Page 1



American Playground

Dec. 4th 2009

To.

Krista Ferrell

RIQ#.

DNR 210066

Bid Opening Date.

12/8/2009

Bid Opening Time.

1.30 PM

Please add the attached signed addendum # 2 and # 3 to American Playground bid for Greenbrier State Forest DNR # 210006.

Thank you,

Peter O'Scanaill

2000 MOV 10 Fil 2: 37



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

## Request for

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KRISTA	FERRELL		
B04-558	3-2596		

765-642-0288 \*811141433 AMERICAN PLAYGROUND 505 E 31ST ST

ANDERSON IN 46016

DIVISION OF NATURAL RESOURCES GREENBRIER STATE FOREST ATTN: PARK SUPERINTENDENT HC30, BOX 154 CALDWELL, WV 24925-9709 536-1944

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### GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE: Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW: The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 3. NON-FUNDING: All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- **4. COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS: This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- **6. ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION: The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES: Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
- 11. TAXES: The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
- 12. RENEWAL: Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

Rev. 5/19/09



State of West Virginia Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

## Request for PRONUMBER

American Playground

DNR210066

PAGE
3

KRISTA FERRELL 104-558-2596

765-642-0288 \*811141433 AMERICAN PLAYGROUND 505 E 31ST ST

ANDERSON IN 46016

DIVISION OF NATURAL RESOURCES GREENBRIER STATE FOREST PARK SUPERINTENDENT ATTN: HC30, BOX 154 CALDWELL, WV

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We at American Playground are grateful for the opportunity to submit a response to your request for quotation.

#### The package includes

- 1. The playground equipment sheet
- 2. The unit pricing sheet.
- 3. The general product specification sheet.
- 4. The equipment layout sheets.
- 5. The equipment warranty sheet.
- 6. The ASTM and CPSC compliance sheet.
- 7. The addendum acknowledgement sheet.

We look forward to hearing from you.

Peter O'Scanaill

President

American Playground



\*811141433

505 E 31ST ST

ANDERSON IN

AMERICAN PLAYGROUND

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

46016

765-642-0288

Request for Quotation

DNR210066

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KRISTA FERRELL 304-558-2596

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DIVISION OF NATURAL RESOURCES GREENBRIER STATE FOREST ATTN: PARK SUPERINTENDENT HC30, BOX 154 CALDWELL, WV

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505 E 31ST ST

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

#### Request for Quotation

REQ NUMBER DNR210066

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KRISTA FERRELL 304-558-2596

765-642-0288

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ANDERSON IN 46016

AMERICAN PLAYGROUND

DIVISION OF NATURAL RESOURCES GREENBRIER STATE FOREST ATTN: PARK SUPERINTENDENT HC30, BOX 154 CALDWELL, WV 24925-9709 536-1944

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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

#### Request for Quotation

DNR210066

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

\*811141433 765-642-0288 AMERICAN PLAYGROUND 505 E 31ST ST

ANDERSON IN 46016

DIVISION OF NATURAL RESOURCES GREENBRIER STATE FOREST ATTN: PARK SUPERINTENDENT HC30, BOX 154 CALDWELL, WV 24925-9709 536-1944

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State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

DNR210066

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL 304-558-2596

\*811141433 765-642-0288 AMERICAN PLAYGROUND 505 E 31ST ST

ANDERSON IN 46016 DIVISION OF NATURAL RESOURCES GREENBRIER STATE FOREST ATTN: PARK SUPERINTENDENT HC30, BOX 154 CALDWELL, WV 24925-9709 536-1944

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\*811141433

505 E 31ST ST

ANDERSON IN

AMERICAN PLAYGROUND

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

46016

765-642-0288

Request for Quotation

DNR210066

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF KRISTA FERRELL 304-558-2596

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DIVISION OF NATURAL RESOURCES GREENBRIER STATE FOREST ATTN: PARK SUPERINTENDENT

