REQUEST FOR PROPOSAL

6252

PLAY EQUIPMENT DESIGN, SUPPLY, & INSTALL

County Farm Park 2230 Platt Rd. Ann Arbor, MI 48104

(Project Number 04WSHO2)

Prepared by:

Washtenaw County Purchasing Administration Building P.O. Box 8645 220 N. Main B-35 Ann Arbor, MI 48107

Robert G. Devault, C.P.M. Purchasing Manager Phone: (734) 222-6760

And

The Johnson Hill • Land Ethics Studio 516 E. Washington Street Ann Arbor, Michigan 48104





WASHTENAW COUNTY FINANCE DEPARTMENT

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645 Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #6252

December 18, 2005

Washtenaw County invites proposals to design, supply and install a play system, supply and install other play equipment, and supply and install rubber safety surfacing including aggregate base and filter fabric, for one Playground at County Farm Park, 2230 Platt Rd, Ann Arbor, MI 48104. The play system shall be designed for children 5-12 years of age. Specifications are attached.

Sealed Proposals: Contractor will deliver five copies (5), the original and four (4) copies, to the following address:

Washtenaw County Purchasing Division 220 N. Main St. Room B-35 P.O. Box 8645 Ann Arbor, MI 48107

By 2:00 p.m. on Wednesday, January 4, 2006

The bid opening will be held in the Purchasing Department conference Room, B-19 of the Administration Building. Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Please use the attached self-addressed label or the envelope should be clearly marked "SEALED RFP # 6252
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault at 734-222-6760 or <u>devaultb@ewashtenaw.org</u>.
- Please direct technical project questions regarding this RFP to Jessica Kenzie, ASLA, The Johnson Hill Land Ethics Studio, at 734-668-7416 or <u>jkenzie@jhle-studio.com</u>.

Plans and specifications may be secured on or after **9:00 a.m.**, **Monday**, **December 19**, **2005** from the Washtenaw County Purchasing Division, address as above. A maximum of two (2) sets may be picked up. Arrangements for obtaining bidding documents by mail may be directed to Washtenaw County Purchasing Division at (734) 222-6760. Arrangements for obtaining digital copies of the base plan should be directed to Jessica Kenzie.

Examination of plans and specifications may be made at the Office of the Landscape Architect, The Johnson Hill Land Ethics Studio, Ann Arbor, MI; Washtenaw County Parks and Recreation Commission, Ann Arbor, MI; and the Washtenaw County Purchasing Division, Administration Building, Ann Arbor, MI. Project plans and specifications may also be viewed **online** at the County Purchasing Department website <u>http://purchasing.ewashtenaw.org</u>. CD's will also be available for pick up from the Purchasing Division Office, address as above.

Thank you for your interest.

Robert Devault, CPM Purchasing Manager

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OVERVIEW:

The County Farm Park Playground is a new playground and children's and accessible garden located in County Farm Park in Washtenaw County, Michigan. Construction is expected to begin in Spring 2006 on overall improvements that include play equipment, safety surfacing, windmill, water tanks, sheds, pergola, raised planting beds, bench, and related site work. This bid package includes the design, supply and installation of a play system, and the supply and installation of the spring pods, playnet climber, and the rubber safety surfacing portion of the project. The general playground and garden area improvements will be bid as a separate package in February 2006.

As the park name would imply, County Farm Park was at one time a large working farm. Project Grow continues to provide small garden plots immediately adjacent to the playground site. As such, play equipment suppliers should be cognizant of these facts in the design of their play systems – "farm" themes are encouraged but not required.

Installation of play equipment must be completed by June 30, 2006 and installation of rubber safety surfacing must be completed by July 15, 2006.

GENERAL:

The Washtenaw County Parks and Recreation Department is soliciting bids to design, supply, and install a play system, to supply and install other play equipment, and to provide and install a rubber safety surfacing for the County Farm Park Playground, as specified herein.

Bidders are permitted to submit up to two (2) proposals for the play system. Separate bid forms must accompany each proposal.

Washtenaw County is tax exempt. Do not include taxes in your bid.

COPIES OF BID:

The contractor will be required to furnish the original bid plus four (4) copies.

LICENSES AND PERMITS:

Any licenses or permits that may be required to provide and/or install any equipment anticipated by this request for bids shall be outlined by, maintained by and at the expense of the service provider. Evidence of any required licenses or permits shall be provided to the Owner upon request. Any fines or penalties levied by any governmental entity for conduct by the service provider, in connection with the work contemplated by this request for bids shall be paid for by the service provider. The contractor shall procure all permits necessary for the work outlined and all work associated therein per Washtenaw County requirements. All permits and applications will be submitted to the Washtenaw County Building Department in accordance with the County Building Codes. All applicable inspections and requirements will be adhered to. Permits and related costs are the responsibility of the contractor. Information concerning forms and fees may be examined at the Washtenaw County building website http://buildinginspection.ewashtenaw.org.

