



NOTICE OF SPECIAL MEETING
SEALY CITY COUNCIL
CITY COUNCIL CHAMBERS
415 MAIN STREET
SEALY, TX 77474
WEDNESDAY, APRIL 29, 2026
NOON

Notice is hereby given of a Meeting of the City Council of Sealy to be held on the abovementioned date, time, and location for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

A. Call to Order

B. Roll Call and Certification of a Quorum

C. Petition(s) and Public Comments

Comments may not be addressed to or at individuals and are limited to three minutes per speaker; however, if a large quantity of individuals has registered to speak, the time may be reduced. Speakers may not poll the council members or attendees.

D. Business

1. Discussion and Possible Action regarding Approving a Contract with All Play, Inc., for Design of Improvements to the Mark A. Chapman Park and the Abe and Irene Levine Family Park Playground Equipment.

E. Adjourn

CERTIFICATION

I, Sandra Vrabec, City Secretary of the City of Sealy, do hereby certify that the above notice of the City of Sealy, Texas, City Council, was posted in a place convenient to the general public (and the City's website) in compliance with Chapter 551, of the Texas Government Code, and at least 3 business days before the scheduled time of the meeting.

Sandra Vrabec, City Secretary



AGENDA ITEM NO:

SUBMITTED BY: Kimbra Hill, City Manager

SPECIAL CITY COUNCIL MEETING DATE: April 29, 2026

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Approving a Contract with All Play, Inc., for Design of Improvements to the Mark A. Chapman B&PW Park and the Abe and Irene Levine Family Park Playground Equipment.

ANALYSIS

Purchases of goods and services through a cooperative purchasing program satisfy state law requirements for competitive procurement; however, a formal contract or Professional Services Agreement (PSA) is still required to officially authorize the purchase and define the scope of work, including product specifications and installation details. The contract must also include negotiated terms and all legally required provisions to protect the City's interests.

Following the Parks Board's recommendation, which aligns with results from a recent community survey, Council directed the selection of the equipment and vendor. With the Economic Development Corporation (EDC) approval of \$400,000 in project funding, staff has proceeded with contract development. Additionally, staff has received communication from Sealy Independent School District Superintendent Dr. Hallmark indicating a potential agenda item for the Sealy ISD Board's April 29, 2026 meeting to authorize the superintendent to negotiate a new lease that aligns with the City's project timeline.

The PSA and associated proposal have been reviewed and approved by the City's purchasing consultant and will be reviewed by the City Attorney prior to the meeting.

RECOMMENDATION

Staff recommends approval of the Contract with All Play, Inc. for Design of Improvements to the Mark A. Chapman B&PW and the Abe and Irene Levine Family Park Playground Equipment.

FINANCIAL IMPACTS

The current fiscal year budget includes \$200,000 for replacement of playground equipment at Levine Park. However, the equipment at Chapman B&PW Park requires immediate replacement. By combining both park projects into a single proposal, the City anticipates cost savings of approximately 30–40%. To take advantage of these savings and ensure timely replacement of equipment to maintain safe public use, the SEDC has approved \$400,000 in funding for the project.

CONSTRUCTION CONTRACT

#2026-002

This Construction Contract ("Agreement") is entered into by and between City of Sealy, a Texas municipal corporation, and

All Play, Inc. ("Contractor")

Together, City and Contractor are referred to herein as the "Parties."

Recitals

WHEREAS, City seeks to engage Contractor to provide construction services relating to the project described in Exhibit "A" attached hereto (the "Project"); and

WHEREAS, Contractor has agreed to undertake and complete Project on behalf of City in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, it is agreed as follows:

1. Scope of Work.

- a. **The Work.** Contractor hereby contracts and agrees to provide all labor, equipment, tools, machinery, transportation, storage, supervision and services necessary, required or reasonably inferable, whether or not expressly set forth in any bid documents, to prosecute and complete in a single phase the installation and construction of the Project in accordance with the Project plans and specifications set forth (or referenced) in Exhibit "B" (collectively, the "Plans and Specifications"), which are hereby incorporated into and made part of this Agreement, and the terms and conditions of this Agreement (the "Work"). The Work shall be performed by Contractor in accordance with all applicable regulatory requirements and the Plans and Specifications. In the event of any conflict between the terms and conditions of this Agreement, the Plans and Specifications or any bidding documents, the terms and conditions of this Agreement shall control.
- b. **Changes in the Work.** City, without invalidating this Agreement, may order changes in the Work, consisting of additions, deletions or other revisions. Such changes in the work shall be authorized by written change order signed by City's authorized representative and Contractor ("Change Order"). The cost or credit to City from a change in the Work, together with any revisions to the completion date, shall be determined by mutual agreement between City and Contractor. Additionally, City has the authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Completion Date and not inconsistent with the intent of this Agreement ("Construction Change Directive"). Such changes shall be effected by written Construction Change Directive and shall be binding on City and Contractor unless Contractor timely delivers a written objection to City reasonably disclosing the basis for its objection, no later than three (3) business days after its receipt of the Construction Change Directive. Contractor shall carry out such written Change Orders and Construction Change Directives promptly. No change in the Work, the Contract Sum, the Completion Date, or any other obligations of the Contractor under the Agreement shall be authorized and enforceable except pursuant to a duly executed Change Order, a binding Construction Change Directive, or a modification to the Agreement.

2. Time of Completion.

- a. **Completion Time.** The Contractor shall achieve Substantial Completion and Final Completion of the Work, as such terms are defined below, in accordance with the timeframes set forth as follows:

- Completion of work after receipt of notice to proceed from the City will be 12 weeks.

The Commencement Date referenced in said exhibit shall be defined as the date for commencement of work set forth in a "Notice to Proceed" to be issued by City to Contractor after execution of this Agreement. Contractor shall commence the Work within seven days of the issuance of the Notice to Proceed by City.

- b. **Substantial Completion.** Substantial Completion of the Work is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Plans and Specifications so that City can utilize the Work for its intended use. At the time of Substantial Completion, any outstanding Work must be minor in nature, so that City could utilize the Project on that date without inconvenience or interference, and so that the completion of the Work by Contractor would not materially interfere with or hamper City in the use or enjoyment of the Project. Further, as a condition to substantial completion, Contractor must certify that all remaining Work is of a "punch list" nature, and will be completed by the deadline for Final Completion set forth above.
- c. **Final Completion.** Final Completion of the Work (sometimes referred to as "Completion of the Work") means the actual completion of the Work, including any extras or change orders reasonably required or contemplated under this Agreement, other than warranty work or replacement or repair of the Work performed under this Agreement. The Work will not be deemed finally complete until final inspection by and approval of City.
- d. **Time of Performance.** Time is of the essence of this Agreement and with regard to Contractor's performance of the Work. Contractor shall commence and proceed with its performance of the Work with reasonable diligence. City shall not dictate or determine the schedule of the working hours of Contractor; provided, however, that City may restrict the times during which Contractor accesses and performs Work on the Property and any portions thereof to normal working hours and days, consistent with written holiday schedules and policies of City which will be furnished to Contractor upon request.
- e. **Liquidated Damages.** Contractor and City recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the times specified in this Agreement, plus any extensions thereof allowed in accordance with this Agreement. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as penalty), Contractor shall pay City two hundred fifty dollars (\$250.00) for each day that expires after the deadline for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the deadline for Final Completion, plus any extensions thereof allowed in accordance with this Agreement, Contractor shall pay the City two hundred fifty dollars (\$250.00) for each day that expires after the deadline for Final Completion until the Work is completed and ready for final payment.
- f. **Mutual Waiver of Certain Damages.** Notwithstanding any other language to the contrary, Contractor and City hereby waive any and all claims against each other for consequential, incidental, punitive, exemplary, lost profits or loss of use damages, however caused. Nothing herein shall limit the right to collect liquidated damages under section e above.

3. Performance by Contractor.

- a. **Contractor's General Obligations.** Contractor agrees to perform the Work diligently, using the Contractor's best skill and attention, and in compliance with the highest applicable industry

standards. The Work will be performed by Contractor in a good and workmanlike manner strictly in accordance with the Plans and Specifications. Contractor will also be responsible for proper storage and security for all equipment and materials required for the Work. Contractor will supervise and direct the performance of the Work using its best skill and attention, in a manner commensurate with the usual standards of its profession. Contractor will be solely responsible for all construction, means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

- b. **Review of Field Conditions by Contractor.** Contractor agrees and acknowledges that it has generally examined the Property, has visually investigated the nature and conditions of the Property, has familiarized itself with conditions affecting the difficulty of the Work, and has agreed to the Work based on its own examination, investigation, and evaluation, and not in reliance upon any opinions or representations of City or any other party other than those within Owner supplied Contract Documents. Contractor will be responsible for locating all utility lines and facilities, including buried pipelines and cables, in the vicinity of the Work site, and will perform the Work in such a manner as to avoid damaging such lines, cables, and facilities and, if required, Contractor will contact all utility companies applicable to the Work site(s) and obtain a written designation of the location of all utility lines and facilities on the site(s) prior to commencing any of the Work.
- c. **Labor and Materials.** Unless otherwise agreed to in writing by City, Contractor shall furnish at its own cost and expense all services, labor, equipment, tools, transportation, facilities, and all other things necessary for the proper execution and completion of the Work.
- d. **Supervision and Construction Procedures; Safety.** Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. Contractor shall be responsible to City for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and any other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons present on the Property or performing the Work, (b) the materials and equipment used in the performance of the Work, and (c) other real and personal property at the site or adjacent thereto.
- e. **Compliance with Laws.** Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to the performance of the Work, including those bearing on safety of persons and property and their protection from damage, injury or loss. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, a subcontractor, a sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable for and for which Contractor is responsible hereunder, except for damage or loss attributable to acts or omissions of City and not attributable to the fault or negligence of Contractor.
- f. **Payment to Subcontractors.** Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from City, out of the amount paid to Contractor on account of such subcontractor's or supplier's portion of the Work, the amount to which such subcontractor or supplier is entitled, reflecting percentages actually retained from payments to Contractor on account of such subcontractor's or supplier's portion of the Work. Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in similar manner. City shall have no obligation to pay or see to the payment of money to a subcontractor or supplier except as may otherwise be required by law.

- g. **Warranties of the Work; Correction of Defective Work.** Contractor warrants to City that the performance of the Work will be free from defect and that the performance of the Work will comply with applicable laws and regulations. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranties shall commence on the Completion Date. Contractor shall promptly correct any Work determined by City to be defective or to fail to conform to the requirements of this Agreement, whether discovered before or after the Completion Date. Costs of correcting such defective or nonconforming Work shall be at Contractor's expense. **IN ADDITION TO THE FOREGOING AND ANY WARRANTIES SET FORTH IN THE PLANS AND SPECIFICATIONS, WHICH ARE HEREBY INCORPORATED BY REFERENCE, IF, WITHIN ONE YEAR AFTER THE DATE FOR COMMENCEMENT OF WARRANTIES ESTABLISHED HEREIN, ANY OF THE WORK IS DEEMED BY CITY NOT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THIS AGREEMENT, CONTRACTOR SHALL CORRECT IT AT NO COST OR EXPENSE TO THE CITY PROMPTLY AFTER RECEIPT OF WRITTEN NOTICE FROM CITY TO DO SO.** If Contractor fails to correct defective or non-conforming Work within a reasonable time, City may correct such defective or non-conforming Work and may deduct the reasonable cost thereof from any payment then or thereafter due Contractor, or may recover the costs of correction if Contractor has already been paid for the Work. Additionally, Contractor agrees to perform the Work in such manner so as to preserve any and all manufacturer's warranties associated with the materials. The provisions of this Section shall survive Final Completion of the Work or any earlier termination of this Agreement.
- h. **Cleaning Up.** Contractor will confine its activities to areas designated by City and must maintain these areas in a neat and clean condition. All excess material and trash generated from the prosecution of the Work will be neatly stockpiled in the area designated by City and removed from the site as frequently as necessary to maintain the site in a neat and safe condition. Upon the completion of any portion of the Work, Contractor will remove all equipment, materials, supplies, and temporary structures from the area of the completed portion and leave the area in a neat and clean condition. Contractor will also keep all adjacent properties, public or private, including streets, free of dirt, trash, debris, or other materials relating to or resulting from the prosecution of the Work. At completion of the Work, Contractor shall remove from and about the job site and surrounding area waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus material. Failure to comply with the clean up requirements set forth in this Agreement shall constitute a breach of this Agreement.
- i. **Contractor's Representations and Additional Warranties.** Contractor represents and warrants to City that, with respect to Contractor and each of the Agents:

 - i. Contractor is authorized and licensed, if applicable, to perform the Work, in Texas;
 - ii. Contractor has the full right, power, legal capacity and authority to enter into, execute and deliver this Agreement and to perform the obligations to be performed by Contractor; and
 - iii. Contractor is not a party to or bound by any agreement or contract or subject to any restrictions that would prevent the Contractor from entering into and performing the obligations under this Agreement.
- 4. **Prevailing Wages.** City is subject to the provisions of Chapter 2258, Subchapter B, Texas Government Code, pertaining to prevailing wage rates. In accordance with this statute, the City specifies the prevailing wage rate for Austin County as stated on Exhibit "D" as City's prevailing wage rate. Contractor agrees to pay not less than the specified prevailing wage rate to workers employed by it in the execution of the Work, and to comply with all applicable provisions of Chapter 2258, Subchapter B, Texas Government Code, including the recordkeeping required thereunder.
- 5. **Payment.** Payment for the Work shall be made to Contractor by City as provided herein below.

- a. **Total Compensation.** Contractor is entitled to receive compensation for the full and complete performance of the Work in the amount of **\$598,840.00** (the "Contract Sum"). The Contract Sum includes the items of Work set forth in Contractor's bid.
 - b. **Progress Payments.** As follows:

The City shall pay an amount of **\$59,884.00** upon execution of the contract and placement of the project order. The Contractor shall provide a invoice for this amount to the City and the City shall pay the Contractor for said down payment within thirty (30) calendar days after receipt of the invoice.

The Contractor will then invoice the City for progress payments on a periodic basis with the amount invoiced to be for work completed and materials delivered to the City as of the date of the invoice. A final invoice shall be submitted for the balance due and shall be paid upon completion of the project and punch list items. City shall pay Contractor for said work within thirty (30) calendar days after receipt of an invoice.
 - c. **Retainage.** None.
 - d. **Requirements for Payments.** Contractor shall submit with each invoice such documentation as may be required or requested by City to substantiate the amounts for which payment is requested, along with (a) a sworn representation and warranty by Contractor that it has properly performed and completed all Work for which payment is requested, (b) a release and waiver of Contractor's lien rights (conditioned upon Contractor's actual receipt of funds) in connection with the Work performed by Contractor through the applicable pay period, and (c) a sworn representation and warranty by Contractor (a "bills paid affidavit") that it has fully paid all known bills or obligations for Work covered in previously paid applications for payment. Upon request by the City and as a further condition of payment, Contractor shall obtain similar releases and waivers of lien rights and bills paid affidavits from its subcontractors.
 - e. **City's Right to Withhold Payment.** City shall be entitled to withhold payment from Contractor to the extent reasonably necessary to protect City as a result of (a) defective Work not remedied, (b) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by the Contractor, (c) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment, (d) damage to City property, or (e) the persistent failure to carry out the Work in accordance with the requirements set forth in the Agreement.
 - f. **Sales Tax.** City is a tax-exempt, political subdivision of the State of Texas. Accordingly, no sales tax will be charged to City or included in the Contract Sum.
 - g. **Final Payment.** The making of final payment by City will not constitute a waiver of claims by City. The acceptance of final payment by Contractor will constitute a waiver of claims by Contractor, except those previously made in writing and identified by Contractors as unresolved at the time of final application for payment.
6. **Termination.** This Agreement will continue in effect unless terminated by either Party as provided herein below.
- a. **Termination of the Agreement by City.** City may terminate the Agreement at any time for convenience (without cause) or for cause (due to Contractor's material breach). City may terminate the Agreement immediately following written notice of termination to Contractor. If termination is for cause, at City's sole option, Contractor may be given time to cure such breach as specified in the notice, after which the Agreement will terminate immediately if the breach is not cured. Upon receipt of City's notice of termination, Contractor shall stop all Work immediately but, unless expressly directed in writing by City to the contrary, shall take such actions reasonably necessary for the protection and preservation of the Work. In the event of termination for cause, City may take possession of the Work site and of all materials, equipment, tools and construction equipment and

machinery thereon owned by Contractor, require Contractor to assign its subcontracts to City, and may finish the Work by whatever reasonable method City may deem expedient. Contractor shall not be entitled to any further payment except to the extent of any amount by which the Work completed or installed by Contractor prior to termination and not previously paid for by City exceeds the amount due by Contractor to City, including all damages which City is entitled to recover against Contractor for breach of the Agreement. In the event that termination is for convenience, Contractor shall be paid for (a) the Work properly executed in accordance with the Agreement prior to the effective date of termination (to the extent not previously paid to or for the benefit of Contractor) and (b) the actual, reasonable costs necessarily incurred by Contractor to protect the Work following the termination as required herein (c) costs of any specially ordered materials not returnable or not able to be canceled and any restocking charge assessed thereon. City shall not be responsible for damages or recoveries arising from the termination of the Agreement except as expressly provided herein.

- b. **Termination of the Agreement by Contractor.** Contractor may terminate the Agreement only for cause (due to City's material breach). Contractor may deliver a written notice of termination of the Agreement to City setting forth in reasonable detail the basis for such termination and providing City with a period of not less than ten (10) calendar days to cure such default. If City fails to cure the default within the time period stated in the initial notice of termination letter, Contractor may terminate the Agreement no less than five (5) calendar days following delivery of a final notice of termination letter to City. Contractor access to the Property shall cease upon the effective termination of the Agreement; however, prior to leaving the Property, Contractor shall take such actions reasonably necessary for the protection and preservation of the Work. In the event of Contractor's termination for cause, Contractor shall be entitled to recover (a) payment for the Work properly executed in accordance with the Agreement prior to the effective date of termination (to the extent not previously paid to or for the benefit of Contractor) and (b) the actual, reasonable costs necessarily incurred by Contractor to protect the Work following the termination as required herein, demobilize Contractor's workforce, and cancel Contractor's subcontracts (c) costs of any specially ordered materials not returnable or not able to be canceled and any restocking charge assessed thereon. City shall not be responsible for damages or recoveries arising from the termination of the Agreement except as expressly provided herein.
 - c. **Survival of Obligations following Termination.** Except as may be expressly agreed in writing by the Parties, all warranty obligations or other obligations of the Contractor to complete or repair defective Work arising under the Agreement shall survive any termination of such Agreement (other than Contractor's termination of the Agreement for cause). Further, in the event of termination for any reason and by any Party, Contractor agrees to comply with City directives regarding the return of all materials purchased by City. Contractor shall provide reasonable cooperation to City in effecting a smooth and orderly transition of all matters that were being handled by Contractor prior to termination. All records, including all documents, articles or items that may be supplied by City to Contractor, shall be and remain the sole and exclusive property of City and shall be surrendered to it upon demand and, in any event, within five (5) days of termination. Upon the termination of the Agreement or this Agreement or upon the demand of City prior to termination, Contractor shall immediately deliver to City at such place or places as may be designated by it, any and all other property of City in its possession or under its control.
7. **Relationship of Parties.** The Parties understand and agree that Contractor shall provide the Work to City as a non-exclusive independent contractor, with all of its attendant rights and liabilities, and not as an agent or employee of City. Nothing in the Agreement or otherwise is intended or will be construed to create a joint venture, partnership, employment or similar relationship. Neither Contractor nor any of Contractor's employees, representatives or agents will be deemed to be employed by City or be eligible for any employee benefits from City and, except as may be required by lawful authority, City will make no deductions or payment for taxes, insurance, bonds or other sums. The name "City" may not be used by Contractor in any manner tending to give the impression that any authority has been delegated to Contractor or Agents other than that as an independent contractor. Neither Party shall have the authority to bind the other to any contract or agreement whatsoever. Nothing in the Agreement shall be interpreted as authorizing Contractor or Agents to act for City in the collection of money, extension of credit, acceptance of service of process, or to make any commitment that would bind City to any contract or

agreement. Contractor has sole authority and responsibility to hire, fire and otherwise controls its employees and neither Contractor nor its employees are employees of City. Contractor acknowledges and agrees that nothing herein shall entitle or render Contractor eligible to participate in any benefits or privileges provided by City for its employees.

8. **Taxes.** Contractor agrees to timely withhold and pay all taxes and fees assessed on Contractor or required of Contractor to pay or withhold to, for, or with respect to any person in connection with or incident to the performance of the Agreement, by the United States, any state and any governmental agency, as well as unemployment compensation insurance, social security, or any other taxes upon Contractor. Contractor acknowledges that Contractor is responsible for payment of all income taxes, including estimated quarterly payments. Contractor shall pay all sales tax for taxable materials and labor or services (to the extent such labor or services are taxable) purchased by or furnished to Contractor by its subcontractors and suppliers. All subcontracts shall be separated so that no sales tax is incurred, charged or paid on non-taxable labor or services.

9. **Insurance.**

- a. See Exhibit "C".

10. **Performance and Payment Bonds.** In accordance with Chapter 2253, Texas Government Code Contractor must provide City with the following: (i) a performance bond in the amount of the Contract Sum **\$598,840.00** and in a form and substance, and with a surety, satisfactory to City prior to commencement of the Work if the Contract Sum is in excess of \$100,000; and (ii) a payment bond in the amount of the Contract Sum **\$598,840.00** and in a form and substance, and with a surety, satisfactory to City prior to commencement of the Work if the Contract Sum is in excess of \$50,000.

11. **Indemnity.**

- a. **General Indemnification.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL INDEMNIFY AND HOLD CITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNITEES") HARMLESS FROM ALL CLAIMS, LIABILITIES, DAMAGES, LOSS, AND EXPENSE, INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES AND EXPENSES, CAUSED BY OR ALLEGEDLY CAUSED BY (1) THE PERFORMANCE OF THE WORK, ATTRIBUTABLE TO PERSONAL INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, OR ANY SUPPLIER, OR ANYONE, DIRECTLY OR INDIRECTLY, EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, OR (2) THE BREACH OF ANY WARRANTY OBLIGATION HEREIN. THIS OBLIGATION WILL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY THAT WOULD OTHERWISE EXIST UNDER THIS AGREEMENT OR AT LAW OR IN EQUITY AS TO ANY OTHER PARTY OR PERSON. THIS INDEMNIFICATION WILL EXTEND TO CLAIMS, DEMANDS, OR LIABILITIES FOR INJURIES OCCASIONED AFTER COMPLETION OF THE WORK, AS WELL AS DURING THE WORK'S PROGRESS. THE OBLIGATIONS IN THIS PARAGRAPH (A) APPLY **WHETHER ALLEGED OR ACTUAL, NEGLIGENCE, OR GROSS NEGLIGENCE ACTS OR OMISSIONS OR OTHER FAULT OF ANY INDEMNITEE CAUSED THE LOSS IN WHOLE OR IN PART**; PROVIDED HOWEVER, IN THE EVENT OF ANY JOINT OR CONCURRENT LIABILITY BETWEEN AN INDEMNITEE AND CONTRACTOR, CONTRACTOR'S OBLIGATIONS HEREIN WILL BE REDUCED BY THE PERCENTAGE OF NEGLIGENCE OR FAULT APPORTIONED TO THE INDEMNITEE; AND (B) INCLUDE WITHOUT LIMITATION, CLAIMS BY THE CONTRACTOR'S CREW OR EMPLOYEES AGAINST THE INDEMNITEES. This provision relating to indemnification shall survive the termination of this Agreement and may be enforced by City, or its successors or assigns.

- b. **Indemnification for Lien Claims.** PROVIDED CITY HAS FULLY PAID CONTRACTOR ALL UNDISPUTED AMOUNTS DUE ON THIS CONTRACT, CONTRACTOR SHALL INDEMNIFY CITY AND INDEMNITEES AGAINST ALL LIEN CLAIMS AND BOND CLAIMS, INCLUDING EXPENSES, COSTS OF BONDS TO REMOVE LIENS, AND ATTORNEYS' FEES RELATED TO SUCH CLAIMS, WHICH MAY BE ASSERTED BY MECHANICS, MATERIALMEN, SUPPLIERS, SUBCONTRACTORS OR EQUIPMENT LESSORS OF CONTRACTOR OR ITS

AGENTS OR ANYONE CLAIMING UNDER ANY OF THEM. IN THE EVENT LIENS ARE PLACED ON THE WORK OR THE PROPERTY, CONTRACTOR SHALL IMMEDIATELY OBTAIN A BOND TO REMOVE SUCH LIEN OR PROVIDE SUCH OTHER ALTERNATIVE SECURITY AS CITY DEEMS APPROPRIATE. IF BOND CLAIMS OR LIEN CLAIMS ARE FILED BY ANY SUBCONTRACTORS, MATERIALMEN, SUPPLIERS, MECHANICS OR EQUIPMENT LESSORS OF CONTRACTOR OF ITS AGENTS, CITY SHALL HAVE THE RIGHT TO SUSPEND PAYMENTS TO CONTRACTOR AND EITHER HOLD MONEY DUE CONTRACTOR OR, IF SATISFACTORY SECURITY IS NOT TIMELY FURNISHED, MAKE PAYMENTS TO SAID CLAIMANTS AND CHARGE THE PAYMENTS AGAINST CONTRACTOR.

