

**INVITATION TO BID**

Bid Invitation Number: #166-2012

Date of Issue: 12/27/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **01/10/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Rm 338  
Lexington, KY 40507, (859) 258-3320**

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

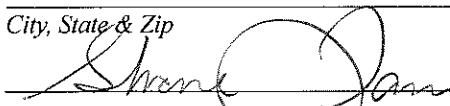
All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: Various LFUCG locations, Lexington, KY

Bid Security Required:  Yes  No      Performance Bond Required:  Yes  No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

<b>Commodity/Service</b>
<b>Outdoor Playground Equipment</b>
See specifications

<p style="text-align: center;"><b><u>Check One:</u></b></p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><b><u>Proposed Delivery:</u></b></p> <p><u>N/A</u> days after acceptance of bid.</p>
<p style="text-align: center;"><b><u>Procurement Card Usage</u></b></p> <p><input type="checkbox"/> Yes    The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>	

Submitted by: Lanier Plans Inc. dba Korkat  
*Firm*  
221 Cable Industrial Way  
*Address*  
Carrollton, GA 30117  
*City, State & Zip*  
  
Signature of Authorized Company Representative – Title  
Shane Lanier  
*Representative's Name (Typed or printed)*  
770-214-9322 x 101      770-214-9323  
*Area Code - Phone – Extension      Fax #*  
shanel@korkat.com  
*E-Mail Address*

***Bid must be signed:  
(original signature)***

***The Affidavit in this bid must be completed before your firm can be considered for award of this contract.***

**AFFIDAVIT**

Comes the Affiant, Shane Lanier, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Shane Lanier and he/she is the individual submitting the bid or is the authorized representative of

Lanier Plans, Inc. dba Korkat

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

  
\_\_\_\_\_

STATE OF Georgia

COUNTY OF Carroll

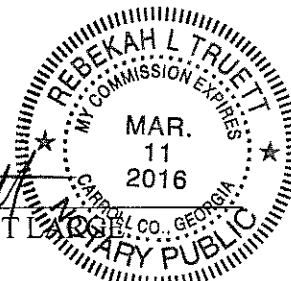
The foregoing instrument was subscribed, sworn to and acknowledged before me

by Shane Lanier on this the 7th day

of January, 2013

My Commission expires: March 11, 2016

  
NOTARY PUBLIC, STATE AT LARGE



***Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.***

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy  
Reduced energy costs without compromising quality or performance  
Reduced air pollution because fewer fossil fuels are burned  
Significant return on investment  
Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**“Bid on #166-2012 Outdoor Playground Equipment”**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources*

*within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the

contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

**III. Procurement Contract Bid Conditions**

- A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 2-1 year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
  
- B. Price Changes (**Space Checked Applies**)
  - (XXX) 1. See Section 6.5 of the specifications.
  - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - 3. Procurement Level Contract
  
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
  
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
  
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
  
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
  
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.



EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

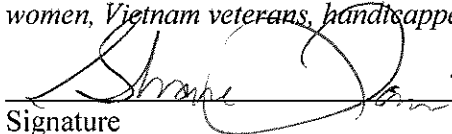
\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
Signature

Lanier Plans, Inc. dba Korkat  
Name of Business

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

---

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its

subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs

or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

#### Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Lexington-Fayette Urban County Government  
Division of Parks and Recreation  
Outdoor Playground Equipment

---

The Lexington-Fayette Urban County Government is accepting bids for the purpose of establishing a price contract for Outdoor Playground Equipment and Picnic Apparatus for the Division of Parks and Recreation, at various locations in Lexington, Kentucky, as per the following specifications.

**Section I**

**1.0 SCOPE AND CLASSIFICATION**

These specifications describe requirements of the Lexington-Fayette Urban County Government for Price Contracts for Outdoor Playground and Picnic (including open air shelters and bleachers) Apparatus only. Items such as lights, scoreboards, balls, bats, gloves, bases, cones, etc. will not be accepted.

**2.0 PUBLICATIONS**

No publications are applicable to these specifications.

**3.0 REQUIREMENTS**

3.1 Bids are solicited for all types of Outdoor Playground & Picnic Apparatus, including, but not limited to, wood and metal structures.

3.2 Price Contracts awarded on the basis of bids received shall be effective for a period of one (1) year from the date of acceptance by the Urban County Council. This agreement may be extended for two (2) (one-year additional terms) upon the written agreement of the bidder and the Director of Central Purchasing.

3.3 Each bidder shall submit, with his/her bid, a current catalog of equipment available and corresponding price sheets for that catalog. Failure of any bidder to submit material required by this section shall result in his/her bid being disqualified as non-responsive.

3.4 The bidder shall submit a sworn Statement of Certification to confirm that no products will be sold to the Lexington-Fayette Urban County Government to be used in its Division of Parks and Recreation unless the products meet or exceed the following minimal, acceptable specifications:

3.4.1 The products supplied must meet or exceed the U.S. Consumer Product Safety Commission Handbook for Public Playground Safety, Volumes I and II.

3.4.2 The products supplied must meet or exceed any other applicable local, state or federal regulations, laws, or ordinances including applicable standards established by OSHA, EPA or any other regulatory body.

3.4.3 The products supplied are subjected to a strict quality control program to assure that the quality of the design and materials used are in compliance with acceptable standards established by the industry.

3.5 The Lexington-Fayette Urban County Government shall have the right to enter bidder's premises at reasonable times for the purpose of auditing any records of the bidder to assure compliance with the terms of the contract.

3.6 Definition of Default

Bidder understands and agrees that the failure to comply with any issues stated herein shall constitute default under this Agreement.

#### **4.0 DELIVERY**

4.1 Bidder shall show on his/her bid maximum time for delivery of any equipment ordered from a Price Contract established in accordance with the specifications and conditions contained herein.

4.2 Any equipment ordered shall be shipped to the location specified on the order. Deliveries shall be made only between the hours of 8:00 a.m. and 4:00 p.m., local time, Monday through Friday.

4.3 The applicable Urban County Government Purchase Order must be shown on **ALL** invoices, packing slips and shipping documents.

4.4 Contractor shall notify the Division of Parks and Recreation representative who placed the order no later than 48 hours prior to delivery at (859) 288-2900.

4.5 Failure by the contractor to comply with instructions 4.3 and 4.4 may result in refusal by the Urban County Government to accept or unload equipment until requirements established in 4.3 and 4.4 have been met. In such an event, the Urban County Government accepts no responsibility for protection of the materials or for payment for unauthorized deliveries.

#### **5.0 TESTING AND INSPECTION**

5.1 Urban County Government personnel shall make such visual inspections and shall conduct any tests required to assure that equipment received conforms to the manufacturers specifications for that equipment.

5.2 Contractor shall replace, at no cost to the Urban County Government, any equipment, which is determined to be defective as a result of such inspections and testing.

5.3 All apparatus bid must conform to standards established by the Consumer Product Safety Commission.

5.4 Play equipment submitted for consideration shall be certified by the International Play Equipment Manufacturers Association or provide evidence from an independent testing laboratory that all products are compliant with ASTM F1487.