PROJECT BUDGET:

The proposed play system should maximize and diversify the play activities at a cost not to exceed **\$50,000.00**, including complete supply and installation of all elements, safety signs, fees, and permits. Separate funds are available for the playnet climber, spring pods, and rubber surfacing.

The rubber surfacing, aggregate base, and filter fabric are to be bid on a square foot basis as indicated in the bid proposal.

SCOPE OF WORK:

The Washtenaw County Parks and Recreation Commission is seeking a qualified company to supply playground equipment to County Farm Park Playground and provide certified installation services of the equipment in accordance with manufacturers' specifications and ADA ACCESSIBILITY STANDARDS, CPSC GUIDELINES, IPEMA CERTIFICATION, and ASTM SAFETY SPECIFICATIONS.

Proposals shall include products available, materials, warranties and guarantees. Certifications and affiliations of proposer, manufacturers represented by proposer, installers, inspectors and auditors should be provided with the proposal.

The installation shall be performed by a contractor who is experienced in installing/supervising public playground equipment. The contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, tools and materials to safely accomplish the work specified to be performed by the contractor and subcontractor(s). The contractor shall have a supervisor certified by the National Playground Safety Institute (NPSI) on site at all times during equipment installation. Installation shall meet or exceed the manufacturers' recommendations, the CPSC and ASTM 1487 and 1292, as reissued or amended, and comply with the ADA.

Scope of work includes supply and installation of a new play system, other play equipment, and rubber surfacing with 4" 23AA aggregate base with a layer of filter fabric.

The installation of all other improvements, including sub-grade site preparation, concrete edge restraint, installation of 4" PVC perforated pipe, underground utilities, other specified

play surfacing, and all other play and garden area improvements will be completed by others. The proposer shall coordinate his work with the Owner and playground improvements project General Contractor (T.B.D.) with regards to timing of playground equipment installation and site preparation.

Subsequent to installation, the proposer shall provide trouble-shooting, adjustments, repairs, and other services as needed.

All playground equipment provided shall be new and of the latest manufacturers design. The successful proposer shall provide sales people to perform consultation. The costs proposed shall include delivery.

PROPOSAL:

Submit with each play equipment configuration proposal:

- Cost quotation on the completed bid form provided with an attached line breakdown of products.
- Scaled layout plan with dimensions for each configuration including protective area or fall zone in the context of the site plan provided.
- Detail(s) of footings for deck supports.
- Three dimensional color perspective for each configuration.
- Detailed specifications with model numbers, brand names with descriptive literature, dimensions of equipment, color choices and color pictures of proposed equipment.
- Complete installation instructions shall be provided with bid, including step-by-step instructions for each component and detailed assembly drawings and instructions.
- Any additional information that would help in understanding the proposal.

GENERAL SPECIFICATIONS:

- Upright posts and structural steel beams for play systems shall be either round metal (no less than 5" o.d.), or 11 gauge galvanized steel pipes and comply with ASTM-A-500. All post tops shall have caps that are permanently affixed to prevent entry of insects, water and debris. All posts, beams, tops, and pipes shall be powder coated (color by Owner), UV stabilized and free of excess weld splatter. Warranty information should be provided on this unit to assist in the selection process.
- All hardware fasteners and connectors shall be vandal resistant and stainless steel.

- All deck platforms shall be poly-vinyl chloride coated, oven cured, and include a slip resistant surfacing.
- All recycled plastic components shall be fabricated primarily from post consumer waste materials. All plastic components shall be UV stabilized.
- All components shall allow for concrete footings to be covered by a minimum of 12" of compacted safety surfacing.
- The play system shall include the following *minimum* play activities. Additional activities may be added within the prescribed project budget.
 - (1) Transfer Station (2) Slides (type, dauble, single or spiral)
 - (2) Slides (tube, double, single or spiral)
 - (1) Crawl tube
 - (4) Climbers
 - (2) Play/hands-on panels
 - (1) Hand over hand ladder and/or zip line
 - (5) Decks
 - (1) Bridge
 - (1) Bouncing or multi-rider
 - (1) Sound Activity
- The play system shall have a minimum of one (1) overhead canopy or roof platform.
- Play system, including required safety fall zone, shall fit within the space available. See layout drawing.
- A safety sign shall be supplied and installed for the play system describing the designed age group and other notes per manufacturer's specifications. The Contractor shall have the Owner approve the text, shape, size, color and location of the signs prior to fabrication and installation.
- All shipping costs shall be included. Packaging of the materials for shipping must provide secure protection of all components to prevent damage from occurring while in transit. Packages showing visual damage from transit will be rejected.
- Final color selection by Owner.
- Use of site, including storage or stockpile of material, operations, safety fencing, and access, to be coordinated with Owner and playground improvements project General Contractor (T.B.D.).