- c. **Indemnification for Defense Costs.** CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY AND INDEMNITEES AGAINST ANY ATTORNEYS' FEES OR OTHER COSTS OR EXPENSES INCURRED BY CITY AND INDEMNITEES IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS OR CAUSES OF ACTION WITHIN THE SCOPE OF THIS SECTION 11 SHALL BE CONSTRUED AS A SEPARATE ITEM OF INDEMNIFICATION WHICH SHALL BE AN ABSOLUTE OBLIGATION OF CONTRACTOR EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARE INVALID OR GROUNDLESS.

12. **Dispute Resolution/Mediation.** The Parties agree to meet and confer in good faith on all matters of common interest or all controversies, claims, or disputes which may arise under the Agreement. The Parties agree that all disputes arising out of or relating to the Agreement that cannot be resolved through informal conference will be submitted to mediation prior to exercising any judicial remedies.
13. **Notices.** All notices and correspondence shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 13):

If to City:

Kimbra Hill
City Manager
City of Sealy
415 Main Street
Sealy, Texas 77474
Office 979-885-3511
khill@ci.sealy.tx.us

If to the Contractor:

All Play, Inc.
13903 Van Wall
Houston, Texas 77040-5445
Phone: (713) 939-9888

Attn: Patrick Stallings
Cell Phone: (281) 299-9450
patrick@allplayinc.com

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, if the notice is sent by certified mail. Confirmation of receipt of any facsimile sent must be received in order to presume that the transmission was received.

14. General Provisions.

- a. **Assignment.** This Agreement and Contractor's obligation and duties to City hereunder are not transferable or assignable by Contractor.
- b. **Waiver.** Failure of City at any time to enforce any provisions of this Agreement shall not be construed to be a waiver or relinquishment of City's rights granted hereunder or of the future performance of such provision, and the obligations of Contractor with respect thereto shall continue in full force and effect. No provision of this Agreement will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party giving the waiver or consent.
- c. **Choice of Law.** This Agreement is made under and will be enforced and construed in accordance with the laws of the State of Texas. All claims, disputes or causes of action arising hereunder will be resolved pursuant to Section 12 of this Agreement. Should, for any reason whatsoever, any claim, dispute, or cause of action fail to be resolved pursuant to Section 12 of this Agreement, such claim, dispute, or cause of action shall be filed in the court of competent jurisdiction in Austin County, Texas, which venue shall be exclusive.
- d. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute one of the same Agreements. Faxed and electronic scanned signatures and countersignatures shall be deemed originals for all purposes and proper evidence of assent of this Agreement.
- e. **Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected thereby, and it is also the intention of the parties that, in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid, and enforceable.
- f. **Attorneys' Fees.** Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof will be additionally entitled to recover court costs and reasonable attorney's fees, and all other litigation expenses, including deposition costs, travel, and expert witness fees, from the non-prevailing party.
- g. **Authority.** Each party represents and warrants that it has the full right, power, and authority to execute this Agreement and all related documents. Each person executing this instrument on behalf of a party represents that he or she is an authorized representative of and has the authority to sign this document on behalf the respective party.
- h. **Boycott Israel Certification.** For purposes of Chapter 2270 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor, boycotts Israel. The Contractor agrees that, except to the extent otherwise required by applicable federal law, including, without limitation, 50 U.S.C. Section 4607, neither the Contractor, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Contractor will boycott Israel during the term of the Agreement. The terms "boycotts Israel" and "boycott Israel" as used in

this clause has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code.

- i. **Terrorist Organization Certification.** For purposes of Subchapter F of Chapter 2252 of the Texas Government Code, at the time of execution and delivery of the Agreement, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor, (i) engages in business with Iran, Sudan or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" as used herein has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- j. **Disclosure of Interested Parties.** Contractor acknowledges that Texas Government Code Section 2252.908 ("Section 2252.908") requires business entities entering into a contract with a local government entity such as the City to complete a FORM 1295 promulgated by the TEC (which is available on the TEC website at <https://www.ethics.state.tx.us/forms/1295.pdf>) and to file it electronically with the TEC before the time the business entity executes and submits the contract to the local governmental entity. Contractor confirms that it has reviewed Section 2252.908, electronically filed a FORM 1295 with the TEC, and has provided the City with a completed FORM 1295 and certification of filing generated by the TEC's electronic filing application, as required by Section 2252.908.
- k. **Conflict of Interest Certification.** Contractor acknowledges that Texas Local Government Code Chapter 176 requires a vendor that seeks to or enters into a contract with a local governmental entity to file a conflicts of interest questionnaire if the vendor: (i) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer; (ii) has given a local government officer, or a family member of the officer, one or more gifts that exceed certain values; (iii) has a family relationship with a local government officer. Similarly, the Texas Penal Code prohibits the acceptance any benefit as consideration for a decision, opinion, recommendation, vote, or other exercise of discretion by a public servant. By execution of this Agreement, Contractor certifies as follows: (i) Contractor has fully complied with the applicable requirements of Chapter 176 of the Texas Local Government Code; (ii) Contractor has not provided any gift, payment or other benefit to any director or employee of the City; and (iii) Contractor has no other conflict of interest with the City, or any director or employee of the City.
- l. **Anti-Boycott of Energy Companies.** Contractor verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 13, 87th Texas Legislature, regular session, during the term of this Contract. This provision applies to a company with 10 or more full-time employees and a Contract that has a value of \$100,000 or more to be paid wholly or partly from the entity's public funds, as well as a sole proprietorship as a Contractor for purposes of this prohibition.
- m. **Nondiscrimination Against Firearm and Ammunition Industries.** Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by SB 19, 87th Texas Legislature, regular session.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by the last signatory hereto.

CITY OF SEALY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

ALL PLAY, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit “A”
Description of Work

Proposal

All Play, Inc.

13903 Van Wall

Houston, Texas 77040-5445

Phone: (713) 939-9888 * Fax: (713) 939-0304

1-800-842-9888

PROPOSAL SUBMITTED TO:		PHONE: 979-627-6115	DATE:
City of Sealy		FAX:	4/23/2026
STREET:		JOB NAME:	
415 Main Street		B & PW Park / Levine Park	
CITY, STATE AND ZIP CODE:		JOB LOCATION/SHIP TO:	
Sealy, TX 77474		1008 Main Street, Sealy, TX 77474 / 415 Main Street, Sealy, TX 77474	
SALES PERSON	JOB CONTACT:	E-MAIL	JOB PHONE
Patrick Stallings - (281) 299-9450	Brooke Kaiser	bkaiser@ci.sealy.tx.us	979-627-6115 - Brooke

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
	B&PW Park		
1	Little Tikes Commerical Playground Equipment in Drawing "B&PW 2026"	\$ 91,881.00	\$ 91,881.00
1	Approx. 3500 SF or Artificial Playground Turf - Includes:	\$ 77,000.00	\$ 77,000.00
	Playground Padding for 6'-8' CFH		
	Crushed Stone Base		
	Sand Infill		
	Installation		
1	Approx. 215 LF of 5' Concrete Sidewalk	\$ 22,000.00	\$ 22,000.00
	Levine Park		
1	Little Tikes Commerical Playground Equipment in Drawing "Levine 2026"	\$ 180,292.00	\$ 180,292.00
	Includes: (10) 6' Inground Benches		
1	Approx. 3850 SF of Poured-in-Place Rubber Safety Surfacing System	\$ 88,797.00	\$ 88,797.00
	2160 SF @ 2" Thick		
	1960 @ 3.75" Thick		
	Crushed Stone Base		
	50% Standard Color / 50% Black		
	Aromatic Binder		
1	Payment and Performance Bonds	\$ 17,965.00	\$ 17,965.00
	B&PW Park		
1	Installation of the new playground equipment in Drawing "B&PW 2026"	\$ 27,159.00	\$ 27,159.00
	Levine Park		
1	Installation/General Construction of the new playground equipment in darwing	\$ 81,556.00	\$ 81,556.00
	"Levine 2026"		
	Pricing better than BuyBoard Contract #781-25		
1	Fall Surfacing Surcharge: Surcharge is based on current market pricing and price may be increased based on market conditions at time of installation	\$0.00	\$0.00
	Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.	SUB TOTAL	\$ 586,650.00
CAUTION: Never install playground equipment over a hard surface such as asphalt or concrete. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Product Safety Commission recommendations for surfaces under playgrounds.		S&H (Freight)	\$ 11,950.00
		ERF	\$ 240.00
		TAX	Exempt
The ESTIMATED installation date for this equipment is _____ days from the date this fully executed proposal is received by All Play with applicable monies due.		TOTAL	\$ 598,840.00

We hereby propose to furnish material and labor – complete in accordance with above specifications, for

the sum of Five Hundred Ninety Eight Thousand Eight Hundred Fourty Dollars

\$ 598,840.00

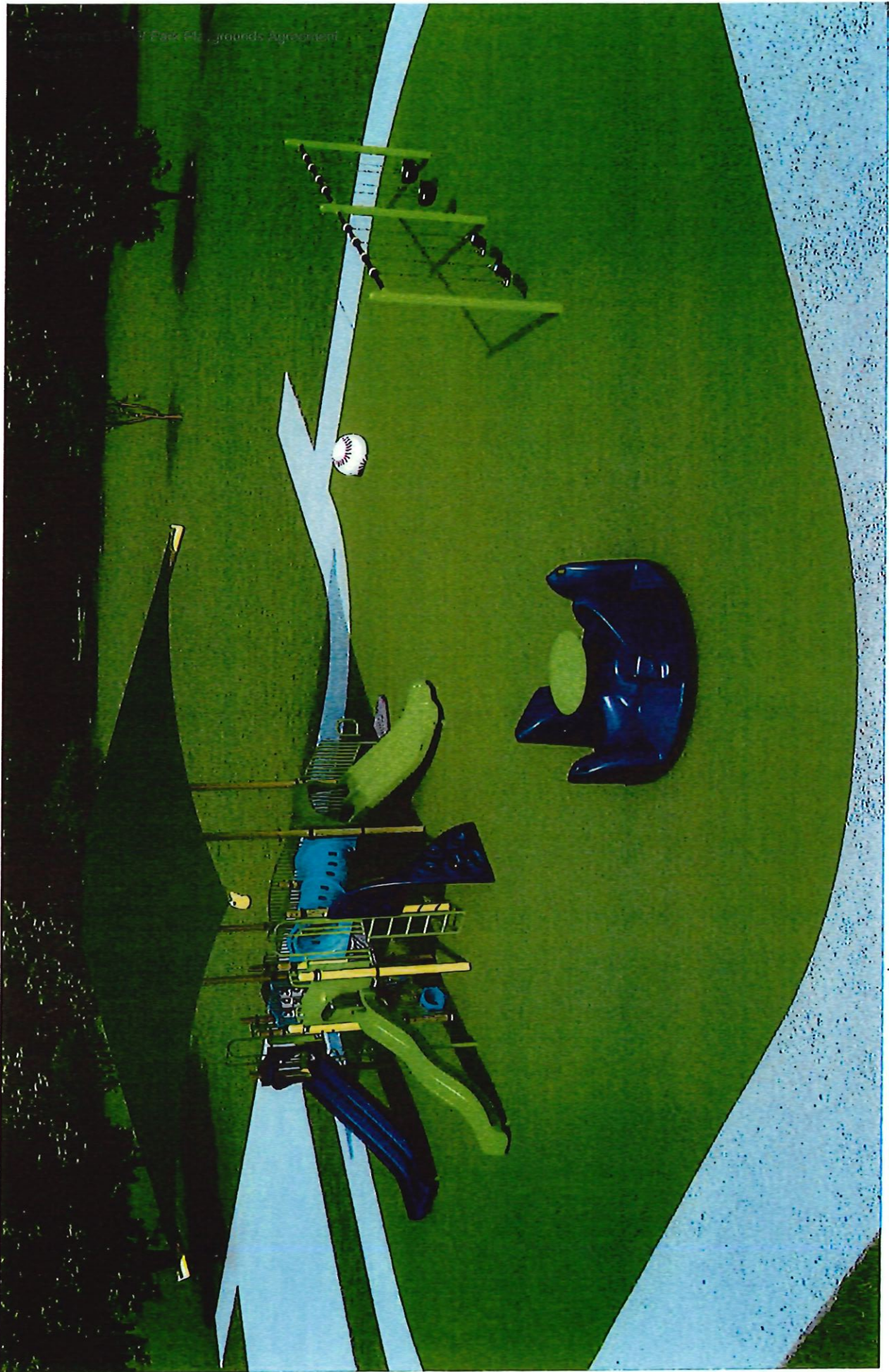
Payment Terms:

See Section 5.

Authorized Signature: _____

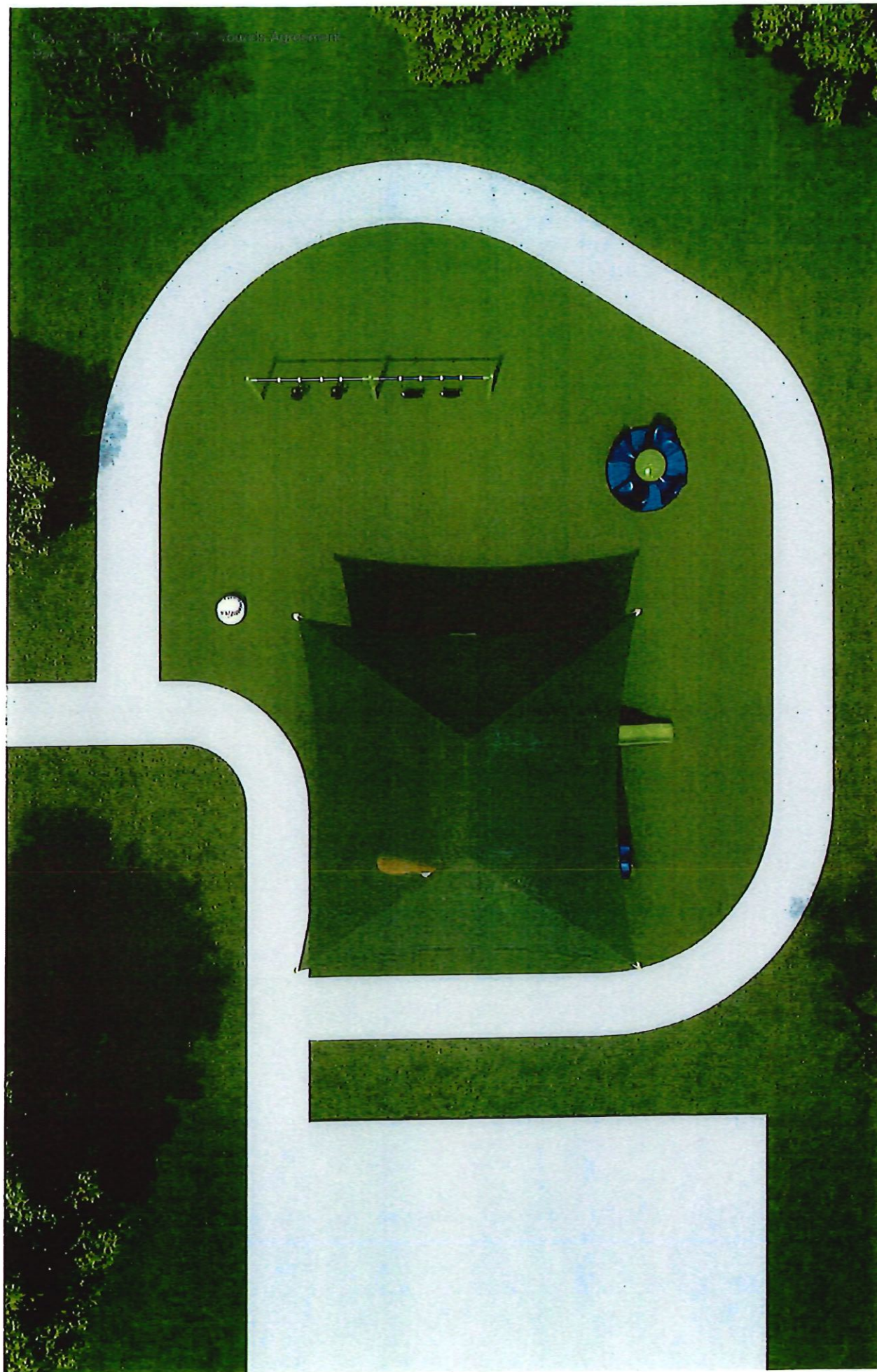
Patrick Stallings

Exhibit "B"
Plans and
Specifications









GENERAL NOTES

AGE GROUP

5-12 YRS

1. THE PLAYGROUND SHALL BE DESIGNED AND CONSTRUCTED TO MEET THE REQUIREMENTS OF THE ASTM F1487 STANDARD FOR SAFETY OF PLAYGROUND EQUIPMENT.
2. THE PLAYGROUND SHALL BE DESIGNED TO BE ACCESSIBLE TO ALL CHILDREN WITH PHYSICAL ABILITIES.
3. THE PLAYGROUND SHALL BE DESIGNED TO BE ACCESSIBLE TO ALL CHILDREN WITH PHYSICAL ABILITIES.
4. THE PLAYGROUND SHALL BE DESIGNED TO BE ACCESSIBLE TO ALL CHILDREN WITH PHYSICAL ABILITIES.
5. THE PLAYGROUND SHALL BE DESIGNED TO BE ACCESSIBLE TO ALL CHILDREN WITH PHYSICAL ABILITIES.
6. THE PLAYGROUND SHALL BE DESIGNED TO BE ACCESSIBLE TO ALL CHILDREN WITH PHYSICAL ABILITIES.
7. THE PLAYGROUND SHALL BE DESIGNED TO BE ACCESSIBLE TO ALL CHILDREN WITH PHYSICAL ABILITIES.
8. THE PLAYGROUND SHALL BE DESIGNED TO BE ACCESSIBLE TO ALL CHILDREN WITH PHYSICAL ABILITIES.
9. THE PLAYGROUND SHALL BE DESIGNED TO BE ACCESSIBLE TO ALL CHILDREN WITH PHYSICAL ABILITIES.
10. THE PLAYGROUND SHALL BE DESIGNED TO BE ACCESSIBLE TO ALL CHILDREN WITH PHYSICAL ABILITIES.

PROJECT:

HOUSTON, TX
LTCPS REP:
Patrick Stallings
ALL PLAY, INC
Enter Phone No.

GROUND SPACE: 52' x 42'-6"

PROTECTIVE AREA: 71' x 54'-6"

DRAWN BY: Patrick Stallings
DATE: 03/20/2026
PROJECT: 26005292

LTCPS - FARMINGTON
1878 EAST HIGHWAY 60
MONETT MO 65708
VOICE: 1-800-325-8828
FAX: 417-354-2273

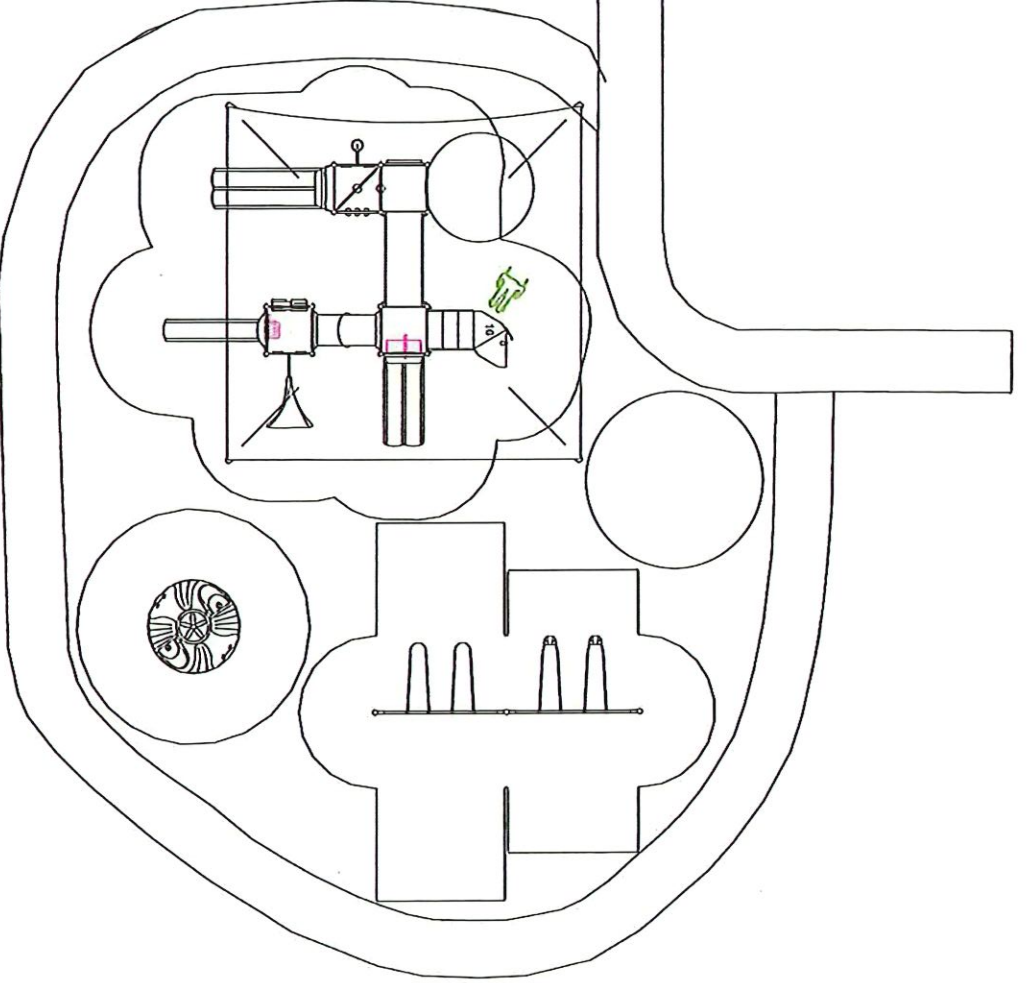
PLAYGROUND LAYOUT COMPLIANCE:

ASTM F1487 - PLAYGROUND EQUIPMENT FOR PUBLIC USE
CPSC HANDBOOK FOR PUBLIC PLAYGROUND SAFETY

THIS PLAYGROUND DESIGN MEETS THE FINAL ACCESS BOARD REGULATION.



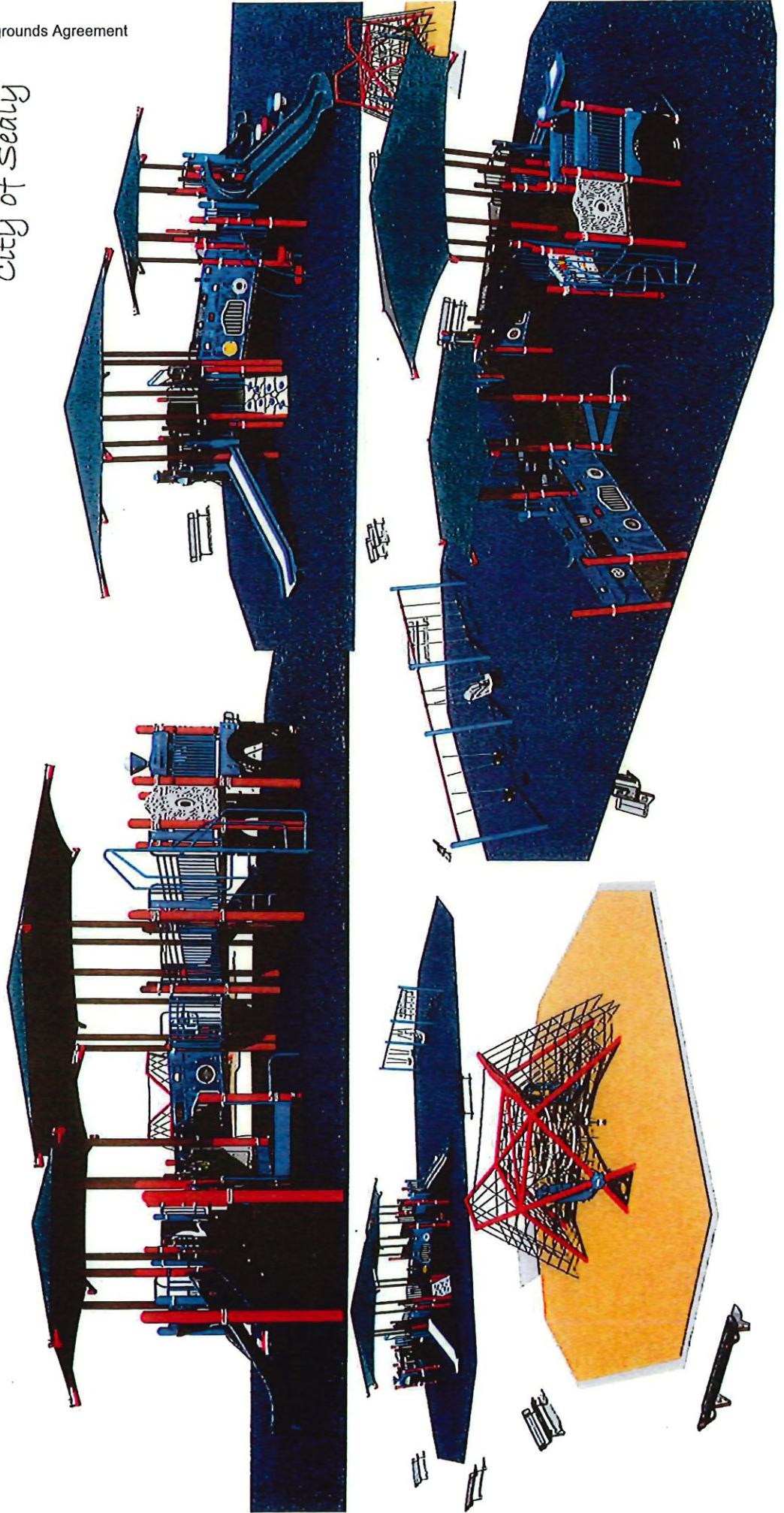
THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE MEETING THE REQUIREMENTS OF THE CPSC HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.