**6.0 NOTES**

- 6.1 Bidder shall show a percentage discount from the price shown on the price sheet. All sales made to the Urban County Government shall be made at the discounted price. If the price sheet shows multiple columns, Bidder shall identify the column to which the percentage discount shall apply.
- 6.2 Bidder shall show current freight rates. If a contract is awarded, bidder agrees to promptly inform the Lexington-Fayette Urban County Government when any change is made in freight rates. Current freight rates to Lexington, Kentucky are \$ 1,173 /cwt. The Lexington-Fayette Urban County Government reserves the right to select an alternate freight company other than the one offered by the vendor if it is in the best interest of the Lexington-Fayette Urban County Government.
- 6.3 The Urban County Government shall award a sufficient number of Price Contracts, based on these specifications, to assure that a sufficient variety of equipment is available, at fair prices, to meet requirements of park design and citizen participation in equipment selection.
- 6.4 Award of a Price Contract does not constitute a promise on the part of the Urban County Government to purchase any equipment. Any equipment that may be purchased by the Urban County Government shall be purchased at the Price Contract Price.
- 6.5 Contract prices may change only when a newly published price sheet supersedes an existing price sheet. The percentage discount shall remain constant for the term of the Price Contract. Contractor shall inform the Urban County Government, in writing, of any published revision to Price Sheets thirty (30) days prior to the effective date of such revision.
- 6.6 Bidder agrees to sell to the Urban County Government, in accordance with terms and conditions herein, any equipment that may be required at a discount of:
  - a. \$0 - \$5,000 10 % (insert percentage)
  - b. \$5,000 - \$10,000 12 % (insert percentage)
  - c. Above 10,000 13 % (insert percentage)  
from the price shown in column #                      (insert number)  
of the attached price sheet.

This section applies to any manufacturer that the bidder may represent. The cost breakdown shall remain the same when determining the percentage discount. If the bidder offers the same discount regardless of the manufacturer, prices should be shown above. If there are multiple discounts based on different manufacturers, bidder shall use the table provided (page 6).

- 6.7 All equipment ordered shall be delivered within 45 days from receipt of order.
- 6.8 Bidders shall bid a percentage discount from prices shown in current catalog. If, during the term of the contract, the catalog bid is suspended by a new catalog, the percentage discount shall apply to the new catalog.

**NOTES TO BIDDERS**

1.0 When submitting bids, please remember that companies you distribute for must be listed below. Do not submit a separate bid for each company represented.

2.0

<b>Manufacturers That You Represent</b>
Playland
Ultra Site
Webcoat
Superior Shade
Litchfield
ARC
Outdoor Safety Surfacing
Skyspan
Gared Sports Equipment
GT Bleachers

3.0 If a bid is submitted under the sales representative's name or a company name that represents a manufacturer, if the company goes out of business or the sales representative no longer represents the manufacturer, the Lexington-Fayette Urban County Government will not be able to purchase directly from the manufacturer.

4.0 Manufacturers may bid direct. If so, they should provide a list of authorized distributors. This would provide means of which LFUCG could purchase equipment when sales representatives or companies change.

For questions pertaining to specifications, contact Theresa Maynard, Buyer, Division of Central Purchasing at 859-258-3320 or [theresam@lexingtonky.gov](mailto:theresam@lexingtonky.gov).



Manufacturer	Cost Breakdown	Percentage of Discount
1. Playland	\$0 - \$5,000	10 % discount
	\$5,000 - \$10,000	12 % discount
	Above \$10,000	13 % discount
2. Ultra Site	\$0 - \$5,000	10 % discount
	\$5,000 - \$10,000	12 % discount
	Above \$10,000	13 % discount
3. Webcoat	\$0 - \$5,000	10 % discount
	\$5,000 - \$10,000	12 % discount
	Above \$10,000	13 % discount
4. Superior Shade	\$0 - \$5,000	10 % discount
	\$5,000 - \$10,000	12 % discount
	Above \$10,000	13 % discount
5. Litchfield	\$0 - \$5,000	10 % discount
	\$5,000 - \$10,000	12 % discount
	Above \$10,000	13 % discount
6. ARC	\$0 - \$5,000	10 % discount
	\$5,000 - \$10,000	12 % discount
	Above \$10,000	13 % discount
7. Outdoor Safety Surfacing	\$0 - \$5,000	10 % discount
	\$5,000 - \$10,000	12 % discount
	Above \$10,000	13 % discount
8. Skyspan	\$0 - \$5,000	10 % discount
	\$5,000 - \$10,000	12 % discount
	Above \$10,000	13 % discount
9. Gared Sports Equipment	\$0 - \$5,000	10 % discount
	\$5,000 - \$10,000	12 % discount
	Above \$10,000	13 % discount
10. GT Bleachers	\$0 - \$5,000	10 % discount
	\$5,000 - \$10,000	12 % discount
	Above \$10,000	13 % discount
11.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount
12.	\$0 - \$5,000	% discount
	\$5,000 - \$10,000	% discount
	Above \$10,000	% discount

## Playground Installation Bid – Section II

1. **DEMOLITION** with heavy equipment of existing playground: \$ 50 per man hour
2. **DEMOLITION** without heavy equipment of existing playground: \$ 50 per man hour
3. **INSTALLATION** of your play equipment as per manufacturer's specs: 28 % of cost of equipment (not including edging or safety surface). The Contractor shall include in price and be responsible for picking up the equipment from Owner's storage area at Masterson Station Park, 3051 Leestown Rd., Lexington, KY 40511 and providing safe and proper storage during installation. Contractor shall use temporary plastic fencing, employ security, or other means to protect work until final inspection and acceptance by Owner. If proper precautions are not taken, Contractor will be responsible for re-installing equipment properly at their cost. Contractor is also responsible for insuring that play does not occur on equipment until final acceptance by Owner. Owner guarantees inspection within 2 business days of notice of completion. Contractor is responsible for any lost, stolen or damaged equipment during installation
4. **EDGING:** 6" x 6" pressure treated timbers, stacked 2 high (12") with 24" #5 rebar into ground @ 4' o.c.:  
\$ 4.50 per LF
5. **EDGING:** 6" x 12" concrete header curb (set at elevation so that top of curb is flush with outside grade once backfilled and inside play area flush with top of wood chip safety surface) with 12 inch deep, integral-pour piers every 2-3 ft. – broom finish. \$ 30.00 per LF
6. **EDGING:** 6" x 12" concrete header curb (set at elevation so that top of curb is flush with outside grade once backfilled and inside play area flush with top of wood chip safety surface) with 12 inch deep, integral-pour piers every 2-3 ft. – stamped finish (top only). \$ 35.00 per LF
7. **SPREADING MULCH** safety surface evenly under equipment and throughout play area (mulch provided on-site by LFUCG): \$ 10.00 per cu. yd.
8. **GRADING/SITE LEVELING:** \$ No Bid per cu. yd. of earth (balanced cut/fill)
9. **DIRT HAULING:** (30 minute max. haul) \$ No Bid per cu. yd.
10. **SIDEWALK 4" BROOM FINISH (4000 PSI) CONCRETE** over 6" d.g.a.: \$ 54 per sq. yd.
11. **SIDEWALK 4" BROOM FINISH (4000 PSI) CONCRETE** over 6" d.g.a.:  
\$ 65 per sq. yd. with manufactures standard color admixture
12. **POURED IN PLACE RUBBER SURFACE** (see attached specification) over machine compacted dense grade aggregate  
\$ 8.89 per sq. ft.
13. **POURED IN PLACE RUBBER SURFACE** (see attached specification) over 3" asphalt and 6" compacted DGA

\$ 16 per sq. ft.

**14. POURED IN PLACE RUBBER SURFACE** (see attached specification) over 4" concrete and 6" compacted DGA

\$ 16 per sq. ft.

**15. KEYSTONE MODULAR RETAINING WALL OR EQUAL** (price to include manufacturers recommended base/footers for up to max. height of 48" and matching top row capstone glued in place.)