BID FORM:

The successful contractor declares that they are familiar with the proposed equipment and agrees that they will contract with the Owner, at and for the following figures, all equipment, including everything necessary to completely construct all playground equipment and safety surfacing in accordance with specifications listed above and herein.

I/we hereby propose to supply and install playground equipment and safety surfacing for County Farm Park Playground as defined in the specifications, drawings and modified by addenda, for a total sum of:

		Dollars
	(Words)	
(b	Ň	
(\$).	

(Numbers)

The total proposal amount shall be shown in both words and figures. In case of a discrepancy, the amount in words shall govern.

Item Description	Quantity	Unit Price	Item Total
1. Supply and Install Play System	1 EA	\$	\$(\$50,000 Limit)
2. Large Playnet Climber or Equal	1 EA	\$	\$
3. Spring Pods or Equal	10 EA	\$	\$
 Rubber Safety Surface Including 4" - 23AA Aggregate Base and Filter Fabric 	4,200 SF	\$	\$
TOTAL			\$

The undersigned agrees that if the bid is accepted by Washtenaw County within <u>60 days</u> of the bid opening, a binding contract will be in effect for the delivery of the goods in accordance with the bid.

AWARD:

The Award will be to the most responsive and most responsible bidder. Owner reserves right to consider previous **experience**, **customer service and product performance (quality, past maintenance issues) best play system design, play value**, "farm" character, product specifications, adherence to listed specifications, delivery and installation times, warrantees and adhering to project budget in making the contract award which is deemed to be in the best interest of the County

Product drawings (including play system layout plan), manufacturer product model numbers, and item specifications must be submitted for evaluation. Failure to provide all of these documents with this bid may result in rejection of said bid.

The County reserves the right to reject any or all proposals, to waive or not waive informalities or irregularities in proposal submittal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the County to be in the best interests of the County even though not the lowest priced. If a proposal is selected, it will be the most advantageous regarding price, product quality and serviceability, installer's qualifications and experience, product references, installer commitment and adherence to project schedule, and other factors that the County may consider.

The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

ERRORS/OMISSIONS/DISCREPANCIES:

Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of **Jessica Kenzie at (734) 668-7416** as soon after the discovery as possible. Furthermore, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions, or discrepancies in the specifications. The need for addenda changes is not anticipated.

WARRANTY:

The playground equipment for County Farm Park Playground shall be fully guaranteed against defects in materials, workmanship and labor to replace defective parts for a period of

years. (Attach copy of warranty)

(Insert)

TERMINATION:

The Owner reserves the right to terminate any award to the bidder for cause, without any liability, upon 10 days notice.

NON-COLLUSION:

This proposal is made without connection with any person, firm or corporation making a proposal for the same work and is in all respects fair and without collusion or fraud.

AGREEMENT FORM

The successful bidder will be required to execute a standard Washtenaw County Services Agreement with the Owner. A copy of the agreement form accompanies this document.

PREVAILING WAGE REQUIREMENTS:

Refer to Services Agreement in Appendix.

INDEMNIFICATION:

The successful bidder agrees to defend, indemnify and hold harmless the Owner, its employees and agents from all claims and lawsuits arising out of its performance of this contract. See Services Agreement that accompanies this document.

CERTIFICATION:

We hereby certify that unless otherwise stated, the "Playground Equipment for County Farm Park Playground" in this bid is all new equipment in unused and undamaged condition, and will meet or exceed our specifications in every respect.

Authorized Representative's Signature

Printed Name

OTHER TERMS:

CONTRACTOR AGREES THAT PLAY EQUIPMENT INSTALLATION WILL BE COMPLETED BY JUNE 30, 2006 AND THAT RUBBER SAFETY SURFACING INSTALLATION WILL BE COMPLETED BY JULY 15, 2006. PLEASE STATE ANY AND ALL EXCEPTIONS TO THESE DATES:

RETURN BID TO:	Washtenaw County Purchasing Division 220 N. Main St. P.O. Box 8645 Ann Arbor, MI 48107		
		Company	's Representatives
COMPANY		Signature	
ADDRESS		Printed	
CITY STAT	TE ZIP	Date	Title
		Phone Nun	nber
		Fax Number	er

Federal I.D. Number

SECTION 02511

RUBBER SURFACING

Part 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Cushioned seamless flooring

