



## SERVICE AGREEMENT NO. 59924

### Playground Equipment and Installation at Lt. Alexander Park

THIS **Playground Equipment and Installation at Lt. Alexander Park Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and GameTime by Total Recreation Products, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide playground equipment and installation services at Lt. Alexander Park in response to Request for Bid/Proposal No. N/A ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide playground equipment and installation at Lt. Alexander Park ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for eight months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$76,273.62, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this

Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Joshua Wentworth, Parks & Recreation Superintendent  
Department: Parks & Recreation Department  
Phone: (361) 826-3483  
Email: JoshuaW@cctexas.com

**5. Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

**6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

**7. Inspection and Acceptance.** Any Services that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

## 8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.

13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Joshua Wentworth  
Title: Parks & Recreation Superintendent  
Address: 1201 Leopard St., 3<sup>rd</sup> Floor, Corpus Christi, TX 78401  
Phone: (361) 826-3483  
Fax: (361) 826-3174

**IF TO CONTRACTOR:**

GameTime by Total Recreation Products, Inc.  
Attn: Todd Miller  
Title: Sales Representative  
Address: 17802 Grant Road, Cypress, TX 77429  
Phone: (281) 351-2402  
Fax: (281) 351-2493

17. **CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT**

**ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

**19. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

**20. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

**21. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. this Agreement (excluding attachments and exhibits);
- B. its attachments;
- C. the bid solicitation document including any addenda (Exhibit 1); then,
- D. the Contractor's bid response (Exhibit 2).

- 22. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 23. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 24. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 25. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**(SIGNATURE PAGE FOLLOWS)**

**CONTRACTOR**

Signature: 

Printed Name: Bryan P. O'Connell

Title: President, TRP

Date: 4/26/18

**CITY OF CORPUS CHRISTI**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

- Exhibit 1: RFB/RFP No. N/A
- Exhibit 2: Contractor's Bid/Proposal Response

## **Attachment A: Scope of Work**

Contractor will sell and install various playground equipment and Poured-in-Place fall zone surfacing for the playground equipment area referenced on Attachment B: Bid/Pricing Schedule at Lt. Alexander Park located at 10622 Frontier Dr., Corpus Christi, Texas 78410.

### **Delivery:**

1. All structures and large independent items are palletized and shrink wrapped and require a forklift for unloading. If a forklift is not available, the City must have necessary manpower to breakdown the pallets on the truck and remove the equipment to a secure storage location. The trucking company personnel will not unload.
2. On Site Storage of equipment is the responsibility of the City from the time the shipment is received until completion of the project, unless otherwise arranged.
3. Security of equipment is the responsibility of the City unless otherwise arranged.
4. GameTime is not responsible for vandalism, theft, or subsequent repairs and replacement of equipment. This refers only to the protection of the delivered equipment and does not apply to the warranty or replacement of any missing or damaged parts.

### **Installation:**

1. The installation price of the poured-in-place surfacing is based on normal soil conditions. Unusual soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges.
2. The installation price does not include removal of sand, or anything else, which may hinder installation of equipment unless otherwise arranged.
3. Contractor shall install a 1,200 sq. ft. slab, 4" depth (sub-base to be backfilled and raised approximately 5" so that total of slab sub-base under it is 9")
4. The City is responsible for blue-staking the job site and staking out any underground utilities prior to installation. The City is responsible should damage occur.
5. The job site must be ready and area leveled, when the Contractor arrives to begin the job. Any downtime shall incur additional fees.
6. Vehicle access must be provided to the jobsite. Heavy equipment access to the jobsite may be required.
7. Approximately 141 linear feet of ribbon curb addition to existing site.
8. The Contractor will take all precautions to see that landscaping is not damaged during the installation, but will not be responsible should such damage occur.

All installation shall be in accordance with the Public Playground Safety Handbook latest edition produced by the U.S. Consumer Product Safety Commission.



# Attachment B: Bid/Pricing Schedule



by Total Recreation Products, Inc.  
 17802 Grant Road Cypress, Texas 77429  
 Phone: 281-351-2402  
 Toll Free: 800-392-9909  
 Fax: 281-351-2493

**QUOTE  
 #80359**

04/24/2018

## TA-03048-18 Rev 1 City of Corpus Christi - Lt. Stuart Alexander Park

City of Corpus Christi  
 Attn: Jose Hernandez  
 5352 Ayers Building #4  
 Corpus Christi, TX 78415  
 Phone: 361-826-3986