ATTN: PARK SUPER HC30, BOX 154

CALDWELL, WV

24925-9709 536-1944

ATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHT TERMS 1/28/2009 NG DATE: 11/24/2009 BID OPENING TIME 01:30PM CAT NO. Æ QUANTITY UOP ITEM NUMBER AMOUNT UNIT PRICE ADDENDUM NO. 1 ISSUED TO REPLACE THE SPECIFICATIONS THIS ADDENDUM IS PER THE ATTACHED REVISED SPECIFICATIONS AND PRICING \$HEETS. \*\*\*\*\*\* END ADDENDUM NO. 1 LS **6**50-38 1 PLAYGROUND EQUIPMENT FOR GREENBRIER STATE PARK THIS IS THE END OF RFQ DNR210066 \*\*\*\*\* TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS: TELEPHONE 765 642 19.09 90 -ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

# DNR210066 Greenbrier State Forest PLAYGROUND EQUIPMENT SHEET

'lease complete the below information concerning the brand(s) of equipment being bid in relation to this project. If pidding inchor equal inch brands, please attach manufacturer's literature documenting that it meets the mandatory quirements stated in the specifications. Vendors should note the areas of the provided manufacturer's literature that adheres to the mandatory requirements outlined in the Request For Quotation.

m No.	Equipment	Manufacturer	Model	
1	American Playground All	American Playground	L 1015	
	Metal Senior Spiral Slide,			
	#L1015, or equal.			
2	American Playground All	American Playground	L 815	
	Metal Junior Spiral Slide,	Finerican Frayground	г 012	
	#L815, or equal.			
3	American Playground Finest	American Playground	M 1500	
	Merry-Go-Round, #M1500, or	· ·	11 1300	
	egual.		,	
4	American Playground See -	American Playground	WA 1002	
1 3000000000000000000000000000000000000	Saw, #WA1002, or equal.			
5	American Playground All	American Playground	APS 60035	
	Metal Modular Play Structure,		ALD 00033	
	# APS60035.			

## DNR210066 Greenbrier State Forest Playground Equipment PRICING SHEET

Item No.	Quantity	Description	Unit Price	Amount
1	1	American Playground All Metal Senior Spiral Slide, #L1015, or equal.	<b>\$ 9,</b> 910.00	\$ 8,910.00
2	1	American Playground All Metal Junior Spiral Slide, #L815, or equal.	\$ 6,832.00	\$ 6,832.00
3	1	American Playground Finest Merry- Go-Round, #M1500, or qual.	\$ 4,959.00	\$ 4,959.00
4	1	American Playground See - Saw, #WA1002, or equal.	\$ 960.00	\$ 960.00
5	1	American Playground All Metal Modular Play Structure, # APS60035, or equal.	\$32,552.00	\$32,552.00
		TOTALS	\$54,213.00	\$54,213.00



#### **GENERAL PRODUCT SPECIFICATIONS**

POWDER COAT FINISH: Shall be an electrostatic ally applied TGIC polyester powder. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0-5.0 mil thickness and oven cured between 375 to 400 degrees Fahrenheit, Pencil Hardness H (ASTM D-3363), Abrasion (ASTM1907), Impact (ASTMD-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-33549 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2242, Salt Sp[ray ASTMB-117 & Fathometer 300 hrs. with no loss of gloss), Over bake Stability 100% at 400 degrees Fahrenheit.

**PVC COATINGS:** Shall be an oven cured matte finish polyvinyl chloride (PVC) plastisol coating with a minimum coating thickness of 0.080". The plastisol coating shall have a hardness of Shore A 82-86 durometer range. This material is classed as "Self Extinguishing" and contains ultraviolet inhibitors to help prolong the life of the coating.

<u>COMPONENT STEEL TUBING:</u> All tubing used to manufacture components shall be electrical resistance welded, cold rolled, high strength steel. Properties of each size are listed below. The Exterior coating will consist of an in line hot-dipped uniform zinc galvanizing, chromate conversion, and acrylic over – coating. The interior coating will consist of special organic acrylic modified polyester:

