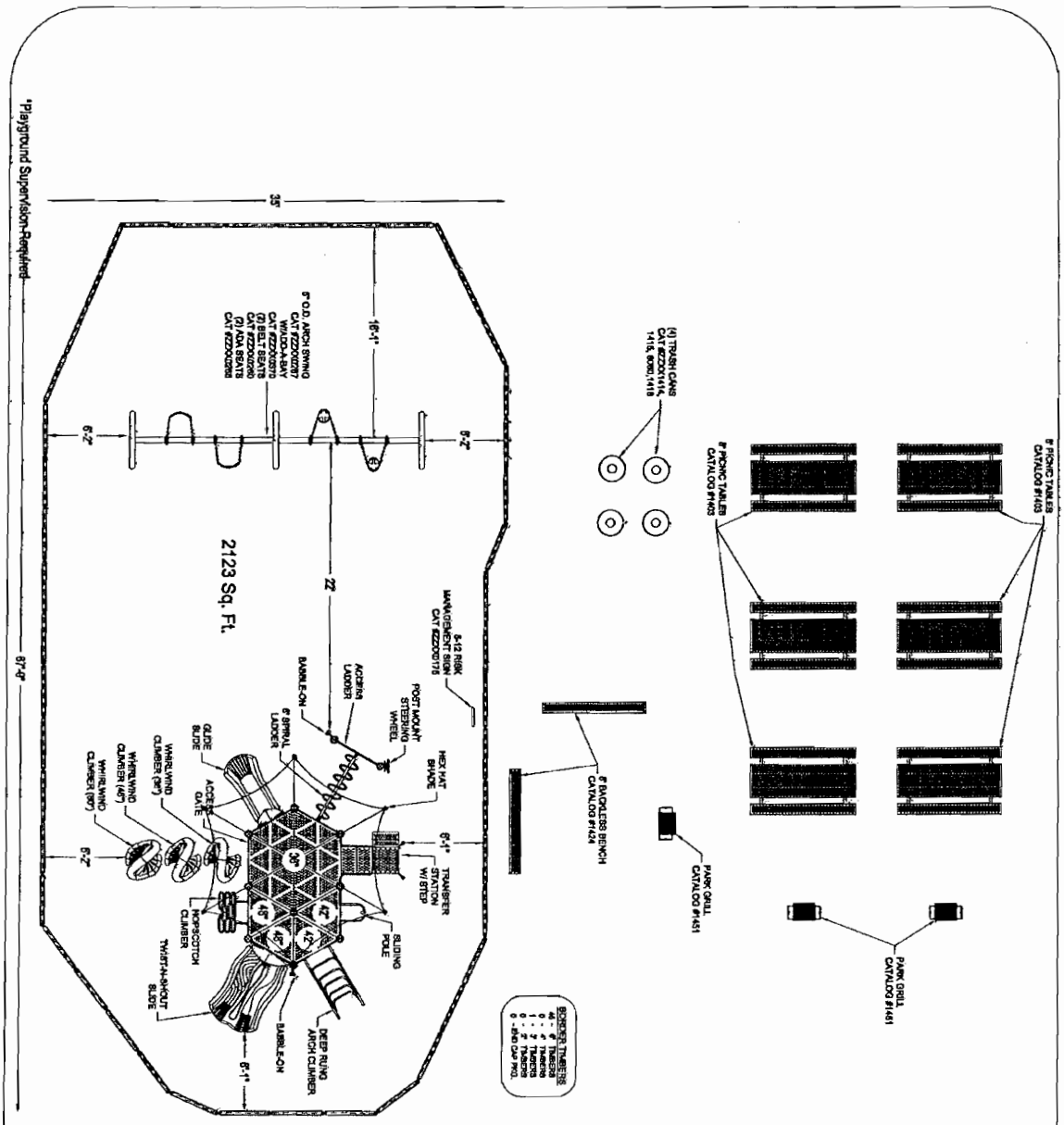
9-Oct-08

ATTACHMENT C



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PROJECT NO:	REV:	DATE:
081938.PLM	A	08-OCT-08
SYSTEM: PLAYMAKERS		SCALE: 1/8" = 1'-0"
SITE PLAN		DRAWN BY: STARR MEJIA

ASTM F1487-07 | 48 USERS | 5-12 | 24' X 22' X 10'

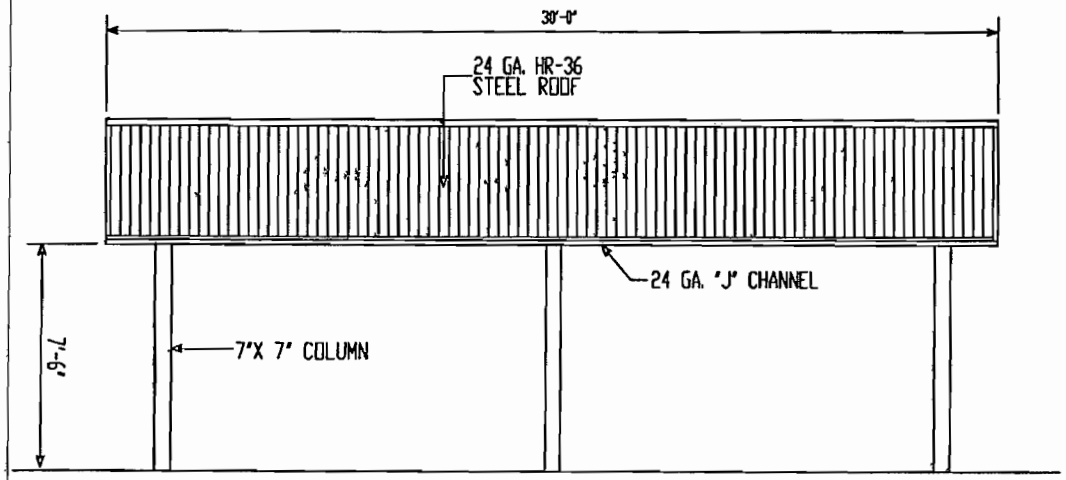
8 FL | 2123 SqFL | 67'9" X 35'

LIBERTY SQUARE PLAYGROUND

MIAMI, FL

CLASSIC RECREATION SYSTEMS, INC.

NOT FOR CONSTRUCTION

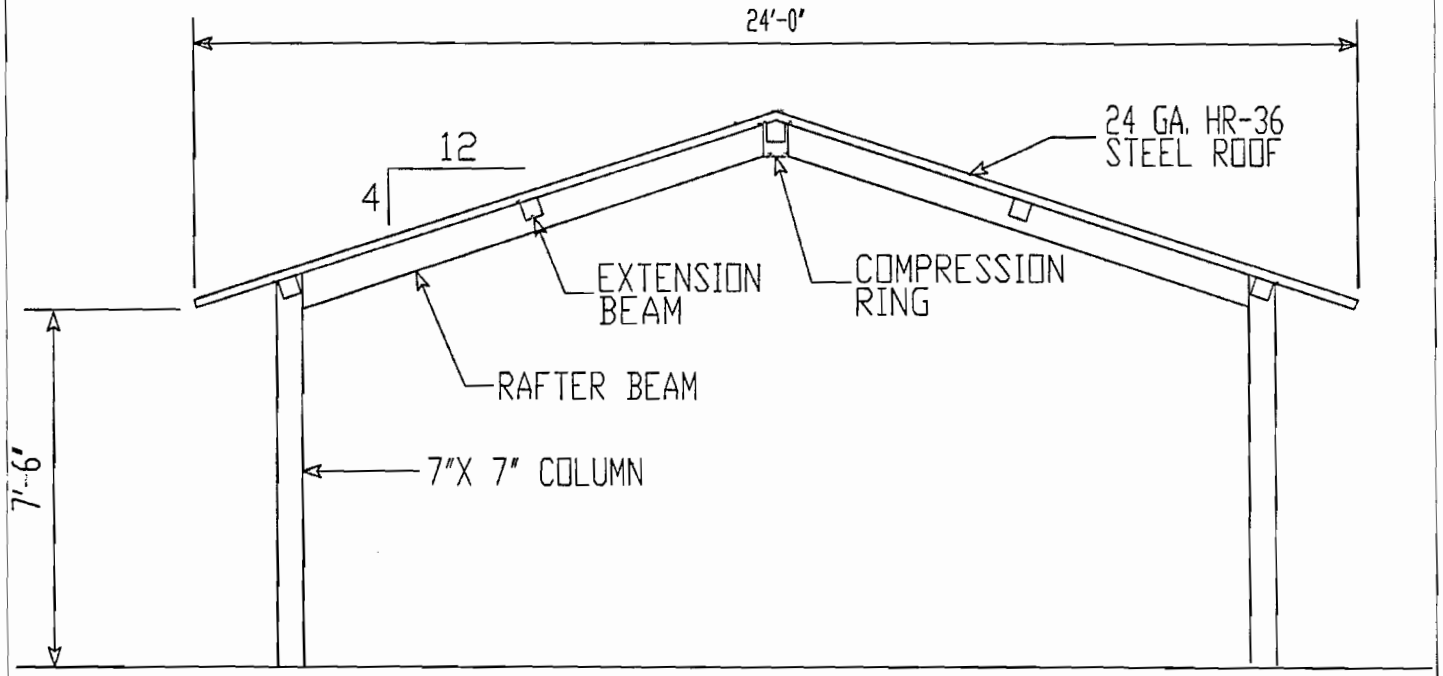


ELEVATION 24'X30' ORLANDO MODEL

NTS

CLASSIC
RECREATION
SYSTEMS, INC.