ALL PLAY



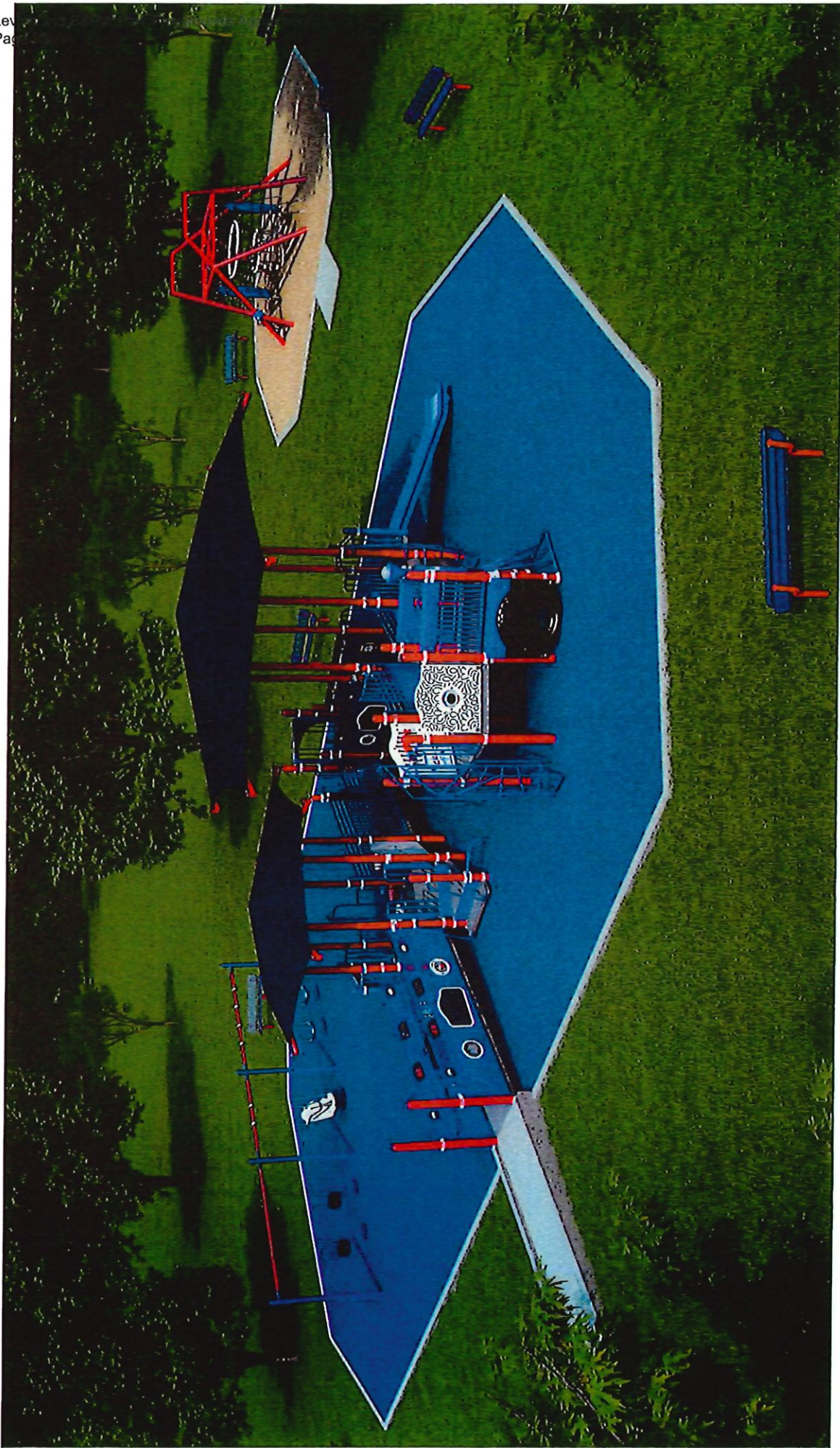
Levine Park
city of sealy

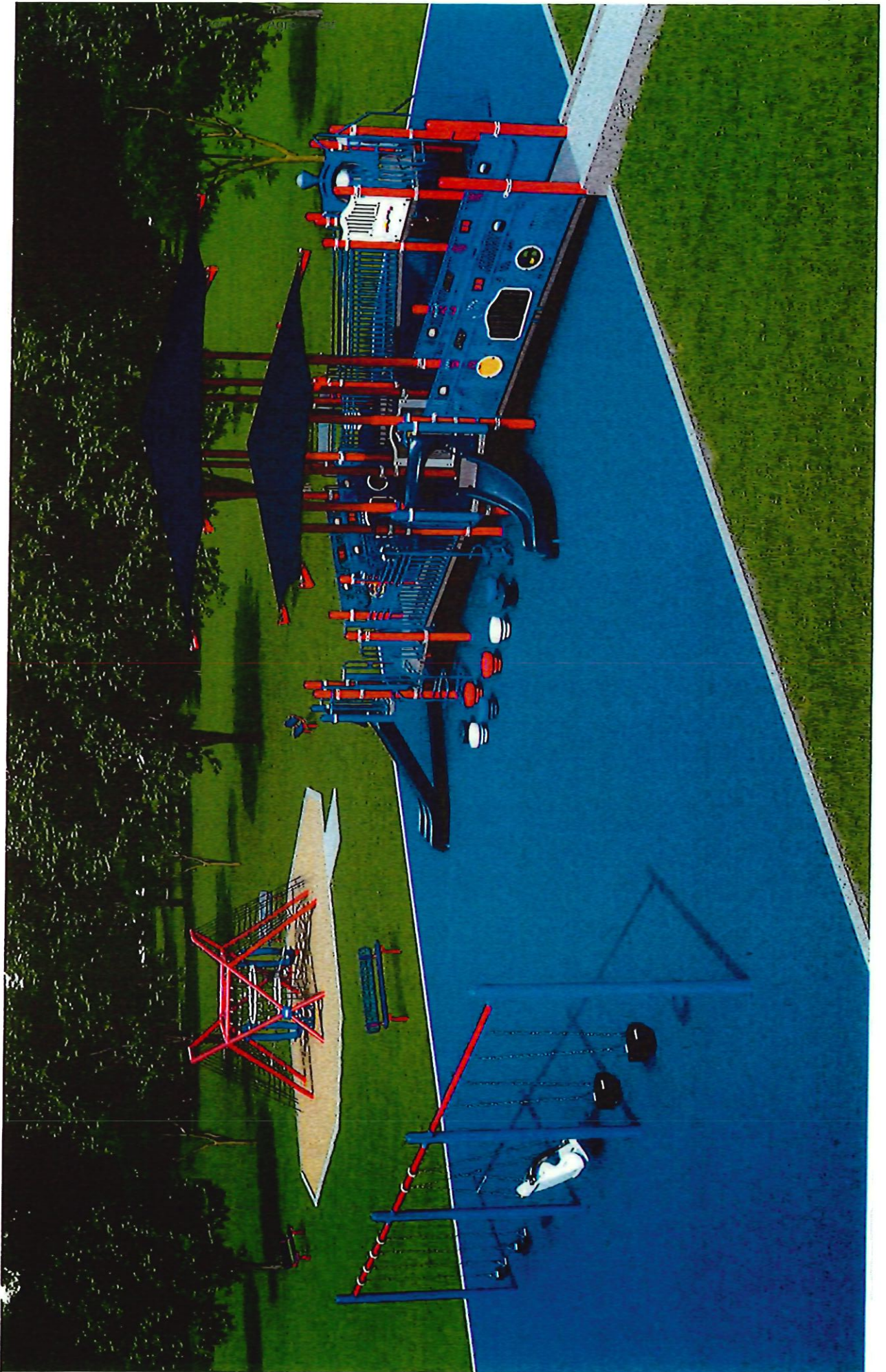


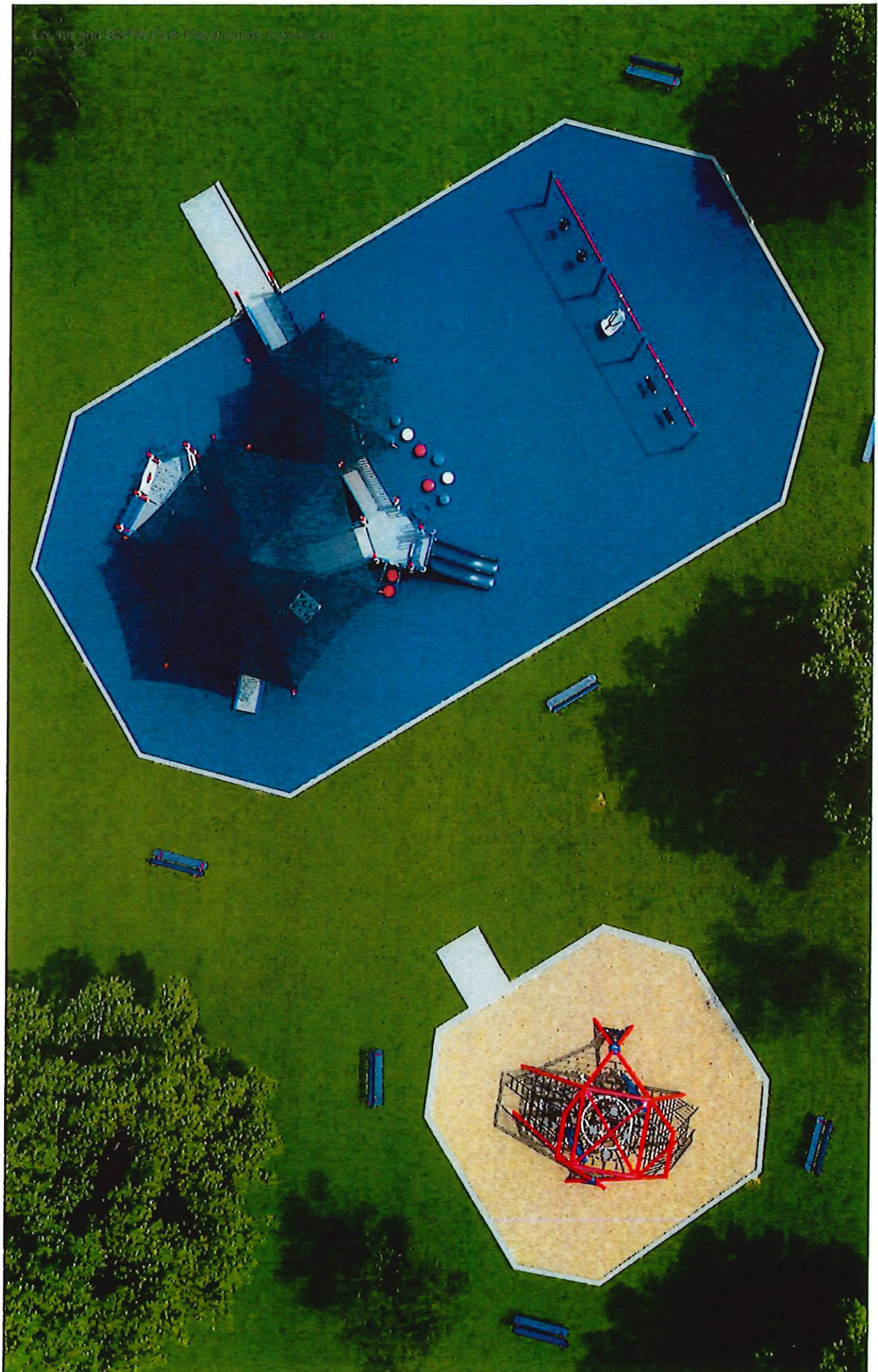
All Play - Levine











GENERAL NOTES

AGE GROUP

- ☐ 3-YRS ☒ 5-12YRS ☐ 13YRS
1. THE USER SHALL BE RESPONSIBLE FOR THE PROPER USE OF THE EQUIPMENT. THE USER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE EQUIPMENT. THE USER SHALL BE RESPONSIBLE FOR THE PROPER REPLACEMENT OF THE EQUIPMENT.
 2. THE USER SHALL BE RESPONSIBLE FOR THE PROPER USE OF THE EQUIPMENT. THE USER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE EQUIPMENT. THE USER SHALL BE RESPONSIBLE FOR THE PROPER REPLACEMENT OF THE EQUIPMENT.
 3. THE USER SHALL BE RESPONSIBLE FOR THE PROPER USE OF THE EQUIPMENT. THE USER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE EQUIPMENT. THE USER SHALL BE RESPONSIBLE FOR THE PROPER REPLACEMENT OF THE EQUIPMENT.
 4. THE USER SHALL BE RESPONSIBLE FOR THE PROPER USE OF THE EQUIPMENT. THE USER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE EQUIPMENT. THE USER SHALL BE RESPONSIBLE FOR THE PROPER REPLACEMENT OF THE EQUIPMENT.
 5. THE USER SHALL BE RESPONSIBLE FOR THE PROPER USE OF THE EQUIPMENT. THE USER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE EQUIPMENT. THE USER SHALL BE RESPONSIBLE FOR THE PROPER REPLACEMENT OF THE EQUIPMENT.

PROJECT:

HOUSTON, TX
LTOPS REP:
Patrick Stallings
ALL PLAY, INC
Enter Phone No.

GROUND SPACE: 102' x 118'-6"
PROTECTIVE AREA: 80'-6" x 109'

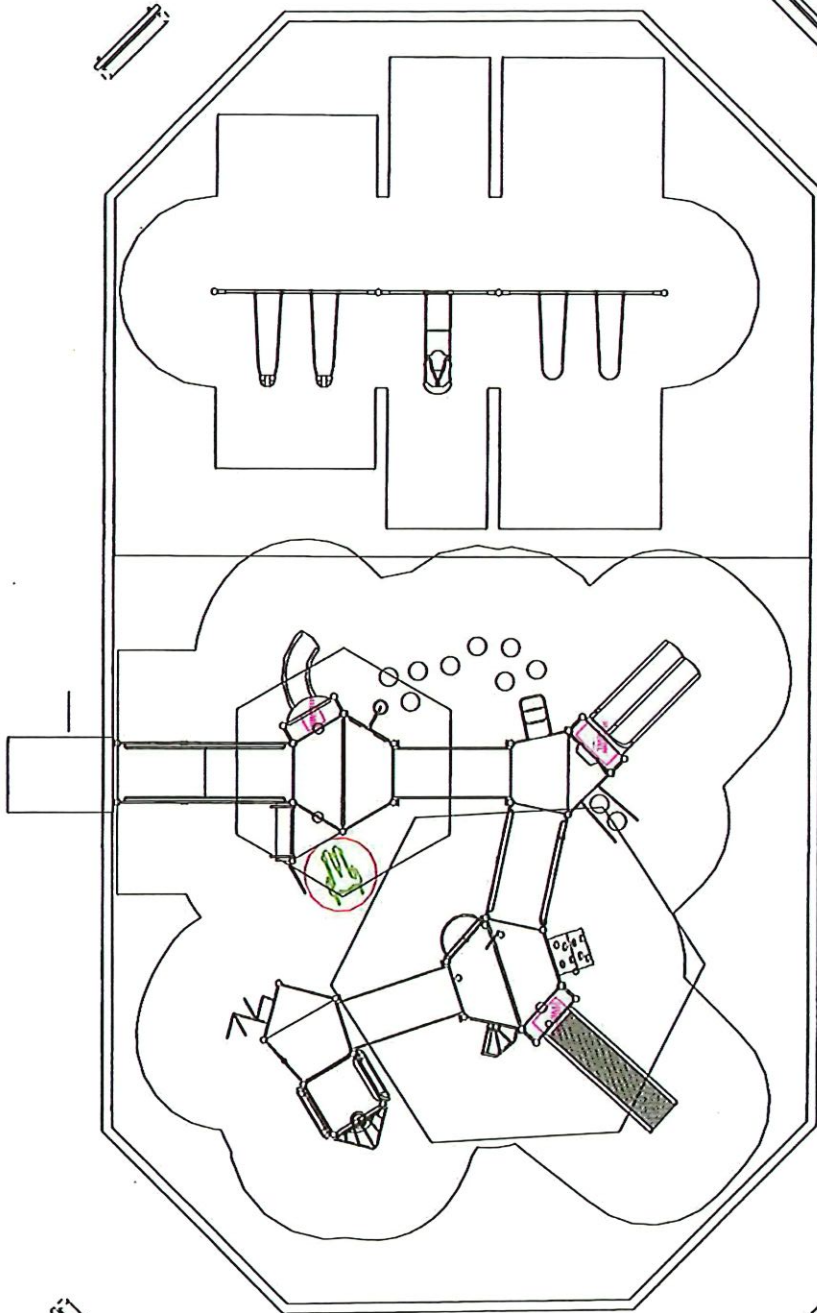
DRAWN BY: Patrick Stallings
DATE: 03/19/2026
PROJECT: 26005292

LTOPS - FARMINGTON
6378 EAST HIGHWAY 60
CAMONETT MO 65708
VOICE: 1-800-325-8828
FAX: 417-354-2273

PLAYGROUND LAYOUT COMPLIANCE:

☒ ASTM F1487 - PLAYGROUND EQUIPMENT FOR PUBLIC USE
☒ CPSC HANDBOOK FOR PUBLIC PLAYGROUND SAFETY

☒ THIS PLAYGROUND DESIGN MEETS THE FINAL ACCESS BOARD REGULATION.





Why Little Tikes Commercial

Plastic Colors

Produced with a compound resin, UV stabilizers, and anti-static guard for superior color fastness, strength, and durability.



Compression Molded Plastic Color Combinations



Belt Swing Seat Colors

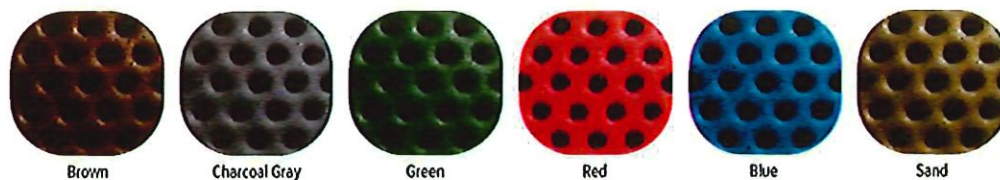


Tire Swing Colors



Vinyl Coating Colors

Available coating colors for decks, steps, ramps, and bridges are shown below. Some colors are not available on certain structures—see your representative for details.



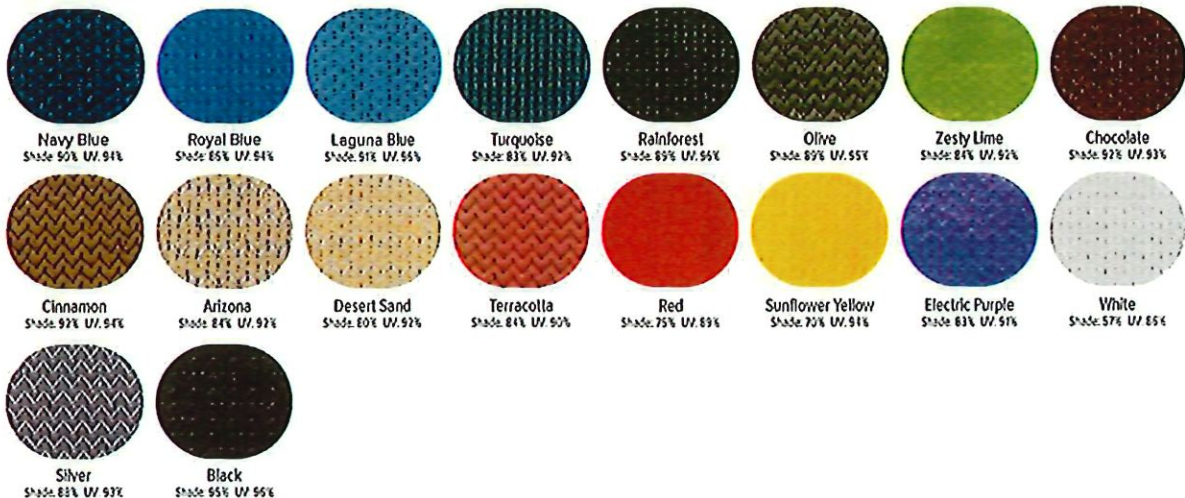


Post and Accent Colors

Achieved with a multi-layer paint application process that combats rust/corrosion and ensures a long-lasting finish.

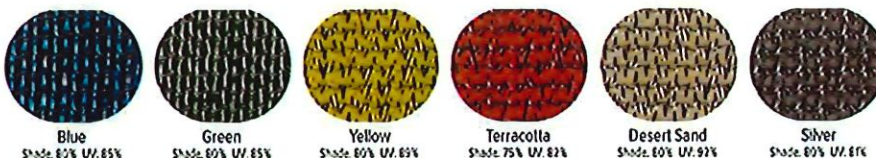


Shade Fabric Colors



Shade Fire Retardant Fabric Colors

Rated the best fire retardant shade fabrics in the industry and they tolerate exposure to harsh and extreme outdoor elements. These fabrics also conform to and exceed California's State Fire Marshall Flame - RETARDENCY Test and the NFPA701 Standard Methods of Fire tests for Flame Propagation.



Colors are subject to change without notice. The color swatches are for reference only, and are an approximation that do not reflect the properties of physical materials, and can vary when printed. For more information on color samples and the most up-to-date specifications consult your local representative. Little Tikes Commercial uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on pigments and pigments, and all colors will fade over time. Little Tikes Commercial does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.

WARRANTY

Little Tikes Commercial warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by PPLT Farmington, Inc. (PlayPower Little Tikes Commercial) carry only the following warranties:

1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Aluminum deck posts, steel deck posts, stainless steel hardware, cast aluminum parts, and KidBuilder® steel clamps.

2. LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

3. LIMITED TEN (10) YEAR WARRANTY: Fabric shade steel frames, Naturtek® products, Shadesure® and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure® fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

4. LIMITED EIGHT (8) YEAR WARRANTY:

- Fiberglass signage, precast PolyFiberCrete or precast concrete products.
- Integrated Shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shade of red).

5. LIMITED FIVE (5) YEAR WARRANTY:

- Clever Climbers® products, including, but not limited to polyethylene slides, enclosures, main structure, decks, and plastic components.
- PVC coating and PE coating against cracking or peeling.
- Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
- GFRP (Glass Fiber Reinforced Polymer) Products.
- Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating).
- Accessible swing seats latch and hinge mechanism.
- Concerto products (Note Exception: Warranty does not cover mallets or Tall Chime cable assemblies).

6. LIMITED THREE (3) YEAR WARRANTY: KidTiles®, Playground Sculptures, products flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.

7. LIMITED ONE (1) YEAR WARRANTY:

- Learning Lab Sensory Tables and Tot Tree plastic components.
- Belt Swing Seats, and Bucket Tot Swing Seats.
- All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

8. LIMITED SIX (6) MONTH WARRANTY:

- PlaySoleil® solar-powered light.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial does not warrant that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyer shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so.

Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Little Tikes Commercial's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fall of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

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

Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's Installation Instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions.

Warranties specifically do not cover Little Tikes Commercial products:

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

Little Tikes Commercial does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

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



Unlimited Play Certified Design

This certifies that The City of Sealy - Levine Park Playground is in compliance with the Unlimited Play Playgrounds Platinum criteria for inclusive design.

Little Tikes Commercial Play Systems and Unlimited Play are working together to provide universally accessible playgrounds that promote health and wellness while transforming communities by providing the freedom of play for ALL children and families.

