LANDSCAPE & IRRIGATION PROPOSAL

Scope:

Landscape, Irrigation, Hardscape and Site Furniture Installation

Project:

Hunters Reserve Park

Evans, CO

Presented to:

City of Evans



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December, 30, 2024

Ty Hamer City of Evans 1100 37th St Evans, CO 80620-2036

RE: Request for Pricing for Hunters Reserve Park

Dear Mr. Hamer:

BrightView Landscape Development (BVLD) is pleased to submit our response based on:

Plans:

- Hunters Reserve Park, Construction Documents, dated November 22, 2024
 - Site Plans: C1-1-1 through C4-1-3
 - Landscape sheets: L0-0-0 through L3-0-2
 - Irrigation sheets: IR-01 through IR-06

Specification sections:

• Per plans and City of Evans specifications

Prepared by:

• EDSA

The following scope of work is included:

See attached breakdown

Preliminary Project Durations CY2024

Landscape/Irrigation 187 working days

Enclosed are the following exhibits:

- On-Screen Takeoff
- Play Equipment Renders
- PIP Surface Renders
- Shelter Detail

Please note these exclusions and qualifications:

- Please note that due to current market volatility this cost estimate is valid for fifteen (15) days.
- Pricing is subject to change based on provision of construction documents, award of full scope, and escalation corresponding to the actual construction schedule.
- This submittal includes
- Performance and payment bond included at 1% of final contract value.
- Wrap-Up insurance (OCIP/CCIP) credits/considerations are not included unless insurance manual and documents are provided at time of bid.

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- Pricing assumes project will not be phased; work has been assumed installed with one mobilization. If project requires phased construction, additional general conditions and mobilization costs may be incurred.
- BrightView will make every effort to protect existing landscape and/or hardscape. However, we are not responsible for repair or payment of repairs should any damage occur resulting from our operations.
- This submittal **excludes** the following items:
 - Construction Fence
 - Crane
 - Demolition, Removal & Clear and Grub
 - Tree Protection or Repair
 - Temporary Seeding per Grading Erosion and Sediment Control Plans
 - 7' Black Metal Fence
 - Pedestrian Lights
 - Landscape Maintenance

Landscape

- Due to current product availability BrightView reserves the right to substitute plant material size and species where necessary with approval from the Landscape Architect.
- Soil conditioner is included as Class I Compost incorporated at a rate of:
 - **4**CY/1,000sf for Planting Bed Areas
 - 4CY/1,000sf for Turf Areas
 - 4CY/1,000sf for Native Seed Areas
- BVLD will conduct soils analysis for the site upon completion of rough grading and prior to soil preparation. Soils tests shall determine necessary amendments and application required in addition to organic amendments. Soils analysis and acceptance will be required to validate warranty term.
- Furnishing pricing assumes standard powder-coat colors and finishes. Premium RAL colors and/or finishes may incur additional charges.
- Pet waste stations are included as Dogipot 1003HP-L
- Shade structures are included as Icon Shelter Square SQ12T-P6 with an allowance for footings. Pricing is subject to change based on final design and engineering requirements.
- Boulders are included as granite 3'x3'x2' and a maximum weight of 2-tons per boulder. Sawcut or snap-cut operations are not included. Pricing is subject to change based on quantity and total weight of boulders selected by Landscape Architect.
- Landscape items, including all planting, shelters, tables, chairs, dog waster stations, and play equipment shall have a warranty of 1 year.
- Maintenance of landscaped areas is not included in this contract, but is available upon request.

Native Seed

• Due to market and environmental conditions BrightView reserves the right to substitute seed mix type and application rate with the approval from the Landscape Architect. To achieve optimal establishment and coverage, BrightView recommends seeding operations while soil

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temperatures remain between 55 degrees – 65 degrees (typically between Mother's Day and Labor Day.) Seeding outside of this window may result in native seed not establishing and nullification of warranty.

- <u>Temporary-Irrigated Native Seed</u>
 - Pricing includes (2) seedings. First for initial acceptance, Second for season 2 overseeding. All other seedings outside of specified window will be at additional charge.
 - Seeding window is from June 1st August 15th. All seeding outside of this window will be void of warranty.
- Native seeding items shall have a warranty period of 1 year.

Hardscape/Paving

• Hardscape and paving items shall have a warranty period of 1 year.

Irrigation

- Water tap, tap development fees, and booster pump (if required) are to be installed by others.
- Irrigation items shall have a warranty period of 1 year.

Proposal Amount: \$741,741.66

Landscape and Irrigation	See attached breakdown
Unit pricing in this proposal assumes all qualification	s to be incorporated, as noted above, into final contract. If not incorporated into contract

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Unit pricing in this proposal assumes all qualifications to be incorporated, as noted above, into final contract. If not incorporated into contract BrightView reserves the right to revise and reprice items accordingly.

Upon review of this document, please do not hesitate to contact me for any additional information or clarification you require.