NOT FOR CONSTRUCTION

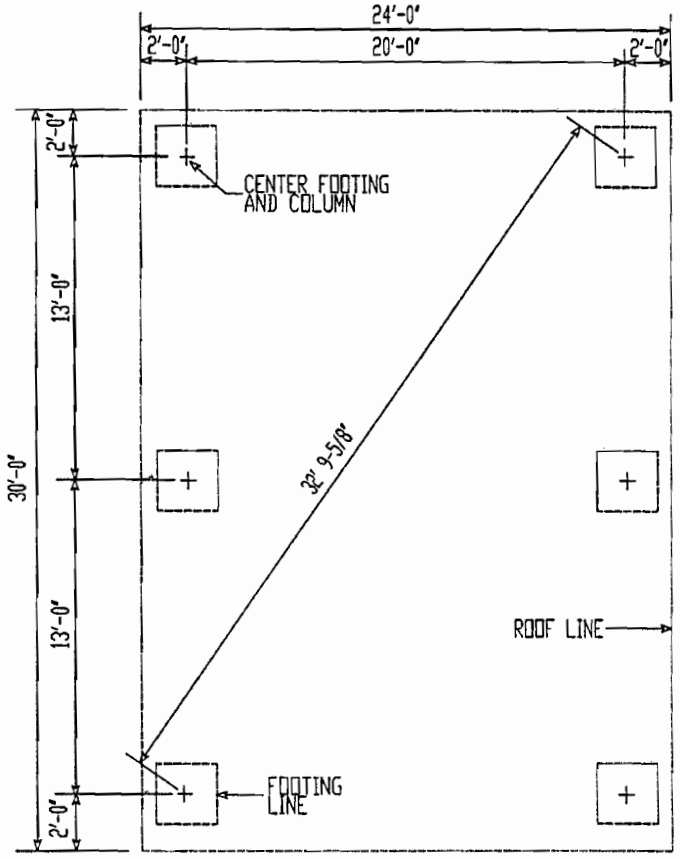


END ELEVATION 24'X30' ORLANDO MODEL

NTS

CLASSIC
RECREATION
SYSTEMS, INC.

NOT FOR CONSTRUCTION



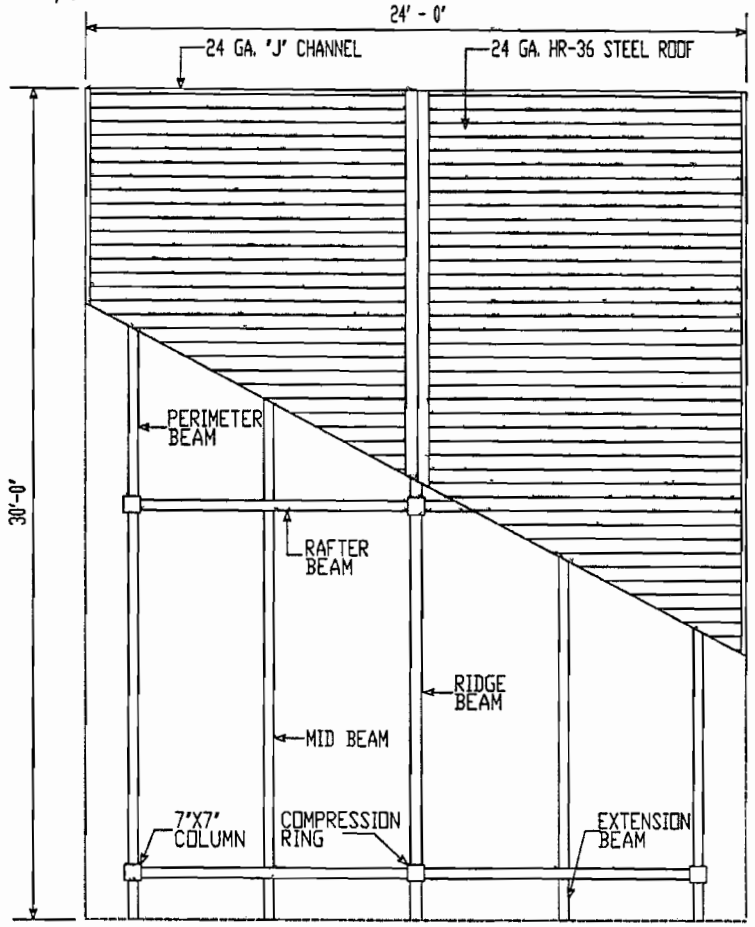
LAYOUT PLAN 24'X30' ORLANDO MODEL

NTS

04

CLASSIC
RECREATION
SYSTEMS, INC.

NOT FOR CONSTRUCTION



PLAN VIEW 24'X30' ORLANDO MODEL

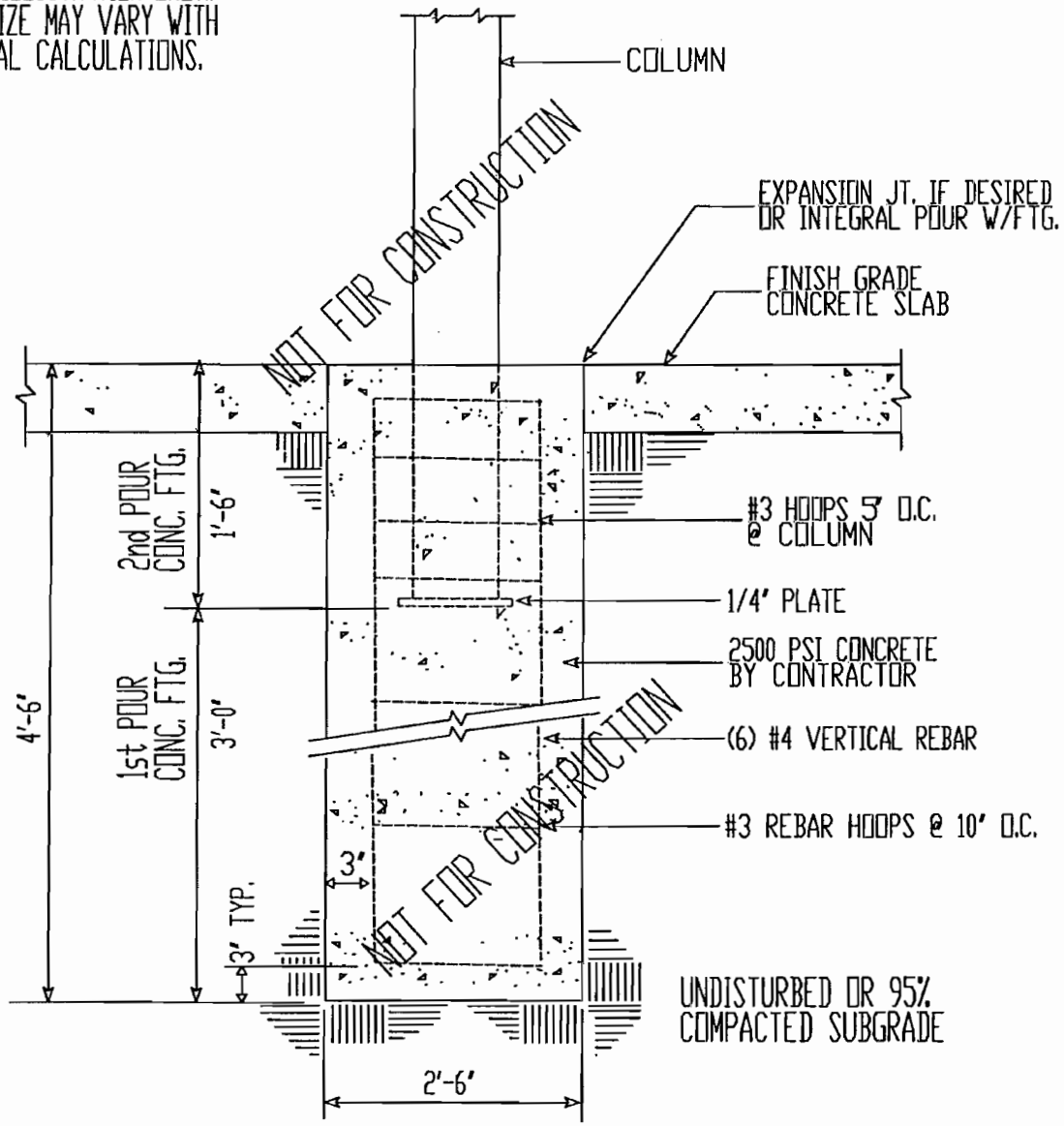
NTS

4

CLASSIC
RECREATION
SYSTEMS, INC.

NOTE: FOOTINGS SHALL BE POURED IN 2 POURS. 1st POUR SHALL BE POURED 18" BELOW FINISH GRD. W/ IDENTICAL ELEVATIONS. ALLOW CONC. TO SET AND INSTALL COLUMNS & FRAME PER INSTALLATION INSTRUCTIONS. POUR 2nd POUR TO FINISH GRD AS SHOWN.

NOTE: FOR ILLUSTRATION ONLY!! FOOTING SIZE MAY VARY WITH STRUCTURAL CALCULATIONS.



CAISSON FOOTING DETAIL
DIRECT BURY
2 POUR

NTS

Important! Please Read Completely Before Beginning Installation. According to a report published by the U. S. Consumer Product Safety Commission (C.P.S.C.) 72% of all playground injuries result from accidental falls. With this in mind, this equipment is designed to fill the need for safe yet challenging play. In conjunction with design efforts to reduce the possibilities of injuries, this equipment **must** be installed "Step by Step" per our installation instructions. As a new owner you are responsible for the correct installation, safe use, and maintenance of your equipment.