<u>OUTSIDE</u>	INSIDE			
<u>DIAMETER</u>	DIAMETER	<u>GAUGE</u>	YIELD PSI	<b>TENSILE PSI</b>
1.660"	1.380"	-	50,000	55,000
1.900	1.600"	-	50,000	55,000
2.375"	2.107"	-	50,000	55,000
3.500"	3.068"	-	50,000	55,000
0.750"	0.652"	18	45,000	48,000
1.029"	0.8363"	14	50,000	55,000
1.315"	1.075"	12	60,000	75,000
1.660"	1.420"	11	60,000	75,000
1.900"	1.660"	11	60,000	75,000
2.375"	2.107"	10	50,000	55,000
5.000"	4.760"	11	45,000	48,000
	DIAMETER 1.660" 1.900 2.375" 3.500" 0.750" 1.029" 1.315" 1.660" 1.900" 2.375"	DIAMETER         DIAMETER           1.660"         1.380"           1.900         1.600"           2.375"         2.107"           3.500"         3.068"           0.750"         0.652"           1.029"         0.8363"           1.315"         1.075"           1.660"         1.420"           1.900"         1.660"           2.375"         2.107"	DIAMETER         DIAMETER         GAUGE           1.660"         1.380"         -           1.900         1.600"         -           2.375"         2.107"         -           3.500"         3.068"         -           0.750"         0.652"         18           1.029"         0.8363"         14           1.315"         1.075"         12           1.660"         1.420"         11           1.900"         1.660"         11           2.375"         2.107"         10	DIAMETER         DIAMETER         GAUGE         YIELD PSI           1.660"         1.380"         -         50,000           1.900         1.600"         -         50,000           2.375"         2.107"         -         50,000           3.500"         3.068"         -         50,000           0.750"         0.652"         18         45,000           1.029"         0.8363"         14         50,000           1.315"         1.075"         12         60,000           1.660"         1.420"         11         60,000           1.900"         1.660"         11         60,000           2.375"         2.107"         10         50,000

<u>HARDWARE:</u> All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be yellow dichromate plated steel, stainless steel, mechanically or powder coated/yellow dichromate plated steel. Yellow dichromate treatment includes an elector-deposited 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. Hardware shall be tamper resistant.

<u>ALUMINUM HEXAGONAL ROOF:</u> The Aluminum Hexagonal Roof panels shall be fabricated from .125" thick type 3003H14 aluminum with a minimum Tensile Strength of 22,000 psi and a minimum Yield Strength of 21,000 psi. This material shall meet or exceed the following specifications: ASTM B209, QQA

250/2. The roof assembly shall be a partially welded construction and shall be coated after fabrication with a formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

ARCHED ROOF: The Roof Supports Shall be fabricated from 5" outside diameter tubing, 1/8" wall thickness, extruded from 6000 Series aluminum alloy with a minimum Tensile Strength of 38,000 psi and minimum Yield Strength of 35,000 psi. This material shall meet or exceed the following specifications: ASTM-B221 and QQA-200/8. The shade canopy shall be fabricated from .048 thick aluminum with a ¼" hole perforation pattern. The roof shall directly bolt to the 4 uprights. The roof assembly shall be a partially welded construction and shall be coated after fabrication with a formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

METAL SLIDES STAINLESS STEEL SLIDES (SINGLE, DOUBLE, EXTRA WIDE, WAVE): The bedways shall be fabricated of .049" (18 gauge) type 304-2B stainless steel with a minimum Tensile Strength of 95,000 psi and a minimum Yield Strength of 40,000 psi. This material shall meet or exceed the following specifications: AMS 5513C, QQ-S-766 Amend, 1 Class, MIL-S-854 Amend. 4 Class 1. The bedway siderails shall be fabricated from American Playground's exclusive 14 gauge 1.375" wide by 4" deep steel "D" rail and shall be coated after fabrication with a formula of TGIC polyester powder coating in conformance with the specifications outlined herein. The lower end of the chute shall be formed to a radius so the exit end of the chute is nearly level to the ground to slow the user of landing, but still allow for water drainage. Specially designed 3" wide steel battens spaced every 14" apart shall support the bedway. The bedway of the double-wide slides shall be supported by 2" x ½" x 1/8" steel bar channel coated after fabrication with a formula of TGIC polyester powder coating in conformance with the specifications outlined herein spaced every 14" apart. The bedways for the Standard and Wave Slides shall be 18" wide with 4" high sides and the Double Slides shall be 36" or 40" wide with 4" high sides.