Sincerely,

Matt Stone BrightView Landscape Development, Inc. 8888 Motsenbocker Road Parker, CO 80134 720-369-5078

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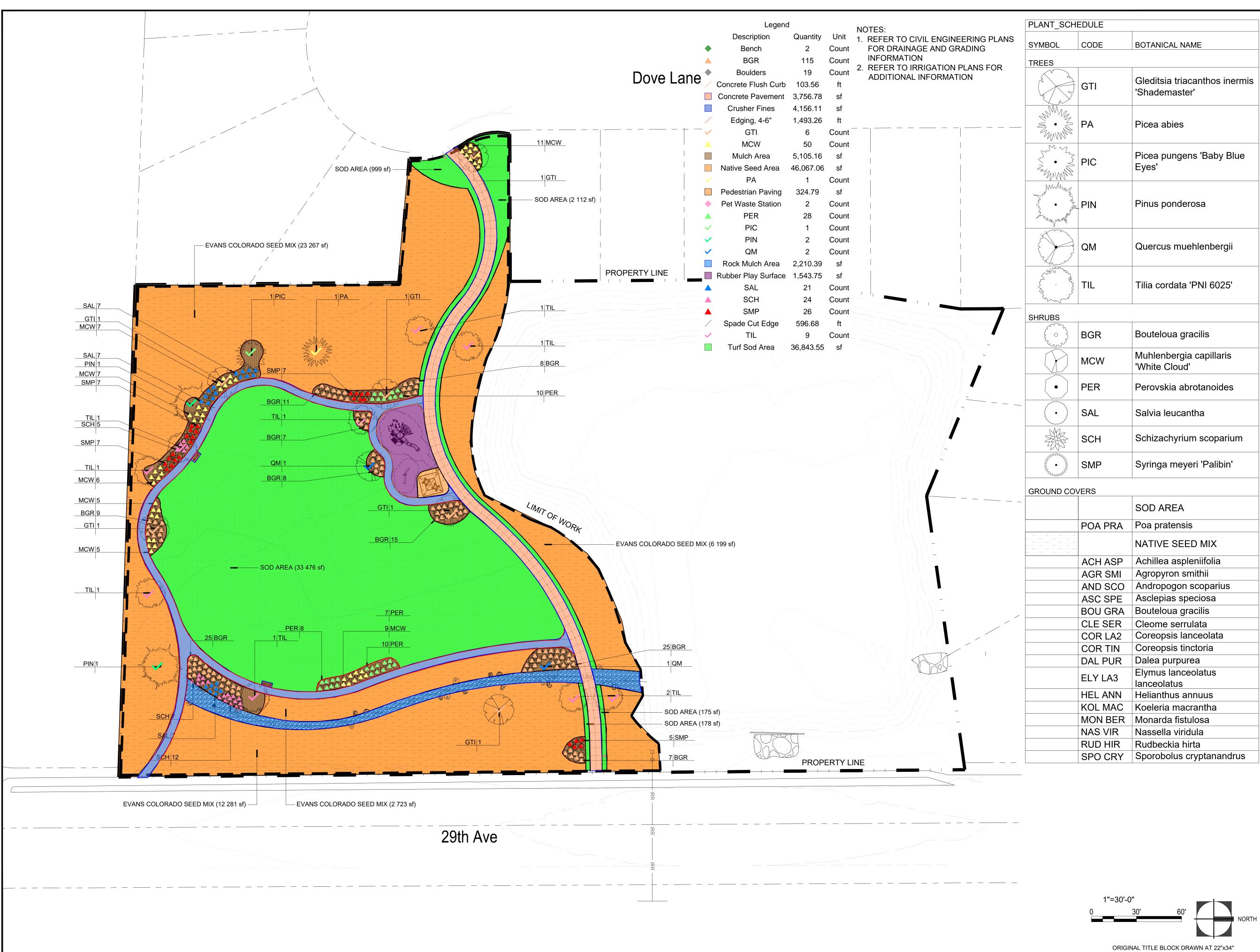
CITY OF EVANS

Hunters Reserve Park

January 2, 2025

DESCRIPTION	QUANT	ТҮ	UNIT PRICE	TOTAL PRICE
Mobilization, General Conditions & Supervision	1	LS	\$75,900.00	\$75,900.00
Performance and Payment Bond	1	LS	\$7,417.41	\$7,417.41
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Landscape Improvements				
Mass Grading/ Clear and Grub	105,000	SF	\$0.25	\$26,250.00
Deciduous Trees - 2" Cal	17	EA	\$750.00	\$12,750.00
Evergreen Trees - 8-10' Tall	4	EA	\$800.00	\$3,200.00
Grasses (1 Gal.)	189	EA	\$24.00	\$4,536.00
Perennials (1 Gal.)	49	EA	\$23.00	\$1,127.00
Deciduous Shrubs (5 Gal.)	26	EA	\$55.00	\$1,430.00
Amended On Site Soil for Sod Lawn	36,900	SF	\$0.34	\$12,546.00
Western Cedar Mulch - 3" Depth	5,105	SF	\$1.20	\$6,126.00
Sod	37,500	SF	\$1.00	\$37,500.00
Native Seed	46,200	SF	\$0.40	\$18,480.00
River Rock Swale (Includes Drainage)	2,212	SF	\$4.75	\$10,507.00
Hardscape/Paving				
Pedestrian Concrete Pavement	325	SF	\$13.00	\$4,225.00
Vehicular Concrete Pavement	3,800	SF	\$15.00	\$57,000.00
Stabilized Decomposed Granites- Paths (4" Deep)	4,156	SF	\$3.50	\$14,546.00
Aluminum Edger (At Crusher Fines Trail)	1,500	LF	\$9.75	\$14,625.00
Concrete Flush Curb	104	LF	\$65.00	\$6,760.00
Spade Cut Edge (At Planting Beds)	600	LF	\$2.50	\$1,500.00
Site Furnishings & Amenities				
Freestanding Bench	2	EA	\$3,800.00	\$7,600.00
Trash Receptacles	1	EA	\$2,800.00	\$2,800.00
Shade Structure 12'x12'	1	EA	\$59,000.00	\$59,000.00
Picnic Tables	2	EA	\$5,500.00	\$11,000.00
PIP Play Surface	1,560	SF	\$28.85	\$45,000.00
Landscape Boulders (3'x3'x2')	19	EA	\$650.00	\$12,350.00
Pet Waste Stations	2	EA	\$830.00	\$1,660.00
Reclaimed Timber Logs (Play Elements)	1	LS	\$8,000.00	\$8,000.00
Playground Structure 5-12Yrs	1	LS	\$96,500.00	\$96,500.00