INSTALLATION GUIDELINES

- Identify all parts and thoroughly read the assembly instructions before beginning construction.

- Site layout is a critical part of the overall installation. Footings must be measured and marked accurately according to the footing diagram. A level and clear installation site is ideal.

- Good drainage around the structure and its supports is important. Inquire with local contractors for appropriate recommendations.

- After laying out all footings and before digging holes, be sure to inquire about underground utilities that may exist.

- Refer to your playground equipment drawing and footing diagram to assure the equipment purchased will fit into your selected site area. The use and no-encroachment zones around the play equipment shall be areas empty of obstacles and designated for unrestricted circulation.

- The dimensions of Use Zones vary based upon the applicable standard for your location. The master layout drawing will show the minimum use zone necessary for the equipment in your area.

- When building the structure, the recommended order of assembly is: 1) posts, 2) decks, 3) bridging components that will set and square distances between decks, 4) barriers and full roofs that will add to the stability and rigidity of the structure, 5) climbers and ground based components and 6) partial roofs and non structural components.

- Insure that hard surface warning/Playworld Systems identification labels are properly affixed to the play equipment. Labels are to be plainly visible according to current playground equipment guidelines. **See page 11.** *For the areas complying with ASTM and CSA standards age appropriate labels must also be applied.* ***See page 10.***

- Do not leave the job site unattended without making sure that all fastening hardware on all components are tightened according to tightening torque specifications listed on every installation guide. We also recommend roping off construction area and covering all holes that do not contain a piece of equipment with plywood or other suitable material.

PROTECTIVE SURFACING

- IMPORTANT! Because accidental falls around your playground equipment can occur, Playworld Systems recommends that the area under and around the structure be covered with a resilient material such as sand, bark mulch, or wood chips. If loose fill surfacing materials are used, Playworld Systems recommends a depth of 12 in. (305 mm). An approved rubber safety matting can also be used. **Many protective surfacing materials can become compacted due to weather and use, which reduces their shock absorbency. It is strongly recommended that the surfacing be checked weekly and material added or replaced as necessary. Hard surfaces, such as asphalt, concrete and packed earth are not acceptable for use under playground equipment.**

- The entire area, under and around the playground equipment, must be covered with protective surfacing material. The impact attenuation of the protective surfacing under and around playground equipment should be rated to have a critical height value of at least the height of the highest accessible part of the equipment. The critical height for surfacing is to be rated in accordance with the A.S.T.M. standard, designated F-1292. A Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment. Contact the manufacturer of unitary surfacing materials (rubber matting) for the critical height rating for their products.

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Installation Guidelines

USE ZONE INFORMATION:

Refer to the applicable standard for your location. The master structure drawing will show use zones and critical fall heights for the equipment.

ASTM

- The overall use zone measurements for composite play structures should extend a minimum of 72 inches from its perimeter; dimensions and configuration of the use zone are dependent upon the types of included play equipment.

- If the stationary play equipment contains a slide (or slides), the use zones of the slide (or slides) may **not** be overlapped by the use zones of adjacent play equipment.

- The use zone in front of the slide exit shall be a minimum of 72 inches and shall not exceed 96 inches. The use zone shall be measured from the end of the slide and equal the vertical measurement as measured from the highest point of the sliding surface to the protective surfacing at the slide exit.
Example: If the highest point of the sliding surface is 73.5 inches, the use zone in front of the slide exit should measure 73.5 inches.

CSA

- The overall use zone measurements for composite play structures should extend a minimum of 1800 mm from its perimeter; dimensions and configuration of the use zone are dependent upon the types of included play equipment.

- If the stationary play equipment contains a slide (or slides), the use zones of the slide (or slides) may **not** be overlapped by the use zones of adjacent play equipment.

- A no-encroachment zone is also required for the exit of slides over 48" (1220 mm) in height. In addition to the use zone measurement at the runout of the slide, the no-encroachment zone will extend an additional 1800 mm and may **not** be overlapped by the use or no-encroachment zones of adjacent play equipment.

- The use zone in front of the slide exit shall be a minimum of 1800 mm and shall not exceed 2400 mm. The use zone shall be measured from the end of the slide and equal the vertical measurement as measured from the highest point of the sliding surface to the protective surfacing at the slide exit.
Example: If the highest point of the sliding surface is 1870 mm, the use zone in front of the slide exit should measure 1870 mm.

EN

- For areas complying with the European Standard (EN-1176 / EN-1177), the use zone at the end of the slide runout will be at least 2000 mm for Type 1 slides. There is also a free space of 1000 mm on either side of the slide bedway.

- The use zone (impact zone) is a minimum of 1500 mm and will increase as the critical fall height exceeds 1500 mm. A formula to calculate the impact zone for higher fall heights is: 2/3y + 500 mm, where *y* equals the highest critical fall height for the component.

FOOTINGS

- For In-ground Footing Installations (See Pages 4-5), excavate the holes as shown in the footing detail. If a level and clear site cannot be obtained, adjust the depth of footing to maintain a level footing base. If soil conditions are loose or unstable, a larger diameter footing may be required. Inquire with local contractors for appropriate recommendations. Be sure the concrete that might have splashed onto the unit is washed off before it dries. Allow concrete to harden 72 hours before allowing your structure to be used. **Assemble the entire structure before pouring concrete unless specifically instructed to do so in the installation instructions.**

- For Surface Mount Footing Installations, see page 6.

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Installation Guidelines

REQUIRED TOOLS

Playworld Systems® supplies a service kit that contains commonly used hex key wrenches required to assemble your equipment. You may also need: shovel, digging iron, post hole digger, steel rake, wheelbarrow, garden hoe, water hose, tape measure, level, alignment tool, 3/8" ratchet with 9/16" socket, and 9/16" combination wrench.

Recommended Tools for Installation:		
Shovel / Spade	Hammers (Various Sizes)	Assorted Files
Post Hole Digger	Tape Measure	Vise Grip / Locking Pliers
Digging Iron	Safety Glasses	Pencils
Steel Rake	Line Level	Electrical Extension Cord
Wheelbarrow	2 ft. & 4 ft. Level	Nylon Construction Line
Garden Hose	Utility Knife	Screwdrivers
Water Hose Nozzle	Electric Drill	Scrap Wood For Shims
3/8" Ratchet Set - 5/16", 7/16", 1/2", 9/16" & 3/4"	Combination Wrenches - 7/16", 1/2", 9/16" & 3/4"	Drill Bits - 1/8", 3/16", 1/4", 5/16", 3/8", 7/16" & 1/2"
Tools That Make the Job Faster:		
Power Auger (12"/15" Dia. Auger)	Nylon Ratchet Strap	3/8"-16 Tap & Die Set
Rechargeable Drill	6 ft. Step Ladder	Alignment Tool / Punch
Hex Key Wrenches - 3/16", 7/32", 1/4" & 5/16"	3/8" Drive Allen Wrenches - 3/16", 7/32", 1/4" & 5/16"	

MAINTENANCE

- Inadequate maintenance of equipment has resulted in injuries on the playground. Because the safety of playground equipment and its stability depends on good inspection and maintenance, **a comprehensive maintenance program must be developed for each playground and strictly followed.** All equipment must be inspected frequently for any potential hazards. Special attention must to be given to moving parts and other components that can be expected to wear. Inspections must to be carried out in a systematic manner by trained personnel. Any damaged or worn parts, or any other hazards identified during inspections must be repaired or replaced immediately. Complete documentation of all maintenance inspections and repairs must be retained.

SUPERVISION GUIDELINES

- Playworld Systems® strongly recommends close supervision of the children as they play as well as intensive classroom and home instruction about safe behavior on playground equipment.

- Playground supervisors should be aware that not all playground equipment is appropriate for all children who may use the playground. Signs should be posted near the equipment indicating the recommended age of the users. Supervisors should direct children to equipment appropriate for their age.

- It is important that playground supervisors recognize that preschool-age children require more attentive supervision on playgrounds than older children.

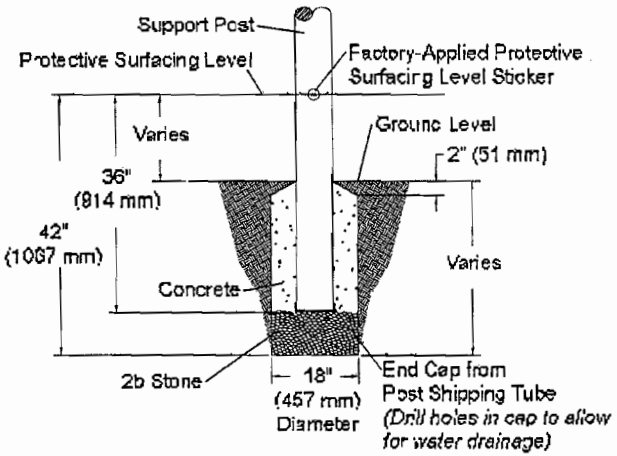
- Do not permit the use of wet playground equipment. Wet equipment will inhibit necessary traction and gripping capabilities. Slips or falls could occur.

- Do not permit too many children on the same piece of equipment at the same time. It is suggested that children take turns.