\$ No Bid per sq. ft. of wall face

**16. SILT FENCE:** Provided, installed (as per figure 11-21, LFUCG Stormwater Manual, attached at end of specifications) and maintained for duration of project and removed after new turf is at 90% coverage

\$ No Bid per sq. ft.

**17. SEEDING/STRAW:** (as per attached specification, see Section III, page 11 )

\$ No Bid per sq. ft.

## POURED IN PLACE PLAYGROUND SURFACE

**PART 1—General**  
**PART 2—Products**  
**PART 3—Execution**

**PART 1—GENERAL**

**1.0 SCOPE:**

The work described includes all labor, materials, equipment, and services necessary to install a poured in place resilient, seamless rubber playground surface.

**1.01 QUALITY ASSURANCE:**

- A. Qualifications
  - 1. **The manufacturer** shall have marketed this system in the United States for at least five years.
  - 2. The Applicator shall be trained and registered by **the manufacturer and have a minimum of five (5) years experience in installation of the specified product.**
  
- B. Design and Detailing
  - 1. General
    - a. **The playground surface material must be a product** utilized wherever an impact, absorbing cushioned surface is required.
  - 2. Substrate and Substrate Systems
    - a. Manufacturer must indicate specific instructions on substrate.
  - 3. Material must be acceptable for application to compacted stone.
  - 4. The Applicator shall verify that the proposed Substrate is acceptable with application of the **playground** surface.
  - 5. Substrate Systems shall be engineered with regard to structural performance.

**1.02 SUBMITTALS:**

- A. Applicator shall submit a 4" x 4" sample of the **playground surface material as it appears** finished.

**1.03 DELIVERY, STORAGE AND HANDLING:**

- A. Deliver all materials in original unopened packages with labels intact.
- B. Store all materials protected from weather and at temperature not less than 40 F (4C).

**1.04 JOB CONDITIONS:**

- A. Ambient air temperature shall be 40 F (4 C) or greater and rising time or per the manufacturers recommendation at the time of installation of the playground surface and shall remain at 40 F (4 C) or greater for at least 7 days after application.
- B. Adjacent materials and the playground surface shall be protected during installation while curing and/or unattended from weather and other damage.

### 1.05 ALTERNATES AND ALLOWANCES:

- A. Systems to be considered equal to those specified herein shall be approved by the owner, in writing, at least ten working days prior to the project bid date.

### 1.06 WARRANTY:

- A. Safety surface shall be warranted for labor and materials for a period of no less than three (3) years. Written warranty must be submitted by the surface manufacturer.

## PART 2 – PRODUCTS

### 2.01 GENERAL:

- A. All components of the playground surface shall be obtained from **the manufacturer** or its authorized distributors. No substitutions of, or additions of, other materials shall be submitted without prior written permission from **the manufacturer**.

### 2.02 MATERIALS:

- A. **Bidder must submit with the bid a list of all materials and product sheets including primer, binder, and rubber granule products.**
- B. **Colored rubber granules materials must be colorfast and resistant to fading.**
- C. **The playground surface:**
  - 1. Shall have been tested for shock attenuation under ASTM-F-1292 and HIC.
  - 2. Shall have been tested for non slip characteristics under ASTM-E303 and compliant with all requirements set forth in the Americans with Disabilities Act.
  - 3. Shall have been tested for ease of ignition under BS-5696 and ASTM-D-2859.
  - 4. Shall have been tested for fire resistancy under UL94.

### 2.03 MIXING AND PREPARATION:

- A. Mixture of binder and rubber granules and will be determined by the manufacturer and per the manufacturers direction.

## PART 3 – EXECUTION

### **3.01 INSPECTION:**

- A.** Prior to the application of the playground surface the Substrates shall be examined for compliance with the contract documents and manufacturers specifications. The General Contractor and owner shall be advised of all discrepancies. Work shall not proceed with until unsatisfactory conditions are corrected.

### **3.02 INSTALLATION:**

- A.** The playground surface shall be installed per the manufacturers specification using the process, tools, ratios, formulas, and drying times recommended. Safety surface must be seamless.
- B.** Surface edges shall be flush with edge of adjacent area. Surface shall be sloped to drain as indicated on plan.
- C.** Total depth of the surface shall be specified by the manufacturer according to fall height requirements. Manufacturer shall provide owner with a chart of surface thickness based on fall heights of the playground equipment as shown on the plan.

### **3.03 PROTECTION:**

- A.** Surface installation crew shall be responsible for the protection of safety surfacing the installation process. Owner shall be responsible for the protection for the surface during the curing period upon completion of the installation.

## **Seeding – Section III**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

##### **A. Section Includes:**

1. Seeding and Maintenance to establish new turf.

#### **1.2 DEFINITIONS**

A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.

B. Finish Grade: Elevation of finished surface of planting soil.

C. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

D. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks, (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

E. Planting soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

F. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

G. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

H. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

#### **1.3 SUBMITTALS**

A. Product Data: For each type of product indicated, including soils.

B. Certification of grass seed.

C. Product certificates.

## 1.4 QUALITY ASSURANCE

D. Installer's Field Supervision: Require installer to maintain an experienced full-time supervisor on Project site when work is in progress.

1. Pesticide Applicator: State licensed, commercial.

## 1.4 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

## 1.5 MAINTENANCE SERVICE

A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:

1. Seeded Turf: 30 days from date of **planting completion**.
  - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue good maintenance during next planting season.

## PART 2 – PRODUCTS

### SEED

Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.

Seed Species: State-certified seed of grass species as follows:

Full Sun: < **Jaguar Fescue** > or approved equal

Grass Seed Mix: At the owner's request, perennial ryegrass may be added to help establish a quick cover. A mix of no more than 15% by weight (1/4 lb per s.f.) of ryegrass may be added to the fescue.

Other cover grasses will be considered to establish cover during winter months when fescue seed does not germinate such as winter wheat or approved equal.

### INORGANIC SOIL AMENDMENTS

Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:

Class: T, with a minimum of 99 percent passing through No. 8 (2.36-mm) sieve and a minimum of 75 percent passing through No. 60 (0.25-mm) sieve.

Class: O, with a minimum of 95 percent passing through No. 8 (2.36-mm) sieve and a minimum of 55 percent passing through No. 60 (0.25-mm) sieve.

Apply lime @ a rate of 80 lbs per 1,000 s.f.



Sulfur: Granular, biodegradable, and containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 (3.35-mm) sieve and a maximum of 10 percent passing through no. 40 (0.425-mm) sieve.

Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

Aluminum Sulfate: Commercial grade, unadulterated.

Perlite: Horticultural perlite, soil amendment grade.

Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 (0.30-mm) sieve.

Sand: Clean, washed, natural or manufactured, and free of toxic materials.

Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.

Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

## **ORGANIC SOIL AMENDMENTS**

Compost: Well-composted, stable, and weed and pest free organic matter, pH rang of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through [**3/4 –inch (19-mm)**] sieve; soluble salt content of [**5 to 10**] decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture, with a pH range of 3.4 to 4.8.

Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.

Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

## **FERTILIZERS**

Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

Composition: 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

## PLANTING SOILS

Planting Soil: **Imported topsoil or manufactured topsoil from off-site sources; do not obtain from agricultural land, bogs or marshes.** Verify suitability of soil to produce viable planting soil. Clean soil of roots, plants, sod, stones, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster debris, and other extraneous materials harmful to plant growth.

## MULCHES

Straw Mulch: Provide air-dry, clean mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

Spread loosely with no mounding >3/4".