1.02 DEFINITIONS

- A. Subgrade: The soil surface on which the play surfacing is placed.
- B. Finished Grades: The required final grade elevations of the play surfacing indicated on the Drawings.
- C. Acceptance: Wherever the terms "acceptance" or "accepted" are used herein, they mean acceptance of Landscape Architect in writing.
- 1.03 SUBMITTALS
 - A. Product Data and Specifications: Cushioned seamless flooring system
 - B. Samples:
 - 1. 6"x6" Cushioned seamless flooring
 - C. Manufacturer's Instructions: 3 copies minimum
 - D. Manufacturer's Color Chart: 1 copy minimum
 - E. List of five completed projects
- 1.04 QUALITY ASSURANCE
 - A. Material Certification:
 - 0. Contractor shall provide copies of gradation tests, performed by the material producer, for all material delivered to the project site.
 - B. Special Requirements:
 - 1. Contractor must install the cushioned seamless flooring exactly according to manufacturer's installation instructions.
 - 2. A certificate of insurance must be provided by the Contractor which shall provide coverage for products liability with the limit of liability not less than \$1,000,000.

3. The Contractor shall provide a written five (5) year Limited Warranty (performance) from date of acceptance. The Contractor also shall provide a three (3) year Limited Warranty (biological degradation) from date of acceptance.

Part 2 PRODUCTS

2.01 MATERIALS

- A. Cushioned Seamless Flooring
 - Cushioned seamless flooring shall be "Surepour Poured in Place Surface", manufactured by Sureplay International, Ltd. and available from Play Environments, Inc., 563 College Avenue, Holland, MI 49423 or equal. Submit product information including color chart to Landscape Architect for approval of equal and color selection.
 - 2. SBR Base shall be recycled SBR rubber with an average 3/8" shred, containing less than 4% dust.
 - 3. EPDM Wear Course shall be a virgin rubber with a minimum of 25% EPDM with an average size of 1-3mm. Refer to Plans and Sureplay color chart for color selection.
 - i. Primer shall be a one component polyurethane.
 - ii. Aliphatic binder shall be used in place of the standard binder.

Part 3 EXECUTION

3.01 EXAMINATION

- A. Verification of Subgrade: Review subgrade to verify that it has been graded to the correct grades as required for correct installation of the play surfacing.
- B. Verification of Conditions: Examine site and verify that conditions are suitable to receive work and that no defects or errors are present which would cause defective installation of products or cause latent defects in workmanship and function. Inspect stone substrate and ensure than weather conditions are a minimum of 34°F before installing cushioned seamless flooring.
- C. Unsuitable conditions: Before proceeding with work, notify Owner and Landscape Architect in writing of all unsuitable conditions and conflicts.

3.02 PREPARATION

- A. Protection of Existing Conditions:
 - 1. General: Use every possible precaution to prevent damage to existing conditions to remain such as structures, utilities, irrigation systems, plant materials and paving on or adjacent to the site of the work.
 - 2. Barriers: Provide barricades, fences or other barriers as necessary to protect existing conditions to remain from damage during construction.

- 3. Operations: Do not store materials or equipment, permit burning, or operate or park equipment under the branches of existing plants to remain.
- 4. Notification of Damages: Submit written notification of all conditions damaged during construction to the Owner and Landscape Architect immediately.
- B. Base and Subgrade Preparation:
 - 1. General: Grade subgrade with uniform slope between points where elevations are given.
 - 2. Equipment: Use equipment of proper size and appropriate type to achieve grades required.
 - 3. Subgrade Tolerance: Grade subgrade to within .05 foot of finish grade minus play surfacing thickness.
 - 4. Depressions and Loose Material: Fill and compact any depressions, and remove all loose material to finish true to line and grade, presenting a smooth, compacted, and unyielding surface.
 - 5. Install filter fabric and 4" layer of 23AA aggregate subbase as shown in detail drawing.
 - 6. Compaction: Compact subgrade to a minimum 95 percent relative compaction as determined by ASTM D 1557-91.
 - 7. Cleaning of Subgrade: Remove all debris, loose dirt and other extraneous materials before installing play surfacing.

3.03 ECO 550 SOIL STABILIZER SOLUTION APPLICATION

- A. Mix Application:
 - 1. Evenly apply mixed soil stabilizer solution to aggregate with a sprayer so that no dry spots occur throughout depth of base material.
 - 2. Rototill aggregate between applications as required to ensure soil stabilizer solution is well mixed throughout base material.
 - 3. Make 3 or more passes with rototiller.
 - 4. Approximately 7 gallons of mixed solution should cover 12 to 20 square feet of area to a 4 inches depth.
- B. Grading of Aggregate Surface: Grade aggregate surface to elevation shown on Drawings, making allowances for settlement and compaction.
- C. Compaction:
 - 1. Compact the treated area with vibratory roller to a minimum of 96 percent of maximum density as determined by ASTM D 1557-91.
 - 2. At the start of compaction, the percentage of moisture in the treated aggregate shall be such that the aggregate will stick together if formed into a ball, with no visible liquid present.
 - 3. Prior to compaction, the mixture shall be in a loose condition for its full depth.
 - 4. Compact loose mixture uniformly to the specified density.
 - 5. Compact in such a manner as to produce, in not longer than 6 hours, a smooth, dense surface free of compaction planes, cracks, ridges, or loose material.