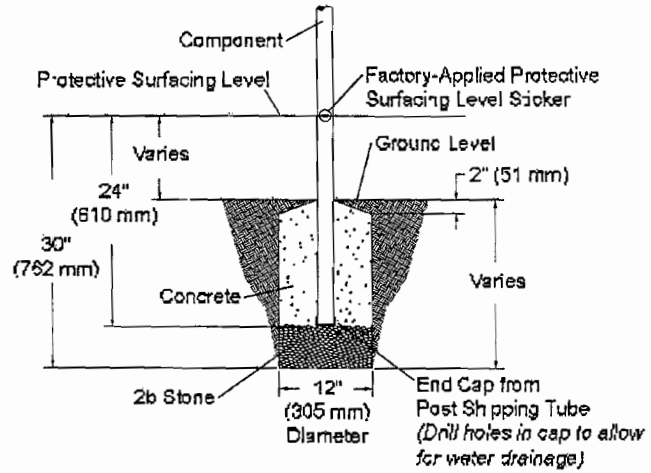
- Constantly observe play patterns to discover possible hazardous play and suggest changes in equipment use or play patterns.

Installation Guidelines

IN GROUND FOOTING DIAGRAMS: ASTM / CSA

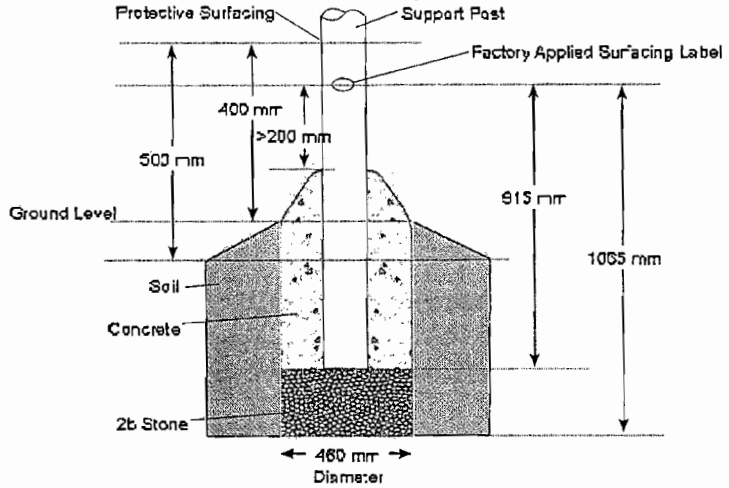


Support Post Footing Detail (ASTM/CSA)

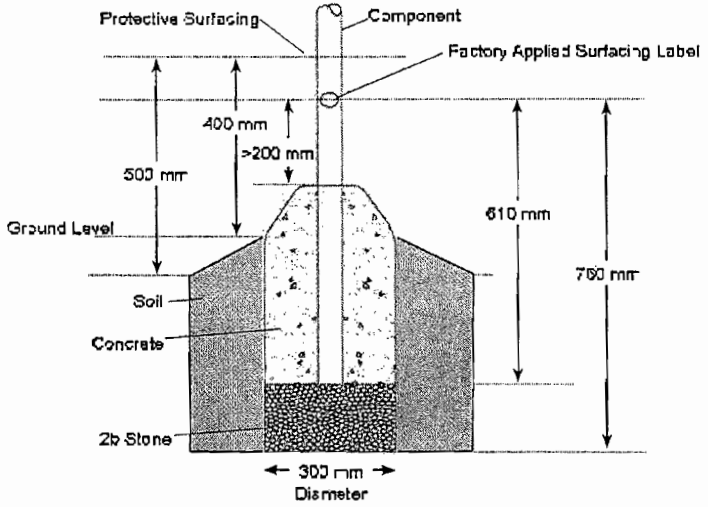


Component Footing Detail (ASTM/CSA)

IN GROUND FOOTING DIAGRAMS: EN (EUROPE ONLY)



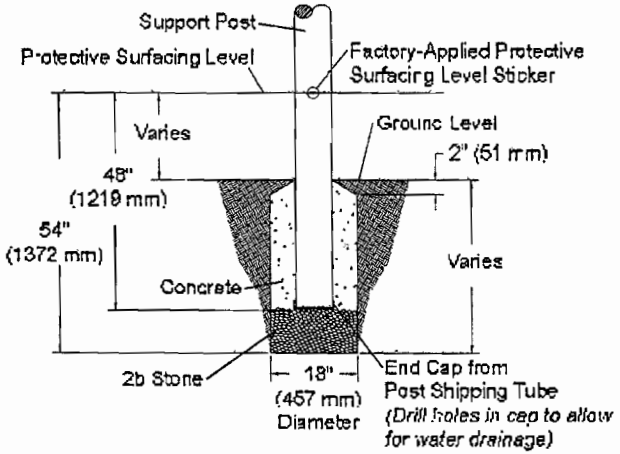
Footing Detail - Support Post (EN)



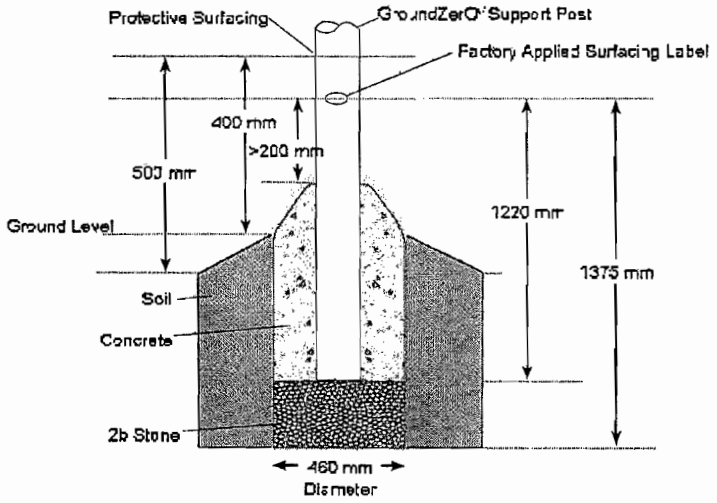
Footing Detail - Component Post (EN)

Installation Guidelines

IN GROUND FOOTING DIAGRAMS: GROUND ZERO POSTS



GroundZerO® Support Post Footing Detail ASTM/CSA



Footing Detail - GroundZerO® Support Post (EN)

FOOTING NOTES

- Support post footing depth equals 42 in. (1067 mm) less the depth of the protective surfacing material. The post is designed to have 24" (610 mm) in concrete.

  Example: If 12 in. (305 mm) of wood mulch is used for surfacing, the footing depth would be 30 in. (762 mm).

  GroundZerO® posts are footed 12 in. (305 mm) deeper than the regular support posts, and will be marked as such on the master footing diagram.

- Component footing depth equals 30 in. (762 mm) less the depth of the protective surfacing material. The post is designed to have 12" (305 mm) in concrete.

  Example: If 12 in. (305 mm) of wood mulch is used for surfacing, the footing depth would be 18 in. (457 mm).

- All support posts and component support legs shall have either a factory-applied sticker with line, or factory-applied mark designating protective surfacing level on a clear and level installation site.

- If play structure is installed on uneven terrain, maintain support post mark at protective surfacing level at lowest grade. Adjust other footings accordingly. Support posts and all attaching decks and play components must be plumb and level.

- Do not encase bottom of support post in concrete. Place post directly on packed stone.

- The footings shown on Playworld Systems' documentation are recommendations based on historical performance in average soil conditions. Footing dimensions may be modified by the owner based on actual soil conditions.
  For example:
  - If local soil is loose or unstable, a larger footing may be required.
  - If local soil is considered stable, such as bedrock, clay or hard packed earth, a smaller footing may be used. Before changing footing dimensions, we strongly recommend that the footings be reviewed and approved by a registered engineer.

- Base of footing must be below frost line.

- Assemble the entire structure before pouring concrete unless specifically instructed to do so in the individual component installation instructions.

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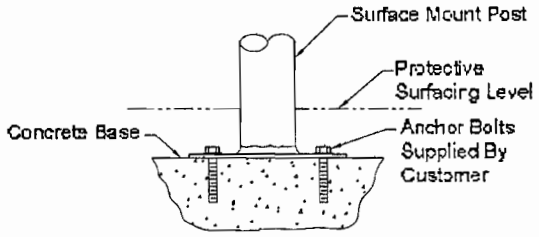
Installation Guidelines

SURFACE MOUNT FOOTING DIAGRAMS: SUPPORT POSTS AND COMPONENTS



Surface Mount Footing Detail

FOOTING NOTES: PIER TYPE SURFACE MOUNT

- A l support posts and component support legs s·all have either a ·actory-applied sticker with line, or factory-applied mark designating protective surfacing leve on a clear and level installation site.
- f play structure is installed on uneven terrain, maintain support post mark at protective surfacing level at lowest grade. Adjust other ·ootings accordingly. Support posts and all attaching decks and play components must be plumb and level.
- Footing size may vary due to local soil and weathe· concitions.
- Base of footing must be below fros: line.

DEFINITIONS

- Concrete Pier: A pier type surface mount installation is defined as a footing hole that has been excavated and poured with concrete. Concrete should be flush to the top surface of excavated hole. Equipment would then be secured to this concrete footing that has been properly cured.
- Concrete Slab: Existing concrete slab type installation is defined as equipment being secured to an existing concrete pad or slab. As an example, th s pad could be in the form of an existing concrete parking lot.

FOOTING NOTES: EXISTING CONCRETE SLAB TYPE SURFACE MOUNT

- A l support posts and component support legs s·all have either a ·actory-applied sticker with line, or factory-applied mark designating protective surfacing leve on a clear and level installation site.
- Support posts and all attaching decks and play components must be plumb and level.

IMPORTANT NOTE: Surface mount hardware is not supplied. The customer is responsible for the concrete base and providing surface mount hardware as specified by a registered structural engineer for each specific project application.