## PESTICIDES

General: Pesticide registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

### 3.1 TURF AREA PREPARATION

- A. **ALL** Newly Graded Subgrades: Loosen subgrade to a minimum depth of **6 inches**. Remove stones larger than **1 inch** in any dimension and sticks, roots, rubbish and other extraneous matter and legally dispose of them off Owner's property.
1. Apply **superphosphate** fertilizer directly to subgrade before loosening. Till soil to a homogeneous mixture of fine texture.
  2. Thoroughly blend planting soil off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.
  3. Spread planting soil to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
  4. Reduce elevation of planting soil to allow for soil thickness of sod.
- B. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus ½ inch (13 mm) of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit grading to areas that can be planted in the immediate future.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Owner's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading. Erect barriers to keep pedestrian and vehicular traffic off of areas to receive seed and cover.

### 3.2 SEEDING

- A. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in two directions at right angles to each other. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of **300 lbs/acre onsite**.
- C. Rake seed lightly into top 1/8 inch (3 mm) of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of **1 bale/ 1,000 s.f.** thin enough to expose approximately 50% of the soil surface. Spread by hand, blower, or other suitable equipment.

Anchor straw mulch by crimping into soil with suitable mechanical equipment.

- E. Protect seeded areas from hot, dry weather or drying winds by applying **compost mulch** within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of **3/16** inch, and roll surface smooth.

### 3.3 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
- B. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
  - 1. In areas where mulch has been displaced by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
  - 2. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduces hazards.
- C. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- D. Install and maintain temporary piping, hose, and turf watering equipment to convey water from sources and keep turf uniformly moist to a depth of 4".
  - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Place watering system so as to avoid walking over muddy or newly seeded areas.

2. Water turf with fine spray at a minimum rate of 1" per week unless rainfall precipitation is adequate.
- E. Mow new turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Do not delay mowing until grass blades lay over and become matted. Do not mow when grass is wet.

### 3.4 SATISFACTORY TURF

- A. Turf installation shall meet the following criteria as determined by owner:
1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding **90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.**
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.
- C. Final payment for this portion of the bid will be held until turf is established according to the previous specifications.
- D. Price shall include all associated costs for turf establishment.

# Material Safety Data Sheet



## Section 1. Product and Company Identification

**Product Name:** RUBBER TREE™ CARIBBEAN BLUE  
**Product Code:** CBRL/CBLUE  
**Effective Date:** 06/02/2010

**Manufacturer Information:** Colorbiotics  
1725 Dayton Avenue  
Ames, IA 50010  
Information Phone: 888-663-6980  
Information Phone: 515-663-6980

### Hazardous Material Information System III:

Health	1
Flammability	0
Physical Hazard	0
Personal Protection	B

**Emergency Phone:** Chemtrec (800) 424-9300 outside USA (703)527-3887

## Section 2. Hazard Identification

### Emergency Overview:

Mild liquid, prolonged contact may cause skin & eye irritation. Ingestion may cause gastric distress. Inhalation may cause irritation to respiratory tract. Hazard Symbols for this product - Xi. Risk Phrases - R36/37/38

### Potential Acute Health Effects:

**INHALATION:** None expected, however, certain individuals may experience minor nausea or headaches. Breathing airborne particles or dust from mixing, spraying, sanding, grinding, etc. may cause irritation to respiratory tract.

**SKIN:** None expected, however, prolonged contact may cause irritation.

**EYES:** Contact with eyes may cause irritation.

**INGESTION:** May cause gastric distress, vomiting and diarrhea.

**Carcinogenicity:** NTP? No IARC Monographs? No OSHA Regulated? No

## Section 3. Composition/Information on Ingredients

### Hazardous Components

### Occupational Exposure Limits

Component	CAS Number	OSHA PEL	ACGIH TLV	Weight Percent
Not applicable				

The remaining components of this product are non-hazardous or in small enough quantities as to not meet regulatory thresholds for disclosure. These components contain no substances or impurities which would influence the classification of this product.

## Section 4. First Aid Measures

**Inhalation:** Move to fresh air. Seek medical attention if irritation persists.

**Skin Contact:** Wash affected area with soap and water. Remove contaminated clothing and launder prior to reuse. If irritation persists, seek medical attention.

**Eye Contact:** Immediately flush eyes with water for at least 15 minutes while holding eyelids open. If irritation persists, seek medical attention.

**Ingestion:** Give two glasses of water for dilution. DO NOT induce vomiting. Never give anything by mouth to an unconscious person. Seek medical attention.

## Section 5. Fire Fighting Measures

**Flash Point (Method used):** Non-flammable

**Flammable Limits LEL:** Not applicable    **UEL:** Not applicable

**Autoignition Temperature:** Not determined

**NFPA Class:** None

**General Hazards:** Product is irritating to skin, eyes, and respiratory tract. Products of combustion include components of carbon, hydrogen and oxygen, including carbon monoxide. Heating above 177°C/350°F or in fire conditions, toxic decomposition products may be formed.

**Extinguishing Media:** Carbon dioxide, water fog, dry chemical, chemical foam.

**Fire Fighting Procedures:** Keep containers cool with water spray to prevent container rupture due to steam buildup. Contact with material may cause irritation to skin, eyes, and respiratory tract.

**Unusual Fire and Explosion Hazards:** None

**Hazardous Combustion Products:** Smoke, fumes or vapors, oxides of carbon.

## Section 6. Accidental Release Measures

**Spills and Leaks:** Contain the spill or leak to prevent discharges to surface streams or storm sewers. This material is a concentrated dye/pigment. Small quantities in contaminated water solutions will color large volumes.

**Clean-Up Procedures:** Collect spilled material with an inert absorbent such as sand or vermiculite. Place in properly labeled and closed container. Dispose of collected material according to federal, state, and local regulations.

## Section 7. Handling and Storage

**Precautions to be taken in handling and storage:** Keep container closed when not in use. Protect containers from abuse and extreme temperatures. Do not freeze. Keep this and other chemicals out of reach of children.

## Section 8. Exposure Control/Personal Protection

**Engineering Controls:** The use of local ventilation is recommended. No other special controls are indicated.

**Personal Protection:**

**RESPIRATORY PROTECTION:** No respiratory protection required under normal conditions of use. Use local exhaust to control excessive vapors/mist. If excessive vapors or mists persist, use appropriate NIOSH approved organic vapor/mist respirator.

**HANDS:** Protective gloves recommended for general protection.

**EYES:** Safety glasses recommended for general protection.

**OTHER PROTECTIVE CLOTHING OR EQUIPMENT:** Safety eyewash station nearby.

**WORK/HYGIENIC PRACTICES:** Practice safe workplace habits. Have safety showers and safety eyewash nearby.

## Section 9. Physical and Chemical Properties

<b>Odor</b>	Mild odor	<b>Vapor Density</b>	Heavier than air
<b>Appearance</b>	Viscous blue liquid	<b>Evaporation Rate</b>	Slower than water
<b>pH</b>	6.7-8.7	<b>Specific Gravity (H<sub>2</sub>O = 1)</b>	1.2-1.5 g/mL
<b>Melting/Freezing Point</b>	NA	<b>Solubility</b>	Dispersible

## Section 10. Stability and Reactivity

**Chemical Stability:** This material is chemically stable under normal storage and handling conditions.

**Conditions to Avoid:** Extreme temperatures.

**Hazardous Decomposition or Byproducts:** Decomposition will not occur if handled and stored properly. In case of a fire, oxides of carbon, hydrocarbons, fumes or vapors, and smoke may be produced. Avoid temperatures above 177°C/350°F, the onset of polymer decomposition. Toxic decomposition products may be formed.

