



SERVICE AGREEMENT NO. 48583

Playground Equipment and Installation – Thebeau Park

THIS **Playground Equipment and Installation at Thebeau 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 at Southfork 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 Southfork 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. This Agreement includes an option to extend the term for up to zero additional zero-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$73,103.18, 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:

Joshua Wentworth, Parks & Recreation Superintendent
Parks & Recreation Department
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. The City must be named as an additional insured during and until completion of the work. 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.** 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. 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 30th 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
Parks & Recreation Superintendent
1201 Leopard St., 2nd Floor, Corpus Christi, TX 78401
Fax: 361-826-3174

IF TO CONTRACTOR:

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

17. **CONTRACTOR AGREES TO 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 ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS'**

COMPENSATION CLAIMS), 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 THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ANYONE FOR WHOM THEY ARE RESPONSIBLE, BUT NOT IF BY THE NEGLIGENCE OF INDEMNITEES. 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 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 and its attachments
 - B. the bid solicitation document, including addenda (Exhibit 1)
 - C. 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. **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.
24. **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: Bryan P. O'Connor

Printed Name: BRYAN O'CONNOR

Title: PRESIDENT TRP

Date: 09/19/17

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form: 9/29/17
Elizabeth Sundler
Assistant City Attorney
For City Attorney

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance/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 Thebeau Park located at 3221 Richmond Street, Coprus 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. 1,600 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 150 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.



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
#78478

08/16/2017

TA-03072-17 Rev 2 City Of Corpus Christi - Thebeau 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-03072-17-2A1 Custom PS 2-5 Play Unit - <i>Re-drawn, updated version of 2012 Discrete Unit "Lookout Express" without Integrated Shade</i> | \$16,663.00 | \$16,663.00 |
| 1 | RDU | Game Time - 8' Classic Swings (Incl. (2) Belt Seats) | \$1,654.00 | \$1,654.00 |
| 1 | EM032217 | GT-Impax - 1,600 SF Poured-In-Place Playground Surfacing - <i>1,600 SF 4' CFH 50/50 Standard EPDM and Black - Color TBD Aromatic Binder, Regular Wages</i> | \$23,139.64 | \$23,139.64 |
| <i>Price includes freight and a \$2,957.85 discount.</i> | | | | |

08/16/2017

| Quantity | Part # | Description | Unit Price | Amount |
|----------|---------|---|-------------|-------------|
| 1 | INSTALL | <p>Game Time - Installation Of Unit, Site Work As Specified Herein - <i>Scope of work includes:</i></p> <p><i>* Excavation to 7" uniform depth to allow room for 4" deep slab with PIP on top of it - installer to remove spoils.</i></p> <p><i>* 1,600 sq. ft. slab, 4" depth</i></p> <p><i>* Approx. 150 linear feet of ribbon curb addition to existing site</i> ***THIS LINEAR FOOTAGE AMOUNT IS SUBJECT TO CHANGE***</p> <p><i>* Installation of all equipment listed on this quote</i></p> <p><i>Installation of Specified Equipment/Surfacing/ Concrete 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></p> | \$34,783.10 | \$34,783.10 |
| 1 | BONDS | Game Time - Payment Bonds | \$1,096.63 | \$1,096.63 |

Freight Calculated to Above Address, Installer To Meet Truck

| | |
|----------------------|--------------------|
| SubTotal: | \$77,336.37 |
| Discount: | (\$5,913.79) |
| Estimated Freight: | \$1,680.60 |
| Total Amount: | \$73,103.18 |

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/Bond Requirements

INSURANCE 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. | Bodily Injury and Property Damage Per occurrence - aggregate |
| COMMERCIAL GENERAL LIABILITY 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 \$2,000,000 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.

2017 Insurance Requirements
Parks and Recreation
Park Equipment and Installation
02/27/2017 sw Risk Management

00 61 16 PAYMENT BOND**BOND NO.** _____

| | |
|---|---|
| Contractor as Principal Name: Mailing address (<i>principal place of business</i>): | Surety Name: Mailing address (<i>principal place of business</i>): Physical address (<i>principal place of business</i>): |
| Owner Name: City of Corpus Christi, Texas Mailing address (<i>principal place of business</i>): Purchasing Division 1201 Leopard Street 4 th Floor Corpus Christi, Texas 78401 | 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> |
| Contract Project name and number: Playground and Equipment Installation at Thebeau Park Service Agreement No. 48583 Award Date of the Contract: Contract Price: | Telephone (<i>main number</i>): Telephone (<i>for notice of claim</i>): Local Agent for Surety Name: Address: Telephone: E-Mail Address: |
| Bond 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. | <i>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</i> |

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.