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Installation Guidelines

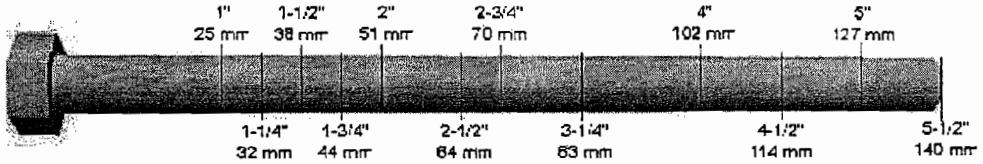
HARDWARE GUIDE

The following are full scale drawings of the hardware commonly used in structure assembly. During installation use these drawings as a quick reference.

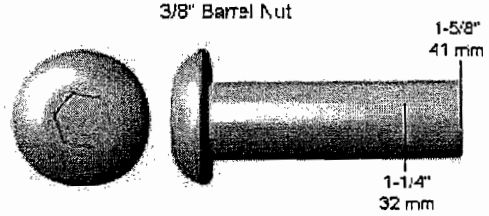
Tightening Torque Specifications:

Bolts & Nuts: Snug tighten and tighten an additional one-half turn.
Set Screws: Snug tighten and tighten an additional full turn.

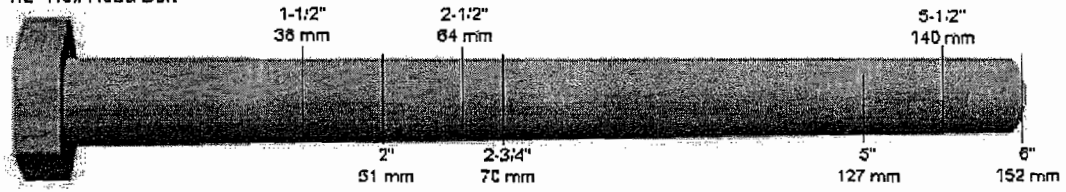
3/8" Hex Head Bolt



3/8" Barrel Nut

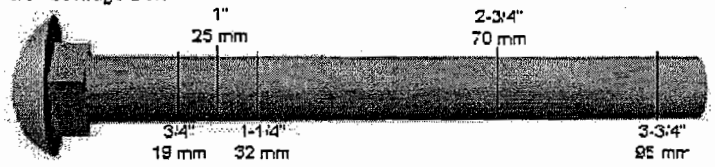


1/2" Hex Head Bolt

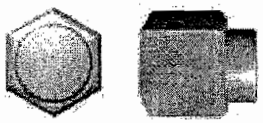


3/8" Thin Series Lock Nut
BAE0610

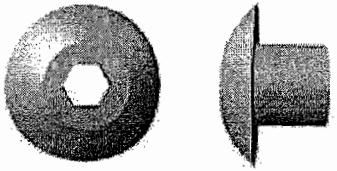
3/8" Carriage Bolt



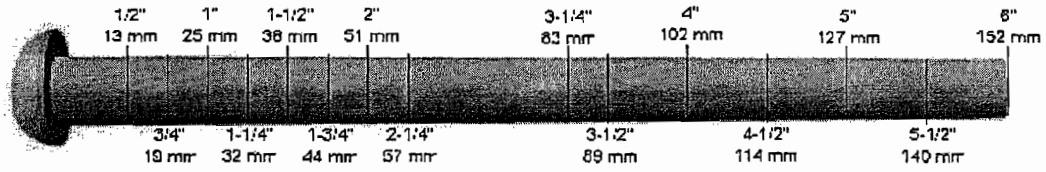
3/8" Lock Nut BAE0620



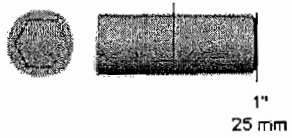
3/8" Button Head Nut



3/8" Button Head Bolt



3/8" Set Screw



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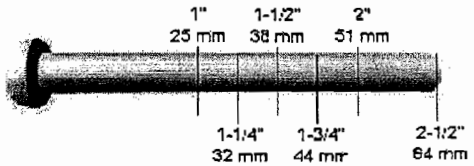
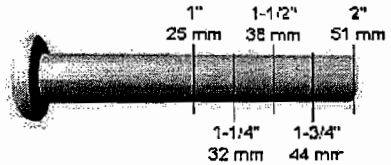
Installation Guidelines

HARDWARE GUIDE

1/4" Button Head Bolt



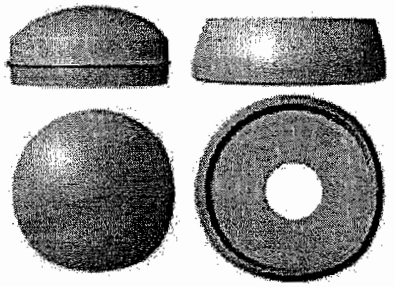
5/16" Button Head Bolt



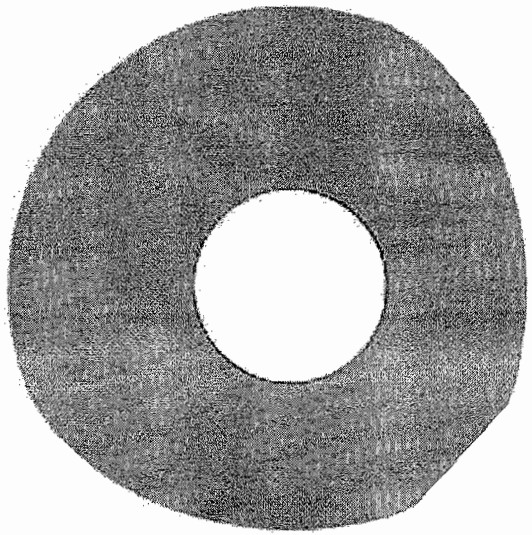
3/8" x 1-1/4" Tamper Resistant Bolt BAE0662

Drive Rivet BAE0020

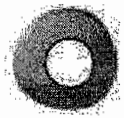
Bolt Cap & Washer BPL0300



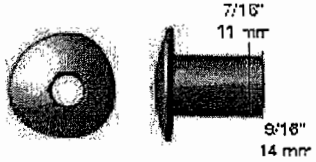
1-1/2" I.D. x 3-1/4" O.D. Flat Washer BAE0937



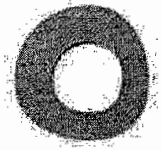
1/4" Flat Washer BAE0158



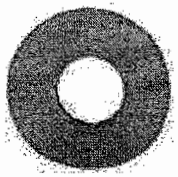
1/4" Button Head Nut



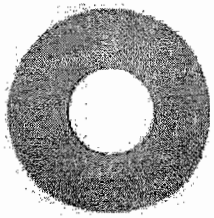
3/8" Flat Washer BAE0595



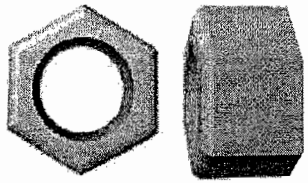
1" O.D. Flat Washer BAE0600



1/2" Flat Washer BAE0690



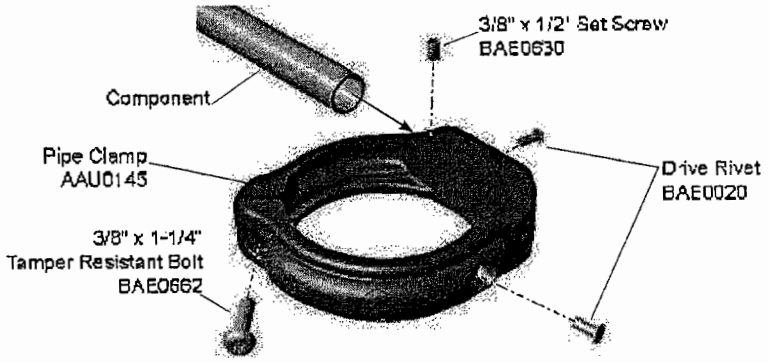
1/2" Lock Nut BAE0720



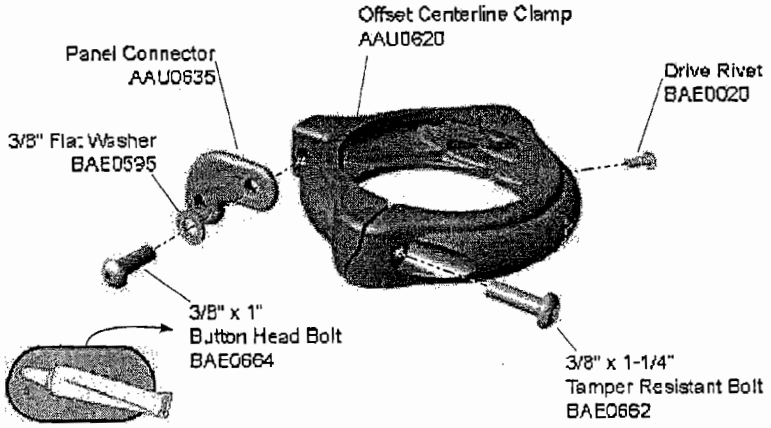
Installation Guidelines

PLAYMAKERS® CLAMP ASSEMBLIES

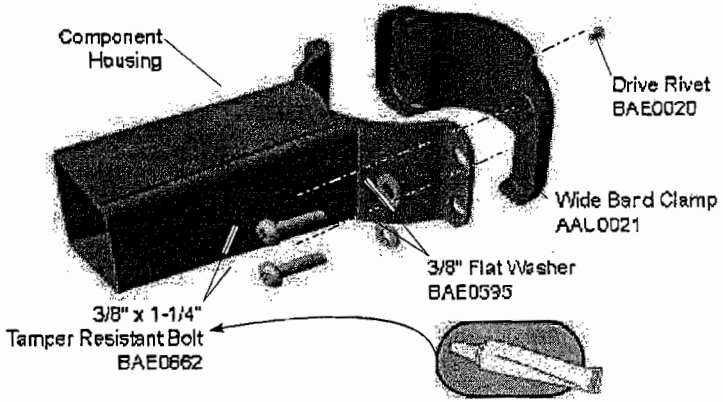
We have provided the following typical assembly drawings of the Playmakers® clamps for your reference.