**Hazardous Polymerization:** Is not known to occur.

**Conditions to avoid:** None.

**Incompatibility (Materials to avoid):** Strong oxidizers, strong acids.

## Section 11. Toxicological Information

Hazardous Components	CAS #	LD50 of Ingredient Species and Route	LC50 of Ingredient Species
Not Applicable			

## Section 12. Ecological Information

**Ecotoxicity:** No data available, however the material is not expected to have a deleterious toxic effect.

**Environmental Fate:** No data available regarding the environmental fate or biodegradation.

## Section 13. Disposal Considerations

**Waste Disposal Method:** Dispose of in accordance with local, state, and federal regulations. Do not discharge into lakes, ponds, streams, or public waters. Product is classified as non-hazardous; however non-hazardous materials may become hazardous waste upon contact with other products. Refer to 40 CFR 260-299 for complete waste disposal regulations. Consult your local, state, or federal agency before disposing of any chemicals. According to the European Waste Catalogue, waste codes are application specific and should be assigned by the user based on the application for which the product is used.

## Section 14. Transport Information

**DOT Classification:** Not regulated

**IMO/IMDG Classification:** Not regulated

**IATA Classification:** Not regulated

## Section 15. Regulatory Information

**TSCA (Toxic Substance Control Act):** All components of this product are listed on the US Toxic Substances Control Act Chemical Inventory (TSCA Inventory) or are exempted from listing because a Low Volume Exemption has been granted in accordance with 40 CFR 723.50.

**Sara Title III (Superfund Amendments and Reauthorization Act):**

311/312 Hazard Categories:

None

313 Reportable Ingredients:

None

**CERCLA (Comprehensive Response Compensations and Liability Act):**

None

**California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986:**

There are no reportable chemicals present known to the state of California to cause cancer or reproductive toxicity.

## Section 16. Other Information

The information is furnished without warranty, representation, inducement or license of any kind, except that it is accurate to the best of Colorbiotics knowledge. Because use conditions and applicable laws may differ from one location to another and may change with time, recipient is responsible for determining whether the information is appropriate for recipient's use. Since Colorbiotics has no control over how this information may be ultimately used, all liability is expressly disclaimed and Colorbiotics assumes no liability.



# Material Safety Data Sheet



## Section 1. Product and Company Identification

**Product Name:** RUBBER TREE™ DARK BROWN  
**Product Code:** CBRL/DARKBROWN  
**Effective Date:** 06/02/2010

**Manufacturer Information:** Colorbiotics  
1725 Dayton Avenue  
Ames, IA 50010  
Information Phone: 888-663-6980  
Information Phone: 515-663-6980

### Hazardous Material Information System III:

Health	1
Flammability	0
Physical Hazard	0
Personal Protection	B

**Emergency Phone:** Chemtrec (800) 424-9300 outside USA (703)527-3887

## Section 2. Hazard Identification

### Emergency Overview:

Mild liquid, prolonged contact may cause skin & eye irritation. Ingestion may cause gastric distress. Inhalation may cause irritation to respiratory tract. Hazard Symbols for this product - Xi. Risk Phrases - R36/37/38

### Potential Acute Health Effects:

**INHALATION:** None expected, however, certain individuals may experience minor nausea or headaches. Breathing airborne particles or dust from mixing, spraying, sanding, grinding, etc. may cause irritation to respiratory tract.

**SKIN:** None expected, however, prolonged contact may cause irritation.

**EYES:** Contact with eyes may cause irritation.

**INGESTION:** May cause gastric distress, vomiting and diarrhea.

**Carcinogenicity:** NTP? No IARC Monographs? No OSHA Regulated? No

## Section 3. Composition/Information on Ingredients

### Hazardous Components

### Occupational Exposure Limits

Component	CAS Number	OSHA PEL	ACGIH TLV	Weight Percent
Not applicable				

The remaining components of this product are non-hazardous or in small enough quantities as to not meet regulatory thresholds for disclosure. These components contain no substances or impurities which would influence the classification of this product.

## Section 4. First Aid Measures

**Inhalation:** Move to fresh air. Seek medical attention if irritation persists.

**Skin Contact:** Wash affected area with soap and water. Remove contaminated clothing and launder prior to reuse. If irritation persists, seek medical attention.

**Eye Contact:** Immediately flush eyes with water for at least 15 minutes while holding eyelids open. If irritation persists, seek medical attention.

**Ingestion:** Give two glasses of water for dilution. DO NOT induce vomiting. Never give anything by mouth to an unconscious person. Seek medical attention.

## Section 5. Fire Fighting Measures

**Flash Point (Method used):** Non-flammable

**Flammable Limits LEL:** Not applicable    **UEL:** Not applicable

**Autoignition Temperature:** Not determined

**NFPA Class:** None

**General Hazards:** Product is irritating to skin, eyes, and respiratory tract. Products of combustion include components of carbon, hydrogen and oxygen, including carbon monoxide. Heating above 177°C/350°F or in fire conditions, toxic decomposition products may be formed.

**Extinguishing Media:** Carbon dioxide, water fog, dry chemical, chemical foam.

**Fire Fighting Procedures:** Keep containers cool with water spray to prevent container rupture due to steam buildup. Contact with material may cause irritation to skin, eyes, and respiratory tract.

**Unusual Fire and Explosion Hazards:** None

**Hazardous Combustion Products:** Smoke, fumes or vapors, oxides of carbon.

## Section 6. Accidental Release Measures

**Spills and Leaks:** Contain the spill or leak to prevent discharges to surface streams or storm sewers. This material is a concentrated dye/pigment. Small quantities in contaminated water solutions will color large volumes.

**Clean-Up Procedures:** Collect spilled material with an inert absorbent such as sand or vermiculite. Place in properly labeled and closed container. Dispose of collected material according to federal, state, and local regulations.

## Section 7. Handling and Storage

**Precautions to be taken in handling and storage:** Keep container closed when not in use. Protect containers from abuse and extreme temperatures. Do not freeze. Keep this and other chemicals out of reach of children.

## Section 8. Exposure Control/Personal Protection

**Engineering Controls:** The use of local ventilation is recommended. No other special controls are indicated.

**Personal Protection:**

**RESPIRATORY PROTECTION:** No respiratory protection required under normal conditions of use. Use local exhaust to control excessive vapors/mist. If excessive vapors or mists persist, use appropriate NIOSH approved organic vapor/mist respirator.

**HANDS:** Protective gloves recommended for general protection.

**EYES:** Safety glasses recommended for general protection.

**OTHER PROTECTIVE CLOTHING OR EQUIPMENT:** Safety eyewash station nearby.

**WORK/HYGIENIC PRACTICES:** Practice safe workplace habits. Have safety showers and safety eyewash nearby.

## Section 9. Physical and Chemical Properties

Odor	Mild odor	Vapor Density	Heavier than air
Appearance	Viscous brown liquid	Evaporation Rate	Slower than water
pH	6.5-9.0	Specific Gravity (H <sub>2</sub> O = 1)	1.3-1.6 g/mL
Melting/Freezing Point	NA	Solubility	Dispersible

## Section 10. Stability and Reactivity

**Chemical Stability:** This material is chemically stable under normal storage and handling conditions.

**Conditions to Avoid:** Extreme temperatures.

**Hazardous Decomposition or Byproducts:** Decomposition will not occur if handled and stored properly. In case of a fire, oxides of carbon, hydrocarbons, fumes or vapors, and smoke may be produced. Avoid temperatures above 177°C/350°F, the onset of polymer decomposition. Toxic decomposition products may be formed.