Issued: March 28, 2026

All Play Recreation
Patrick Stallings

Little Tikes Commercial

Greg Sippel

Sales Director-Eastern US

Natalie Mackay

Founder and CEO Unlimited Play



© Shaw Industries Group, Inc.
Shaw Industries Group, Inc.
Corporate Sustainability
PO Drawer 2128 Mail Drop: 071-01
Dalton, GA 30722-2128

May 10, 2023

SHAW GRASS PFAS STATEMENT

Dear Valued Customer:

Shaw has a longstanding commitment to sustainability and the responsible manufacture of our products. This includes a strong focus on the material chemistry of our products. This commitment applies to our brands and is inclusive of Shaw Grass.

PFAS chemicals are one of many substances that we require our supply partners to disclose the presence of in raw materials, components, and finished goods purchased by Shaw. Based on information provided to date by suppliers, Shaw Grass does not use PFAS chemicals currently listed on California's Proposition 65 regulations or identified as target analytes in USEPA Methods for analysis of PFAS (specifically Methods 533, 537, 3827 and Draft Method 1633) to manufacture the components of its turf products.

We are committed to continuously improving the performance and material health profile of our Shaw Grass products. If you have any questions, please email us at sustainability@shawinc.com

Corporate Sustainability & Product Stewardship
Shaw Industries Group, Inc.
(CRH)

1/2" Wearing Course

Base Course
(varies)



Concrete, Asphalt or
Compacted Stone



MANUFACTURER'S SPECIFICATIONS:

DuraPlay Surfacing System



PART 1 – GENERAL

1.01 SCOPE

Provide all materials, labor and equipment necessary to install the DuraPlay Surfacing System.

1.02 DESCRIPTION

The DuraPlay Surfacing System is primarily used for playgrounds. It provides overall consistent fall protection and can be easily customized to meet any safety, design and aesthetic requirements. This ADA compliant surfacing creates a resilient, monolithic pad in turn, providing a safe, clean, maintenance-free space for children to play on.

1.03 COMPOSITION

DuraPlay Surfacing System consists of two layers.

- A. Base mat made of 100% recycled styrene butadiene rubber (SBR) mixed with high-grade polyurethane.
- B. Top Surface made of ethylene propylene diene monomer (EPDM) or Thermoplastic Vulcanizate (TPV) mixed with polyurethane.

1.04 QUALITY ASSURANCE

A. Product

- 1. All components of the DuraPlay Surfacing System shall be obtained from DuraPlay or its authorized distributors. No substitutions or additions of other materials shall be submitted without prior written permission from DuraPlay, Inc.
- 2. System shall be warranted by manufacturer for any defects in material and workmanship.
- 3. No prorated warranties permitted.

B. Qualification

- 1. Surface must be IPEMA certified.
- 2. Test results- see applicable standards section 2.2, A.
- 3. Manufacturer must be in business at least 5 years.
- 4. The Applicator/ Installer shall be trained and approved by DuraPlay, Inc. and must have installed a minimum of 10 applications.



150 Brownson Lane, Driftwood, TX 78619

C. Applications

1. Acceptable substrates for the DuraPlay Playground System include asphalt, concrete and compacted stone. Other substrates shall be approved by Duraplay, Inc. prior to application.
2. Conditions of all substrates with respect to structural and drainage performance must be evaluated and approved by the applicator prior to applying the DuraPlay Surfacing System. Owner or General Contractor is responsible for drainage.

D. Acceptable Manufacturers

1. DuraPlay, Inc.

E. Proposed substitutions are required to provide product data demonstrating that they meet or exceed product specifications complying with this section.

1.05 SUBMITTALS

- A. Material product data
- B. DuraPlay Color Chart
- C. Sample colors if needed
- D. Warranty
- E. Product liability Insurance Certificate
- F. IPEMA Certification

1.06 DELIVERY, STORAGE & HANDLING

- A. Deliver all materials in good condition, in original unopened packages with labels intact.
- B. Store all materials protected from weather and at temperature not less than 32° F (0°C) for any 12-hour duration.

1.07 JOB CONDITIONS

- A. Ambient air temperature shall be 45° F (0°C) or greater and rising at the time of installation of the surface and shall remain at 33° F (0°C) or greater for at least 24 hours after application.
- B. Adjacent materials and the surface shall be protected during installation, while curing and unattended, from weather and other damage.

1.08 ALTERNATES AND ALLOWANCES

Systems to be considered equal to those specified herein shall be approved by the architect, in writing, at least ten working days prior to the project bid date.

PART 2 – PRODUCTS

2.01 GENERAL

All material components of the DuraPlay Surfacing System shall be obtained from the same manufacturer or its authorized distributors.

2.02 MATERIALS

- A. DuraPlay Primer: A single-component moisture cured polyurethane primer.
- B. DuraPlay Binder: An elastic polyurethane pre-polymer, MDI based, low odor, capable of excellent weathering and binding characteristics. Binder shall contain no TDI Monomers.
- C. DuraPlay Black SBR:
 - 1. Shall be recycled SBR Rubber
 - 2. Shall be cryogenically processed
 - 3. Shall be 3/8" shredded mesh or 6/20 mesh and contains less than 4% dust.
 - 4. Shall be packed in suitable bags to protect SBR from moisture
 - 5. Base mat thickness: 1.5 to 4.25 inches, depending on critical fall height of playground equipment.
- D. DuraPlay EPDM Rubber or Thermoplastic Vulcanizate (TPV):
 - 1. A manufactured rubber having a density of 1 to 4mm.
 - 2. Available in standard colors: terra cotta, blue, green, beige, black and premium colors: red, bright green, dark green, purple, light blue, azure, turquoise, cream, brown, earth yellow, yellow, orange, charcoal, grey, light grey, pink (colors subject to change).
 - 3. Available in any mixture of above colors.
 - 4. Thickness is nominal 1/2" or 2.44 lb. per square foot.

2.03 TECHNICAL INFORMATION

- A. Applicable Standards
 - 1. Shock attenuation under ASTM-F-1292 – GMAX less than 200
 - 2. Head Injury Criteria – less than 1000
 - 3. Non-slip characteristics under ASTM-E-303
 - 4. IPEMA Certified
 - 5. Flammability under 8S -5696 and ASTM-D-2859
 - 6. Tensile strength (ASTM D412) - 60 psi
 - 7. Tear resistance (ASTM D624) – 140%
- B. Chemical Properties
 - 1. Base mat: 85% SBR Rubber Buffings, 15% Polyurethane Binder
 - 2. Top Surface: 78% EPDM or TPV Rubber Granules, 22% Polyurethane Binder

PART 3 – EXECUTION

3.01 INSPECTIONS

- A. Prior to application of DuraPlay Playground System, the substrates shall be examined by DuraPlay's installation technician for compliance with the contract document of DuraPlay specifications. The general contractor and architect shall be advised of all discrepancies. Work shall not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATIONS

- A. DuraPlay Primer: Apply primer with a short nap roller at the rate of 300 square feet per gallon. Do not over saturate substrate. Prime area 1.5 - 2 feet around perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or edging that

will contact the surfacing system. NOTE: Do not use DuraPlay primer over compacted stone.

B. DuraPlay Resilient Base Mat:

1. Apply mixed binder/SBR at desired thickness 1/8" higher than measuring bar.
2. Using a steel pool trowel, even binder/SBR mixture. Be sure to continuously lubricate trowel with kerosene, diesel fuel or soapy water. Do not saturate surface with these lubricants.
3. As the mixture is leveled apply a downward pressure onto the surface so that the mixture compacts tightly.
4. Check surface to be level.
5. Allow to dry for 10 to 12 hours or until no indentations can be made by foot traffic.

C. DuraPlay Top Surface:

1. Apply mixed binder/granule at a nominal 1/2" thickness.
2. Using a steel pool trowel, spread even rubber/granule mixture. Be sure to continuously lubricate trowel with kerosene, diesel fuel or soapy water.
3. As the mixture is leveled apply a downward pressure onto the surface so that the mixture compacts tightly.
4. Check surface to be level.
5. Cold joints must be cut and primed prior to installing a different color surface.
6. Allow to cure for a minimum of 24 to 48 hours prior to usage. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface. Do not allow foot traffic or use of the surface until it is sufficiently cured.

D. Edge Details: Available upon request.

3.03 WARRANTY

The standard warranty period is 5 years from the date of project installation completion.

3.04 PROTECTION

It is the responsibility of the customer/owner to provide security to protect the surface from foot traffic or vandalism during the 48 hour cure period.

END OF SECTION

If any questions arise do not hesitate to contact DuraPlay Inc. for technical assistance
512.847.2473

V:4.22

4



Shawgrass Playgrounds

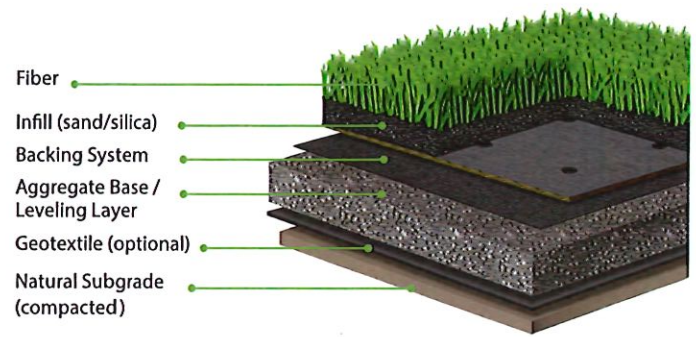
The Playsafe Collection from Shawgrass

354SG Playsafe +
355SG Playsafe Select +
356SG Play Time

Safety is our number one priority, especially for children. That's why we created a line of synthetic turf specifically for playgrounds. Commercial playgrounds, like public parks or school playgrounds, create more traffic and this could easily create more wear on synthetic turf. Our playground turf is designed for "high use" play areas and offers the best in durability and return on investment. Shawgrass is IPEMA Certified, and ADA accessible. This unique turf system, now with new Stalok primary backing, can easily be combined with the HydroChill or Geofill cooling options to provide synthetic turf solutions unparalleled in the industry.



shawgrass®



356SG

Play Time

Fiber Type	Polyethylene/Polypropylene
Fiber Mass	10000 denier HD Tape 5000 denier 8 Ply PP Thatch
Finished Pile Height	1 in
Color(s)	00320 Field Green/Olive 00338 Field Green/Olive Blend
Tufting Gauge	3/8 in
Backing Matrix	24.5 oz/yd ² stalok/urethane
Total Weight	62.5 oz/yd ²
Item Number	356SG
Roll Width	15 ft
Standard Roll Length	100 ft

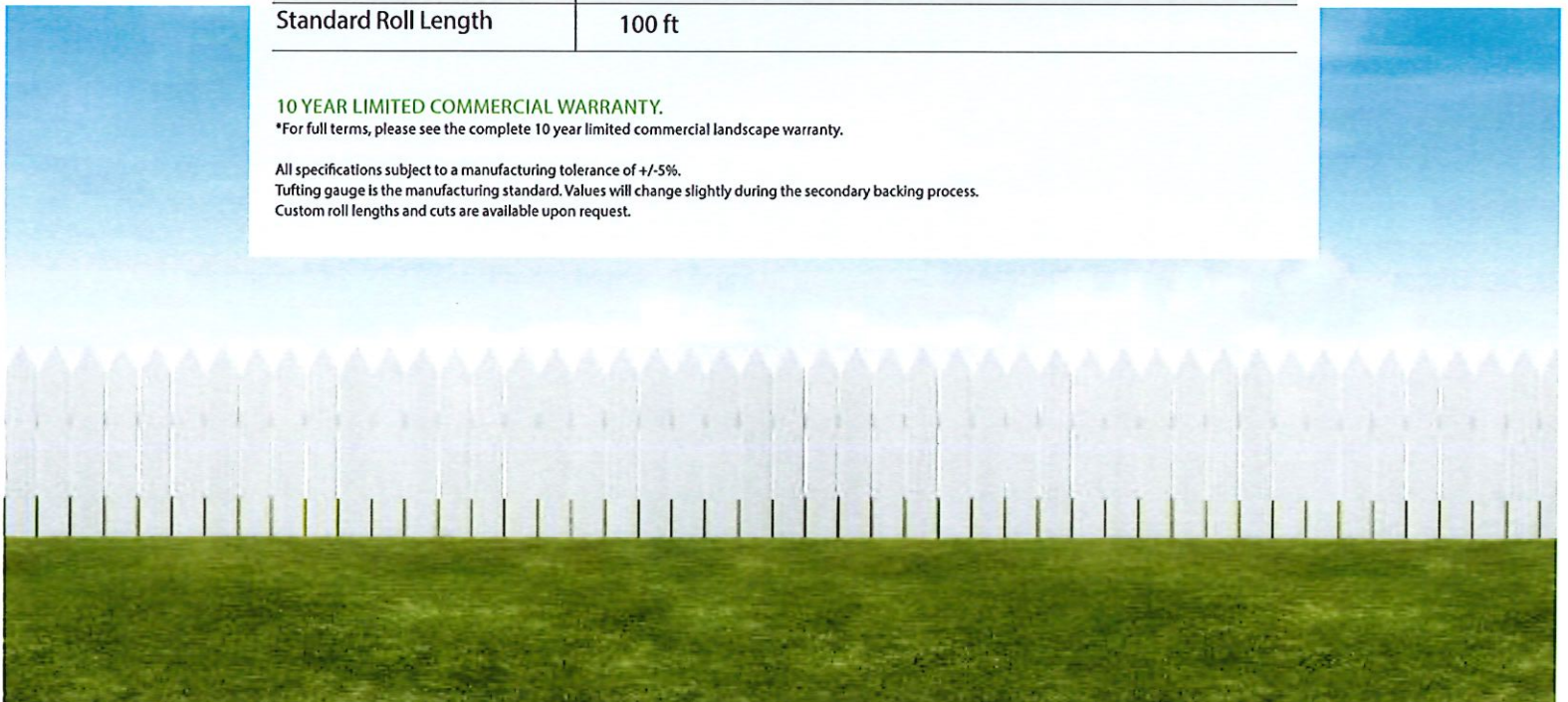
10 YEAR LIMITED COMMERCIAL WARRANTY.

*For full terms, please see the complete 10 year limited commercial landscape warranty.

All specifications subject to a manufacturing tolerance of +/-5%.

Tufting gauge is the manufacturing standard. Values will change slightly during the secondary backing process.

Custom roll lengths and cuts are available upon request.





Typical Properties

Product Number	PLB50XL	
Material Type	Expanded Polypropylene	
Product Format	Panels with edge overlap	
Product Thickness	2.0 in (50.8 mm)	
Part Size, nominal net coverage	23.59 sq ft (2.19 sq m)	
Panel Length	73.5 in (1.87 m)	
Panel Width	49.0 in (1.24 m)	
Panel Weight	5.6 lbs (2.6 kg)	
Tensile Strength [†]	55 psi	ASTM D3575
Tensile Elongation [†]	16%	ASTM D3575
Compression Strength [†] @ 25% strain @ 50% strain	22 psi 32 psi	ASTM D3575
Vertical Permeability	> 2000 in/hr	EN 12616
Water Absorption [†] After 24 hr immersion	0.0081 g/cc	ASTM C272
Linear Thermal Expansion [†] per 1° C per 20° C	0.08 mm/m 1.65 mm/m	ASTM D696
Flammability [†]	PASS (< 100 mm/min)	FMVSS 302
Resistance to Chemicals [†]	1 / 2	JSP Method based on ASTM F925
Microbiological Analysis [†] bacteria resistance fungi resistance	no growth no growth	ASTM G22-76 ASTM G21-96
Environmental Standards Testing Cradle to Cradle Heavy Metals / Mercury VOC's SVOC's CCR Title 22 COEHHA Proposition 65	Certified Compliant to EPA human health standards, surface water quality, groundwater quality Compliant Compliant	Cradle to Cradle Products Innovation Institute EPA 6010B, 7470A, 7471A EPA 8260B EPA 8270C

DATA ARE TYPICAL PROPERTIES ONLY. THIS DOCUMENT DOES NOT CREATE ANY WARRANTY, EXPRESS OR IMPLIED

The Brock PowerBase product group includes PowerBase PLAY, PowerBase PRO, and PowerBase YSR

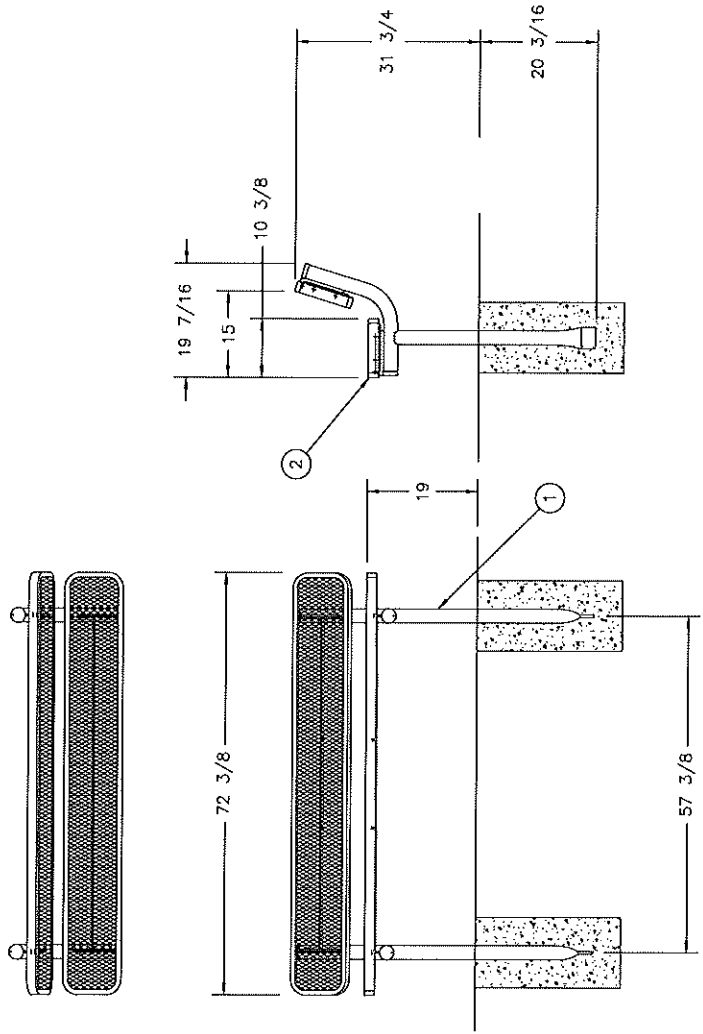
[†]Properties of molded EPP base material at nominal density of product.

US and international patents and patents pending. www.brockusa.com

Brock USA LLC

BrockUSA.com

March 2022



NOTES:

- 1. UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES AND PER ASME Y14.5M-1994.
- 2. ALL DIMENSIONS AFTER TO PLASTISOL COATING.
- 3. DO NOT SCALE DRAWING.

2	2	SEAT	7529R
1	2	LEG	7345

1/16 1 1
6' SIGNATURE BENCH, INC. X.M.
SG303D



SECTION 116813 – PLAYGROUND EQUIPMENT

PART 1 – GENERAL

- 1.1 Description: OE26008120
- 1.2 Quality Assurance:
 - 1.2.1 Equipment and Design Qualifications:
 - 1.2.1.1 All playground equipment shall comply with all the requirements of CPSC, ASTM, ADA and will be IPEMA certified.
 - 1.2.1.2 All safety fall zones shall be determined in accordance with ASTM 1487-07 and CPSC Handbook for Public Playground Safety Publication number 325. All playground equipment designs shall be evaluated and signed off by a NPSI certified playground inspector.
- 1.3 Manufacturer Qualifications:
 - 1.3.1 The manufacturer of the playground equipment must carry a minimum of 10 million dollars of liability insurance with an AM best rating. The manufacturer of the playground equipment must have a minimum of 10 years experience in manufacturing commercial playground equipment.
- 1.4 Applicable Standards
 - 1.4.1 ASTM F1487-07
Standard consumer performance specification for playground equipment for public use.
 - 1.4.2 CPSC Handbook for Public Playground Safety, publication number 325.
 - 1.4.3 CSA Z614-20
 - 1.4.4 EN 1176-98 (if requested)
European Standard for Playground equipment
 - 1.4.5 All manufactured components must be IPEMA certified International Playground Equipment Manufacturers Association.

PART 2 – PRODUCTS

2.1

Part Number	Description
105295	BAG ZIPLOCK 12" X 14"
200006961	Arch bridge w/safety rails, 2440 mm (8')
200006976	Double Wide Slide, 1220 mm (48")
200006981	Wave Slide, 1625 mm (64") deck
200007045	Tic-Tac-Toe Panel, deck mount
200007115	Window Panel, deck mount
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)
200013800	KB 136" POST PLUS W/CAP

200013812	KB 148" POST PLUS W/CAP
200111492	Label, Identification stamped w/rivets
200200187	Deck-to-deck, 205 mm (8") with faces (accent color)
200200193	1/2-deck-to-1/2-deck, 205 mm (8") with faces (accent color)
200200268	Curly Climber, 1625 mm (64") deck
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST
200201098	KB DBL Slide W/Extension 64
200202122	Infinity Hi-Climb 64"(1625 MM)
200202202	MAXPLAY 8' STANDARD BEAM (frame only) two seat per bay
200202204	MAXPLAY 8' ADD-ON STANDARD BEAM (frame only) two seat per bay
200202381	KB Incline Crawl Tunnel 406MM/16"
200202483	KB Deck Square Large Hole 11GA
200202488	KB Deck 1/2 Square Large Hole 11GA
200202562	KB Transfer Station 1220 SFTY RL 11GA
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN
200202836	ASSY TOT SEAT F/8' SWING W/CHAIN
200203318	Cylinder Climber 64"
200203413	Revolution Inclusive Spinner
200203673	KB 216" 7 GA F/SHADE (ING ONLY)
200203697	KB Shade 30x30 Hip Standard Fabric
200305597	14' LARGE CRATE (ASSY DOMESTIC)
787Z	RISK MANAGEMENT SIGN - ENGLISH
925603	LABEL P/C (5 TO 12 YRS) PPLT
925960	THUMB DRIVE 2GB - PPLT
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS

2.2 Manufacturer: PlayPower Operations, Monett, Missouri

2.3 General Equipment Specifications:

2.3.1 Plastic Caps shall fit snugly into 127 mm (5") and 33 mm (1.315") tube ends and shall be injection molded Low Density Polyethylene. This plastic shall be stabilized against ultraviolet (UV) degradation and shall have color molded in. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.

2.3.2 Aluminum Caps shall fit snugly into 127 mm (5") tube ends. The Aluminum cap shall be made from SAE 413 aluminum with a minimum wall thickness of 4 mm. Prior to insertion into the post, all caps shall be painted per PPLT PAINT Specification. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.

2.3.3 PPLT PAINT Specification: Primer shall be electrostatically applied and

cured in an infrared oven. Paint shall be an electrostatically applied polyester TGIC (triglycidyl isocyanurate) powder coating which shall be cured at temperatures between 400 and 500 degrees Fahrenheit. The thickness of the combined primer/paint shall be between 5 mils and 11 mils. The polyester powder shall comply with ASTM standards: D-2794 (Impact Resistance Test), B-117 (Salt Spray Resistance Test), G26 (Weatherability Test), and D3359B (Adhesion Crosshatching Test).

- 2.3.4 PlayPower Operations ROTO Specification: Rotationally Molded Plastic Parts shall be molded from linear low density polyethylene with ultraviolet (UV) light stabilizers, anti-static guard (for Molding purposes) and color molded in. This material shall comply with ASTM-D-790 (Flex Modulus), ASTM -D-638 (Tensile Strength), ASTM-D-648 (Heat Deflection Temperature), ARM-STD (Low Temperature Impact) and rated UL 94.
- 2.3.5 PPLT PVC Specification: Textured Poly-Vinyl-Chloride coating shall be an average of 3 mm (.125") thick. Poly-vinyl-chloride coating shall be oven cured and textured for added traction when wet or dry.
- 2.3.6 Hardware: Bolts, Nuts, Screws, Threaded Spacers, Washers and Other Hardware used in the assembly of components shall be metric stainless steel and tamper resistant. All necessary hardware shall be provided.
- 2.3.7 Deck Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. The clamp attachment bracket shall be formed from 11 gauge sheet steel and shall be welded securely to the clamp half. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.
- 2.3.8 Rail Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a minimum 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.