ALUMMINUM SPIRAL SLIDES: The chute shall be .125" thick type 3003H14 aluminum with a minimum Tensile Strength of 22,000 psi and a minimum Yield Strength of 21,000 psi. This material shall meet or exceed the following specifications: ASTM B209, QQA 250/2. The aluminum slide shall be coated with a TGIC polyester powder coating in conformance with the specifications outlined herein. Solid and continuous aluminum chute walls shall be .125" thick, reinforced by 1.0625" diameter safety railings. The sidewalls shall spiral from 9" to 16" high. The entry shall be 1/8" non-slip aluminum deck plate over 1/8" thick aluminum sheet formed with a 31" high safety enclosure. The support mast shall be one piece made of 5" Schedule 40 pipe (5.563 outside diameter and .258 wall). The chute exit shall be double wall construction.

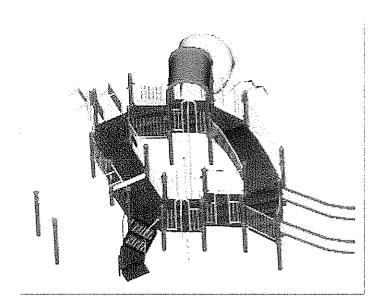
<u>L336 ALUMINUM SPIRAL SLIDE:</u> Chute shall be a one piece 90 degree aluminum spinning to eliminate chute sections, and the platform height shall be 36". The slide shall be fabricated in left and right hand turn models.

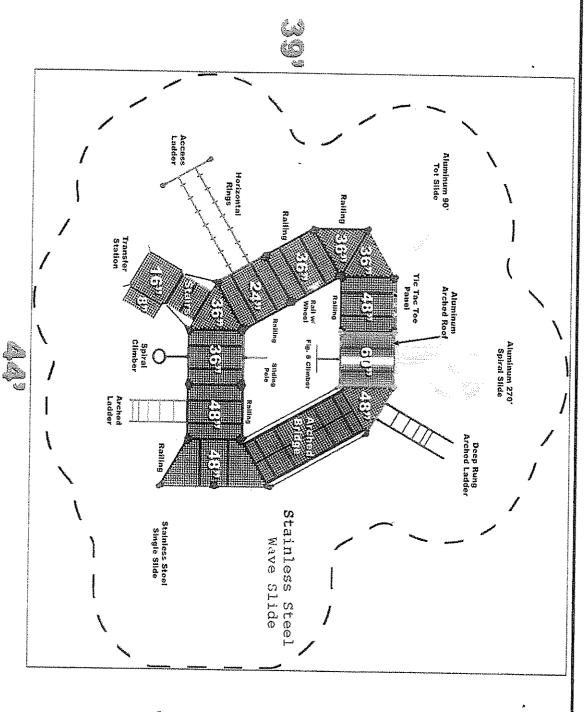
**L650 ALUMINUM SPIRAL SLIDE:** Chute shall be a one piece, 270 degree aluminum spinning to eliminate chute sections, and the platform height shall be 60". Freestanding slides shall be furnished with a single piece stairway, handrails, and a canopy.

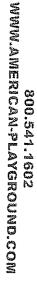
**L700 ALUMINUM SPIRAL SLIDE:** Chute shall be a one piece, 360 degree aluminum spinning to eliminate chute sections, and the platform height shall be 72". Freestanding slides shall be furnished with a single piece stairway, handrails, and a canopy



Capacity Weight Use Zone 55 Children 4,500lbs 48' x 39'







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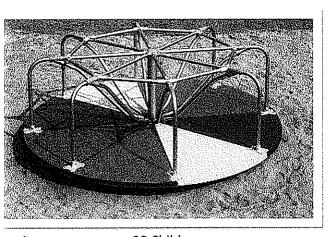


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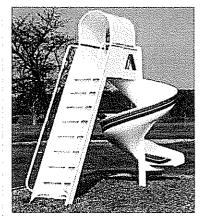
Elevated Play Components =