Irrigation System				
Design Build Irrigation Zones Sod	36,900	SF	\$2.20	\$81,180.00
Design Build Irrigation Zones Native Seed Design Build Irrigation Zones Planting Beds and	46,100	SF	\$1.65	\$76,065.00
Trees Irrigation Connection (Crossing 29th Ave) Approx 90	5,235	SF	\$1.75	\$9,161.25
LF	1	LS	\$15,000.00	\$15,000.00
		GR	AND TOTAL	\$741,741.66
Add Alternate Change all 4" sidewalk to 6" Sidewalk	325	SF	\$2.00	\$650.00



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	KOL MAC	Koeleria macrantha
NAS VIP Nassalla viridula		
		Nassella viridula
RUD HIRRudbeckia hirtaSPO CRYSporobolus cryptanandrus		

Project Name

HUNTERS **RESERVE PARK** 3800 29TH AVE, EVANS, CO 80620

Client

CITY OF EVANS PARKS AND RECREATION



PLANNING LANDSCAPE ARCHITECTURE URBAN DESIGN

1514 CURTIS STREET, SUITE 200 DENVER, COLORADO 80202 TEL: 954.524.3330

Consultants

CRAFT CIVIL ENGINEERING 23 LINCOLN ST, SUITE 200 DENVER, CO, 80203

IDS - IRRI DESIGN STUDIO 318 N. JOHN YOUNG PKWY, SUITE 2 KISSIMMEE, FL 34741



Rev	Date	Issued for
Date		November 15th, 2024
Desigr	ned By	ВО
Drawn	Ву	LG, MM
Approved / Checked By		By BL
Projec	t Number	240091
Seal		