- 2.3.9 Wing and Panel Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. The clamp wing bracket shall be formed from 7 gauge sheet steel and shall be welded securely to the clamp half. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.
- 2.3.10 All Steel Tube Components shall comply with ASTM standards: A-500, Or A-513. The steel tube components contain five layers including an inside galvanized coating, high tensile strength cold formed steel, hot dipped pure zinc meeting ASTM B-6 applied at 3.5 tenths of an ounce per square foot, and a proprietary conversion and advanced polymer coatings. The components are freed of excess weld spatter and shall be cleaned in a multiple bath system which shall include a rust-inhibitive iron phosphate wash prior to painting. Exceptions: 127 mm (5") O.D. aluminum posts.
- 2.3.11 Brackets shall be fabricated from punched and formed 4.5 mm pre-galvanized sheet steel.
- 2.3.12 Gaskets shall be rubber injection molded from ultraviolet (U.V.) protected synthetic rubber. Rubber gaskets shall provide an aesthetic seal around the wonder fastener and bracket.
- 2.3.13 Footing for 127 mm (5") diameter upright posts shall be 305 mm (12") diameter x 940 mm (37") depth. Galvanized steel posts shall be 127 mm (5") O.D., 11 gauge pre-galvanized round tubing. Minimum tensile strength shall be 330MPa (48,000 psi). Minimum yield point shall be 310MPa (45,000 psi). The bottom portion of all upright posts shall be crimped slightly
- 2.3.14 Component Specifications:
- 2.3.15.1 11 GAUGE GALVANIZED STEEL POST shall be 127 mm (5) O.D., 11 gauge pre-galvanized round tubing. Minimum tensile strength shall be 380MPa (55,000 psi). Minimum yield point shall be 345MPa (50,000 psi). Plastic or Aluminum caps shall fit into the end of the 127 mm (5) tube. After fabrication, all posts shall be painted per PPLT PAINT Specification.
- 2.3.15.2 7 GAUGE GALVANIZED STEEL POST shall be 127 mm (5) O.D., 7 gauge pre-galvanized round tubing. Minimum tensile strength shall be 380MPa (55,000 psi). Minimum yield point shall

be 345MPa (50,000 psi). After fabrication, all posts shall be painted per PPLT PAINT Specification.

2.3.15.3 ACTIVITY PANELS, TIC-TAC-TOE, SPELLING, MATH, AND ANIMAL shall consist of a cylinder assembly and enclosure panel. Cylinders shall have vertical support bars which shall be fabricated from 25 mm (1") O.D., pre-galvanized steel tubing. Panel and cylinders shall be rotationally molded per PPLT ROTO Specification. The molded-in graphics shall not be raised above the surface of the plastic. Panel mounting brackets shall be fabricated from 7 gauge pre-galvanized sheet steel. After fabrication, all steel parts shall be painted per PPLT PAINT Specification.

2.3.15.4 ALL STRUCTURAL SHAPES SHALL BE COLD FORMED HSS ASTM A500 GRADE C, UNLESS OTHERWISE NOTED, TYPICAL MECHANICAL PROPERTIES FOR HSS PRODUCTS: SQUARE AND RECTANGULAR 50,000 PSI YIELD / 62,000 PSI TENSILE ROUND PIPE 46,000 PSI YIELD / 62,000 PSI TENSILE. ALL GALVANIZED STEEL TUBE PRODUCTS ARE MANUFACTURED PER ASTM A500, TYPICAL MECHANICAL PROPERTIES ACHIEVED FOR GALVANIZED TUBE PRODUCTS: ROUND TUBE 45,000 PSI YIELD / 48,000 PSI TENSILE. ALL PLATES SHALL COMPLY WITH ASTM A572 GRADE 50. ALL STEEL TUBING SHALL BE TRIPLE COATED FOR RUST PROTECTION USING THE IN-LINE ELECTROPLATING COAT PROCESS. TUBING SHALL BE INTERNALLY COATED WITH ZINC AND ORGANIC COATINGS TO PREVENT CORROSION AS MANUFACTURED BY ALLIED TUBE & CONDUIT. STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS. ALL SHOP WELDS SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY D1.1 SPECIFICATIONS. ALL WELDS SHALL BE CONTINUOUS WHERE LENGTH IS NOT GIVEN, UNLESS OTHERWISE SHOWN OR NOTED ON DRAWINGS. ALL WELDS SHALL DEVELOP THE FULL STRENGTH OF THE WEAKER MEMBER. ALL WELDS SHALL BE MADE USING E70XX .045 WIRE. SHOP CONNECTIONS SHALL BE WELDED UNLESS NOTED OTHERWISE. FIELD CONNECTIONS SHALL BE AS INDICATED ON THE DRAWINGS (IF REQUIRED). ALL FILLET WELDS SHALL BE A MINIMUM OF 3/16" UNLESS OTHERWISE NOTED. FIELD WELDS SHALL NOT BE ALLOWED. ALL HIGH STRENGTH BOLTS SHALL COMPLY WITH ASTM A325 TYPE 1 OR A490 TYPE 1. ALL NUTS SHALL COMPLY WITH ASTM A563DH, AND WASHERS SHALL COMPLY WITH ASTM F436. ALL HIGH STRENGTH BOLTS SHALL BE TIGHTENED TO A SNUG TIGHT CONDITION. ALL STAINLESS STEEL BOLTS/

STUDS SHALL COMPLY WITH ASTM F-593, ALLOW GROUP 1 OR 2 ALL NUTS SHALL COMPLY WITH ASTM F-594 ALLOY GROUP 1 OR 2. ALL STRUCTURAL STEEL SHALL BE PAINTED WITH ONE SHOP COAT (2.5 TO 3.5 MILS THICK MIN). THIS COAT IS A WEATHER RESISTANT POWDER COATING BASED ON POLYESTER TGIC (MANUFACTURED BY SHERWIN WILLIAMS OR TIGER DRYLAC). TO ACHIEVE OPTIMUM ADHESION, IT IS RECOMMENDED THAT THE PROPER TREATMENT AND DRYING TAKE PLACE BEFORE COATING. POLYESTER POWER (TGIC) SPECIFICATIONS SHALL BE AS FOLLOWS: PENCIL HARDNESS (ASTM D-3363), HUMIDITY (ASTM D-2247), SOLVENT RESISTANCE (PCI METHOD)-50 DBL RUBS SL. SOFTNES. FABRIC SPECIFICATION: FABRIC SHALL BE A HIGH-DENSITY POLYETHYLENE WITH ULTRAVIOLET ADDITIVES, WITH MONOFILAMENT AND TAPE CONSTRUCTION GIVING A STABLE MATERIAL AND RACHEL KNITTED TO ENSURE MATERIAL WILL NOT UNRAVEL IF CUT. TEAR STRENGTH: SOLID COLORS WRAP 220.4622 LB, WEFT 462.9707 LB, STRIPE COLORS WRAP 182.9836LB, WEFT 401.2413LB. BUST TRRENGTH: SOLID COLORS 37.7098 PSIA, STRIPE COLORS 33.0686 PSIA. MINIMUM FADING AFTER 5 YEARS. LIFE EXPECTANCY MINIMUM OF 8 YEARS CONTINUOUS EXPOSURE TO THE SUN. FIRE TEST ON FABRIC: NFPA 701 TEST 2 AND ASTM E 84. THREAD-PTFE (TEFLON) USED MEET THE FOLLOWING SPECIFICATIONS: HIGH STRNGTH, LOW SHRINKAGE, WIDE TEMPERATURE RANGE, FLEX AND ABRASION RESISTANT AND UV RADIATION IMMUNITY, LOCKSTITCH æ" 1200 DENIER. CHAINSTITCH THREAD æ" 2400 DENIER. AIRCRAFT CABLE: WIRE ROPE CABLE SALL BE 7 X 19 STRAND CORE GALVANIZED WIRE ROPE WITH A BREAKING STRENGTH VALUE OF 7,000 LBS (1/4" DIAMETER). CABLES SHALL BE FED THROUGH THE FABRIC SLEEVES AROUND THE PERIMETER OF THE CANOPY AND TENSIONED UNTIL THE FABRIC PANELS (DESIGNED PURPOSLET UNDERSIZED) REACH A TAUT APPERANCE. ANY LONG TERM CABLE SAG SHALL BE MINIMIZED DURING THE MAINTENANCE RE-TIGHTENING VISITS AS REQUIRED.

2.3.15.5 ARCH BRIDGE WITH SAFETY RAILS shall be a minimum of 915 mm (36") wide. Arch Bridge shall be fabricated from precision punched 13 gauge steel with 76 mm (3) formed sides. Bridge assemblies shall be vinyl dipped per PPLT PVC Specification. Safety Rails vertical rungs shall be fabricated from 1 X 3/4 FSO pre-galvanized steel tubing. The horizontal rails shall be fabricated from 33 mm (1.315) pre-galvanized steel tubing. Safety rails shall provide an enclosure, and shall have no gaps greater than 80 mm (3.15") and less than 254 mm (10"), especially between vertical

rungs and posts. Safety rails shall be painted per PPLT PAINT Specification.

2.3.15.6 COLORED KICK PLATES AND DECK TO DECK ACTIVITY PLATES shall be fabricated from 13 gauge (2.3 mm) pre-galvanized sheet steel for the 8", 12", and 16", 24", 28", and 32" plain models. Models with slots or Parachutes (24, 28, 32) shall be fabricated from 11 gauge (3.0 mm) pre-galvanized sheet steel. After fabrication, deck to deck plates shall be painted per PPLT PAINT Specification. 8", 12" and 16" plates shall have fun faces laser cut into them. 24", 28" and 32" plates shall have grooves cut into them with optional slider "Parachute/shapes" fabricated from CNC Routed high density polyethylene sheet.

2.3.15.7 CRAWL TUNNELS shall have an approximate internal diameter of 762 mm (30). Tunnel and panel shall be rotationally molded per PPLT ROTO Specification.

2.3.15.8 CURLY CLIMBER shall be of a design which will not allow children to climb into the interior of the coil. Curly Climber coils shall be fabricated from 33 mm (1.315) O.D. pre-galvanized steel tubing. The center support post shall be fabricated out of 42.2 mm (1.66) O.D. pre-galvanized steel tubing. Enclosure shall be fabricated from 33 mm (1.315) O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. Also available in post mount. Curly Climbers shall be an all welded construction and shall be painted per PPLT PAINT Specification.

2.3.15.9 CYLINDER CLIMBERS cylinders shall be rotationally molded per PPLT ROTO Specification and shall be bolted to a rigid back plate. The back plate for the cylinder climb shall be fabricated from 4.5mm (7 gauge) pre-galvanized sheet steel. Enclosures shall be fabricated from 33 mm (1.315) O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all steel parts shall be painted per PPLT PAINT Specification.

2.3.15.10 DOUBLE WIDE SLIDE W/HOOD & EXT F/ HALF SQUARE DECK shall have a rotationally molded double wide slide and hood per PPLT ROTO Specification. Plastic double wide slide sides shall be 203 mm (8) high from the slide surface and slide bed way shall be designed with a 406 mm (16") minimum width. Double wide slide shall be a one-piece design with a center divider having no seams, joints or gaps. Slide end support shall be fabricated from 38 mm (1.5) square tubing. Mid support shall be fabricated from 60.3 mm (2.37) O.D. tubing. Hand loops shall be fabricated from 33.4 mm (1 5/16) O.D. tubing and 11 ga sheetsteel. Deck Extensions shall be fabricated from 11 ga sheetsteel and shall be

coated per PPLT PVC Specification. All steel tubing shall be painted per PPLT PAINT Specification.

2.3.15.11 DOUBLE WIDE SLIDE WITH HOOD shall be rotationally molded per PPLT ROTO Specification. Plastic double wide slide sides shall be 203 mm (8) high from the slide surface and slide bed way shall be designed with a 406 mm (16") minimum width. Double wide slide shall be a one-piece design with a center divider having no seams, joints or gaps. Slide end support shall be fabricated from 38 mm (1.5) square tubing. Mid support shall be fabricated from 60.3 mm (2.37) O.D. tubing. All steel tubing shall be painted per PPLT PAINT Specification.

2.3.15.12 Identification label shall be fabricated from aluminum sheet .016 (4 mm) thick and attached with aluminum pop rivets.

2.3.15.13 KB INFINITY HI-CLIMB LADDER shall be fabricated out of 42.2 mm (1.66) O.D. pre-galvanized steel tubing and 33 mm (1.315) O.D. pre-galvanized steel tubing. Enclosure shall be fabricated from 33 mm (1.315) O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification. INFINITY CLIMBER shall be rotationally molded per PPLT ROTO Specification.

2.3.15.14 MAX PLAYâ„¢ SWING beam shall be fabricated from 60 mm (2.375") O.D. 5 gauge pre-galvanized steel tube. Uprights shall be fabricated from 127 mm (5") O.D. 11 gauge pre-galvanized steel tube. The beam and uprights shall be painted per PPLT PAINT Specification. Anti Wrap-over swing bearings (U.S. Patent 6,123,480) shall be fabricated from 415D sand cast Aluminum Bronze with injection molded nylatron plastic sleeve.

2.3.15.15 REVOLUTION INCLUSIVE SPINNERS shall consist of an approx. 8' diameter rotational molded body that features many styles of seating and standing locations. The body and central hub shall be rotationally molded per PPLT ROTO Specification. Body shall be pre-assembled with upper and lower ball bearings mounted into laminated sheet, HDPE 3/4 thick, with bottom cover constructed of 11 ga. sheet. Post assembly shall comprise a top friction plate, half bottom friction plate, post weldment, spring, half bottom cover plate and connector stub. Top friction plate, half bottom friction plate and half bottom cover plate shall be constructed of laminated sheet, HDPE, 3/4 thick. Post weldment shall comprise a post bottom, post shaft, bottom post plate and post friction plate. Post bottom shall be constructed of 5 tube, 11 ga., post shaft will be constructed of round, 2-3/4 tube, and bottom post plate and post friction plate shall be constructed of 3/8 black sheet

steel. All steel components shall be painted per PPLT PAINT Specification.

2.3.15.16 SQUARE VINYL CLAD METAL DECK shall cover a minimum of 1.46 square meters (2,275 square inches) of top surface area, be a one-piece construction and be designed to maintain a full 1.2 m (48) on center post spacing. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge plates. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks to be assembled at the same level providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.

2.3.15.17 Standard Belt Swing Seats shall be heavy duty construction, fabricated from 70 durometer EPDM rubber with a tempered steel insert molded inside, rendering them slash proof.

2.3.15.18 Tot Swing Seats shall be heavy duty construction, fabricated from black EPDM rubber with a tempered steel insert molded inside, rendering them slash proof. Tot seat shall be fully enclosed to prevent slipping out and provide lower back support. Two sizes of leg cutouts make this seat versatile enough to accommodate larger children with special needs also.

2.3.15.19 TRANSFER STATION WITH SAFETY RAIL shall consist of two triangular decks and step assemblies for the handrails. Each triangular deck shall be fabricated from 11 gauge sheet steel, covering .37 square meters (575 square inches) and have three 25 x 152 mm (1" x 6") hand slots incorporated into the deck surface for aid in user transition. The step assemblies provide access from the transfer decks to a 915 mm (36"), 1016 mm (40), 1220 mm (48), 1422 mm (56), 1625 mm (64) deck height. Each step shall have a tread depth of 406 mm (16") and a tread width of 953 mm (37.5"), with each rise 203 mm (8") or less. Each step assembly shall have an all welded construction from 13 gauge sheet steel. Each step assembly and Transfer Deck shall be coated per PPLT PVC Specification. Transfer Station Safety Rails shall be fabricated from 33 mm (1.315") O.D., pre-galvanized, 11 gauge tubing and 3/4 X 1 FSO pre-galvanized tubing. Safety rails shall provide an enclosure and shall have no gaps greater than 80 mm (3.15") and less than 254 mm (10"), especially between vertical rungs and posts. Transfer Station loops shall be fabricated from 42.2 mm (1.66") O.D., pre-galvanized, 10 gauge tubing. All welded handrail assemblies shall be painted per PPLT PAINT Specification.

2.3.15.20 VINYL CLAD HALF DECK shall cover a minimum of .73 square meters (1,138 square inches) of top surface area and be a one-piece construction. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge corner plates. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks to be assembled at the same level providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.

2.3.15.21 WAVE SLIDE WITH HOOD shall be rotationally molded per PPLT ROTO Specification. Plastic slide side rails shall be a minimum of 203 mm (8) high from the slide surface and slide bed way shall be designed with a 406 mm (16) minimum width. Slide bed shall be one-piece with no seams or joints. Slide end support shall be fabricated from 38 mm (1.5) square tubing. Mid support shall be fabricated from 60.3 mm (2.37) O.D. tubing. All steel components shall be painted per PPLT PAINT Specification.

2.3.15.22 WINDOW PANEL shall be rotationally molded per PPLT ROTO Specifications. The window shall be fabricated from a 6 mm (.25) thick, extremely tough, impact resistant Polycarbonate (Lexan) and shall be optically clear. Deck edge mounting brackets shall be fabricated from 3 mm (11 gauge), pre-galvanized sheet steel, dichromate washed and painted per PPLT PAINT Specification.

ALL STRUCTURAL SHAPES SHALL BE COLD FORMED HSS ASTM A500 GRADE C, UNLESS OTHERWISE NOTED, TYPICAL MECHANICAL PROPERTIES FOR HSS PRODUCTS: SQUARE AND RECTANGULAR 50,000 PSI YIELD / 62,000 PSI TENSILE. ROUND PIPE 46,000 PSI YIELD / 62,000 PSI TENSILE. ALL GALVANIZED STEEL TUBE PRODUCTS ARE MANUFACTURED PER ASTM A500, TYPICAL MECHANICAL PROPERTIES ACHIEVED FOR GALVANIZED TUBE PRODUCTS: ROUND TUBE 45,000 PSI YIELD / 48,000 PSI TENSILE. ALL PLATES SHALL COMPLY WITH ASTM A572 GRADE 50. ALL STEEL TUBING SHALL BE TRIPLE COATED FOR RUST PROTECTION USING THE IN-LINE ELECTROPLATING COAT PROCESS. TUBING SHALL BE INTERNALLY COATED WITH ZINC AND ORGANIC COATINGS TO PREVENT CORROSION AS MANUFACTURED BY ALLIED TUBE & CONDUIT. STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS. ALL SHOP WELDS SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY D1.1 SPECIFICATIONS. ALL WELDS SHALL BE CONTINUOUS WHERE LENGTH IS NOT GIVEN, UNLESS OTHERWISE SHOWN OR NOTED ON DRAWINGS. ALL WELDS SHALL DEVELOP THE FULL STRENGTH OF THE WEAKER MEMBER. ALL WELDS SHALL BE MADE USING E70XX .045 WIRE. SHOP CONNECTIONS SHALL BE WELDED UNLESS NOTED OTHERWISE. FIELD CONNECTIONS SHALL BE AS INDICATED ON THE DRAWINGS (IF REQUIRED). ALL FILLET WELDS SHALL BE A MINIMUM OF 3/16" UNLESS OTHERWISE NOTED. FIELD WELDS SHALL NOT BE ALLOWED. ALL HIGH STRENGTH BOLTS SHALL COMPLY WITH ASTM A325 TYPE 1 OR A490 TYPE 1. ALL NUTS SHALL COMPLY WITH ASTM A563DH, AND WASHERS SHALL COMPLY WITH ASTM F436. ALL HIGH STRENGTH BOLTS SHALL BE TIGHTENED TO A SNUG TIGHT CONDITION. ALL STAINLESS STEEL BOLTS/ STUDS SHALL COMPLY WITH ASTM F-593, ALLOW GROUP 1 OR 2. ALL NUTS SHALL COMPLY WITH ASTM F-594 ALLOY GROUP 1 OR 2. ALL STRUCTURAL STEEL SHALL BE PAINTED WITH ONE SHOP COAT (2.5 TO 3.5 MILS THICK MIN). THIS COAT IS A WEATHER RESISTANT POWDER COATING BASED ON POLYESTER TGIC (MANUFACTURED BY SHERWIN WILLIAMS OR TIGER DRYLAC). TO ACHIEVE OPTIMUM ADHESION, IT IS RECOMMENDED THAT THE PROPER TREATMENT AND DRYING TAKE PLACE BEFORE COATING. POLYESTER POWER (TGIC) SPECIFICATIONS SHALL BE AS FOLLOWS: PENCIL HARDNESS (ASTM D-3363), HUMIDITY (ASTM D-2247), SOLVENT RESISTANCE (PCI METHOD)-50 DBL RUBS SL. SOFTNES. FABRIC SPECIFICATION: FABRIC SHALL BE A HIGH-DENSITY POLYETHYLENE WITH ULTRAVIOLET ADDITIVES, WITH MONOFILAMENT AND TAPE CONSTRUCTION GIVING A STABLE MATERIAL AND RACHEL KNITTED TO ENSURE MATERIAL WILL NOT UNRAVEL IF CUT. TEAR STRENGTH: SOLID COLORS WRAP 220.4622 LB, WEFT 462.9707 LB, STRIPE COLORS WRAP 182.9836LB, WEFT 401.2413LB. BUST TRENGTH: SOLID COLORS 37.7098 PSIA, STRIPE COLORS 33.0686 PSIA. MINIMUM FADING AFTER 5 YEARS. LIFE EXPECTANCY MINIMUM OF 8 YEARS CONTINUOUS EXPOSURE TO THE SUN. FIRE TEST ON FABRIC: NFPA 701 TEST 2 AND ASTM E 84. THREAD-PTFE (TEFLON) USED MEET THE FOLLOWING SPECIFICATIONS: HIGH STRNGTH, LOW SHRINKAGE, WIDE TEMPERATURE RANGE, FLEX AND ABRASION RESISTANT AND UV RADIATION IMMUNITY, LOCKSTITCH - 1200 DENIER. CHAINSTITCH THREAD - 2400 DENIER. AIRCRAFT CABLE: WIRE ROPE CABLE SHALL BE 7 X 19 STRAND CORE GALVANIZED WIRE ROPE WITH A BREAKING STRENGTH VALUE OF 7,000 LBS (1/4" DIAMETER). CABLES SHALL BE FED THROUGH THE FABRIC SLEEVES AROUND THE PERIMETER OF THE CANOPY AND TENSIONED UNTIL THE FABRIC PANELS (DESIGNED PURPOSELET UNDERSIZED) REACH A TAUT APPERANCE. ANY LONG TERM CABLE SAG SHALL BE MINIMIZED DURING THE MAINTENANCE RE-TIGHTENING VISITS AS REQUIRED.



SECTION 116813 – PLAYGROUND EQUIPMENT

PART 1 – GENERAL

- 1.1 Description: OE26008119
- 1.2 Quality Assurance:
 - 1.2.1 Equipment and Design Qualifications:
 - 1.2.1.1 All playground equipment shall comply with all the requirements of CPSC, ASTM, ADA and will be IPEMA certified.
 - 1.2.1.2 All safety fall zones shall be determined in accordance with ASTM 1487-07 and CPSC Handbook for Public Playground Safety Publication number 325. All playground equipment designs shall be evaluated and signed off by a NPSI certified playground inspector.
- 1.3 Manufacturer Qualifications:
 - 1.3.1 The manufacturer of the playground equipment must carry a minimum of 10 million dollars of liability insurance with an AM best rating. The manufacturer of the playground equipment must have a minimum of 10 years experience in manufacturing commercial playground equipment.
- 1.4 Applicable Standards
 - 1.4.1 ASTM F1487-07
Standard consumer performance specification for playground equipment for public use.
 - 1.4.2 CPSC Handbook for Public Playground Safety, publication number 325.
 - 1.4.3 CSA Z614-20
 - 1.4.4 EN 1176-98 (if requested)
European Standard for Playground equipment
 - 1.4.5 All manufactured components must be IPEMA certified
International Playground Equipment Manufacturers Association.

PART 2 – PRODUCTS

2.1

Part Number	Description
105295	BAG ZIPLOCK 12" X 14"
200006956	Deck to Concrete Transition Plate
200006959	Deck to Post mounting bracket (To simulate a deck edge where there is none)
200007000	Loop Climber, 915 mm (36") deck
200007121	Mirror Bubble Panel, Arched Top, deck mount
200007138	Inter-Deck Step, 405 mm (16") safety loops
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)

200013797	KB 120" POST PLUS W/CAP
200013800	KB 136" POST PLUS W/CAP
200013805	KB 96" POST PLUS W/CAP
200013920	Hand Loop Assembly
200013924	Safety Loop Assembly
200092591	Stepping Stones - sold singly
200095002	Stone Climber, 915 mm (36") deck
200111492	Label, Identification stamped w/rivets
200129385	Tire for Fire Truck
200129386	Add-on Tire for Fire Truck
200200046	Ramp w/safety rails, 2440 mm (8') (Small hole)
200200187	Deck-to-deck, 205 mm (8") with faces (accent color)
200200188	Deck-to-deck, 305 mm (12") with faces (accent color)
200200285	Balcony Deck For Wheelchair accessibility (Small hole)
200200410	One-Step Deck, 205 mm (8") spacing (Small hole)
200200417	2440mm (8') Maxplayâ„¢ Single Swing Add-on Frame (frame only) one seat per bay
200200470	Spiral Climber 1220(48"), ground to deck
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST
200201336	Train Cattle Guard
200201476	Train Smoke Stack
200201477	Train Toolbox
200201479	Train Ladder Safety Rail
200201482	Train Fender Deck Mt
200202202	MAXPLAY 8' STANDARD BEAM (frame only) two seat per bay
200202204	MAXPLAY 8' ADD-ON STANDARD BEAM (frame only) two seat per bay
200202249	Fire Escape Climber 40"
200202475	Tilted Rock Challenge Wall 40"
200202497	KB Deck Hex Small Hole 11GA
200202502	KB Deck Rest Small Hole 11GA
200202503	KB Deck Square Small Hole 11GA
200202547	KB Deck Rest 11GA
200202549	KB Transfer Station (DK W/LOOP)(SM HL)11GA
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN
200202836	ASSY TOT SEAT F/8' SWING W/CHAIN
200203092	KB 164" POST 5" F/SHADE
200203097	KB 225" POST 5" F/SHADE
200203141	KB Shade 17' Hex Standard Fabric
200203143	KB Shade 26' Hex Standard Fabric
200203322	Elbow Slide, 915 mm (36") with 2014 Hood
200203350	Curly Climber 36" with Wire Mesh Enclosure
200203387	Roller Slide (48")
200203389	Double Wide Slide w/Slalom Hood 48"
200203433	Inclusive Swing Seat with Chains 8'
200203509	Elevated Transfer Deck with Rails

200203575	Steering Wheel, aluminum, rail mount
200203627	Unlimited Play Scrambled Scales Panel - Deck Mount - KB
200203633	Unlimited Play Simon Says Panel - Deck Mount - KB
200203661	NU-Edge Grand Strand
200203924	MINI GLIDING GEARS INSERT
200203925	MINI MAKE IT RAIN INSERT
200203926	MINI SENSORY FIDGET INSERT
200203927	MINI NUMBER TILE SLIDE INSERT
200203928	MINI ROTO MAZE INSERT
200203929	MINI COLOR WHEEL KALEI INSERT
200203932	PANEL SGL MINI INSERT F/KB DKMT
200203943	UP 8' RAMP W PLAYFUL BARRIERS F/KB
200203944	UP 12' RAMP W PLAYFUL BARRIERS F/KB
200305597	14' LARGE CRATE (ASSY DOMESTIC)
787Z	RISK MANAGEMENT SIGN - ENGLISH
912358	INCLUSIVE 3-POINT HARNESS W/hardware
925603	LABEL P/C (5 TO 12 YRS) PPLT
925960	THUMB DRIVE 2GB - PPLT
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1
INSTALL	INSTALL BOOK FOR PP ORDERS
BOOK	
LTSG303D	6' Bench with Back - Diamond - In-ground

2.2 Manufacturer: PlayPower Operations, Monett, Missouri

2.3 General Equipment Specifications:

2.3.1 Plastic Caps shall fit snugly into 127 mm (5") and 33 mm (1.315") tube ends and shall be injection molded Low Density Polyethylene. This plastic shall be stabilized against ultraviolet (UV) degradation and shall have color molded in. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.