**Hazardous Polymerization:** Is not known to occur.

**Conditions to avoid:** None.

**Incompatibility (Materials to avoid):** Strong oxidizers, strong acids.

## Section 11. Toxicological Information

Hazardous Components	CAS #	LD50 of Ingredient Species and Route	LC50 of Ingredient Species
Not applicable			

## Section 12. Ecological Information

**Ecotoxicity:** No data available, however the material is not expected to have a deleterious toxic effect.

**Environmental Fate:** No data available regarding the environmental fate or biodegradation.

## Section 13. Disposal Considerations

**Waste Disposal Method:** Dispose of in accordance with local, state, and federal regulations. Do not discharge into lakes, ponds, streams, or public waters. Product is classified as non-hazardous; however non-hazardous materials may become hazardous waste upon contact with other products. Refer to 40 CFR 260-299 for complete waste disposal regulations. Consult your local, state, or federal agency before disposing of any chemicals. According to the European Waste Catalogue, waste codes are application specific and should be assigned by the user based on the application for which the product is used.

## Section 14. Transport Information

**DOT Classification:** Not regulated

**IMO/IMDG Classification:** Not regulated

**IATA Classification:** Not regulated

## Section 15. Regulatory Information

**TSCA (Toxic Substance Control Act):** All components of this product are listed on the US Toxic Substances Control Act Chemical Inventory (TSCA Inventory) or are exempted from listing because a Low Volume Exemption has been granted in accordance with 40 CFR 723.50.

**Sara Title III (Superfund Amendments and Reauthorization Act):**

311/312 Hazard Categories:

None

313 Reportable Ingredients:

None

**CERCLA (Comprehensive Response Compensations and Liability Act):**

None

**California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986:**

There are no reportable chemicals present known to the state of California to cause cancer or reproductive toxicity.

## Section 16. Other Information

The information is furnished without warranty, representation, inducement or license of any kind, except that it is accurate to the best of Colorbiotics knowledge. Because use conditions and applicable laws may differ from one location to another and may change with time, recipient is responsible for determining whether the information is appropriate for recipient's use. Since Colorbiotics has no control over how this information may be ultimately used, all liability is expressly disclaimed and Colorbiotics assumes no liability.

# Material Safety Data Sheet



## Section 1. Product and Company Identification

**Product Name:** RUBBER TREE™ EMERALD GREEN  
**Product Code:** CBRL/EGREEN  
**Effective Date:** 06/02/2010

**Manufacturer Information:** Colorbiotics  
1725 Dayton Avenue  
Ames, IA 50010  
Information Phone: 888-663-6980  
Information Phone: 515-663-6980

### Hazardous Material Information System III:

Health	1
Flammability	0
Physical Hazard	0
Personal Protection	B

**Emergency Phone:** Chemtrec (800) 424-9300 outside USA (703)527-3887

## Section 2. Hazard Identification

### Emergency Overview:

Mild liquid, prolonged contact may cause skin & eye irritation. Ingestion may cause gastric distress. Inhalation may cause irritation to respiratory tract. Hazard Symbols for this product - Xi. Risk Phrases - R36/37/38

### Potential Acute Health Effects:

**INHALATION:** None expected, however, certain individuals may experience minor nausea or headaches. Breathing airborne particles or dust from mixing, spraying, sanding, grinding, etc. may cause irritation to respiratory tract.

**SKIN:** None expected, however, prolonged contact may cause irritation.

**EYES:** Contact with eyes may cause irritation.

**INGESTION:** May cause gastric distress, vomiting and diarrhea.

**Carcinogenicity:** NTP? No IARC Monographs? No OSHA Regulated? No

## Section 3. Composition/Information on Ingredients

### Hazardous Components

### Occupational Exposure Limits

Component	CAS Number	OSHA PEL	ACGIH TLV	Weight Percent
Not applicable				

The remaining components of this product are non-hazardous or in small enough quantities as to not meet regulatory thresholds for disclosure. These components contain no substances or impurities which would influence the classification of this product.

## Section 4. First Aid Measures

**Inhalation:** Move to fresh air. Seek medical attention if irritation persists.

**Skin Contact:** Wash affected area with soap and water. Remove contaminated clothing and launder prior to reuse. If irritation persists, seek medical attention.

**Eye Contact:** Immediately flush eyes with water for at least 15 minutes while holding eyelids open. If irritation persists, seek medical attention.

**Ingestion:** Give two glasses of water for dilution. DO NOT induce vomiting. Never give anything by mouth to an unconscious person. Seek medical attention.

## Section 5. Fire Fighting Measures

**Flash Point (Method used):** Non-flammable

**Flammable Limits LEL:** Not applicable    **UEL:** Not applicable

**Autoignition Temperature:** Not determined

**NFPA Class:** None

**General Hazards:** Product is irritating to skin, eyes, and respiratory tract. Products of combustion include components of carbon, hydrogen and oxygen, including carbon monoxide. Heating above 177°C/350°F or in fire conditions, toxic decomposition products may be formed.

**Extinguishing Media:** Carbon dioxide, water fog, dry chemical, chemical foam.

**Fire Fighting Procedures:** Keep containers cool with water spray to prevent container rupture due to steam buildup. Contact with material may cause irritation to skin, eyes, and respiratory tract.

**Unusual Fire and Explosion Hazards:** None

**Hazardous Combustion Products:** Smoke, fumes or vapors, oxides of carbon.

## Section 6. Accidental Release Measures

**Spills and Leaks:** Contain the spill or leak to prevent discharges to surface streams or storm sewers. This material is a concentrated dye/pigment. Small quantities in contaminated water solutions will color large volumes.

**Clean-Up Procedures:** Collect spilled material with an inert absorbent such as sand or vermiculite. Place in properly labeled and closed container. Dispose of collected material according to federal, state, and local regulations.

## Section 7. Handling and Storage

**Precautions to be taken in handling and storage:** Keep container closed when not in use. Protect containers from abuse and extreme temperatures. Do not freeze. Keep this and other chemicals out of reach of children.

## Section 8. Exposure Control/Personal Protection

**Engineering Controls:** The use of local ventilation is recommended. No other special controls are indicated.

**Personal Protection:**

**RESPIRATORY PROTECTION:** No respiratory protection required under normal conditions of use. Use local exhaust to control excessive vapors/mist. If excessive vapors or mists persist, use appropriate NIOSH approved organic vapor/mist respirator.

**HANDS:** Protective gloves recommended for general protection.

**EYES:** Safety glasses recommended for general protection.

**OTHER PROTECTIVE CLOTHING OR EQUIPMENT:** Safety eyewash station nearby.

**WORK/HYGIENIC PRACTICES:** Practice safe workplace habits. Have safety showers and safety eyewash nearby.

## Section 9. Physical and Chemical Properties

<b>Odor</b>	Mild odor	<b>Vapor Density</b>	Heavier than air
<b>Appearance</b>	Viscous green liquid	<b>Evaporation Rate</b>	Slower than water
<b>pH</b>	6.5-9.0	<b>Specific Gravity (H<sub>2</sub>O = 1)</b>	1.3-1.6 g/mL
<b>Melting/Freezing Point</b>	NA	<b>Solubility</b>	Dispersible

## Section 10. Stability and Reactivity

**Chemical Stability:** This material is chemically stable under normal storage and handling conditions.

**Conditions to Avoid:** Extreme temperatures.

**Hazardous Decomposition or Byproducts:** Decomposition will not occur if handled and stored properly. In case of a fire, oxides of carbon, hydrocarbons, fumes or vapors, and smoke may be produced. Avoid temperatures above 177°C/350°F, the onset of polymer decomposition. Toxic decomposition products may be formed.