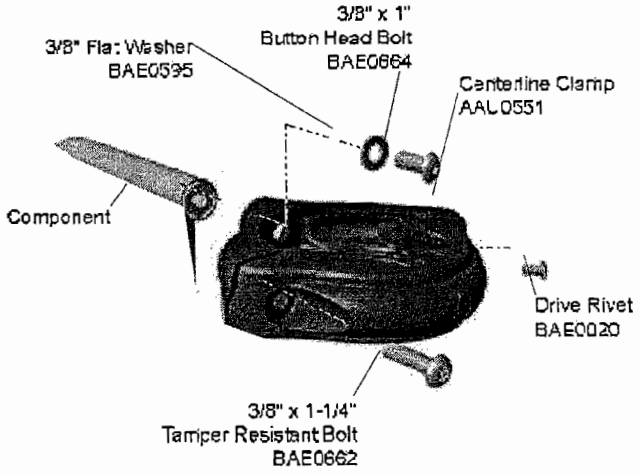
Pipe Clamp Assembly



Centerline Clamp Assemblies



Band Clamp Assembly



Installation Guidelines

AGE APPROPRIATE LABELS (COMPLIANCE WITH ASTM / CSA)

Each composite play structure and each independent (non "play functionally linked") unit must have a label applied.

__**Step 1:** Choose a conspicuous location that will be visible to adults.

All three labels are included. Only apply the label that is appropriate for your equipment.

__**Step 2:** Follow instructions for the type of structure or unit. The age range on the label should match the age range listed on the master composite structure top view drawing, or on the independent item's installation instructions.
Composite structures: Apply label approximately 4 ft to 5 ft. (1220 to 1525 mm) above the resilient surfacing material on a support post. Surface must be clean and dry before applying the label.
Independent items: Apply label in the line of sight above the resilient surfacing material on a support post or vertical surface. Surface must be clean and dry before applying the label. For smaller components (i.e. spring riders), place label on the back or side of the unit - not on the spring.

Important Note: *Do not place label on rotationally-molded plastic parts, Eco-Armour coated parts, or locations where children may step and wear off label.*

__**Step 3:** Remove backing sheet from label and apply label in position. Using the backing sheet, rub the label to smooth into place removing any wrinkles.

ASTM Labels

CSA Labels

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Installation Guidelines

FINAL INSPECTION

- Playworld Systems® insists on the installation of protective surfacing within the use zone of each play structure in accordance with the applicable standard for your area, appropriate for the fall height of each structure.

- Playworld Systems® strongly recommends close supervision of children as they play. The owners of playground equipment and the parents or guardians of children are responsible for this proper supervision.

- As the owner of playground equipment, you are responsible for the maintenance of the equipment and surrounding play area. A comprehensive maintenance and inspection schedule must be developed and all equipment inspected frequently. Refer to the inspection and maintenance schedule in the back of this booklet.

- Perform a thorough final check on the installed equipment to insure all equipment is installed as specified by manufacturer's installation instructions.

❑ Review all Installation Instructions for specified dimensions. Make sure dimensions called for in instructions agree with actual installation.

❑ Double check height dimensions. Height measurements are taken from the top of the protective surfacing material.

❑ Insure all fasteners are tightened according to tightening torque specifications listed on your installation instructions.

❑ Insure all exposed pipe ends have properly installed end caps. Insure that drive rivets are secure.

❑ Clean dried concrete off of components and any other affected surface.

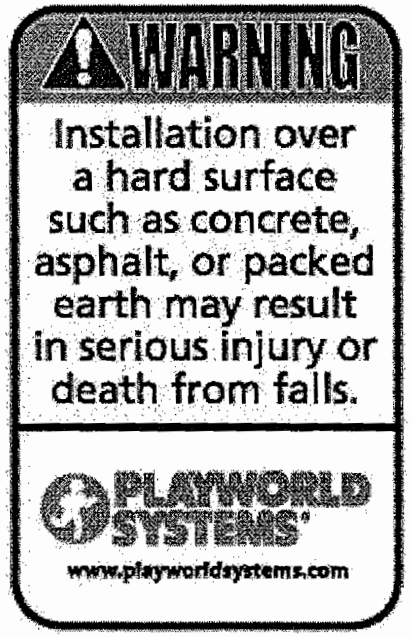
❑ Touch-up any scratches or installation damage to powder coated finish with color-matched spray paint.

❑ Allow adequate time for proper curing, both for concrete and urethane cement if rubber safety surfacing tiles have been installed.

❑ Insure that protective surfacing is properly installed according to recommendations. Footings must not be exposed. Refer to the florescent orange sheet included in the front of the installation instruction booklet titled "Owners Manual".

❑ Insure that hard surface warning/Playworld Systems® identification labels (shown below) are properly affixed to the play equipment. Labels are to be plainly visible according to current playground equipment guidelines. For areas complying with ASTM F-1487 or CSA Z-614 an age appropriate label must be applied in a visible location.

❑ Dispose of all packaging material properly. These materials which include large plastic bags and sheets can be a suffocation hazard. Dispose of these materials out of reach or contact of small children.



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PLAYWORLD

Clamps
- Inspect clamps to insure they are properly secured to the support posts.
- Use the supplied torx-style tamper-resistant bit to insure bolt connection is tight.
- Use the supplied 3/16" hex key wrench to insure the set screw connection is tight.
- Inspect drive rivets to insure they are intact and secure.
- Visually inspect clamps for cracks or breakage. If any damage is detected, barricade equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

Fasteners
- Inspect for loose fasteners.
  Tightening torque specifications are:
  Bolts and Nuts: Snug tighten and tighten an additional one-half turn.
  Set Screws: Snug tighten and tighten an additional full turn.
- If during the maintenance process a bolt needs to be removed from a part or parts, it will be necessary to apply a drop of liquid thread lock / loctite to the bolt before re-installation.
- Inspect for missing, worn or broken fasteners. If any missing, worn or broken fasteners are found, refer to the installation instructions for proper replacement fastener. If any damage is detected, barricade equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

Castings
- Inspect the aluminum castings to insure they are properly secured to the component.
- Visually inspect the castings for cracks or breakage. If any damage is detected, barricade the equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

Welds
- Inspect all welded joints. If any broken welds are detected, barricade equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

Slide
- Inspect entire sliding surface for obstructions, sharp points, cracks or jagged edges. If any damage to sliding surface is detected and is determined to be unsafe, barricade component to prevent use until repair is completed. Minor burrs or sharp edges may be removed by using a sharp utility knife or block plane to remove sharp burr.
- Inspect the exit region of slide for standing water. If standing water is detected, lower the exit region to provide a downward slope.
  Note: This will require the footing of the end support leg to be adjusted deeper.

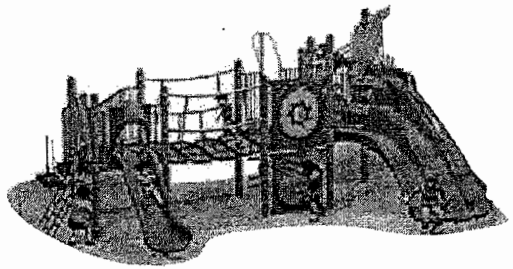
Plastic Parts
- Inspect all plastic surfaces for sharp points, cracks or jagged edges. If any damage is detected and is determined to be unsafe, barricade equipment to prevent use until repair is completed. Minor burrs or sharp edges may be removed by using a sharp utility knife or block plane to remove sharp burr.

Finish
- Inspect metal parts for finish damage.
  To repair painted surfaces, sand damaged area with sandpaper and wipe clean. Mask area and paint with primer and allow to dry. Paint primed area with color-matching paint and allow to dry. Recoat area with color-matching paint if required. Drying time is approximately 8 hours between coats.
  To repair the coating, contact the Playworld Systems' Customer Service Department for a coating repair touch-up kit.

Footings
- Inspect component to be solid in footing and secure. If any damage is detected, barricade equipment to prevent use until repair is completed.

Surfacing
- Refer to the specific surfacing maintenance detail sheet for additional information.

Equipment Maintenance
Playmakers®
Composite Structure



(representative structure)

Replacement Parts
- Refer to your installation instructions to obtain replacement part number.
- Contact your sales representative or call Playworld Systems' Customer Service for replacement part.

PLAYWORLD™
For Customer Service, Call
800-233-8404 or
610-522-9500 outside U.S.
1000 Buffalo Road • Lewisburg, PA 17837

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www.playworldsystems.com

Inspection Form

Preventive Maintenance
. . . for Safety's Sake!

- Be sure that you are using a copy of this nspection Form and not your original.
- Use the nspection Codes listed below and record condition of equipment at time of examination on the Inspection Checklist.
- Document any item from the Inspection Checklist that will require maintenance along with any corrective action on the Maintenance Schedule.
- Be sure to include appropriate dates and signatures on each section to properly document maintenance procedure.