2.3.2 Aluminum Caps shall fit snugly into 127 mm (5") tube ends. The Aluminum cap shall be made from SAE 413 aluminum with a minimum wall thickness of 4 mm. Prior to insertion into the post, all caps shall be painted per PPLT PAINT Specification. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.

2.3.3 PPLT PAINT Specification: Primer shall be electrostatically applied and cured in an infrared oven. Paint shall be an electrostatically applied polyester TGIC (triglycidyl isocyanurate) powder coating which shall be cured at temperatures between 400 and 500 degrees Fahrenheit. The thickness of the combined primer/paint shall be between 5 mils and 11 mils. The polyester powder shall comply with ASTM standards: D-2794 (Impact Resistance Test), B-117 (Salt Spray Resistance Test), G26 (Weatherability Test), and D3359B (Adhesion Crosshatching Test).

- 2.3.4 PlayPower Operations ROTO Specification: Rotationally Molded Plastic Parts shall be molded from linear low density polyethylene with ultraviolet (UV) light stabilizers, anti-static guard (for Molding purposes) and color molded in. This material shall comply with ASTM-D-790 (Flex Modulus), ASTM -D-638 (Tensile Strength), ASTM-D-648 (Heat Deflection Temperature), ARM-STD (Low Temperature Impact) and rated UL 94.
- 2.3.5 PPLT PVC Specification: Textured Poly-Vinyl-Chloride coating shall be an average of 3 mm (.125") thick. Poly-vinyl-chloride coating shall be oven cured and textured for added traction when wet or dry.
- 2.3.6 Hardware: Bolts, Nuts, Screws, Threaded Spacers, Washers and Other Hardware used in the assembly of components shall be metric stainless steel and tamper resistant. All necessary hardware shall be provided.
- 2.3.7 Deck Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. The clamp attachment bracket shall be formed from 11 gauge sheet steel and shall be welded securely to the clamp half. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.
- 2.3.8 Rail Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a minimum 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.
- 2.3.9 Wing and Panel Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. The clamp wing bracket shall be formed from 7 gauge sheet steel and shall be welded securely to the clamp half. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant

fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.

2.3.10 All Steel Tube Components shall comply with ASTM standards: A-500, Or A-513. The steel tube components contain five layers including an inside galvanized coating, high tensile strength cold formed steel, hot dipped pure zinc meeting ASTM B-6 applied at 3.5 tenths of an ounce per square foot, and a proprietary conversion and advanced polymer coatings. The components are freed of excess weld spatter and shall be cleaned in a multiple bath system which shall include a rust-inhibitive iron phosphate wash prior to painting. Exceptions: 127 mm (5") O.D. aluminum posts.

2.3.11 Brackets shall be fabricated from punched and formed 4.5 mm pre-galvanized sheet steel.

2.3.12 Gaskets shall be rubber injection molded from ultraviolet (U.V.) protected synthetic rubber. Rubber gaskets shall provide an aesthetic seal around the wonder fastener and bracket.

2.3.13 Footing for 127 mm (5") diameter upright posts shall be 305 mm (12") diameter x 940 mm (37") depth. Galvanized steel posts shall be 127 mm (5") O.D., 11 gauge pre-galvanized round tubing. Minimum tensile strength shall be 330MPa (48,000 psi). Minimum yield point shall be 310MPa (45,000 psi). The bottom portion of all upright posts shall be crimped slightly

2.3.14 Component Specifications:

2.3.15.1 11 GAUGE GALVANIZED STEEL POST shall be 127 mm (5) O.D., 11 gauge pre-galvanized round tubing. Minimum tensile strength shall be 380MPa (55,000 psi). Minimum yield point shall be 345MPa (50,000 psi). Plastic or Aluminum caps shall fit into the end of the 127 mm (5) tube. After fabrication, all posts shall be painted per PPLT PAINT Specification.

2.3.15.2 ACCESSIBLE BALCONY VINYL CLAD METAL DECK WITH STEERING WHEEL shall cover a minimum of .365 square meters (567 square inches) of top surface area and be designed to maintain a full 1.2 m (48) on center post spacing. Construction shall consist of one semi circle shaped deck. Metal decks shall be fabricated from 13 gauge hot rolled steel, which shall be punched, formed and reinforced with welded in place 11 gauge strips. Deck shall have a pattern of equally spaced holes on one edge to provide flush mounting to the deck. This assembly shall be coated per PPLT PVC Specification. Balcony Rails provide full enclosure and shall be fabricated from 33 mm (1.315) O.D. pre-galvanized steel

tubing. Two horizontal rails shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing, with a steel plate welded between to attach the Aluminum Steering Wheel. The Aluminum Steering Wheel shall be cast in alloy 319 aluminum of the Aluminum-Zinc-Magnesium type and comply to ASTM SC64d, UNS-AO3191, QQA-371e, and QQA-596d standards. Steering wheel shall mount to a 33 mm (1.315) O.D. pre-galvanized tube. After fabrication, all components except vinyl deck shall be painted per PPLT PAINT Specification.

2.3.15.3 ACTIVITY PANEL MINI INSERTS shall be fabricated from a combination of routed high density polyethylene, 3mm (0.12") clear polycarbonate. Various activities may include various sizes of balls and 2mm (0.08") aluminum sheet. Hardware used shall be stainless steel and tamper resistant.

2.3.15.4 BUBBLE MIRROR PANEL shall consist of two 3 mm (.125") Polycarbonate (Lexan) bubbles Metalized on concave surface only with a non-removable filler of bubble wrap packaging material inside to prevent compression of bubbles. The mirror shall be attached to a panel molded per PPLT ROTO Specification.

2.3.15.5 COLORED KICK PLATES AND DECK TO DECK ACTIVITY PLATES shall be fabricated from 13 gauge (2.3 mm) pre-galvanized sheet steel for the 8", 12", and 16", 24", 28", and 32" plain models. Models with slots or Parachutes (24, 28, 32) shall be fabricated from 11 gauge (3.0 mm) pre-galvanized sheet steel. After fabrication, deck to deck plates shall be painted per PPLT PAINT Specification. 8", 12" and 16" plates shall have fun faces laser cut into them. 24", 28" and 32" plates shall have grooves cut into them with optional slider "Parachute/shapes" fabricated from CNC Routed high density polyethylene sheet.

2.3.15.6 CURLY CLIMBERS W/WIRE ENCLOSURE shall be of a design which will not allow children to climb into the interior of the coil. Curly Climber coils shall be fabricated from 33 mm (1.315) O.D. pre-galvanized steel tubing. The center support post shall be fabricated out of 42.2 mm (1.66) O.D. pre-galvanized steel tubing. Enclosures shall be fabricated from 33.4 mm (1.315) o.d. pre-galvanized steel tubing, 32 mm (1.25), 25 mm (1) pre-galvanized steel square tubing, 5.7 mm (.224) galvanized steel wire mesh and 3 mm (11 gauge) pre-galvanized sheet steel. Also available in post mount. Curly Climbers shall be an all welded construction and shall be painted per PPLT PAINT Specification.

2.3.15.7 DECK EDGE SIMULATOR for metal decks shall be fabricated from 11 & 7 gauge pre-galvanized sheet steel. Welded assembly shall be painted per PPLT PAINT Specification.

- 2.3.15.8 DECK TO GROUND TRANSITION PLATE shall be fabricated from 7 gauge hot rolled steel. This assembly shall be coated per PPLT PVC Specification.
- 2.3.15.9 DOUBLE WIDE SLIDE WITH SLALOM HOOD shall be rotationally molded per PPLT ROTO Specification. Plastic double wide slide sides shall be 203 mm (8) high from the slide surface and slide bed way shall be designed with a 406 mm (16") minimum width. Double wide slide shall be a one-piece design with a center divider having no seams, joints or gaps. Slide end support shall be fabricated from 38 mm (1.5) square tubing. Mid support shall be fabricated from 60.3 mm (2.37) O.D. tubing. All steel tubing shall be painted per PPLT PAINT Specification.
- 2.3.15.10 ELBOW SLIDE WITH HOOD side rails shall be a minimum of 229 mm (9) high from the slide surface. Slide and Slide Enclosure shall be rotationally molded per PPLT ROTO Specification. Slide end support shall be fabricated from 38 mm (1.5) square tubing. All steel tubing shall be painted per PPLT PAINT Specification.
- 2.3.15.11 FIRE TRUCK TIRE PANEL shall be rotationally molded per PPLT ROTO Specification. They shall have aesthetic hardware covering inserts fabricated from Aluminum Tread Plate.
- 2.3.15.12 FULL-HEX VINYL CLAD METAL DECK shall cover a minimum of 3.78 square meters (5,900 square inches) of top surface area and be designed to maintain a full 1.2 m (48) on center post spacing. Construction shall consist of two half-hex shaped decks assembled together during installation. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge corner plates. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks at the same level to be assembled providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.
- 2.3.15.13 GRAND STRAND main frame is to be constructed from 127 mm (5") diameter 11 gauge (3mm) thick pre-galvanized steel tube, 7 gauge (4.5mm) thick pre- galvanized steel sheet tabs, and mild steel blocks. The "X" center top support is to be constructed from 88.9 mm (3.5") 11 gauge (3mm) thick pre- galvanized steel tube, mild steel blocks, 7 gauge (4.5mm) and 11 gauge (3mm) thick pre-galvanized steel sheet. The center rings are to be constructed from 60.3 mm (2.375") 10 gauge (3.4mm) thick pre-galvanized steel tube and mild steel blocks. The footings are made from 48.3 mm (1.9")

11 gauge (3mm) thick pre-galvanized steel tube, 33.4mm (1.315") 14 gauge (2mm) thick pre-galvanized steel tube, 7 gauge (4.5mm) and 11 gauge (3mm) thick pre-galvanized steel sheet, and mild steel blocks. After fabrication, all metal shall be painted per PPLT PAINT Specification. Accents consist of nets that will be fabricated from rope consisting of six galvanized steel cables (2.5 mm O.D. each) twisted together and wrapped with 6mm of high strength polyester fiber. Each perpendicular joint shall be secured. 3/4" thick HDPE sheet, 9.5 mm (.38"), 3/4 HDPE colored grey textured styrene-butadiene rubber (SBR), rotational molded hoop-la and KB X-frame cover. All rotational molded plastic shall be molded per PPLT ROTO specification. X-frame ball plate shall be 14ga (2.3mm) gray sheet steel vinyl dipped per PPLT PVC Specification. All chain connections shall be 4/0 galvanized chain.

- 2.3.15.14 HAND HOLD LOOP shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and shall be painted per PPLT PAINT Specification.
- 2.3.15.15 Identification label shall be fabricated from aluminum sheet .016 (4 mm) thick and attached with aluminum pop rivets.
- 2.3.15.16 INTER-DECK STEP shall be completely fabricated from 11 gauge steel. The step surface shall measure 203 mm (8") deep by a minimum of 406 mm (16") wide, with rises limited to 203mm (8"). The complete assembly shall be coated per PPLT PVC Specification after fabrication. Available with hand hold loops or safety loops. Safety Loops shall be fabricated from 33 mm (1.315) O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. Hand Hold Loops shall be fabricated from 33 mm (1.315) O.D. pre-galvanized steel tubing. After fabrication loops shall be painted per PPLT PAINT Specification.
- 2.3.15.17 KB ACTIVITY PANEL FRAME shall be fabricated from routed 19 mm (3/4) high density polyethylene. Deck plates shall be pre-galvanized 3.0 mm (.12) 11 gauge sheet steel. Hardware used shall be stainless steel and tamper resistant. All steel shall be painted per PPLT PAINT Specification.
- 2.3.15.18 KB ACTIVITY PANEL shall be fabricated from routed 19mm (3/4") high density polyethylene. Deck plates shall be pre-galvanized 3.0mm (.12") 11-gauge sheet steel. Various activities may include cast aluminum bells, fiberglass embedded graphics, sealed bearings, zinc plate steel shafts, and 3.0mm (.12") mirrored polycarbonate. Steel shall be painted per PPLT PAINT specification or dipped per PPLT PVC specification. Hardware used shall be stainless steel and tamper resistant.

2.3.15.19 KB FIRE ESCAPE LADDERS shall be fabricated from 42 mm (1.6) O.D. and 33.4 mm (1.315) pre-galvanized steel tubing. The climber shall be an all welded construction. Enclosures shall be fabricated from 33 mm (1.315) O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification.

2.3.15.20 LOOP CLIMBER shall be fabricated from 33 mm (1.315) O.D. pre-galvanized steel tubing. The loop climber shall be an all welded construction. Enclosure shall be fabricated from 33 mm (1.315) O.D. pre-galvanized steel tubing, 3 mm (11 gauge) pre-galvanized sheet steel and 4.5 mm (7 gauge) sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification.

2.3.15.21 MAX PLAY[®] SWING beam shall be fabricated from 60 mm (2.375") O.D. 5 gauge pre-galvanized steel tube. Uprights shall be fabricated from 127 mm (5") O.D. 11 gauge pre-galvanized steel tube. The beam and uprights shall be painted per PPLT PAINT Specification. Anti Wrap-over swing bearings (U.S. Patent 6,123,480) shall be fabricated from 415D sand cast Aluminum Bronze with injection molded nylatron plastic sleeve.

2.3.15.22 RAMP WITH SAFETY RAIL shall consist of all welded rails and ramps. All welded rails shall be fabricated from pre-galvanized 33.4 mm (1.31") O.D. 11-gauge steel tubing, pre-galvanized 19.05 mm (.75") x 25.4 mm (1.00") 15-gauge oval tube, and 4.5mm (7-gauge) galvanized sheet steel. Rails shall be painted per PPLT PAINT Specification. Ramps shall be fabricated from punched 2.3 mm (13-gauge) sheet steel reinforced with welded in place 2.3mm (13-gauge) sheet steel. Weldment shall be coated per PPLT PVC Specification. Play elements can be any combination of 6.35mm (1/4") sheet plastic, 12.7mm (1/2") sheet plastic, 19.05mm (3/4" sheet plastic), marbles, clear polycarbonate with screen printed graphics and 50.8mm (2.00") O.D. x 3.2mm (.12") alum tubing. ACTIVITY PANEL MINI INSERTS shall be fabricated from a combination of routed high density polyethylene, 3mm (0.12") clear polycarbonate. Various activities may include various sizes of balls and 2mm (0.08") aluminum sheet. The chimes shall be fabricated from 6063 aluminum. Hardware used shall be stainless steel and tamper resistant. The rails mount to posts with KB Clamps (see KB General Spec 10) and shall be secured with provided HARDWARE.

2.3.15.23 SAFETY RAIL shall be fabricated from a combination of 33.4 mm (1.312") O.D. pre-galvanized steel tubing and 3/4 X 1 FSO pre-galvanized steel tubing. Side plates shall be fabricated from 3 mm (11 gauge) pre-galvanized sheet steel. Deck mounted safety rails shall have a bottom plate fabricated from 3 mm (11 gauge) pre-galvanized sheet steel. The Safety Rails provide a non-climbable

enclosure and shall have no gaps greater than 76 mm (3") and less than 254 mm (10), especially between vertical rungs and posts. After assembly, panel shall be painted per PPLT PAINT Specification.

2.3.15.24 Shade Builder Pyramid, Sails, Hexagon and Umbrella Integrated into the Playground Product Specifications: ALL STRUCTURES ARE DESIGNED TO MEET THE REQUIREMENTS OF ASCE 7-05 (IBC 2006, IBC 2009, CBC2010) AND ASCE 7-10 (IBC 2012). LIVE LOAD 5 PSF-SNOW LOAD 10 PSF-DESIGN WIND SPEED 90 MPH (3- SEC GUST) EXPOSURE C (FROM ASCE 7-05)-DESIGN WIND SPEED 115 MPH RISK CATEGORY II (FROM ASCE 7-10) All tube shall conform to ASTM A500. Steel plate shall conform to ASTM A572, $F_y = 50$ KSI. All fabrication and erection of structural steel shall conform to the current edition of AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings". All fabrication and erection of the light gauge pipes shall conform to AISI cold-formed steel specifications. Steel welds shall conform to AWS D.1: Electrodes, Class E70XX, Low Hydrogen. Frames are to be painted per PPLT Paint Specification. Structural Steel Columns are made of 88.9 mm (3.5) O.D. pre-galvanized tubing for PB and are made of 127 mm (5) O.D. pre-galvanized tubing for KB. Structural Steel Rafters are made of 88.9 mm (3.5) O.D. pre-galvanized tubing. Shade Panels: Fabric shade cloth has been specifically developed to produce a very strong and stable outdoor fabric for use in tension structures and shade awnings. This range offers the ultimate combination of maximum sun protection plus the strength and durability to ensure maintenance-free, long life performance. Mildew and Rot resistant, Heat and hail resistant. Maintains color in all weather conditions. High Density Polyethylene (HDPE), UV stabilized with a monofilament and lockstitch sewing construction producing a fabric that will not tear or fray if cut. Available in Standard and Fire Retardant Fabric, 6 Colors in Standard Fabric and 7 Colors in Fire Retardant Fabric. Provides shade factors up to 94% and blocks up to 95% of dangerous UV solar radiation for Standard Fabric. Provides shade factors up to 86% and blocks up to 84% of dangerous UV solar radiation for Fire Retardant Fabric. Temperature reduction of up to 30 degrees. It is recommended to remove Shade fabric prior to snowfall. Structural framing may remain in place during winter months.

2.3.15.25 Shade Builder Pyramid, Sails, Hexagon and Umbrella Integrated into the Playground Product Specifications: ALL STRUCTURES ARE DESIGNED TO MEET THE REQUIREMENTS OF ASCE 7-05 (IBC 2006, IBC 2009, CBC2010) AND ASCE 7-10 (IBC 2012). LIVE LOAD 5 PSF-SNOW LOAD 10 PSF-DESIGN WIND SPEED 90 MPH (3- SEC GUST) EXPOSURE C (FROM ASCE 7-05)-DESIGN

WIND SPEED 115 MPH RISK CATEGORY II (FROM ASCE 7-10)
All tube shall conform to ASTM A500. Steel plate shall conform to ASTM A572, $F_y = 50$ KSI. All fabrication and erection of structural steel shall conform to the current edition of AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings". All fabrication and erection of the light gauge pipes shall conform to AISI cold-formed steel specifications. Steel welds shall conform to AWS D.1: Electrodes, Class E70XX, Low Hydrogen. Frames are to be painted per PPLT Paint Specification. Structural Steel Columns are made of 88.9 mm (3.5) O.D. pre-galvanized tubing for PB and are made of 127 mm (5) O.D. pre-galvanized tubing for KB. Structural Steel Rafters are made of 88.9 mm (3.5) O.D. pre-galvanized tubing. Shade Panels: Fabric shade cloth has been specifically developed to produce a very strong and stable outdoor fabric for use in tension structures and shade awnings. This range offers the ultimate combination of maximum sun protection plus the strength and durability to ensure maintenance-free, long life performance. Mildew and Rot resistant, Heat and hail resistant. Maintains color in all weather conditions. High Density Polyethylene (HDPE), UV stabilized with a monofilament and lockstitch sewing construction producing a fabric that will not tear or fray if cut. Available in Standard and Fire Retardant Fabric, 6 Colors in Standard Fabric and 7 Colors in Fire Retardant Fabric. Provides shade factors up to 94% and blocks up to 95% of dangerous UV solar radiation for Standard Fabric. Provides shade factors up to 86% and blocks up to 84% of dangerous UV solar radiation for Fire Retardant Fabric. Temperature reduction of up to 30 degrees. It is recommended to remove Shade fabric prior to snowfall. Structural framing may remain in place during winter months.

2.3.15.26 SPIRAL CLIMBER shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing. The Spiral Climber shall be comprised of two main parts each of which are all welded assemblies. Enclosure shall be fabricated from 33 mm (1.315) O.D. pre-galvanized steel tubing, 3 mm (11 gauge) pre-galvanized sheet steel and 4.5 mm (7 gauge) sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification.

2.3.15.27 SQUARE VINYL CLAD METAL DECK shall cover a minimum of 1.46 square meters (2,275 square inches) of top surface area, be a one-piece construction and be designed to maintain a full 1.2 m (48) on center post spacing. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge plates. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks to be assembled at the

same level providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.

2.3.15.28 Standard Belt Swing Seats shall be heavy duty construction, fabricated from 70 durometer EPDM rubber with a tempered steel insert molded inside, rendering them slash proof.

2.3.15.29 STEPPING STONES shall be rotationally molded per PPLT ROTO Specification and mounted on 60 mm (2.375") O.D. pre-galvanized support posts painted per PPLT PAINT Specification after fabrication.

2.3.15.30 The 48, 64 and 72 deck height Slides will comprise an upper slide panel of 4.6 mm galvanized sheet, a side top caprod of 3-1/2 x 13 ga. galvanized tube, a side end panel of 4.6 mm galvanized sheet, aside bottom cap rod of RDTB ILG 25.4 mm x 2.1 mm 14 ga. Assembly shall be solid welded. The rollers are PE coated 2 aluminum tubing with nitrile bearings on stainless steel shafts. Support shall be constructed of RDTB ILG 42.2 mm x 3 mm and 4.6 mm galvanized sheet

2.3.15.31 The harness is comprised of stainless steel swivel hooks that are sewn to 1" black nylon webbing straps with black thread. A male and female black acetal plastic buckle is used to attach the upper and lower portions of the harness. The swivel hooks attach to 316 stainless steel anchor points secured with stainless steel ratcheting channels and steel fasteners.

2.3.15.32 THE INCLUSIVE SWING SEAT shall be rotationally molded from linear low density polyethylene with molded in graphics. Attached to the seat is a reinforced polyurethane rubber bumper. The sliding latch mechanism is constructed from 6061 machined aluminum. Swing chains shall be 4/0 straight link galvanized steel.

2.3.15.33 TILTED ROCK CHALLENGE WALL shall be constructed of high density polyethylene sheets. The hand grips shall be molded from a plastic resin. The steel wall and feet supports are fabricated from pre-galvanized 42.2 mm (1.625") diameter steel tubing welded with 11 gauge pre-galvanized steel brackets. Safety Loops shall be fabricated from 33 mm (1.315) O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all parts except wall boards and hand grips shall be painted per PPLT PAINT Specification.

2.3.15.34 Tot Swing Seats shall be heavy duty construction, fabricated from black EPDM rubber with a tempered steel insert molded inside, rendering them slash proof. Tot seat shall be fully enclosed to prevent slipping out and provide lower back support. Two sizes

of leg cutouts make this seat versatile enough to accommodate larger children with special needs also.

2.3.15.35 TRAIN CATTLE GUARD vertical rails shall be fabricated from 1 X 3/4 FSO and pre-galvanized steel tubing. The horizontal rails shall be fabricated from 33 mm (1.315) pre-galvanized steel tubing. Welded assembly shall be painted per PPLT PAINT Specification.