**Hazardous Polymerization:** Is not known to occur.

**Conditions to avoid:** None.

**Incompatibility (Materials to avoid):** Strong oxidizers, strong acids.

## Section 11. Toxicological Information

<b>Hazardous Components</b>	<b>CAS #</b>	<b>LD50 of Ingredient Species and Route</b>	<b>LC50 of Ingredient Species</b>
Not Applicable			

## Section 12. Ecological Information

**Ecotoxicity:** No data available, however the material is not expected to have a deleterious toxic effect.

**Environmental Fate:** No data available regarding the environmental fate or biodegradation.

## Section 13. Disposal Considerations

**Waste Disposal Method:** Dispose of in accordance with local, state, and federal regulations. Do not discharge into lakes, ponds, streams, or public waters. Product is classified as non-hazardous; however non-hazardous materials may become hazardous waste upon contact with other products. Refer to 40 CFR 260-299 for complete waste disposal regulations. Consult your local, state, or federal agency before disposing of any chemicals. According to the European Waste Catalogue, waste codes are application specific and should be assigned by the user based on the application for which the product is used.

## Section 14. Transport Information

**DOT Classification:** Not regulated

**IMO/IMDG Classification:** Not regulated

**IATA Classification:** Not regulated

## Section 15. Regulatory Information

**TSCA (Toxic Substance Control Act):** All components of this product are listed on the US Toxic Substances Control Act Chemical Inventory (TSCA Inventory) or are exempted from listing because a Low Volume Exemption has been granted in accordance with 40 CFR 723.50.

**Sara Title III (Superfund Amendments and Reauthorization Act):**

311/312 Hazard Categories:

None

313 Reportable Ingredients:

None

**CERCLA (Comprehensive Response Compensations and Liability Act):**

None

**California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986:**

There are no reportable chemicals present known to the state of California to cause cancer or reproductive toxicity.

## Section 16. Other Information

The information is furnished without warranty, representation, inducement or license of any kind, except that it is accurate to the best of Colorbiotics knowledge. Because use conditions and applicable laws may differ from one location to another and may change with time, recipient is responsible for determining whether the information is appropriate for recipient's use. Since Colorbiotics has no control over how this information may be ultimately used, all liability is expressly disclaimed and Colorbiotics assumes no liability.



# Material Safety Data Sheet



## Section 1. Product and Company Identification

**Product Name:** RUBBER TREE™ BRICK RED  
**Product Code:** CBRL/BRICKRED  
**Effective Date:** 06/02/2010

**Manufacturer Information:** Colorbiotics  
1725 Dayton Avenue  
Ames, IA 50010  
Information Phone: 888-663-6980  
Information Phone: 515-663-6980

### Hazardous Material Information System III:

Health	1
Flammability	0
Physical Hazard	0
Personal Protection	B

**Emergency Phone:** Chemtrec (800) 424-9300 outside USA (703)527-3887

## Section 2. Hazard Identification

### Emergency Overview:

Mild liquid, prolonged contact may cause skin & eye irritation. Ingestion may cause gastric distress. Inhalation may cause irritation to respiratory tract. Hazard Symbols for this product - Xi. Risk Phrases - R36/37/38

### Potential Acute Health Effects:

**INHALATION:** None expected, however, certain individuals may experience minor nausea or headaches. Breathing airborne particles or dust from mixing, spraying, sanding, grinding, etc. may cause irritation to respiratory tract.

**SKIN:** None expected, however, prolonged contact may cause irritation.

**EYES:** Contact with eyes may cause irritation.

**INGESTION:** May cause gastric distress, vomiting and diarrhea.

**Carcinogenicity:** NTP? No IARC Monographs? No OSHA Regulated? No

## Section 3. Composition/Information on Ingredients

### Hazardous Components

### Occupational Exposure Limits

Component	CAS Number	OSHA PEL	ACGIH TLV	Weight Percent
Not applicable				

The remaining components of this product are non-hazardous or in small enough quantities as to not meet regulatory thresholds for disclosure. These components contain no substances or impurities which would influence the classification of this product.

## Section 4. First Aid Measures

**Inhalation:** Move to fresh air. Seek medical attention if irritation persists.

**Skin Contact:** Wash affected area with soap and water. Remove contaminated clothing and launder prior to reuse. If irritation persists, seek medical attention.

**Eye Contact:** Immediately flush eyes with water for at least 15 minutes while holding eyelids open. If irritation persists, seek medical attention.

**Ingestion:** Give two glasses of water for dilution. DO NOT induce vomiting. Never give anything by mouth to an unconscious person. Seek medical attention.

## Section 5. Fire Fighting Measures

**Flash Point (Method used):** Non-flammable

**Flammable Limits LEL:** Not applicable    **UEL:** Not applicable

**Autoignition Temperature:** Not determined

**NFPA Class:** None

**General Hazards:** Product is irritating to skin, eyes, and respiratory tract. Products of combustion include components of carbon, hydrogen and oxygen, including carbon monoxide. Heating above 177°C/350°F or in fire conditions, toxic decomposition products may be formed.

**Extinguishing Media:** Carbon dioxide, water fog, dry chemical, chemical foam.

**Fire Fighting Procedures:** Keep containers cool with water spray to prevent container rupture due to steam buildup. Contact with material may cause irritation to skin, eyes, and respiratory tract.

**Unusual Fire and Explosion Hazards:** None

**Hazardous Combustion Products:** Smoke, fumes or vapors, oxides of carbon.

## Section 6. Accidental Release Measures

**Spills and Leaks:** Contain the spill or leak to prevent discharges to surface streams or storm sewers. This material is a concentrated dye/pigment. Small quantities in contaminated water solutions will color large volumes.

**Clean-Up Procedures:** Collect spilled material with an inert absorbent such as sand or vermiculite. Place in properly labeled and closed container. Dispose of collected material according to federal, state, and local regulations.

## Section 7. Handling and Storage

**Precautions to be taken in handling and storage:** Keep container closed when not in use. Protect containers from abuse and extreme temperatures. Do not freeze. Keep this and other chemicals out of reach of children.

## Section 8. Exposure Control/Personal Protection

**Engineering Controls:** The use of local ventilation is recommended. No other special controls are indicated.

**Personal Protection:**

**RESPIRATORY PROTECTION:** No respiratory protection required under normal conditions of use. Use local exhaust to control excessive vapors/mist. If excessive vapors or mists persist, use appropriate NIOSH approved organic vapor/mist respirator.

**HANDS:** Protective gloves recommended for general protection.

**EYES:** Safety glasses recommended for general protection.

**OTHER PROTECTIVE CLOTHING OR EQUIPMENT:** Safety eyewash station nearby.

**WORK/HYGIENIC PRACTICES:** Practice safe workplace habits. Have safety showers and safety eyewash nearby.

## Section 9. Physical and Chemical Properties

<b>Odor</b>	Mild odor	<b>Vapor Density</b>	Heavier than air
<b>Appearance</b>	Viscous red liquid	<b>Evaporation Rate</b>	Slower than water
<b>pH</b>	6.9-8.9	<b>Specific Gravity (H<sub>2</sub>O = 1)</b>	1.3-1.6 g/mL
<b>Melting/Freezing Point</b>	NA	<b>Solubility</b>	Dispersible

## Section 10. Stability and Reactivity

**Chemical Stability:** This material is chemically stable under normal storage and handling conditions.

**Conditions to Avoid:** Extreme temperatures.

**Hazardous Decomposition or Byproducts:** Decomposition will not occur if handled and stored properly. In case of a fire, oxides of carbon, hydrocarbons, fumes or vapors, and smoke may be produced. Avoid temperatures above 177°C/350°F, the onset of polymer decomposition. Toxic decomposition products may be formed.