SCALEMEEL SCALEMEEL SCALEMENT 10

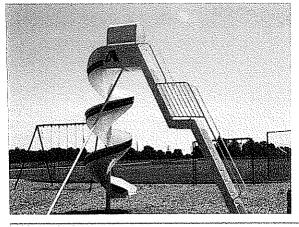
Use Zone



pacity eight e Zone 30 Children 1,100lbs 6' Diameter



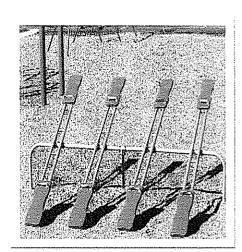
Platform Height 7'
Weight 757
Use Zone 22' x 15'



form Height ght

Zone

12' 1,115lbs 25' x 15'



Number of Seats 2
Weight 260lbs
Use Zone 18' x 22'



#### 15 YEAR LIMITED WARRANTY

Against 1) Structural failure due to corrosion And/or natural deterioration or 2) Manufacturing defects.

- \*For all Modular Structure Post
- \*For all Swing Set Castings
- \* For all Bicycle Racks
- \*For all Metal Components
- \*For all Metal Post used in Swings, Slides
- \*For all Merry-Go-Round Platforms and Handrails
- \*For all Aluminum and Stainless Steel Slide Bedways

#### **10 YEAR LIMITED WARRANTY**

Against 1) Structural failure due to corrosion And/or natural deterioration or 2) Manufacturing defects

\*For all Basketball Posts, Backboards and Rims

#### **5 YEAR LIMITED WARRANTY**

Against 1) Structural failure due to corrosion And/or natural deterioration or 2) Manufacturing defects

\*For all Modular PVC coated Decks

#### All warranties extended to Customer assume the Equipment, was/is:

- a. Installed in accordance with AP's instruction
- b. Maintained in compliance with AP's Maintenance Guide and Warranty

#### In addition to any other exclusion identified in the Agreement, all warranties expressly exclude:

- a. Cosmetic items such as fading, discoloration, dents, marring, weathering, normal wear and tear or damages such as warping, checking or twisting.
- b. Damage caused by abuse, neglect, misuse, vandalism or improper maintenance, ACTS OF GOD, NATURE, WAR OR CIVIL UPRISING.
- c. Damage caused by alteration or modification of Equipment by non-AP- authorized installer

The warranty period shall commence on the date the Equipment is installed by AP or if AP is not installing the Equipment, the date upon which Customer receives delivery of the Equipment. For a claim to be considered, any such claim shall include:

- 1) A legible photograph of the items(s) or condition(s) with Equipment that are the subject of the warranty claim(s)
- 2) Copies of all AP inspection checklists from installation sub-contractor
- 3) A copy of Final Invoice
- 4) A brief written statement explaining the warranty claim

#### **Terms of Sale**

Terms of any sale will be in accordance with the terms listed on the American Playground website.

www.american-playground.com



#### **ASTM & CPSC COMPLIANCE**

American Playground products are manufactured to ASTM and CPSC standards. All of our manufactured products are fully inspected before they leave our facility. Saving Lives and Keeping Families Safe is American Playground's number one priority.

The safety of each individual piece of playground equipment as well as the layout of the entire play area should be considered when designing or evaluating a playground for safety. There are several key factors to keep in mind when laying out a playground: Accessibility, Age separation, Conflicting activities, Sight lines, Signage and/or labeling. Because all playgrounds present some challenge and because children can be expected to use equipment in unintended and unanticipated ways, adult supervision is highly recommended.

On choosing playground surfacing American Playground always chooses ASTM approved Playground mulch. Loose-fill materials will compress at least 25% over time due to use and weathering. This must be considered when planning the playground surfacing. CPSC strongly recommends against installing playgrounds over hard surfaces, such as asphalt, concrete.

American Playground ensures that the users cannot ingest, inhale, or absorb potentially hazardous amounts of preservative chemicals or other treatments applied to the equipment as a result of contact with playground equipment. All of our paints and other similar finishes meet the current CPSC regulation for lead in paint (0.06% {600ppm} maximum lead by dry weight. American Playground recommends that all painted surfaces should be maintained to prevent corrosion and deterioration.

American Playground strongly encourages following all instructions from the manufacturer when assembling and installing equipment. After assembly and before its first use, equipment should be thoroughly inspected by a person qualified to inspect playgrounds for safety. American Playground has a certified installer in our facility that will be more than happy to answer any questions you may have when installing your playground structure.