- D. Construction Joints:
 - 1. At completion of each day's construction, form a straight transverse construction joint by cutting back into the treated area to form a true vertical face.
 - 2. Inspect aggregate material at joint to ensure it has been adequately mixed with stabilizer solution.
- E. Curing:
 - 1. Allow the treated area to cure for 96 hours.
 - 2. During curing time, protect the treated area from water and pedestrian/vehicular traffic.
- F. Clean Up: Clean equipment by flushing with water.

3.04 PRODUCT TESTING

A. See manufacturer installation instructions section 1.06 Testing for tests to be performed. Submit test results to Landscape Architect for approval prior to installing cushioned seamless flooring.

B. Attenuation test results shall be provided to the Landscape Architect with the submittal and after installation. These test results shall be certified and submitted on the letterhead of the approved independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria "H.I.C.").

C. For the field tests, the impact site must be performed on the "worst case scenario" area locations and as described in sections 16-19 of ASTM F 1292-04 and from the drop heights specified and required by the equipment being installed. The final installed surface shall be field tested to ASTM F1292-04, 10-35 days following the installation.

3.05 CUSHIONED SEAMLESS FLOORING INSTALLATION

- A. SBR Base:
 - 1. Based is mixed with aliphatic binder and consistently spread to specified thickness (per ASTM F 1487).
- B. Primer:
 - 1. Primer is applied with a short nap roller at a rate of 300 SF per gallon.
- C. EPDM Wear Course
 - 1. Wear course is mixed with aliphatic binder then using a hand trowel it is evenly spread at a minimum thickness of ½". After the product is spread the steel trowel is lubricated for a compacted and smooth finish.

3.06 MAINTENANCE DURING CONSTRUCTION

- A. Condition: Maintain completed surface in a smooth, compacted condition, substantially true to line, grade and cross-section until accepted.
- B. Reshaping: Application of water may be required to facilitate reshaping compacted surface prior to acceptance.

3.07 PROTECTION

A. Stabilized Aggregate: Protect surface and edges from traffic by using barricades, fencing or other accepted methods.

Part 4 MEASUREMENT AND PAYMENT

4.01 PAY ITEMS

All items or types of work specified in this section will be measured and paid for in the units stipulated in the proposal.

4.02 INCLUSIONS

The unit price for this item shall include all labor, material and equipment costs associated with the installation of all aggregate subbase and filter fabric as specified in this Specification. Any work described in this section that is not explicitly called out in the proposal will be considered to be included as part of the cost items that are stipulated in the proposal.

END OF SECTION

APPENDICES

Specification

Part 1 General

1.01 Poured in Place Playground Surface

The *SUREPLAY SUREPOUR* playground system is a seamless, non-slip, non-flammable, wheelchair accessible safety surface.



1.02 Manufacturer

Sureplay International Rubber Surfacing, LLC 500 Hoiles Drive Kenilworth, NJ 07033 Phone: 1-888-272-7393 Fax: 908-241-7854 Email: <u>rpicerno@sureplayinternational.com</u> Web: www.sureplayinternational.com

1.03 Submittals

Shall consist of a color chart, MSDS sheets, minimum of a 6" x 6" sample, and a list of at least ten successful projects in the last year, five completed in the past three years, and five successfully completed over five years.

1.04 Description of system

The *Sureplay* Playground System consists of a two layers. The first, base course, being a recycled SBR (Styrene Butadiene Rubber) and polyurethane binder, and wearing course being a EPDM (Ethylene Propylene Diene Monomer) rubber and polyurethane binder.

1.05 Acceptable Sub Grades

Concrete, Asphalt, or Compacted Stone (with a minimum compaction rate of 95%). Please refer to *Sureplay's <u>Detail Cut sheet</u>* for further information.

1.06 Testing

Impact attenuation (ASTM F1292-04) HIC (ASTM F1292-04) Flammability (ASTM D2859) Dry skid Resistance (ASTM E303) Dry static coeffiction of friction (ASTM D2047) Wet skid resistance (ASTM E303) Wet static coeffiction of friction (ASTM D2047) Water permeability (ASTM D2047-82) Elongation (ASTM D624-86) Wheel chair mobility (ASTM F1951) All products have been tested and passed all of the above requirements.

Part 2 MATERIALS

2.01 SBR Base

The impact layer shall be recycled SBR rubber with an average 3/8" shred containing less then 4% dust, blended with *Sureplay* standard polyurethane binder.

2.02 EPDM Wear Course

Shall be a virgin rubber with a minimum of 25% EPDM and an average size of 1-4mm (strand, shaved or shredded rubber is not acceptable).