2.3.15.36 TRAIN FENDER PANEL shall be rotationally molded per PPLT ROTO Specification.

2.3.15.37 TRAIN LADDER RAIL HORIZONTAL BAR shall be fabricated from 33 mm (1.315") and vertical bars from 25 mm (1") pre-galvanized steel tubing. Rails shall provide an enclosure, and shall have no gaps greater than 76 mm (3") and less than 254 mm (10"), especially between vertical rungs and posts. The welds shall be continuous around the entire perimeter. Ladder rails shall be painted per PPLT PAINT Specification.

2.3.15.38 TRAIN SMOKE STACK shall be rotationally molded per PPLT ROTO Specification. The top of the smoke stack shall be covered with a polycarbonate (Lexan) dome. The Support posts shall be fabricated from 60.3mm (2.375") 12 gauge pre-galvanized tubing with 11 gauge pre-galvanized sheet steel plates. The Support posts shall be painted per PPLT PAINT Specification.

2.3.15.39 TRAIN TOOLBOX PANEL shall be rotationally molded per PPLT ROTO Specification.

2.3.15.40 TRANSFER STATION WITH GUARD RAIL shall consist of two triangular decks and step assemblies for the handrails. Each triangular deck shall be fabricated from 11 gauge sheet steel, covering .37 square meters (575 square inches) and have three 25 x 152 mm (1" x 6") hand slots incorporated into the deck surface for aid in user transition. The step assemblies provide access from the transfer decks to a 915 mm (36"), 1016 mm (40), 1220 mm (48), 1422 mm (56), 1625 mm (64) deck height. Each step shall have a tread depth of 406 mm (16") and a tread width of 953 mm (37.5"), with each rise 203 mm (8") or less. Each step assembly shall have an all welded construction from 13 gauge sheet steel. Each step assembly and Transfer Deck shall be coated per PPLT PVC Specification. Transfer Station Guard Rails shall be fabricated from 33 mm (1.315") O.D., pre-galvanized, 10 gauge tubing. Transfer Station loops shall be fabricated from 42.2 mm (1.66") O.D., pre-galvanized, 10 gauge tubing. All welded handrail assemblies shall be painted per PPLT PAINT Specification.

2.3.15.41 VINYL CLAD METAL RAMPS WITH SAFETY RAIL shall be a minimum of 915 mm (36") wide. Metal Ramps shall be fabricated from punched sheet steel with 76 mm (3) formed sides. Ramp assembly shall be vinyl dipped per PPLT PVC Specification. Safety Rails shall be fabricated from 33 mm (1.315) pre galvanized steel tubing. Safety rails shall provide an enclosure and shall have no gaps greater than 80 mm (3.15") and less than 254 mm (10"), especially between vertical rungs and posts. Safety rails shall be painted per PPLT PAINT Specification.

2.3.15.42 VINYL CLAD REST DECK shall cover a minimum of 2.5 meters (3,872 square inches) of top surface area, be a two-piece construction of a 1/2 deck and a trapezoid deck and be designed to maintain a full 1.2 m (48) on center post spacing. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge plates. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks to be assembled at the same level providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.

2.3.15.43 VINYL CLAD STEP DECK planks shall cover a minimum of 0.4 square meters (624 square inches) of top surface area per step and be designed to maintain a full 1.2 m (48) on center spacing. Metal step decks shall be fabricated from punched sheet steel and shall have 64 mm (2.5) formed sides. This assembly shall be coated per PPLT PVC Specification. Step deck shall mount using two 33 mm (1.315) handrails which shall be painted per PPLT PAINT Specification.

shawgrass
a synthetic turf system

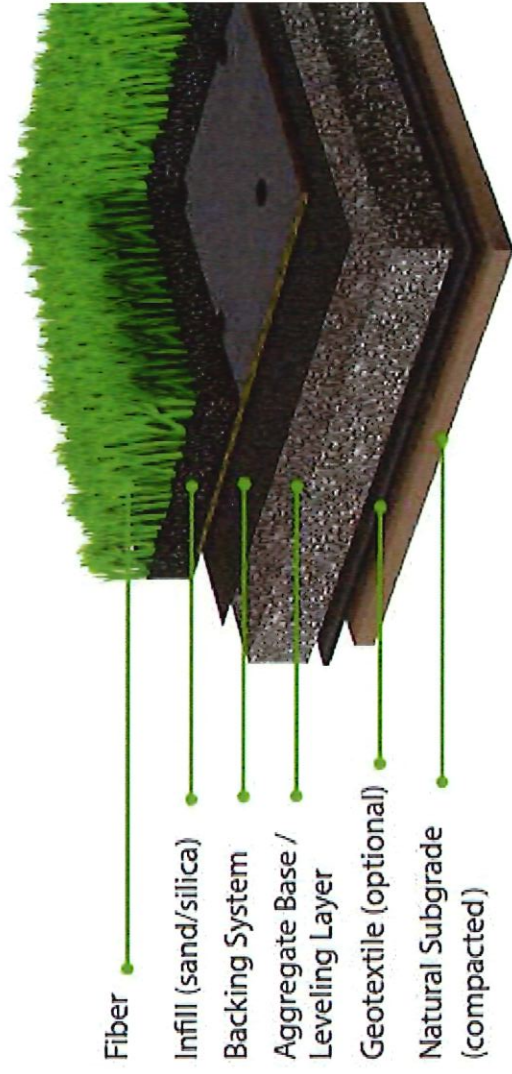


Exhibit “C”
Insurance Requirements

EXHIBIT "C"

CITY OF SEALY STANDARD INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for the City of Sealy (the "City") shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, representatives, and employees as additional insureds as to all applicable coverage as noted.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail.
3. Provide for a waiver of subrogation in favor of the City.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A- VII" by A.M. Best's Key Rating Guide, or other equivalent ratings service(s).

Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted with the Contractor's bid or response to proposal. A certificate of insurance shall also be provided to the City prior to the date the contract is executed, renewed or extended.

Insurance Types and Limits: Standard Insurance Terms under "All Contracts" apply unless a more specific Contract type is applicable and modifies the insurance limits.

Type of Contract

Type and amount of Insurance

All Contracts

General Liability for bodily injury, property damage, and advertising injury with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, including a separate aggregate of \$2,000,000 for products and completed operations.

Medical Expense Limit shall be not less than \$10,000 on any one person.

Automobile Liability with a minimum limit of \$1,000,000 per occurrence or combined single limit.

Texas Statutory Workers' Compensation and Employers Liability with a minimum limit of \$100,000 for Each Accident, Disease – Each Employee and Disease – Policy Limit. Non-Subscribers must provide proof their non-subscriber status with the Texas Department of Insurance (Form – DWC 005)

Special Events

If the contractor serves, sells or otherwise provides alcoholic beverages, Liquor Liability with a minimum of \$1,000,000 per Occurrence and \$2,000,000 Aggregate.

If the City, in its sole determination, considers activities of the Special Event to be high risk or dangerous activities, Umbrella Coverage or Excess Liability Excess Coverage commensurate with the risk, but in no event less than \$2,000,000.

If a transportation hire for service is provided, Automobile Liability with a minimum of \$1,000,000 combined single limit.

Public Works and Construction

Texas Statutory Workers' Compensation and Employers Liability with a minimum limit of \$1,000,000 for Each Accident, Disease – Each Employee and Disease – Policy Limit. Non-Subscribers must provide proof their non-subscriber status with the Texas Department of Insurance (Form – DWC 005)

Builders Risk Insurance - This coverage will be provided by all contractors involved in the construction of a new building, or the improvement, alteration or renovation of an existing structure with project value of \$50,000 or more. This coverage should be considered automatic on projects involving new construction or major additions to existing structures and in addition to the general liability and workers' compensation requirements found in this document.

Installation Floater – this coverage may be substituted for Builders Risk Insurance upon approval of the City. The floater shall provide coverage for the material at the jobsite, in temporary storage, and in transit. The limit shall meet or exceed that of the total cost of the project under contract with the contractor.

Professional Services

Professional Liability Insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. Must be on an Occurrence Form. If coverage is provided on a Claims-Made Form, then it must have a retroactive date at least to the first date of the applicable contract for which coverage is provided.

Software, SAAS and IT Services

Errors & Omissions \$1,000,000
Cyber Liability \$1,000,000

Privacy & Network Security \$1,000,000

The above limits are standard. The City of Sealy reserves the right to amend these limits and coverages based on the exposures in the subject contract.

Certificate Holder Address:

City of Sealy
Attn: City Secretary
PO Box 517
Sealy TX 77474

- a. All of the above-listed insurance must be maintained in force throughout the term of this Contract and must be written by insurance companies authorized to sell insurance where work is being performed and have an A.M. Best's rating of B++ VII or better. All insurance policies must provide that they may not be cancelled or modified without 30 days' prior written notice to City and that they are primary and noncontributory over any insurance that may be carried by City.
- b. All such insurance shall be primary. All policies shall include a waiver of subrogation in favor of City, and all policies shall require at least thirty (30) days prior written notice to City of any intention to cancel, terminate or reduce coverage provided thereby. City shall be named as additional insureds on the commercial general liability and business automobile liability policies. Prior to the commencement of the Work, Contractor shall furnish to City a Certificate of Insurance, endorsements, or evidence of coverage signed by authorized representatives of the companies providing the coverage required under the terms of the Agreement. Upon request and without expense to City, Contractor shall furnish City with certified copies of said insurance policies signed by authorized representatives of the insurance companies. Failure to secure the insurance coverages, or the failure to comply fully with any of the insurance provisions of the Agreement as may be necessary to carry out the terms and provisions of the Agreement shall be deemed to be a material breach of the Agreement. The lack of insurance coverage does not reduce or limit Contractor's responsibility to indemnify City as set forth in the Agreement. Any and all deductibles and premiums associated with the above-described insurance policies shall be assumed by, for the account of, and at the sole risk of the Contractor. City reserves the right to review the insurance coverage requirements of the Agreement. Contractor shall require similar insurance levels from its sub-contractors and other Agents.
- c. As required by Section 406.096, Texas Labor Code, Contractor hereby certifies that Contractor provides workers' compensation insurance coverage for each employee of Contractor who will be employed on the Project. Further, Contractor agrees that each subcontractor which Contractor engages to perform work on the Project will be required to provide a written certification that the subcontractor provides workers' compensation insurance coverage for each employee of the subcontractor who will be employed on the Project, and that Contractor will provide such certification to City before the subcontractor performs any work on the Project.

Waiver of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer's rights of recovery against the City of Sealy under all the required insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.



Charles Oberrender <lococattlecompany@gmail.com>

Fw: Playground

1 message

Kimbra Hill <khill@ci.sealy.tx.us>

Fri, Apr 24, 2026 at 12:58 PM

To: Charles Oberrender <lococattlecompany@gmail.com>

Cc: Tim Kirwin <kirwinlawfirm@outlook.com>, Patrick Parsons <pparsons@ci.sealy.tx.us>, Michael Barrow <mbarrow@ci.sealy.tx.us>, Brooke Kaiser <bkaiser@ci.sealy.tx.us>, Sandra Vrablec <svrablec@ci.sealy.tx.us>, Karissa McCullough <kmccullough@ci.sealy.tx.us>

Charles,

I apologize, but the requirements have been further amended. Please see the edits in red.

Thank you,

Kimbra Hill

City Manager

City of Sealy

415 Main Street

Sealy, Texas 77474

Office 979-885-3511

Mobile 979-398-0814

khill@ci.sealy.tx.us



CONFIDENTIALITY NOTICE The Electronic Communications Privacy Act, 18 U.S.C. §§2510-2521, covers this electronic message. This message and any attachment thereto contains CONFIDENTIAL INFORMATION intended for the exclusive use of the named recipient(s) and may further be PRIVILEGED and CONFIDENTIAL attorney client communication, attorney work product or proprietary information. If you are not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient and have received this information in error, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

From: Michael Barrow <mbarrow@ci.sealy.tx.us>

Sent: Friday, April 24, 2026 12:25 PM

To: John Cole <john@allplayinc.com>; Patrick Parsons <pparsons@ci.sealy.tx.us>; Patrick Stallings <patrick@allplayinc.com>; Brooke Kaiser <bkaiser@ci.sealy.tx.us>

Cc: Sandra Vrablec <svrablec@ci.sealy.tx.us>; Tim Kirwin <kirwinlawfirm@outlook.com>; Kimbra Hill

Page 72
<khill@ci.sealy.tx.us>; Kenkyai Graves <key@allplayinc.com>; Whitney Robertson
<wrobertson@ci.sealy.tx.us>; Travis Cochran <tcochran@ci.sealy.tx.us>
Subject: Re: Playground

See easy edit in RED.

Mike

From: John Cole <john@allplayinc.com>
Sent: Friday, April 24, 2026 11:46 AM
To: Patrick Parsons <pparsons@ci.sealy.tx.us>; Patrick Stallings <patrick@allplayinc.com>; Brooke Kaiser <bkaiser@ci.sealy.tx.us>
Cc: Sandra Vrablec <svrablec@ci.sealy.tx.us>; Tim Kirwin <kirwinlawfirm@outlook.com>; Kimbra Hill <khill@ci.sealy.tx.us>; Kenkyai Graves <key@allplayinc.com>; Whitney Robertson <wrobertson@ci.sealy.tx.us>; Travis Cochran <tcochran@ci.sealy.tx.us>; Michael Barrow <mbarrow@ci.sealy.tx.us>
Subject: RE: Playground

Patrick,

Please see the attached revised COI with the medical increased to \$10,000 & the copies of the blanket endorsements.

&

RE: Standard flatwork details

1. SIDEWALK SHALL BE CONSTRUCTED WITH PORTLAND CEMENT CONCRETE 4" THICK MINIMUM WITH COMPRESSIVE STRENGTH OF 3,000 psi, 5' WIDTH.
2. STEEL REINFORCED EVERY 18" O.C. MINIMUM BOTH WAYS with #3 REBAR
3. PLASTIC CHAIRS SHALL BE USED TO HOLD REINFORCEMENT STEEL AT 2" HIGH.
4. 3/4" REDWOOD JOINT AT INTERVALS OF 20' (MAX,) THROUGHOUT ENTIRE LENGTH OF SIDEWALK AND WHERE NEW WALK MEETS OLD WALK.
~~CONSTRUCTION~~ CONTRACTION JOINT SHALL BE PLACED EVERY 5' TO A DEPTH OF 1 INCH.

Please let me know if this is sufficient or any additional details are needed.
Looking forward to a successful project.

Thanks and...

keep playing,

John Cole (281) 541-7849 cell

ALL PLAY 

From: Patrick Parsons <pparsons@ci.sealy.tx.us>
Sent: Thursday, April 23, 2026 5:50 PM
To: Patrick Stallings <patrick@allplayinc.com>; Brooke Kaiser <bkaiser@ci.sealy.tx.us>
Cc: John Cole <john@allplayinc.com>; Sandra Vrablec <svrablec@ci.sealy.tx.us>; Tim Kirwin <kirwinlawfirm@outlook.com>; Kimbra Hill <khill@ci.sealy.tx.us>; Kenkyai Graves <key@allplayinc.com>; Whitney Robertson <wrobertson@ci.sealy.tx.us>; Travis Cochran <tcochran@ci.sealy.tx.us>; Michael Barrow

Exhibit “D”
Prevailing Wage Rates

EXHIBIT D
PREVAILING WAGE RATES FOR AUSTIN COUNTY, TEXAS

Superseded General Decision Number: TX20250229

State: Texas

Construction Type: Building

County: Austin County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number Publication Date
0 01/02/2026

ASBE0022-009 07/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 30.20	12.38

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

CARP0551-008 04/01/2025

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation,Drywall Hanging, Form Work and Metal Stud Installation).....	\$ 33.27	9.73

ELEC0716-005 09/01/2025

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms).....	\$ 38.50	10.71

ELEV0031-003 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 53.59	38.435+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Cranes.....	\$ 39.47	10.39

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.26	8.13

PLAS0783-001 04/01/2023

	Rates	Fringes
PLASTERER.....	\$ 31.34	10.30

PLUM0068-002 10/01/2024

	Rates	Fringes
PLUMBER.....	\$ 39.98	11.61

PLUM0211-010 10/01/2025

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 42.09	12.96

SHEE0054-012 04/01/2020

	Rates	Fringes
SHEET METAL WORKER		
Excludes HVAC Duct and Unit Installation.....	\$ 29.70	13.85
HVAC Duct Installation Only.	\$ 29.70	13.85

SUTX2014-004 07/21/2014

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 16.41	3.98
BRICKLAYER.....	\$ 19.86	0.00
CAULKER.....	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.82	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.30	3.71
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only).....	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 18.00	1.68

Levine and B&PW Park Playgrounds Agreement

FLOOR LAYER: Carpet.....	\$ 20.00	0.00
FORM WORKER.....	\$ 12.57	0.00
GLAZIER.....	\$ 19.12	4.41
INSULATOR - BATT.....	\$ 14.87	0.73
IRONWORKER, REINFORCING.....	\$ 12.10	0.00
IRONWORKER, STRUCTURAL.....	\$ 27.15	5.66
LABORER: Common or General.....	\$ 11.56	0.00
LABORER: Mason Tender - Brick...	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.50	0.00
LABORER: Pipelayer.....	\$ 12.94	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 9.49	0.00
LATHER.....	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 20.77	0.00
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 15.64	0.00
OPERATOR: Grader/Blade.....	\$ 13.37	0.00
OPERATOR: Loader.....	\$ 13.55	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 16.77	4.51
ROOFER.....	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Unit Installation Only).....	\$ 19.67	2.24
SPRINKLER FITTER (Fire Sprinklers).....	\$ 22.17	9.70
TILE FINISHER.....	\$ 12.00	0.00

TILE SETTER.....	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11
WATERPROOFER.....	\$ 14.39	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the

discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION

"

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

End of
Contract

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

All Play Inc.
Houston, TX United States

Certificate Number:
2026-1453031

Date Filed:
04/24/2026

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Sealy

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#2026-002

B&PW Park - Commercial playground equipment installed with artificial turf and sidewalk / Levine Park - Commercial playground equipment installed with poured-in-place rubber surfacing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cole, John	Spring, TX United States		X

5 Check only if there is NO Interested Party.

☐

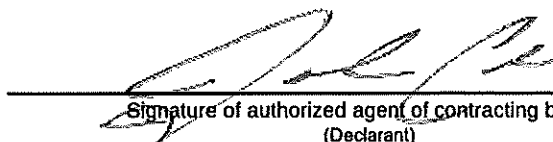
6 UNSWORN DECLARATION

My name is John Cole, and my date of birth is _____.

My address is _____, _____, _____, _____, USA
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 24 day of April, 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
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	Cole, John	Spring, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2026

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

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

PRODUCER Acrisure South Insurance Services, LLC 1317 Citizens Blvd Leesburg FL 34748	CONTACT NAME: Francie Hartung PHONE (A/C, No, Ext): 800-845-8437 FAX (A/C, No): E-MAIL ADDRESS: fhartung@acrisure.com														
INSURED All Play Inc 13903 Van Wall St Houston TX 77040	INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER B : Progressive County Mutual Insurance Company</td><td>29203</td></tr><tr><td>INSURER C : RSUI Indemnity Company</td><td>22314</td></tr><tr><td>INSURER D : Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A : Texas Mutual Insurance Company	22945	INSURER B : Progressive County Mutual Insurance Company	29203	INSURER C : RSUI Indemnity Company	22314	INSURER D : Evanston Insurance Company	35378	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

License#: BR-1796553
ALLPLAY-01**COVERAGES****CERTIFICATE NUMBER:** 1998155624**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:			MKL2V2PBC002539	12/31/2025	12/31/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Project Agg</td><td>\$ 5,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Project Agg	\$ 5,000,000
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B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			867539770	12/31/2025	12/31/2026	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$						
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C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			NHA604436	12/31/2025	12/31/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000										
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			0001196991	12/31/2025	12/31/2026	<table border="1"><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				

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

CERTIFICATE HOLDER**CANCELLATION**The City of Sealy
415 Main St
Sealy TX 77474

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jimmy Irwin



LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Acrisure South Insurance Services, LLC		NAMED INSURED All Play Inc 13903 Van Wall St Houston, TX 77040	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

POLICY ENDORSEMENTS

GENERAL LIABILITY POLICY INCLUDES THE FOLLOWING:

Form #CG2010 0413 Blanket Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization (Automatic when required in a Written Agreement)

Form #CG2037 0413 Additional Insured-Owners, Lessees or Contractors-Completed Operations (Automatic when required in a Written Agreement)

Form #MEGL 0241 0516 Blanket Waiver of Transfer of Rights of Recovery Against Others to Us Any person/Organization where agreed in writing prior to loss

Form IL00171198 Policy may cancel by mailing or delivering to the first named insured written notice of cancellation at least 10 days before the effective date of cancellation if it is cancelled for nonpayment of premium or 30 days before the effective date of cancellation if it is cancelled for any other reason.

Form #CG2001 0413 Primary & Non-Contributory Other Insurance Condition

COMMERCIAL AUTO POLICY INCLUDES THE FOLLOWING:

Blanket automatic Additional Insured endorsement when required by written contract executed prior to loss.

Blanket automatic Waiver of Subrogation endorsement when required by written contract executed prior to loss.

WORKERS COMPENSATION POLICY INCLUDES THE FOLLOWING:

Form # WC420304B Blanket automatic Waiver of Subrogation endorsement that provides waiver of subrogation status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

EXCESS LIABILITY POLICY IS FOLLOW FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery

Additional Premium: INCLUDED

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us under Section IV – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION BY US AS REQUIRED BY CONTRACT TO ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Number Of Days: 30 days

The following is added to the Cancellation condition:

We will provide written Notice of Cancellation to an additional insured stating when, not less than the number of days shown in the Schedule above, cancellation will become effective.

This condition only applies if:

1. The policy is cancelled by us;
2. Cancellation is for reasons other than:
 - a. Nonpayment of premium; or
 - b. Non-payment of any deductible reimbursement;
3. You are required by written contract to provide the additional insured with such notice; and
4. You agree to provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.

If notice is mailed, proof of mailing is sufficient proof of such notice.

All other terms and conditions remain unchanged.



WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY

WC 42 03 04 B

Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 12/31/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001196991 of Texas Mutual Insurance Company effective on 12/31/25

Issued to: ALL PLAY INC

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/30/25

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Tom Carlisle

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: All Play, Inc.

Obligee: City of Sealy

Amount: \$ 598,840.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be It Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of February, A.D. 2023.

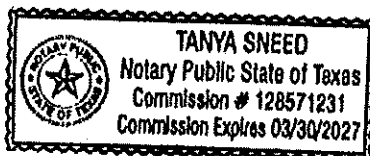
SURETEC INSURANCE COMPANY

By: 
Michael C. Kelmig, President

State of Texas
County of Harris



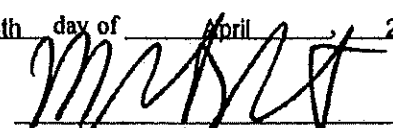
On this 3rd day of February, A.D. 2023 before me personally came Michael C. Kelmig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Tanya Sneed, Notary Public
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 16th day of April, 2026, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.





TEXAS STATUTORY PAYMENT BOND
(Public Works)

Bond No. 4490913

KNOW ALL MEN BY THESE PRESENTS:

THAT, All Play, Inc. (hereinafter called the Principal), as principal, and SureTec Insurance Company, 2103 CityWest Blvd., Ste 1300, Houston, Texas 77042, (address), a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto City of Sealy (hereinafter called the Obligee), in the amount of Five hundred Ninety-eight thousand Eight hundred Forty and 00/100 Dollars (\$598,840.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 20th day of March, 2026 for B & PW Park / Levine Park: Playground renovations with surfacing, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 16th day of April, 2026.

Principal: All Play, Inc.

By: [Signature]
Signature

Name: Rant Futrell
Title: pres

SureTec Insurance Company

By: [Signature]
Signature

Name: Tom Carlisle
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations



TEXAS STATUTORY PERFORMANCE BOND

(Public Works)

Bond No. 4490913

KNOW ALL MEN BY THESE PRESENTS:

THAT, All Play, Inc. (hereinafter called the Principal, and SureTec Insurance Company, 2103 CityWest Blvd., Ste 1300, Houston, Texas 77042, (address), a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto City of Sealy (hereinafter called the Obligee), in the amount of Five hundred Ninety-eight thousand Eight hundred Forty and 00/100 Dollars (\$598,840.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 20th day of March, 2026 for B & PW Park / Levine Park: Playground renovations with surfacing, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 16th day of April, 2026.

Principal: All Play, Inc.