Project Phase

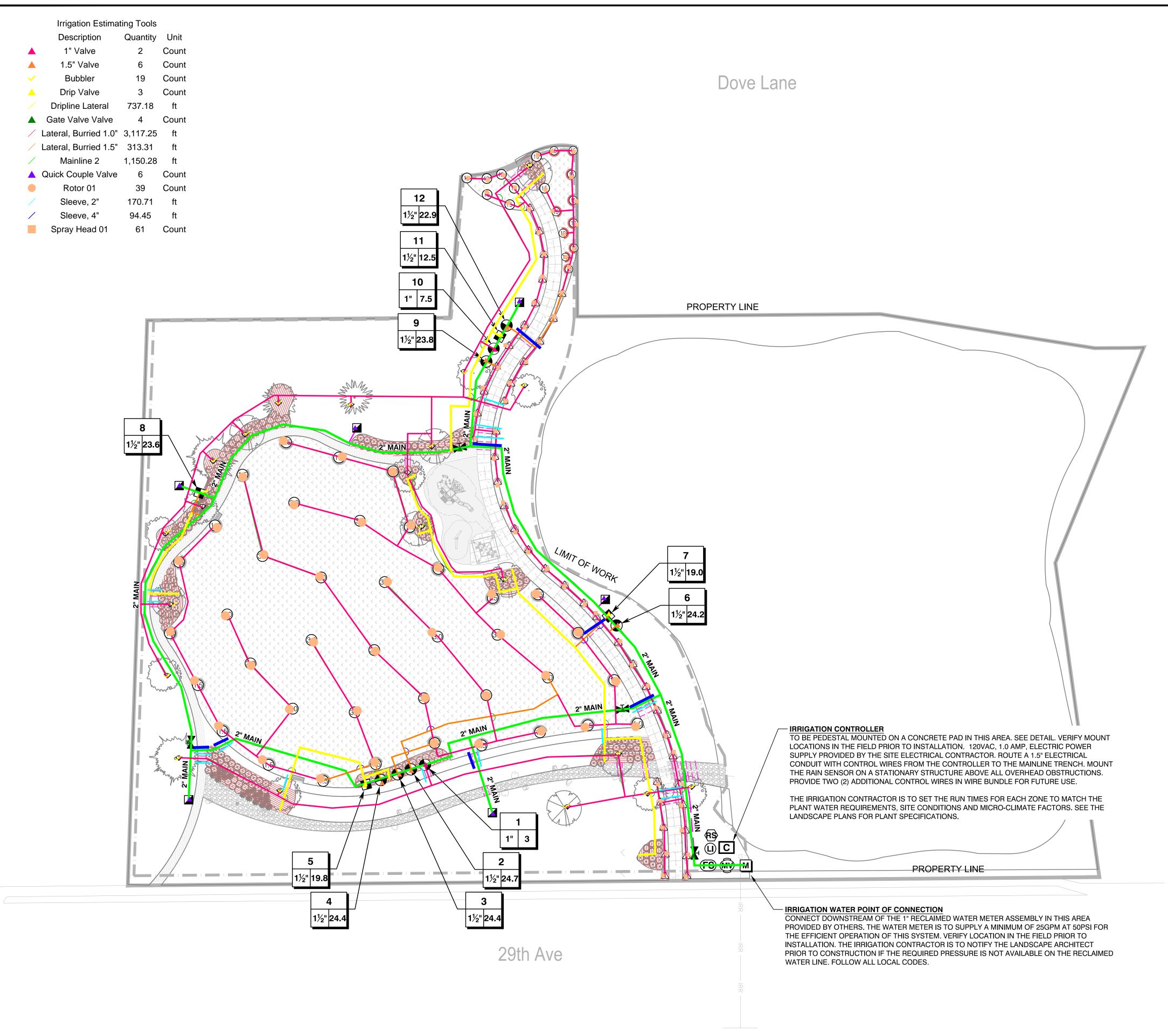
CONSTRUCTION DOCUMENT

Sheet Title

PLANTING PLAN

Sheet Number





	HUNTERS RESERVE PARK 3800 29TH AVE, EVANS, CO 80620
	Client CITY OF EVANS PARKS AND RECREATION
	PLANNING LANDSCAPE ARCHITECTURE URBAN DESIGN 1514 CURTIS STREET, SUITE 200 DENVER, COLORADO 80202 TEL: 954.524.3330 Consultants CRAFT CIVIL ENGINEERING 23 LINCOLN ST, SUITE 200 DENVER, CO, 80203 IDS - IRRI DESIGN STUDIO 910 MABBETTE ST. KISSIMMEE, FL 34741
LATERAL LEGEND	Key Plan
LATERAL/ MAINLINE SIZESLEEVE SIZE1"2"	
1.5" 3" 2" 4"	Rev Date Issued for
2.5" 4" 3" 6"	
4" 8" CONTROL WIRE 1.5"	DateNovember 15th, 2024Designed ByIDSDrawn ByIDS
CONDUIT 1.5 1"=30'-0" 0 30' 60' NORTH	Approved / Checked By CZ Project Number 240091 Seal
IRRIGATION PLANS ARE TO BE VIEWED IN COLOR FOR MOST ACCURATE INTERPRETATION OF THE DESIGN. IRRIGATION EQUIPMENT MAY BE SHOWN OFFSET FOR GRAPHIC	Original Date of Licensure
CLARITY. INSTALL ALL EQUIPMENT IN THE LANDSCAPED AREA.	Project Phase CONSTRUCTION DOCUMENT
LOCATIONS ARE SHOWN SCHEMATICALLY AND SHALL BE ADJUSTED BASED ON FIELD CONDITIONS. ALL LANDSCAPED AREAS ARE TO RECEIVE 100% COVERAGE BY THE IRRIGATION SYSTEM (TYP.)	IRRIGATION PLAN
Know what's BELOW. CALL before you dig Call <u>811</u> two business days before digging CALL before you dig Call <u>811</u> two business days before digging	Sheet Number

Project Name



ADA ACCESSIBILITY	GUIDELINES -	ADAAG CO	NFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
6	3/3	0/0	4/2	2/2

FOR KIDS **R5**

AGES

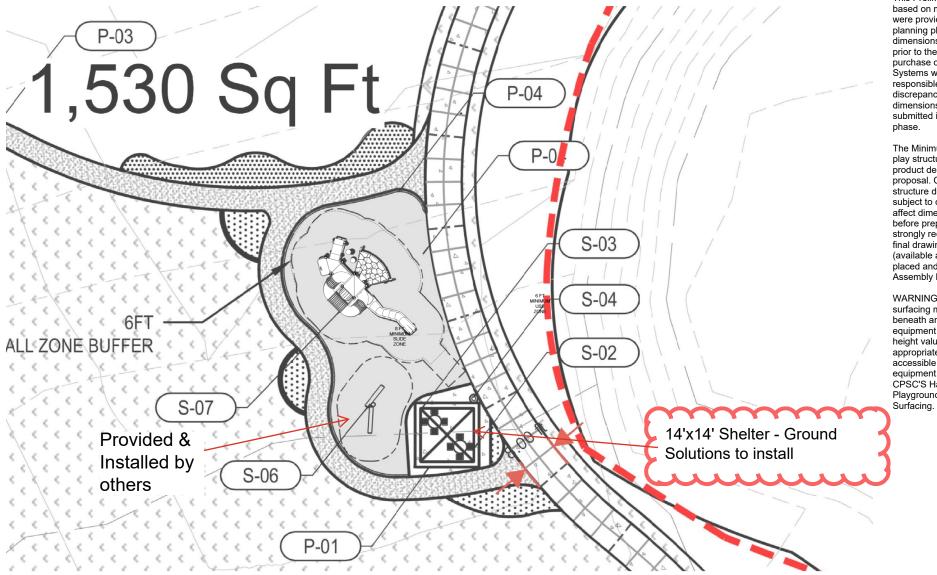
5-12

GENERAL NOTES

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4:





PROJECT # PWG242E4A8A-4 DATE 11/6/2024

The PlayWell Group, Inc. MIN. USE ZONE -10' x -47' (-3.099m x -14.453m)