<u>Surepour Colors:</u>

Eggshell	Yellow	Teal
Beige	Orange	Blue
Brown	Terracotta	Purple
Gold	Green	Grey
Surepour (Blends:	

Aquarium (50% Blue & 50% Teal)

Cappuccino (40%Brown, 30% Eggshell, 30% Beige) Bubble Gum (34% Purple, 33% Pink, 33% Eggshell) Brick (60% Terracotta & 40% Brown) Mardi Gras (34% Purple, 33% Gold, 33% Green) Safari (20% Brown, 40% Beige, 40% Green) Ocean Breeze (50% Blue, 25% Eggshell, 25% Tan) Pride (33% Primary Red, 33% Blue, 34% Eggshell)



2.03 Primer One component *Sureplay* polyurethane.

2.04 Standard Binder

Sureplay moisture cured single component polyurethane containing no toluene diphenel isocyanate (TDI) with a minimum weight of 8.5 lbs. per gallon.

2.05 Aliphatic Binder

Sureplay aliphatic binder can be used in place of standard binder with the EPDM wear course. *Sureplay* strongly recommends the use of aliphatic binder for bright colors which contains a UV stabilizer and keeps colors vibrant over time.







PART 3 INSTALLATION

3.01 Inspection

Do not proceed with Surepour system until all site work, including playground equipment, sub-base preparation, and any other related work is complete and plans are verified.

3.02 Material Handling

Rubber materials shall be transported in bags stored above 34 degrees F and handled such as to protect from moisture.

3.03 SBR Base

Base is mixed with *Sureplay* standard binder and consistently spread to specified thickness. Please refer to *Sureplay's <u>Fall height Chart</u>* for further information.

3.04 Primer

Sureplay primer is applied with a short nap roller at a rate of 300 Sq. Ft. per gallon. The boarders, play equipment and abutting rubber should be primed with 2" paint brush.

3.05 EPDM Wear Course

Wear course is mixed with standard binder (or aliphatic) then using a hand trowel evenly spread at a minimum thickness of 1/2" (at high traffic areas such as under swings, slide exits, circular motion toys and all high traffic areas a min. of 5/8" is required). After the product is spread, the steel trowel is lubricated for a smooth and uniformed surface.

PART 4 PROTECTION AND CLOSE-OUT

4.01 Security

Surface shall be protected from foot traffic during installation as well as curing period upon completion.

4.02 Basic maintenance

For small debris use a soft brush broom or power washer (no more then 1,600 PSI). There is no need for snow removal considering Surepour is a completely porous surface. However, if an area needs to be cleared use a plastic shovel. In no circumstances should a melting agent be used, if so any warranty will be will voided. Melting agents, such as rock salt or calcium chloride will cause serious damage to the rubber surfacing. (Cracking, splitting, or degrading)

4.03 Technical

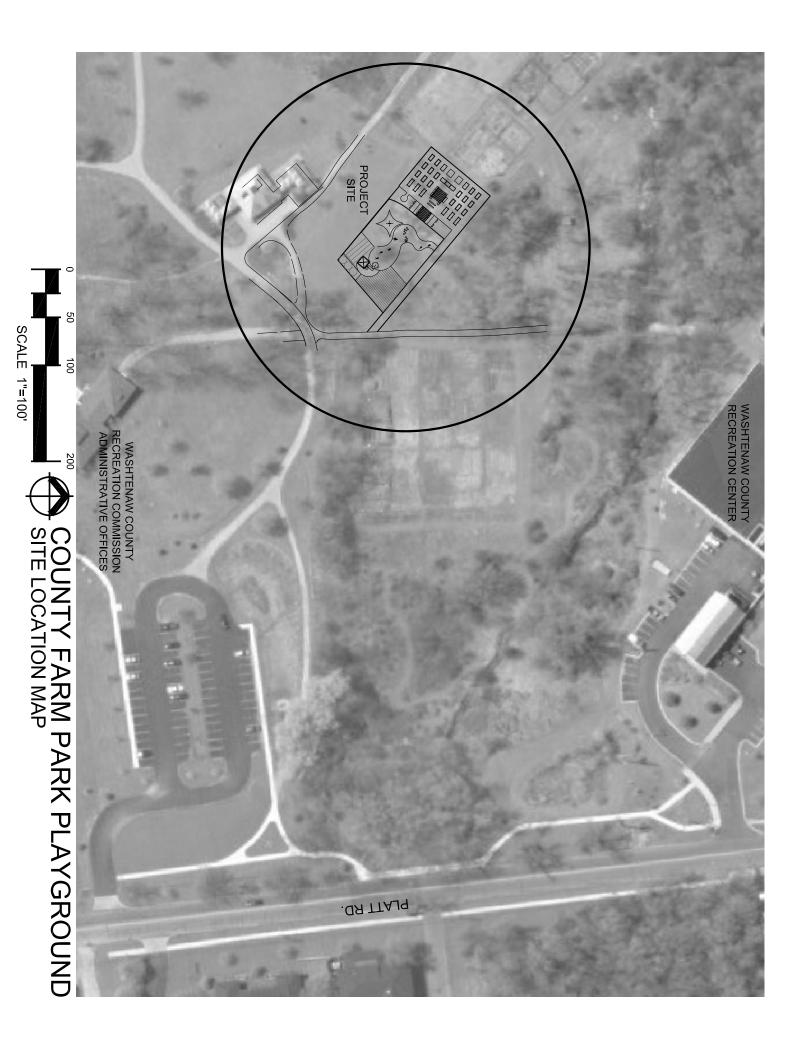
Sureplay International's Rubber Surfacing can provide service for a turn-key project. General contractors, architects, park and recreation directors, school construction authorities and child care center directors rely on our fully trained staff for assistance with every aspect of the project. Such as, Design, demolition, site grading, equipment installation, and surfacing.