By: [Signature] Signature

Name: Nurt Futrell

Title: pres

SureTec Insurance Company

By: [Signature] Signature

Name: Tom Carlsle
Attorney-in-Fact

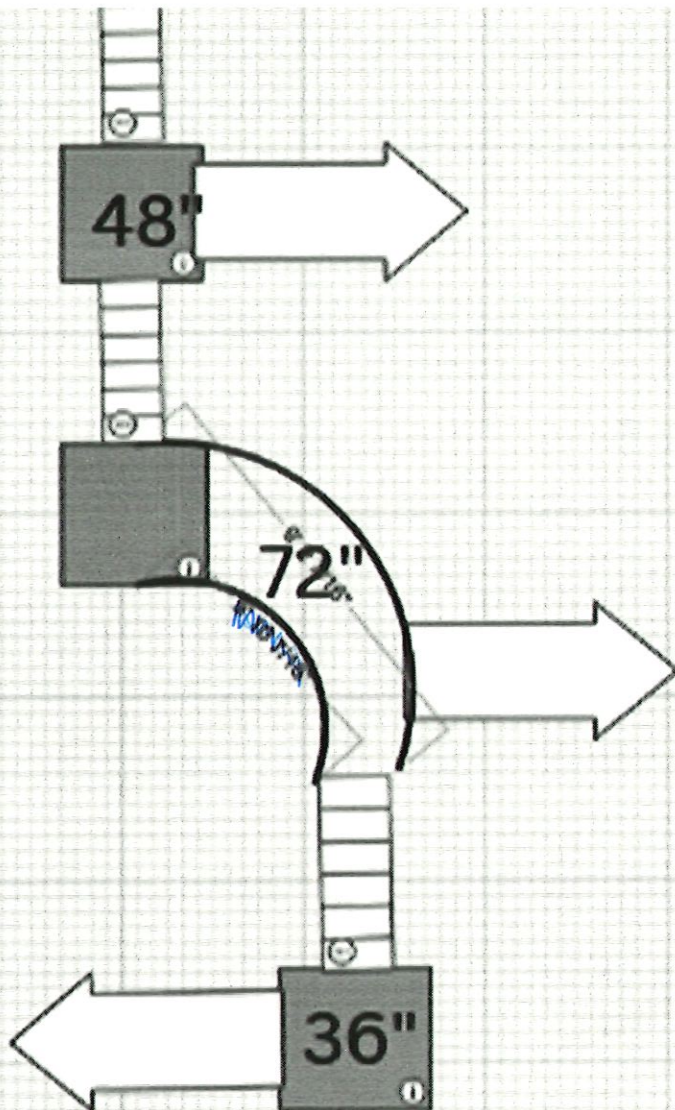


The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

Current equipment estimates

Levine

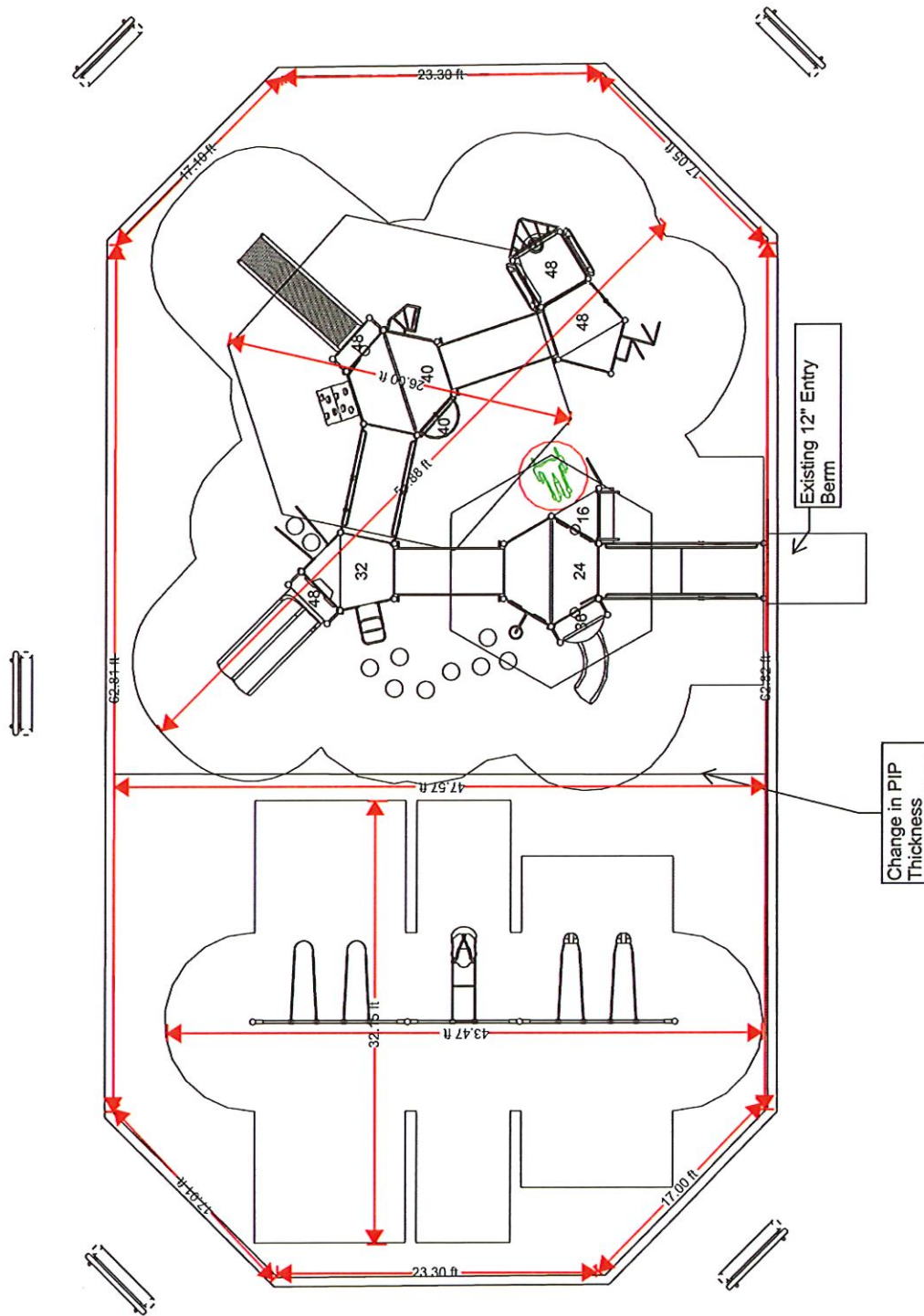
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AGE GROUP

1. THE AMERICANS WITH DISABILITIES ACT (ADA) MAY REQUIRE THAT YOU MAKE YOUR PARK AND/OR DISSEMINATING ACCESSIBLE.

1. THE AMERICANS WITH DISABILITIES ACT (ADA) MAY REQUIRE THE USE OF A SPECIALIZED VEHICLE OR EQUIPMENT TO ACCESSIBLE TO ALL PERSONS. CONSULT YOUR LOCAL COMMUNITY DEVELOPMENT DEPARTMENT FOR MORE INFORMATION TO DETERMINE IF THE ADA APPLIES TO YOUR PROJECT.
2. THE AMERICANS WITH DISABILITIES ACT (ADA) MAY REQUIRE ACCESSIBLE SURFINGWAYS MUST BE UTILIZED IN ALL PUBLIC AREAS.
3. IF A PARTICULAR ACCESSIBLE DESIGNATION IS NOT MET, THE PROPOSED ACCESS BOARD REGULATION IN REGARDS TO THE APPROPRIATE NUMBER OF GROUND LEVEL EVENTS THE PROPOSED DESIGNATION WILL BE CONSIDERED WHEN CONSIDERING DESIGNATION.
4. ALL DECK HEIGHTS ARE REQUIRED FROM 2' TO 4' FROM GROUND LEVEL.
5. FALL ARRESTING GROUND COVER IS REQUIRED UNDER AND AROUND ALL PLAY EQUIPMENT.
6. THE AMERICAN SOCIETY OF PLAY DESIGNERS (ASPD) RECOMMENDS A MINIMUM OF 12" OF FALL ARRESTING GROUND COVER. THE ASPD RECOMMENDS THE PLAYSTRUCTURE BE SHOWN IN THIS ZONE TO BE SUBJECT OF THE THIRDS OR COLLISION BARRIER (I.E. ROOTS ROCK BORDER).
7. ALL POST LENGTHS ARE IDENTIFIED BY TEXT SHOWING THE POST LENGTHS (I.E. REPRESENTS A INCH POST).
8. SUPERVISION IS REQUIRED.



FAX: 417-354-2273

PLAYGROUND LAYOUT COMPLIANCE:

- ☒ ASTM F1487 - PLAYGROUND EQUIPMENT FOR PUBLIC USE
☒ CPSC HANDBOOK FOR PUBLIC PLAYGROUND SAFETY

☒ THIS PLAYGROUND DESIGN MEETS THE FINAL ACCESS BOARD REGULATION.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

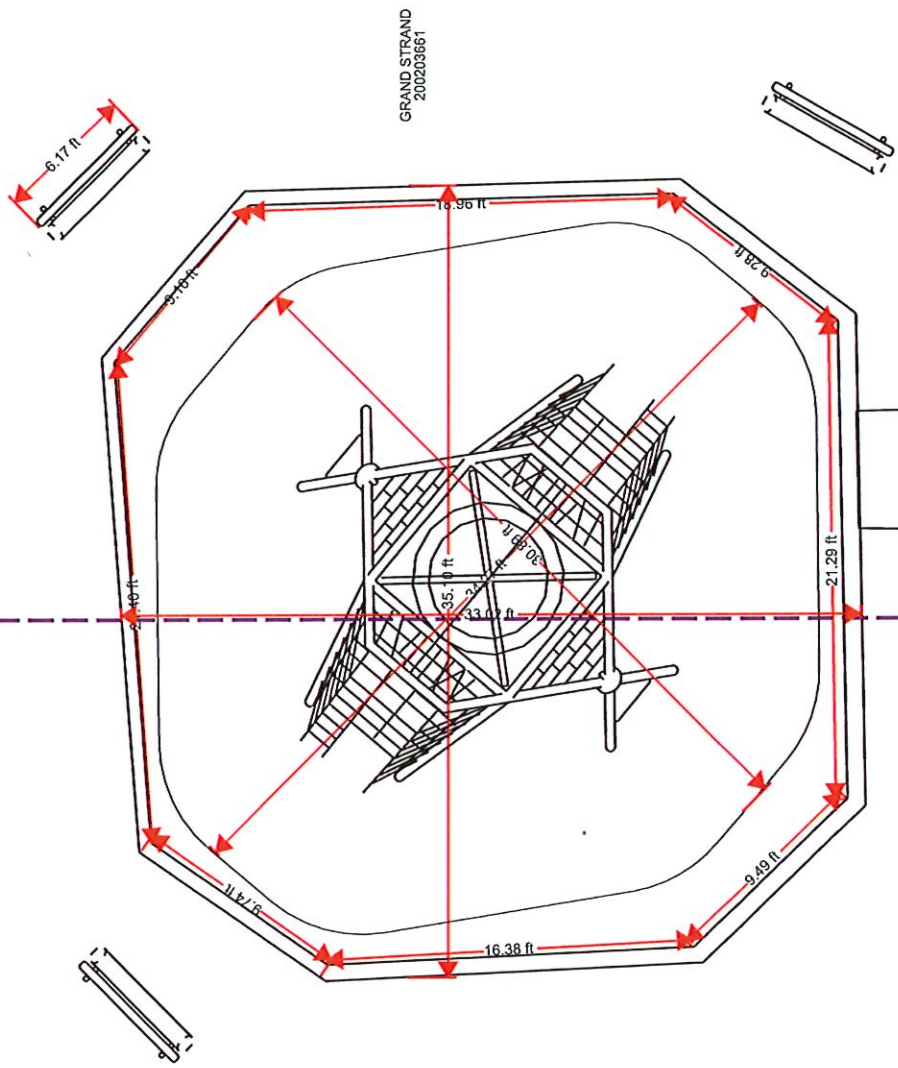


Levine



GENERAL NOTES

- AGE GROUP**
- ☐ 2-5YRS ☒ 5-12YRS ☐ 13YRS
1. THE AMERICANS WITH DISABILITIES ACT (ADA) MAY REQUIRE THAT YOU MAKE YOUR PARK AND/OR PLAYGROUND ACCESSIBLE TO ALL CHILDREN. FOR MORE INFORMATION, CONTACT YOUR LOCAL COUNCIL TO DETERMINE IF THE ADA APPLIES TO YOU.
 2. FOR PLAYGROUND EQUIPMENT TO BE CONSIDERED ACCESSIBLE, ACCESSIBLE SURFACING MUST BE UTILIZED IN APPLICABLE AREAS.
 3. ALTHOUGH A PARTICULAR PLAYGROUND DESIGN MAY NOT MEET THE PROPOSED ACCESSIBILITY REQUIREMENTS, IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN THE NECESSARY INFORMATION TO DETERMINE IF THE ACTUAL PLAYGROUND MAY BE IN COMPLIANCE WHEN CONSIDERING EXISTING PLAY COMPONENTS.
 4. ALL HEIGHTS ARE MEASURED FROM TOP OF GROUND COVER.
 5. FALL ABSORBING GROUND COVER IS REQUIRED UNDER AND AROUND ALL PLAY EQUIPMENT.
 6. THE MINIMUM RECOMMENDED FALL ZONE AROUND THE ENTIRE PLAYSTRUCTURE IS SHOWN. THIS ZONE IS TO BE FREE OF ALL MATERIAL (E.G., TREES, FENCES, ETC.) THAT COULD INHIBIT A CHILD'S FALL.
 7. ALL PORT LENGTHS ARE IDENTIFIED BY TEXT SHOWING THE PORT NUMBER AND LENGTH. PORTS ARE TO BE IDENTIFIED BY NUMBER AND LENGTH. NOT ALL EQUIPMENT MAY BE APPROPRIATE FOR ALL CHILDREN. SUPERVISION IS REQUIRED.



GRAND STRAND
200203861

PROJECT:
ProjectDescription
HOUSTON, TX
LTCPS REP:
Patrick Stallings
ALL PLAY, INC
Enter Phone No.

GROUND SPACE: 102' x 118'-6"
PROTECTIVE AREA: 80'-5" x 103'

DRAWN BY: Patrick Stallings
DATE: 04/15/2026
PROJECT: 26005838

LTCPS - FARMINGTON
878 EAST HIGHWAY 60
MONETT MO 65708
VOICE: 1-800-325-8828
FAX: 417-354-2273

PLAYGROUND LAYOUT COMPLIANCE:

- ☒ ASTM F1487 - PLAYGROUND EQUIPMENT FOR PUBLIC USE
☒ CPSC HANDBOOK FOR PUBLIC PLAYGROUND SAFETY

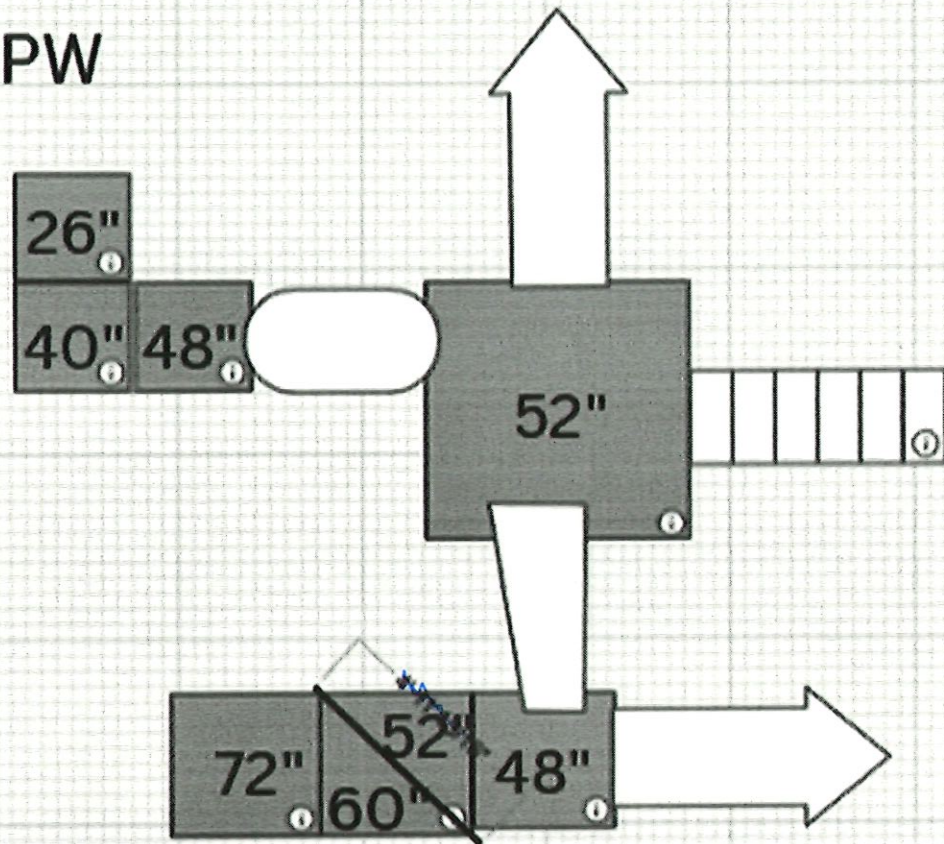
☒ THIS PLAYGROUND DESIGN MEETS THE FINAL ACCESS BOARD REGULATION.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEDVA CERTIFIED. THE USE AND LAYOUT OF THE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

Current equipment estimates

B&PW



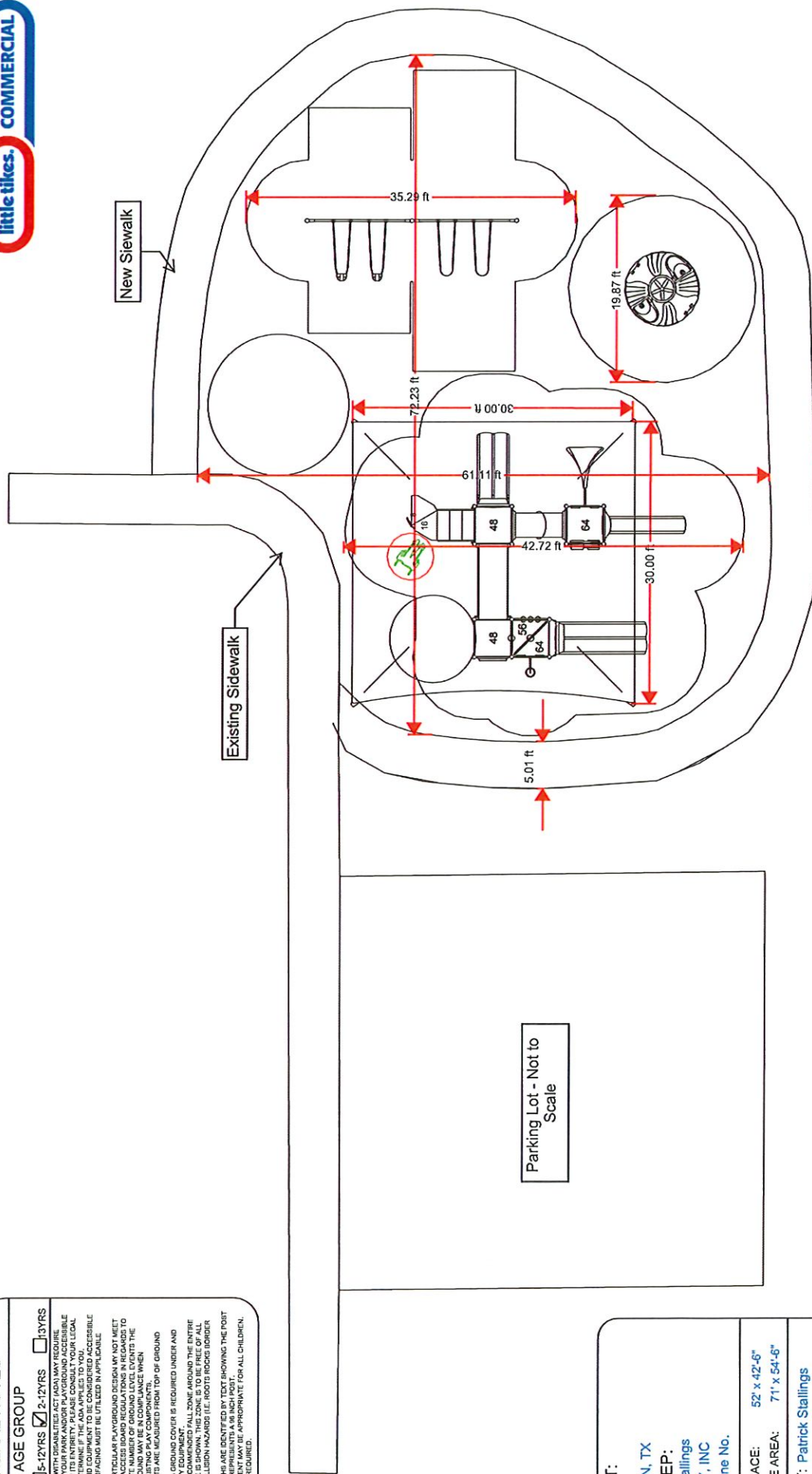
Not to Scale

GENERAL NOTES

AGE GROUP

☒ 2-5YRS ☒ 5-12YRS ☒ 2-12YRS ☐ 13YRS

- [illegible]



Parking Lot - Not to Scale

PROJECT:

HOUSTON, TX
LTCPS REP:
Patrick Stallings
ALL PLAY, INC
Enter Phone No.

GROUND SPACE:	52' x 42'-6"
PROTECTIVE AREA:	71' x 54'-6"

DRAWN BY: Patrick Stallings
DATE: 03/30/2026
PROJECT: 26005292

LTCPS - FARMINGTON
878 EAST HIGHWAY 60
MONETT MO 65708
VOICE: 1-800-325-8828
FAX: 417-354-2273

PLAYGROUND LAYOUT COMPLIANCE:

- ☒ ASTM F1487 - PLAYGROUND EQUIPMENT FOR PUBLIC USE
☒ CPSC HANDBOOK FOR PUBLIC PLAYGROUND SAFETY

☒ THIS PLAYGROUND DESIGN MEETS THE FINAL ACCESS BOARD REGULATION.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

updated 4/23/26 to serve as exhibit to PSA

Proposal All Play, Inc. 13903 Van Wall Houston, Texas 77040-5445 Phone: (713) 939-9888 * Fax: (713) 939-0304 1-800-842-9888
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PROPOSAL SUBMITTED TO:		PHONE: 979-627-6115	DATE:
City of Sealy		FAX:	4/23/2026
STREET:		JOB NAME:	
415 Main Street		B & PW Park / Levine Park	
CITY, STATE AND ZIP CODE:		JOB LOCATION/SHIP TO:	
Sealy, TX 77474		1008 Main Street, Sealy, TX 77474 / 415 Main Street, Sealy, TX 77474	
SALES PERSON	JOB CONTACT:	E-MAIL	JOB PHONE
Patrick Stallings - (281) 299-9450	Brooke Kaiser	bkaiser@ci.sealy.tx.us	979-627-6115 - Brooke

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
B&PW Park			
1	Little Tikes Commerical Playground Equipment in Drawing "B&PW 2026"	\$ 91,881.00	\$ 91,881.00
1	Approx. 3500 SF or Artificial Playground Turf - Includes:	\$ 77,000.00	\$ 77,000.00
	Playground Padding for 6'-8' CFH		
	Crushed Stone Base		
	Sand Infill		
	Installation		
1	Approx. 215 LF of 5' Concrete Sidewalk	\$ 22,000.00	\$ 22,000.00
Levine Park			
1	Little Tikes Commerical Playground Equipment in Drawing "Levine 2026"	\$ 180,292.00	\$ 180,292.00
	Includes: (10) 6' Inground Benches		
1	Approx. 3850 SF of Poured-in-Place Rubber Safety Surfacing System	\$ 88,797.00	\$ 88,797.00
	2160 SF @ 2" Thick		
	1960 @ 3.75" Thick		
	Crushed Stone Base		
	50% Standard Color / 50% Black		
	Aromatic Binder		
1	Payment and Performance Bonds	\$ 17,965.00	\$ 17,965.00
B&PW Park			
1	Installation of the new playground equipment in Drawing "B&PW 2026"	\$ 27,159.00	\$ 27,159.00
Levine Park			
1	Installation/General Construction of the new playground equipment in darwing "Levine 2026"	\$ 81,556.00	\$ 81,556.00
Pricing better than BuyBoard Contract #781-25			
1	Fall Surfacing Surcharge: Surcharge is based on current market pricing and price may be increased based on market conditions at time of installation	\$0.00	\$0.00
Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.		SUB TOTAL	\$ 586,650.00
CAUTION: Never install playground equipment over a hard surface such as asphalt or concrete. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Product Safety Commission recommendations for surfaces under playgrounds. The ESTIMATED installation date for this equipment is _____ days from the date this fully executed proposal is received by All Play with applicable monies due.		S&H (Freight)	\$ 11,950.00
		ERF	\$ 240.00
		TAX	Exempt
		TOTAL	\$ 598,840.00

\$198,257

We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of Five Hundred Ninety Eight Thousand Eight Hundred Fourty Dollars \$ 598,840.00

Payment Terms:

\$ 396,226.50 Prepaid with order

\$ 202,613.50 Balance Due Upon Completion

Authorized Signature: Patrick Stallings

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above. I Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.

Date of Acceptance: _____

Title _____