HUNTERS RESERVE - OPT #4 SW VIEW





 STRUCTURE #
 R5045RT6A

 PROJECT #
 PWG242E4A8A-4

 DATE
 11/6/2024



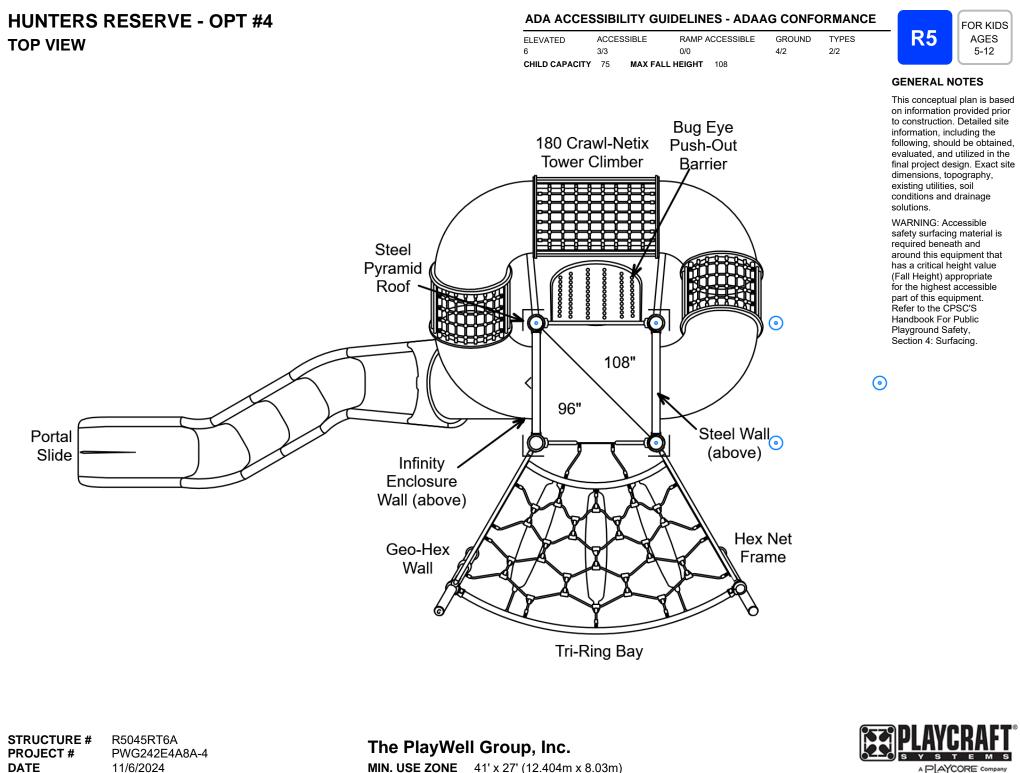


 STRUCTURE #
 R5045RT6A

 PROJECT #
 PWG242E4A8A-4

 DATE
 11/6/2024





MIN. USE ZONE 41' x 27' (12.404m x 8.03m)



ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

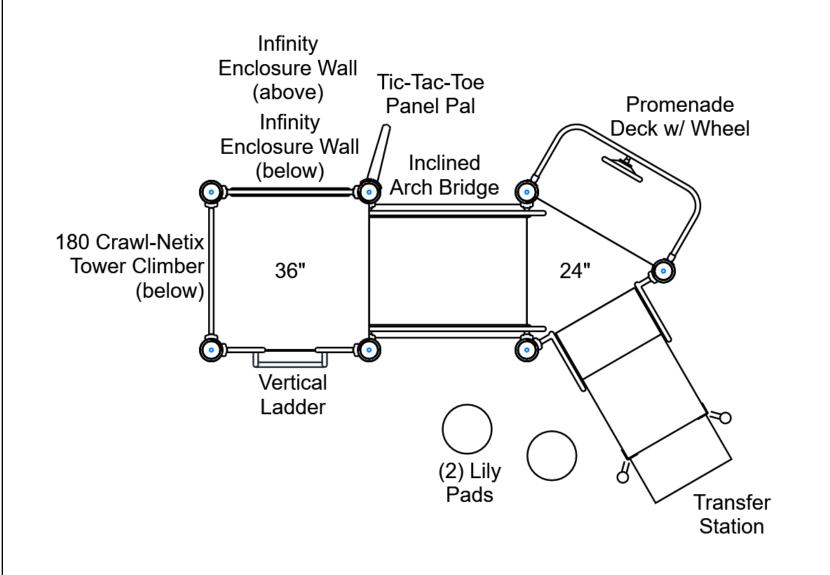
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
6	3/3	0/0	4/2	2/2
CHILD CAPACITY	75 MAX FAL	L HEIGHT 108		



GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



 STRUCTURE #
 R5045RT6A

 PROJECT #
 PWG242E4A8A-4

 DATE
 11/6/2024

 The PlayWell Group, Inc.

 MIN. USE ZONE
 41' x 27' (12.404m x 8.03m)