4.04 Warranty

Sureplay offers a standard two year warranty and additional coverage may be purchased. (for specific information please ask to see a sample warranty)



Visit our website! www.sureplayinternational.com



SAMPLE ONLY

SERVICE CONTRACT (NAME OF CONTRACTOR)

AGREEMENT is made this _____ day of _____, 2005, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and *(NAME OF CONTRACTOR)* located at *(CONTRACTOR'S ADDRESS)* ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will (SPELL OUT SCOPE OF SERVICE)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed *(SPELL OUT DOLLAR AMOUNT)*.

ARTICLE III - REPORTING OF CONTRACTOR

<u>Section 1</u> - The Contractor is to report to Director and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

<u>Section 2</u> - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

<u>Section 3</u> - All reports made in connection with these services are subject to review and final approval by the County Administrator.

<u>Section 4</u> - The County may review and inspect the Contractor's activities during the term of this contract.

<u>Section 5</u> - When applicable, the Contractor will submit a final, written report to the County Administrator.

<u>Section 6</u> - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

<u> ARTICLE IV - TERM</u>

This contract begins on *(MONTH, DAY, YEAR*) and ends on *(MONTH, DAY, YEAR*).

ARTICLE V - PERSONNEL

<u>Section 1</u> - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

<u>Section 2</u> - The Contractor will not hire any County employee for any of the required services without the County's written approval.

<u>Section 3</u> - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

<u>Section 4</u> - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

- 1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- 2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
- 3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as

evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - PREVAILING WAGE RATES

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

<u>Section 1</u> - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

By:

ATTESTED TO:

WASHTENAW COUNTY

By:

Lawrence Kestenbaum (DATE) County Clerk/Register

Robert L. Tetens **Director**, Parks & Recreation

(DATE)