Ship To Zip: 78415

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Game Time - TA-03048-18-1A1 PS16028 "Loop Around" 5-12 Unit	\$28,942.00	\$28,942.00
1	178749	Game Time - Owner's Kit	\$53.00	\$53.00
1	PIP25312	GT-Impax - 1,200 Sq. Ft. Pour-In-Place Surfacing - <i>Price includes installation of material, a \$2,500.50 discount, and freight to Corpus Christi, TX 78410</i>  <i>50% Black/50% Standard EPDM Color - Aromatic Binder Non-Prevailing Wages 3" System depth to accommodate 6' CFH</i>  <i>INSTALLATION SCHEDULE TO BE DETERMINED BY WEATHER CONDITIONS</i>  <i>ALLOWING FOR PROPER MATERIAL SET UP AND CURING.</i>  <i>QUOTE DOES NOT INCLUDE ANY TENTING OR ARTIFICIAL HEATING</i>  <i>Assumes Good Access, No Design, &amp; Sub Base/Site Prep by Others (covered in separate "installation" line item)</i>	\$19,561.73	\$19,561.73
1	INSTALL	<b><i>Security &amp; Dumpster Not Included (Available for an additional fee)</i></b> Game Time - Installation - <i>Excavation and spoil removal, Installation of Above Equipment, 141 linear feet Ribbon Curbs, and 1,200 sq. ft. 4" thick concrete slab ONLY; No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply.</i>	\$33,756.90	\$33,756.90

04/24/2018

Quantity	Part #	Description	Unit Price	Amount
1	BONDS	Game Time - Bonds	\$1,144.19	\$1,144.19

Freight Calculated to Above Address, Installer is responsible for meeting the truck for delivery and unloading.

SubTotal:	\$83,457.82
Discount:	(\$9,551.00)
Estimated Freight:	\$2,366.80
<b>Total Amount:</b>	<b>\$76,273.62</b>

DUE TO RISING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER. PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

Contract: Buy Board Contract #512-16

## Attachment C: Insurance and Bond Requirements

### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employers Liability	\$500,000/\$500,000/\$500,000
INSTALLATION FLOATER	Value of the equipment

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2018 Insurance Requirements  
Parks and Recreation  
Park Equipment and Installation  
01/18/2018 sw Risk Management

<p><b>Contractor as Principal</b>                  Name:                  Mailing address (<i>principal place of business</i>):</p>	<p><b>Surety</b>                  Name:                  Mailing address (<i>principal place of business</i>):                   Physical address (<i>principal place of business</i>):</p>
<p><b>Owner</b>                  Name: City of Corpus Christi, Texas                  Mailing address (<i>principal place of business</i>):                  Purchasing Division                  1201 Leopard Street 4<sup>th</sup> Floor                  Corpus Christi, Texas 78401</p>	<p>Surety is a corporation organized and existing under the laws of the state of:   <i>By submitting this Bond, Surety affirms its authority to do business in the State of Texas and its license to execute bonds in the State of Texas.</i></p>
<p><b>Contract</b>                  Project name and number: 59924 Playground Equipment and and Installation at Lt. Alexander Park                   Award Date of the Contract:                  Contract Price:                  \$76,273.62</p>	<p>Telephone (<i>main number</i>):                   Telephone (<i>for notice of claim</i>):</p>
<p><b>Bond</b>                  Date of Bond:  <i>(Date of Bond cannot be earlier than Award Date of Contract)</i>                  Said Principal and Surety have signed and sealed this instrument in 4 copies, each one of which shall be deemed an original.</p>	<p>Local Agent for Surety                  Name:                  Address:                   Telephone:                  E-Mail Address:   <i><b>The address of the surety company to which any notice of claim should be sent may be obtained from the Texas Dept. of Insurance by calling the following toll-free number: 1-800-252-3439</b></i></p>

***Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal pays all claimants providing labor or materials to him or to a Subcontractor in the prosecution of the Work required by the Contract then this obligation shall be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of Chapter 2253 and Chapter 2269 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. Venue shall lie exclusively in Nueces County, Texas for any legal action.***

**Contractor as Principal**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Surety**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Date: \_\_\_\_\_  
*(Attach Power of Attorney and place surety seal below)*

**END OF SECTION**

## **Attachment D: Warranty**

### **A. Poured-in-Place**

Poured-in-Place surfacing shall have a minimum of five year limited warranty commencing from the date of the substantial completion. The limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of Poured-in-place surfacing only. The limited warranty includes the contractor's obligation to repair and/or replace any defective materials or workmanship in the surface are or surface areas that have failed during the warranty period. A failed area/areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of a failed system.

### **B. Playground Equipment**

1. Limited 25 year warranty on all aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on steel posts against structural failure due to material or manufacturing defects.
2. Limited 10 year warranty on concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.
4. Limited warranties do not include fading of colors, damage due to excessive wear and tear, vandalism, or negligence. These warranties are valid only if products are installed according to manufacturer's installation instructions.
5. All warranties for the equipment will begin on the date of the first invoice.