INSPECTION CHECKLIST

	Frequency	Inspection Code	Inspection Date	Date Repairs Completed
Inspect plastic parts for damage.	Medium			
Inspect clamps for tightness and damage.	High			
Inspect metal parts for structural and finish damage.	Medium			
Inspect for loose, missing, worn, or broken fasteners.	High			
Inspect footing to insure support is secure and footing is not damaged.	Low			
Inspect surfacing to insure proper depth and distribution.	High			
Inspect sliding surface for obstructions and damage.	High			

Inspection Codes
P = Pass F = Fail
NA = Not Applicable

Inspector: Name (Please Print): _____ Signature: _____ Date: ___/___/___

MAINTENANCE SCHEDULE

Item in Question	Description of Problem	Corrective Action	Date

Repairer: Name (Please Print): _____ Signature: _____ Date: ___/___/___

Warranty: Playworld™

PLAYWORLD

GENERAL GUARANTEE:

PLAYWORLD SYSTEMS®, INC. warrants its products to be free from defect in materials or workmanship during normal use and installation in accordance with our published specifications. PLAYWORLD SYSTEMS, INC., further warrants as follows:

- Limited **Lifetime Plus Warranty** on steel and aluminum posts, all stainless steel hardware, clamps, T's, deck hangers, and post caps against structural failure due to defects in materials or workmanship.
- Limited **25-Year Warranty** on Spring Mates® castings and springs against structural failure due to defects in materials or workmanship.
- Limited **20-Year Warranty** on all Recycled Plastic Lumber against structural failure due to defects in materials or workmanship.
- Limited **15-Year Warranty** on all perforated-steel decks; PlayArmour® panels, roofs, crawl tubes; stainless steel slides and aluminum slides against structural failure due to defects in materials or workmanship.
- Limited **10-Year Warranty** on all rails, loops, rungs, fitness systems, rotomolded and sheet plastic components, Fun Centers, fiberglass signage, RockBlock™ Handholds, Indoor Climbing Wall Handholds, and accessible swing seat against structural failure due to defects in materials or workmanship.
- Limited **5-Year Warranty** on all Cushion Play®, GroundZerO® moving parts, Border Timbers and Site Amenities, including all benches, tables, litter receptacles and bike racks, against structural failure due to defects in materials or workmanship and PlayWeb™ cables against premature wear due to natural deterioration or manufacturing defects.
- Limited **1-Year Warranty** on Indoor Climbing Wall Mats against defects in material or workmanship, and on all other moving parts, swing seats, and any other materials not covered above.

PLAYWORLD SYSTEMS®, INC. has achieved ISO 9001:2000 certification. Awarded by SGS International Certification Services Inc. in 1998, ISO 9001:2000 is an exacting quality control standard for companies that design, manufacture, sell, and service products throughout the world. The standard contains stringent criteria that apply to every facet of doing business including sales, customer service, engineering, manufacturing, quality assurance, and shipping. Playworld Systems, Inc. is proud to hold this prestigious designation, another sign of our continuing efforts to provide our customers with the highest quality products and services available.

The warranty stated is valid only: if the structures are erected in conformity with the layout plan and/or installation instructions furnished by **PLAYWORLD SYSTEMS®, INC.** using approved parts; have been maintained and inspected in accordance with **PLAYWORLD SYSTEMS®, INC.'s** instructions; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to vandalism, misuse, neglect, or accident; have not been subjected to unauthorized addition or substitution of parts; and have not been modified, altered, or repaired by persons other than **PLAYWORLD SYSTEMS®, INC.** or its designees in any respect which, in the judgement of **PLAYWORLD SYSTEMS®, INC.,** affects the condition or operation of the structures.

This warranty does not cover: 1) Cosmetic damage or defects such as surface scratches, dents, marring, fading, or discoloration: 2) Damage due to normal wear and tear; 3) Damage due to "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, and windstorms; and 4) Damage due to "Environmental Factors", such as wind-blown sand, salt water, salt spray, and airborne emissions from industrial sources (sulfur, acids or corrosive chemicals, other than normal photochemical smog).

The warranties commence on the date of **PLAYWORLD SYSTEMS®, INC.** invoice. Should any failure to conform to any of the expressed warranties occur within the applicable warranty period, **PLAYWORLD SYSTEMS®, INC.** shall, upon notification in writing of the defect, correct such nonconformity, either by repairing any defective part or parts or by making available a replacement part within 60 days of the written notification. This shall be the purchaser's exclusive remedy.

PLAYWORLD SYSTEMS®, INC. shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts shall be guaranteed for the balance of the original warranty period.

This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Further, no representation, oral or written, of any PLAYWORLD SYSTEMS®, INC. representative may be substituted for the aforedescribed exclusive limited warranty. To the extent permitted by law, PLAYWORLD SYSTEMS®, INC. shall not be liable for any direct, indirect, special, incidental, or consequential damages, which are expressly excluded from this sale.

To make claim under the terms of this Warranty, the buyer's written statement of claim, along with a copy of the original invoice, maintenance records, and supporting photographs, must be sent to:
PLAYWORLD SYSTEMS, INC., 1000 Buffalo Road, Lewisburg, PA 17837-9795 USA.

TERMS and CONDITIONS:

PRICES: F.O.B. Lewisburg, PA Subject to change without notice.

FREIGHT CHARGES: Determined and collected by carrier.

LOSS or DAMAGE in TRANSIT: PLAYWORLD SYSTEMS®, INC. is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the shipment was made complete and in good condition. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages should be noted on the freight bill before it is signed.

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Design: PLAYWORLD SYSTEMS, INC. will continue to improve the equipment available for your play area and therefore reserves the right to change the design specifications without notice.

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Warranty Certificate

CONTROLLING TERMS: An order or acceptance of products by customer constitutes acceptance of these Terms and Conditions in their entirety, without regard to any terms and conditions contained in any document of customer, even if they are additional to and not in conflict with these Terms and Conditions.

PRICES: Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees and other charges. Any such taxes, fees and charges will, at PLAYWORLD SYSTEMS option, be added to the price, paid directly by the customer or reimbursed by customer if paid by PLAYWORLD SYSTEMS.

TERMS OF PAYMENT: Unless credit is specifically granted in writing by PLAYWORLD SYSTEMS, payment in full is due upon delivery. All payments for products released and shipped on approved credit accounts shall be due in full and in legal tender of the United States (unless otherwise indicated by PLAYWORLD SYSTEMS on the invoice) thirty (30) days from the date of invoice thereof.

If Customer fails to perform the terms of payment of any invoice or if the financial condition of Customer shall become impaired or unsatisfactory to PLAYWORLD SYSTEMS, PLAYWORLD SYSTEMS, in its sole discretion, reserves the right to change the terms of payment, require payment in advance or security or a guaranty satisfactory to and/or defer or discontinue further shipments without prejudice to any other lawful remedy available to PLAYWORLD SYSTEMS. PLAYWORLD SYSTEMS also reserves the right in the case of any of the foregoing events to cancel all of Customer's orders, in which event Customer shall fully compensate PLAYWORLD SYSTEMS for any commitments, obligations, expenditures, expenses and costs that may have incurred in connection with the orders (e.g., conversion charges, restocking charges).

A delinquency charge of 1-1/2% interest per month overdue will be charged on past due accounts but in no event will the delinquency charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by PLAYWORLD SYSTEMS in the enforcement of Customer's rights hereunder.

SET OFF: PLAYWORLD SYSTEMS shall have the right at any time and without notice, to set off any liability or obligation of Customer to PLAYWORLD SYSTEMS against any liability or obligation of PLAYWORLD SYSTEMS to Customer.

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FREIGHT CHARGES: Determined and collected by carrier.

LOSS or DAMAGE in TRANSIT: PLAYWORLD SYSTEMS is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages should be noted on the freight bill before it is signed.

DELIVERY: Delivery and shipment dates are estimates only, and does not guarantee delivery or shipment on or by such dates.

INSTALLATION: PLAYWORLD SYSTEMS shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts shall be guaranteed for the balance of the original warranty period. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH OUR INSTALLATION INSTRUCTIONS.

INSPECTION: All products must be inspected upon receipt and claims must immediately be filed with the transportation company and PLAYWORLD SYSTEMS when there is evidence of shipping damage, either concealed or external.

EXPORT: Customer is responsible for compliance with applicable export laws and obtaining the appropriate export licenses when reselling the products.

LIMITED WARRANTY:

PLAYWORLD SYSTEMS warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with our published specifications.

The warranty shall commence on the date of the PLAYWORLD SYSTEMS invoice and terminate at the end of the period stated below.

The warranty stated is valid ONLY if the products and structures are: erected properly and in conformity with the layout plan and/or installation instructions furnished by PLAYWORLD SYSTEMS using approved parts; maintained and inspected in accordance with PLAYWORLD SYSTEMS instructions; subjected to normal use for the purpose for which the goods were designed; not subject to vandalism, misuse, neglect, or accident; not subjected to unauthorized addition or substitution of parts; not moved, in whole or in part, after its initial installation unless authorized; and not modified, altered, or repaired by persons other than PLAYWORLD

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Warranty Certificate

SYSTEMS or its designees in any respect which, in the sole judgment of PLAYWORLD SYSTEMS, affects the condition or operation of the structures.

This warranty does not cover: 1) Cosmetic damage or defects such as surface scratches, dents, marring, fading, or discoloration; 2) Damage due to normal wear and tear; 3) Damage due to "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, and windstorms; and 4) Damage due to "Environmental Factors", such as wind-blown sand, salt water, salt spray, and airborne emissions from industrial sources (sulfur, acids or corrosive chemicals, other than normal photochemical smog).

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES MADE IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD SYSTEMS FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF ANY PLAYWORLD SYSTEMS REPRESENTATIVE MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE LIMITED WARRANTY.