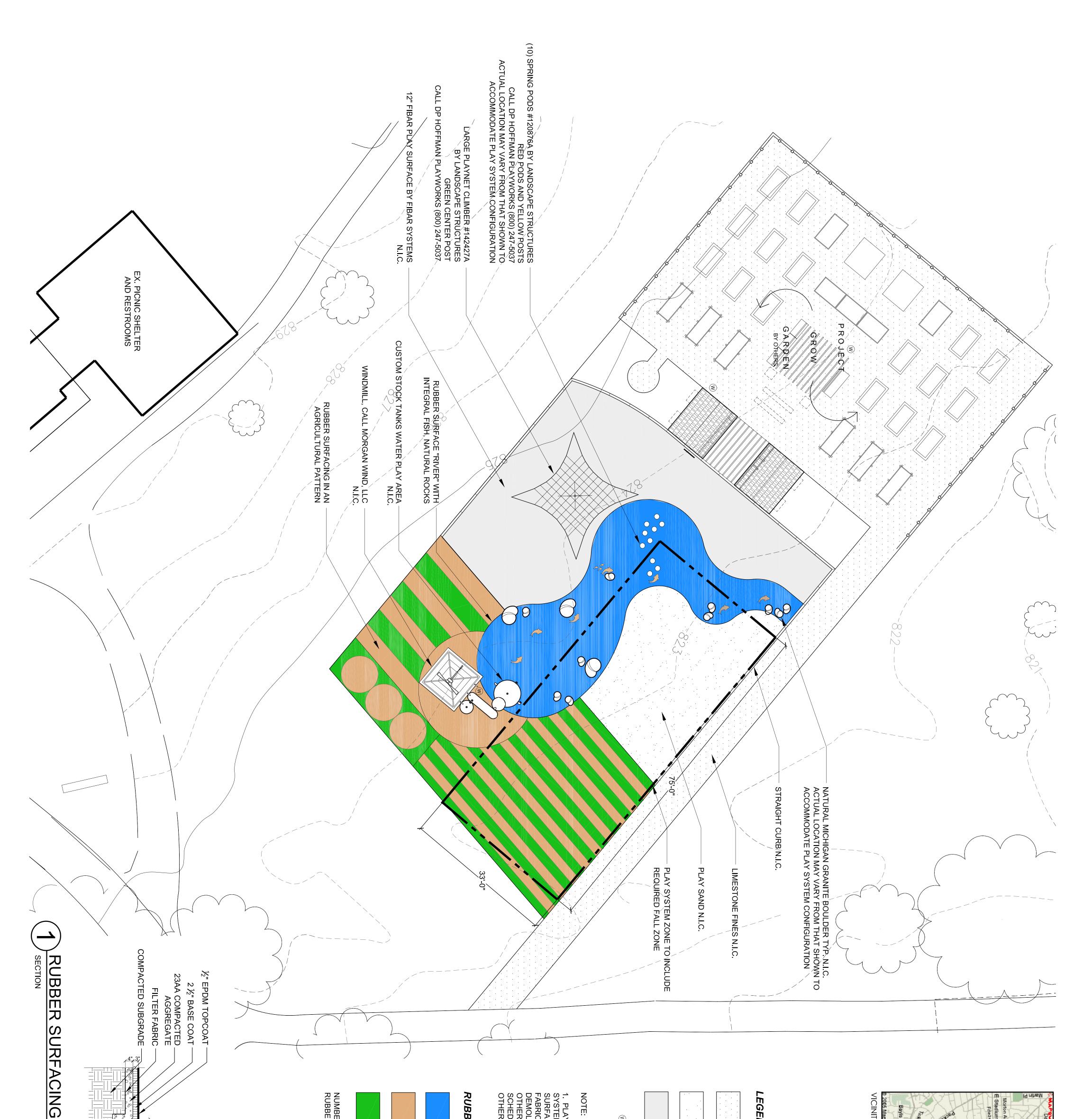
APPROVED AS TO FORM:

CONTRACTOR

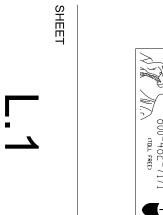
By:

Curtis N. Hedger (DATE) Office of Corporation Counsel

By: (CONTRACTOR'S NAME) (DATE)









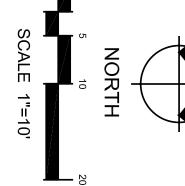
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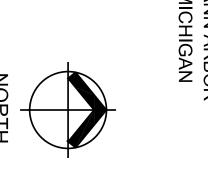
TITLE

JOB NO. 4WSHO2

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OWNER REVIEW	1.19.05
OWNER REVIEW	2.3.05
OWNER REVIEW	3.22.05
OWNER REVIEW	5.31.05
OWNER REVIEW	6.13.05
50% CD	7.11.05
100% CD	7.26.05
BID	8.09.05
OWNER REVIEW	11.30.05
OWNER REVIEW	12.07.05
BID	12.16.05

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	BID
07.05	OWNER REVIEW
30.05	OWNER REVIEW
9.05	BID
3.05	100% CD



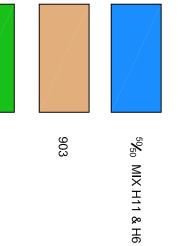


COUNTY FARM PARK PLAYGROUND



NOTE

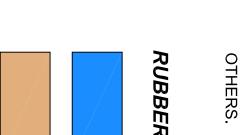
1. PLAY EQUIPMENT CONTRACTOR TO INSTALL PLAY SYSTEM, SPRING PODS, PLAYNET CLIMBER AND RUBBER SURFACING INCLUDING AGGREGATE BASE AND FILTER FABRIC. ALL OTHER IMPROVEMENTS INCLUDING DEMOLITION AND GRADING TO BE COMPLETED BY OTHERS. OWNER TO FACILITATE COORDINATING WORK SCHEDULES WITH PLAY EQUIPMENT CONTRACTOR AND OTHERS.



HCR1

NUMBERS REFER TO SUREPLAY INTERNATIONAL RUBBER SURFACING LLC COLOR CHART.











WATER LOCATIONS

12" FIBAR

LIMESTONE FINES

LEGEND:

SAND

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RUBBER COLOR LEGEND:

12" 1" - 2" FIBAR SYSTEM 300 INSTALL PER MANUFACTURER INSTRUCTIONS 12" FIBAR WOOD FIBER / PLAY SAND

FIBARFELT FIBARDRAIN SPACED 6' O.C.

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2230 PLATT RD. ANN ARBOR, MI 48104

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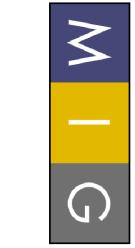
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