PlayWell

Hunters Reserve - Town of Evans





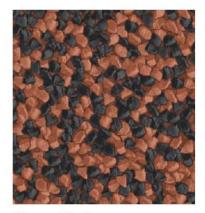




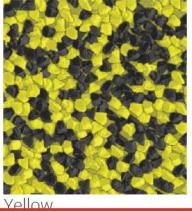


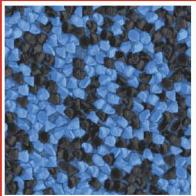






Terra Cotta





Sky Blue



Eggshell



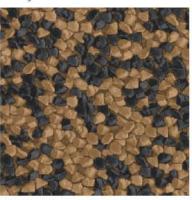
Primary Red



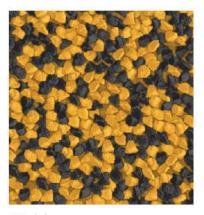
Bright Green



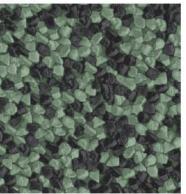
Royal Blue



Brown



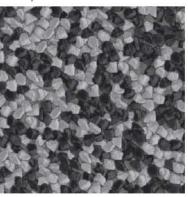
Gold



Hunter Green



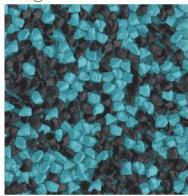
Purple



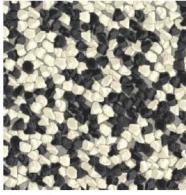
Light Gray

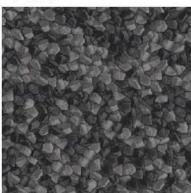


Beige



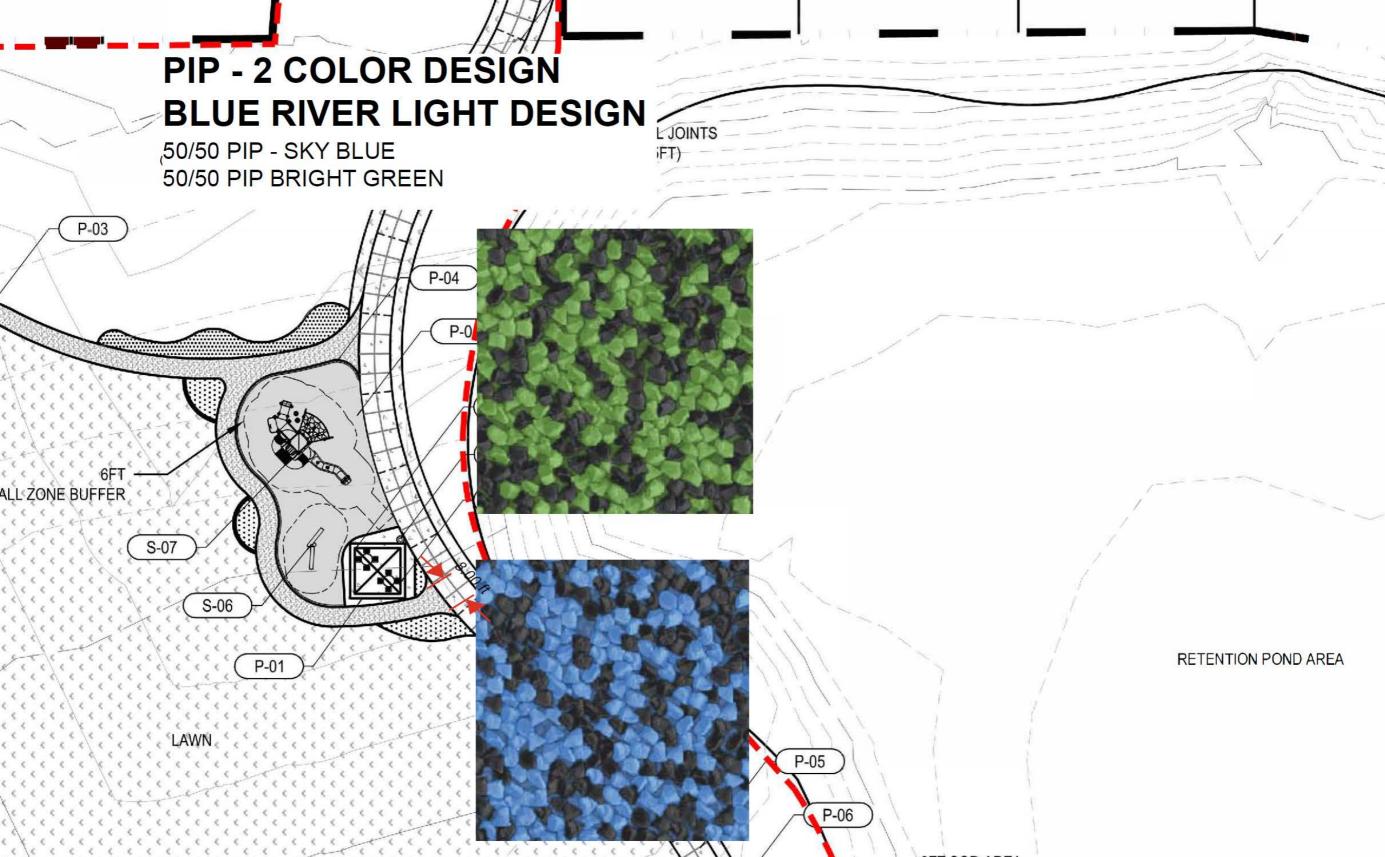
Teal





Dark Gray

Pearl



SCALE: 1/4" - 1'

Model #: RHS1414

Design Criteria: Structure shall be designed to meet site specific snow and wind load design criteria using most current applicable building codes. All structural members are ASTM A-500 U.S. grade B steel. Welded connection plates shall be ASTM A-36 hot rolled steel. All fabrication performed to latest AISC standards by AWS Certified welders. All framing connections are done using A325 grade bolts within concealed access openings from above and will later be concealed by the roofing. All roof framing shall be flush against the roof decking to eliminate the possibility of bird nesting.

Tubular Steel Columns and Beams: Standard column dimension shall be 5" x 5" x 3/16" tubular steel welded to 5/8" base plates for surface mounting. Main support beams are 7" x 5" x 3/16" and purlins are 5" x 3" x 1/8". Steel sizes are preliminary and may change due to ongoing review and final engineering.

Roofing: 24 Ga. pre-cut steel Multi-Rib panels with Kynar 500 finish in a variety of colors with white underside. Standard roof slope is a 4/12 pitch with a clear eave height of 8'-0". Attached to structural framing with exposed self tapping screws painted to match roof color. Matching 24 Ga. trim included.