EXCLUSIVE REMEDY: To make a valid claim under the terms of this Warranty, the Customer's written statement of claim (including a specific description of the defect), along with a copy of the original invoice, maintenance records, and supporting photographs, must be received by PLAYWORLD SYSTEMS at the following address:

1000 Buffalo Road,
Lewisburg, PA 17837-9795 USA

on or before the end of the applicable warranty period.

Should any breach of this warranty occur within the applicable warranty period, PLAYWORLD SYSTEMS shall, upon proper notification in writing of the defect, correct such defect, either by repairing any defective part or parts or by making available a replacement part, at PLAYWORLD SYSTEMS option, within 60 days of receipt of such written notification. PLAYWORLD SYSTEMS shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for removal, installation, assembly or otherwise. Any replacement part shall be subject to this warranty for the balance of the original applicable warranty period but not thereafter.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD SYSTEMS SHALL IN NO EVENT BE LIABLE IN CONNECTION WITH A PRODUCT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE FOR SUCH PRODUCT. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: PLAYWORLD SYSTEMS shall not be liable in any way because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary to order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

GOVERNING LAW: All matters relating to the sale of products or services shall be governed by the law of the Commonwealth of Pennsylvania U.S.A., notwithstanding any conflict of laws principles.

DISPUTES: Customer irrevocably consents to the exclusive jurisdiction and venue of the courts of Pennsylvania, U.S.A. in the United States District Court for the Eastern District of Pennsylvania in all matters arising out of or relating to the sale of products and/or services hereunder.

No action, regardless of form, arising out of, or in any way connected with, the products or services furnished by PLAYWORLD SYSTEMS, may be brought by Customer more than one (1) year after the date of the Customer's purchase order.

DESIGN: PLAYWORLD SYSTEMS will attempt to improve the equipment available for your play area and therefore reserves the right to change the design specifications without notice.

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Warranty Periods end as follows for the different types of products stated below:

Playworld® and PlayDesigns® products:

- **Lifetime** on steel and aluminum posts, all stainless steel hardware, clamps, T's, deck hangers, post caps and cast aluminum parts, except as otherwise specified below.
- **25 years** on Spring Mates® & PlayPals® aluminum castings, and steel coil springs and steel C-springs.
- **20 Years** on all Recycled Plastic Lumber.
- **15 Years** on all perforated steel decks, rails, loops, rungs, fitness systems, sheet steel, rotomolded and sheet plastic components; Eco-Armor™ panels, roofs and crawl tubes, stainless steel slides, aluminum slides and PlayWeb™ tubular steel parts.
- **10 Years** on fiberglass signage, RockBlocks® Handholds, Indoor Climbing Wall Handholds, accessible swing seats, steel-core cable, Fun Centers™, and precast concrete products, including Climbing Boulders™ and Diggables made from PolyFiberCrete®.
- **5 Years** on all Cushion Play®, swing seats, ground based play moving parts, Border Timbers and Site Amenities, including all benches, tables, litter receptacles and bike racks.
- **1 Year** on NEOS® lenses and light tubes; all electronic components, including all wiring harnesses, LED's, computer boards, buttons, speakers, scoreboard, and related hardware;* Indoor Climbing Wall Mats; all other moving parts, and any other materials not covered above. (*An extended 3-year NEOS® parts-only warranty is available for purchase. Contact your Playworld Systems Dealer for more information.)

Playworld®/PlayDesigns® Shade products:

- **20 Years** on steel posts, all hardware, clamps, shackles, wire, post caps and cast aluminum parts.
- **10 Years** on steel tensioning devices.
- **10 Years** on Shade fabric components against structural failure, mildew, significant fading, deterioration, cracking or discoloration due to ultraviolet exposure outdoor heat or cold, due to defects in materials or workmanship. Playworld Systems may repair or replace the product at its sole discretion. In the event that replacement of a product is warranted, Playworld Systems shall replace the product at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years.

LifeTrail® products:

- **Lifetime** on steel posts and stainless steel hardware.
- **10 Years** on all steel weldments, grab bars seat posts, ancillary steel equipment, rotomolded plastic components, and fiberglass signage.
- **5 Years** on all moving parts.
- **1 Year** on all other materials not covered above.

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Playworld Systems is a third generation, privately-owned manufacturing company. We care about our employees, our community, our neighbors and the environment in which we all share. We only have one planet and we want our children to grow up in a healthy one. Help us, help the environment stay green.

growing a green playstructure.

Playworld Systems is ISO 14001 certified, which guarantees that we meet the highest standards for environmental-responsible manufacturing.

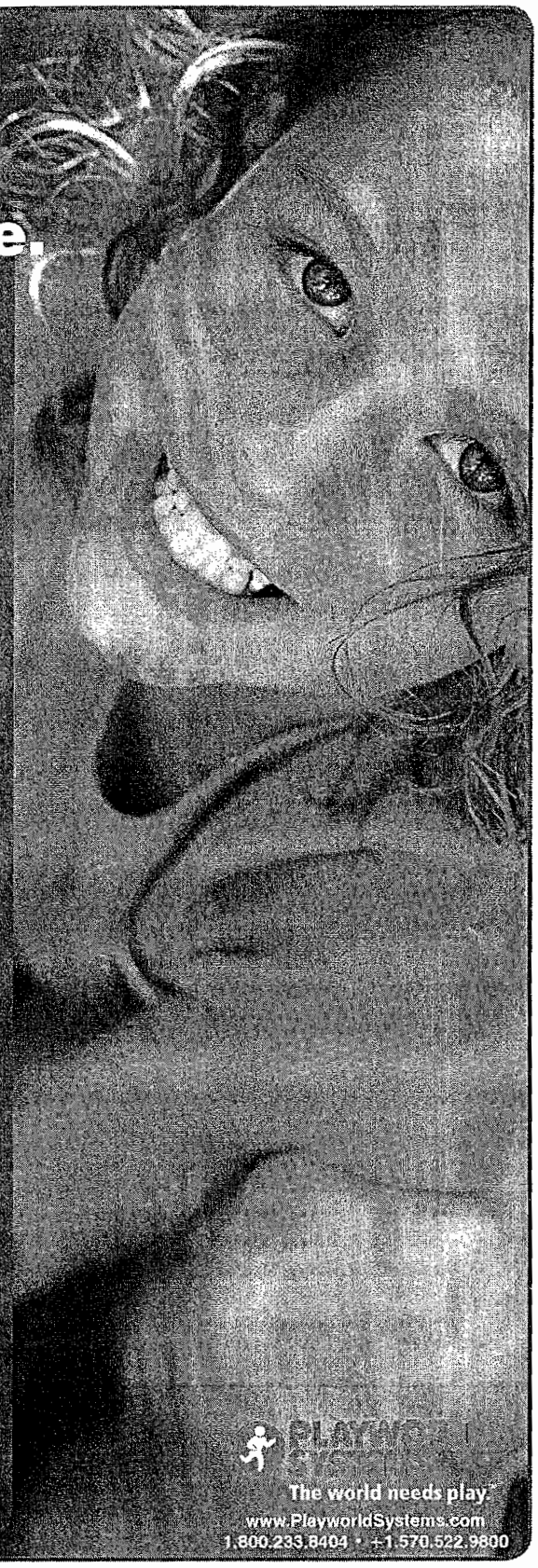
In 2004 Playworld Systems began the journey of becoming a lean enterprise. Lean is a systematic approach to identifying and eliminating waste through continuous improvement and constantly refining operations to become more efficient. As a result, we have achieved a 45% reduction in inventory while reducing average customer delivery time from 40 to 15 days, and improved on-time delivery from 93% to 97%.

Our packaging materials:
- 80%-100% recycled, recyclable and biodegradable in 2008.
- Shipping pallets meet USDA Foreign Agriculture Service & APHIS standards.

Our products:
- Border Timbers, Spring Mates®, post caps, steering wheels, Cushion Play® surfacing, aluminum posts and site amenities planks are made from 100% recycled materials. The Border Timbers and site amenities planks are also 100% recyclable.
- Steel posts, climbers, barriers and components are made from up to 50% recycled materials and are at least 95% recyclable.
- Perforated-steel decks, and PlayArmour®-coated steel roofs, tubes and panels are made from 25-75% recycled materials, and are 40-90% recyclable.
- Aluminum clamps, tees and deck hangers are made from 40% recycled materials.

Our facilities:
- In 2007, 90% of all waste we produced was recycled.
- As an ISO 14001 certified manufacturer, in 2007 alone, we recycled 2.3 million pounds of steel; over a half a million pounds of HDPE plastics; 54,000 pounds of wood; over 79,000 pounds of corrugated paper; 88,000 pounds of powder paint; 460 gallons of used oil.
- In 2005, we voluntarily upgraded our lighting system throughout our corporate facilities to non-hazardous T-5 florescent lights with electronic ballast, saving approximately 25,000 kilowatt hours and eliminated all hazardous mercury content. This new lighting system is 100% recyclable.
- To save energy and eliminate air contaminants, we perform extensive preventive maintenance on all equipment.
- By the end of 2008, an independent third party will complete a green energy feasibility study, which is an audit of our current energy consumption and efficiencies, and identify alternative energy sources.

Our employees:
- We recycle many items, including office paper, plastic bottles, aluminum cans, glass bottles and batteries. In 2007 alone, we recycled over 2,200 pounds of plastic bottles.
- Our employees are encouraged to constantly modify our processes in an effort to eliminate waste and align outcomes to the needs of our customers.
- Twice a year, we have a "free market" where employees can exchange items such as clothing. Any items not taken home are given to local charities.



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