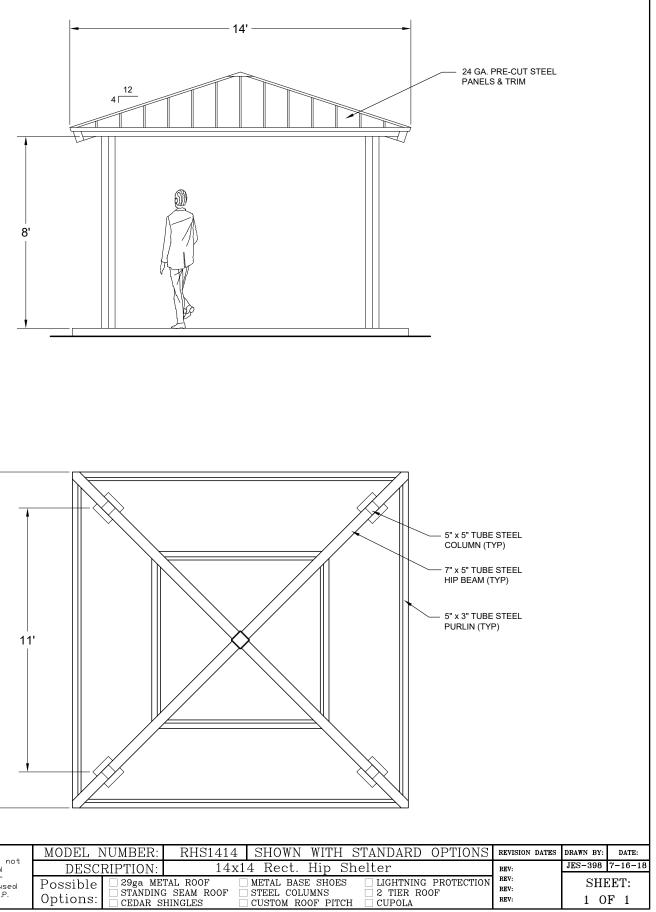
Frame Finish: All steel framework will receive a corrosion protective TGIC Polyester powder coat, electro-statically applied and cured at 400°F. A large selection of standard colors are available.

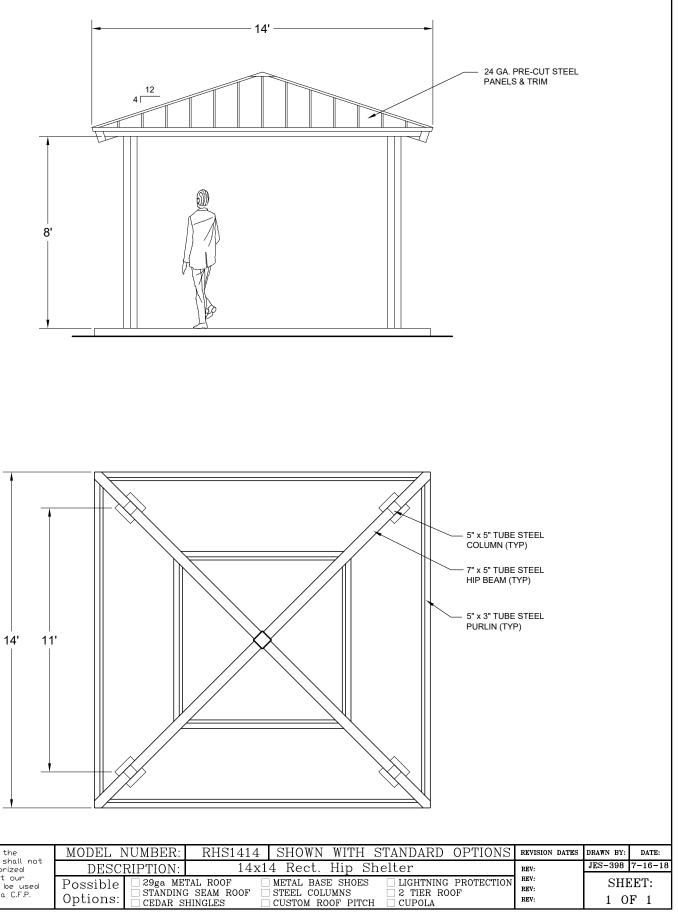
Foundation: All columns need to be anchored to concrete footings (footing design provided separately). Columns can be surface mounted to footings with anchor bolts at or below finish slab elevation or they can be embedded directly into the footing without base plates upon request. Anchor bolts and bracing templates are included. Optional base plate covers are available at an additional cost.

Hardware: All structural hardware and roofing fasteners shall be provided.

Warranty: 10 years against manufacturer defects.

Not Included: Concrete work of any kind, unloading of product and installation.





	P.O. BOX 145
	WEST OLIVE, MI 49460
$(\mathbf{P} \mathbf{P})$	800-552-9495
CEDAR FOREST PRODUCTS	WWW. CEDARFORESTPRODUCTS.COM

PRELIMINARY	
NOT FOR CONSTRUCTION	

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written permission, and they shall not be used
for construction unless approved by a C.F.P.
Representative.

ot	MODEL N	NUMBER:	RHS1414	
	DESC	14x14		
d	Possible Options:		TAL ROOF G SEAM ROOF HINGLES] [

24 Gauge Metal Roofing Color Options

STANDARD COLOR	S		- 24 Gauge M	etarnooning	
Regal White	Bone White	Surrey Beige	Sandstone	Almond	Buckskin
Ash Gray	Slate Gray	Charcoal	Matte Black	Medium Bronze	Dark Bronze
Patina Green	Evergreen	Mansard Brown	Colonial Red	Roman Blue	Patrician Bronze
Terra Cotta	Galvalume® Plus				
DEEP TONE PREMI	JM COLORS (Additi	ional Costs Will Apply)			
Brite Red	Brandywine	Regal Blue	Hartford Green		
METALLIC COLORS	(Additional Costs Will	Apply)			Market States of States
Preweathered Galvalume	Leadcoat	Silver Metallic	Copper Penny Metallic	Texas Silver Metallic	Champagne Metallic
				Powder Coat	Color Option
Traffic White	Cream	Grey White	Beige	Brown Gray	Jet Black
		6 			
Terra Brown	Brown Green	Beige Brown	Copper Brown	Red Brown	Telegrey
Ocean Blue	Brilliant Blue	Mint Turquoise	Mint Green	Tarpaulin Grey	Silk Grey
2					

Sepia Brown

Moss Green

Stone Grey

Grey Blue

Dusty Gray

Traffic Red



LIMITED WARRANTY

Cedar Forest Products warrants that the materials and structural parts will conform to the specifications and descriptions on drawings approved by the purchaser, for a period of ten years commencing on the date of the invoice for sale of the products. If, within the warranty period, any materials fail to conform to the specifications and descriptions, Cedar Forest Products will, upon being notified in writing promptly after discovery of the defect, repair the defective material or, at its sole option, replace the defective part or parts. Cedar Forest Products will deliver the repaired or replacement part or parts to the site free of charge, but is not responsible for providing labor or the cost of labor for the removal of the defective part or parts, and/or the installation of any replacement part or parts. Replaced parts are warranted for the balance of the original warranty period.

Cedar Forest Products shall not be liable for deterioration of any building components due to failure of finished coatings or weather proofing or building foundations and/or settlement, norshall Cedar Forest Products be responsible for updating specifications to meet building codes, municipal ordinances, or special insurance requirements.

This warranty is valid only if the structures are erected in conformance with Cedar Forest Products' installation instructions and maintained according to proper maintenance procedures; have been subjected to only normal use for the purpose for which the goods were designed; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Cedar Forest Products approved representatives in any respect which, in the judgment of Cedar Forest Products, affects the condition or operation of the structures.

This warranty does not apply to any damage or deterioration caused by abuse, vandalism, theft, fire or any acts of God, or failure to provide reasonable and necessary maintenance.

ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. CEDAR FOREST PRODUCTS SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

To make a claim under this warranty, please email Cedar Forest Products info@cedarforestproducts.com.

Cedar Forest Products 800.552.9495 www.cedarforestproducts.com

PlayWell Aromatic PIP Warranty

5-Year Limited Warranty for Aromatic Poured-In-Place Surfacing

Warranty Period:

This 5-Year Limited Warranty ("Warranty") applies to the Aromatic Poured-In-Place Surfacing ("Product") installed by PlayWell Surfacing at (job name). The warranty period begins on the date of installation (date of completion) and is valid for five (5) years.

Coverage:

This Warranty covers defects in material or workmanship under normal use and conditions, specifically for the Aromatic Poured-In-Place Surfacing. The warranty applies to the following conditions:

- 1. **Defects in Material**: This Warranty covers any defects in the surface material, including but not limited to:
 - Surface cracking or splitting
 - Surface peeling or delaminating
 - Significant color fading or discoloration under normal use
 - Defects in adhesion between layers
- 2. **Defects in Workmanship**: This Warranty covers poor workmanship in the installation of the Product, including:
 - Improper installation resulting in performance issues
 - o Irregular surface texture or significant unevenness

Exclusions:

This Warranty does not cover damage or failure resulting from:

- **Improper Use**: Damage caused by misuse, abuse, or failure to follow manufacturer guidelines for maintenance and care.
- Environmental Factors: Damage resulting from natural disasters, extreme weather conditions, normal color variations such as ambering, shrinking of the material of less than 3/8", floods, fires, vandalism, or other natural disasters.
- **Negligence or Lack of Maintenance**: Damage caused during the curing time, by failure to maintain the surface in accordance with manufacturer's recommendations, including but not limited to improper cleaning, use of harsh chemicals, or heavy mechanical equipment. Owner must maintain the surface regularly and have a urethane topcoat (approved by PlayWell) applied every 36 months and supply documentation with warranty claim.

Limited Warranty - Attenuated Safety Surfacing for Playgrounds

PlayWell Aromatic PIP Warranty

- Alterations: Damage caused by modifications, repairs, or alterations to the surface made by unauthorized personnel.
- Accidental Damage: Damage resulting from physical impact, dropped objects, or chemical spills not promptly cleaned.
- Heavy use areas: Transfer stations, swing, and slide exits.

Warranty Claim Process:

To file a warranty claim, the following steps must be completed:

- 1. Contact PlayWell Surfacing within 30 days of discovering a defect.
- 2. Provide documentation, including photographs, proof of purchase, and a detailed description of the defect.
- 3. Allow a qualified representative to inspect the installation and the affected areas.

Remedies:

If the Aromatic Poured-In-Place Surfacing is determined to be defective within the warranty period, the following remedies will be provided:

• **Repair or Replacement**: At the discretion of PlayWell Surfacing, the defective portion of the surfacing will either be repaired or replaced at no cost to the customer, provided the claim is made within the five-year warranty period.

Limitations:

This warranty is limited to the original purchaser of the Aromatic Poured-In-Place Surfacing and is not transferable. The remedy of repair or replacement is the sole and exclusive remedy for any claim under this warranty. The manufacturer is not responsible for any incidental or consequential damages, including but not limited to loss of use, labor costs, or removal and reinstallation costs.

General Terms:

• The manufacturer reserves the right to modify or update product specifications, materials, and installation guidelines without prior notice.

This document constitutes the entire agreement regarding the warranty of the Aromatic Poured-In-Place Surfacing and supersedes any prior representations or warranties.

Limited Warranty - Attenuated Safety Surfacing for Playgrounds

PLAYCRAFT SYSTEMS WARRANTY

Playcraft Systems[®], warrants its products to be free from defects in materials or workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice.

Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff[™] coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

TEN (10) YEAR LIMITED WARRANTY

on all Play-Cord[™] against cable breakage and Play-Cord[™] connectors against breakage and failure due to defects in materials or workmanship.

FIVE (5) YEAR LIMITED WARRANTY

on all Playcraft System® powder coating and Play-Tuff™ coating against cracking and/or peeling due to normal climatic exposure.

THREE (3) YEAR LIMITED WARRANTY

on all springs, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on any other product or part not specifically covered above against failure due to defects in materials or workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems® For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials or workmanship.

The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment.

This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 30 days of receipt of the written notification.

Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD.

To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems ®, 123 North Valley Drive, Grants Pass, Oregon 97526.

Due to our on-going commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice (Rev. O).