**Hazardous Polymerization:** Is not known to occur.

**Conditions to avoid:** None.

**Incompatibility (Materials to avoid):** Strong oxidizers, strong acids.

## Section 11. Toxicological Information

Hazardous Components	CAS #	LD50 of Ingredient Species and Route	LC50 of Ingredient Species
Not applicable			

## Section 12. Ecological Information

**Ecotoxicity:** No data available, however the material is not expected to have a deleterious toxic effect.

**Environmental Fate:** No data available regarding the environmental fate or biodegradation.

## Section 13. Disposal Considerations

**Waste Disposal Method:** Dispose of in accordance with local, state, and federal regulations. Do not discharge into lakes, ponds, streams, or public waters. Product is classified as non-hazardous; however non-hazardous materials may become hazardous waste upon contact with other products. Refer to 40 CFR 260-299 for complete waste disposal regulations. Consult your local, state, or federal agency before disposing of any chemicals. According to the European Waste Catalogue, waste codes are application specific and should be assigned by the user based on the application for which the product is used.

## Section 14. Transport Information

**DOT Classification:** Not regulated

**IMO/IMDG Classification:** Not regulated

**IATA Classification:** Not regulated

## Section 15. Regulatory Information

**TSCA (Toxic Substance Control Act):** All components of this product are listed on the US Toxic Substances Control Act Chemical Inventory (TSCA Inventory) or are exempted from listing because a Low Volume Exemption has been granted in accordance with 40 CFR 723.50.

**Sara Title III (Superfund Amendments and Reauthorization Act):**

311/312 Hazard Categories:

None

313 Reportable Ingredients:

None

**CERCLA (Comprehensive Response Compensations and Liability Act):**

None

**California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986:**

There are no reportable chemicals present known to the state of California to cause cancer or reproductive toxicity.

## Section 16. Other Information

The information is furnished without warranty, representation, inducement or license of any kind, except that it is accurate to the best of Colorbiotics knowledge. Because use conditions and applicable laws may differ from one location to another and may change with time, recipient is responsible for determining whether the information is appropriate for recipient's use. Since Colorbiotics has no control over how this information may be ultimately used, all liability is expressly disclaimed and Colorbiotics assumes no liability.

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 1 of 8

## 1 PRODUCT AND COMPANY IDENTIFICATION

### Manufacturer

Advanced Polymer Technology  
P.O. Box 160  
109 Conica Lane  
Harmony, PA 16037

**Contact:** Senior Chemist  
**Telephone Number:** 724-452-1330  
**FAX Number:** 724-452-1703  
**E-Mail:** info@advpolytech.com  
**Web:** www.advpolytech.com

**Product Name:** QUALIPUR 3401  
**Revision Date:** 02/12/2010  
**MSDS Number:** 7221  
**Chemical Family:** Aromatic Isocyanate Prepolymer

This product is hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200.  
Transportation emergency phone number: Chemtel 800-255-3924

## 2 HAZARDS IDENTIFICATION

**Route of Entry:** Inhalation, eye and skin contact.

**Target Organs:** Eyes; Respiratory System; Skin;

**Inhalation:** ACUTE EXPOSURE: MDI vapors or mist at concentrations above the TLV can irritate (burning sensation) the mucous membranes in the respiratory tract (nose, throat, lungs) causing runny nose, sore throat, coughing, chest discomfort, shortness of breath and reduced lung function (breathing obstruction). Individuals with a pre-existing, non-specific bronchial hyperreactivity can respond to concentrations below the TLV with similar symptoms as well as asthma attack. Exposure well above the TLV may lead to bronchitis, bronchial spasm and pulmonary edema (fluid in lungs). These effects are usually reversible. Chemical or hypersensitive pneumonitis, with flu-like symptoms (e.g., fever, chills) has also been reported. These symptoms can be delayed up to several hours after exposure.  
CHRONIC EXPOSURE: As a result of previous repeated overexposures or a single large dose, certain individuals develop isocyanate sensitization (chemical asthma) which will cause them to react to a later isocyanate exposure at levels well below the TLV. These symptoms, which can include chest tightness, wheezing, cough, shortness of breath or asthma attack, could be immediate or delayed (up to several hours after exposure). Similar to many non-specific asthmatic responses, there are reports that once sensitized, an individual can experience these symptoms upon exposure to dust, cold air or other irritants. This increased lung sensitivity can persist for weeks and in severe cases for several years. Overexposure to isocyanates has also been reported to cause lung damage (including decrease in lung function) which may be permanent. Sensitization can either be temporary or permanent.

**Skin Contact:** ACUTE EXPOSURE: Isocyanates react with skin protein and moisture and can cause irritation which may include the following symptoms: reddening, swelling, rash, scaling or blistering. Cured material is difficult to remove.  
CHRONIC EXPOSURE: Prolonged contact can cause reddening, swelling, rash, scaling, blistering, and in some cases, skin sensitization. Individuals who have developed a skin sensitization can develop these symptoms as a result of contact with very small amounts of liquid

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 2 of 8

material or as a result of exposure to vapor.

**Eye Contact:** ACUTE EXPOSURE: Liquid, aerosols or vapors are irritating and can cause tearing, reddening and swelling. If left untreated, corneal damage can occur and injury is slow to heal. However, damage is usually reversible.  
CHRONIC EXPOSURE: None found.

**Ingestion:** ACUTE EXPOSURE: Can result in irritation and corrosive action in the mouth, stomach tissue and digestive tract. Symptoms can include sore throat, abdominal pain, nausea, vomiting and diarrhea.  
CHRONIC EXPOSURE: None found.

### 3 COMPOSITION/INFORMATION ON INGREDIENTS

Ingredients:

Cas #	Chemical Name	Perc.
25322694	Polypropylene glycols	40-60%
26447405	Benzene, 1,1'-methylenebis[isocyanato-	15-25%
101688	4,4'-Methylenediphenyl diisocyanate	10-20%
8001227	Soybean oil	1-2%
64742467	Distillates, petroleum, hydrotreated midd	4-10%

OSHA Regulatory Status:

This MSDS Contains valuable information critical to the safe handling and proper use of this product. This MSDS should be retained and available for employees and other users of this product.

### 4 FIRST AID MEASURES

**Inhalation:** Move to an area free from risk of further exposure. Administer oxygen or artificial respiration as needed. Obtain medical attention. Asthmatic-type symptoms may develop and may be immediate or delayed up to several hours. Consult physician should this occur.

**Skin Contact:** Remove contaminated clothing. Wash affected skin thoroughly with soap and water. Wash contaminated clothing thoroughly before reuse. For severe exposures get under safety shower after removing clothing, then get medical attention. For lesser exposure, seek medical attention if irritation develops or persists after the area is washed.

**Eye Contact:** Flush with copious amounts of lukewarm water for at least 15 minutes, holding eyelids open at all times. Refer individual to physician or ophthalmologist for immediate follow-up.

**Ingestion:** DO NOT INDUCE VOMITING. Give 1 to 2 cups of milk or water to drink. DO NOT GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON. Get prompt, qualified medical attention.

### 5 FIRE FIGHTING MEASURES

**Flash Point:** 388 DEG F (198 DEG C)  
**Flash Point Method:** DIN 51758

Dry chemical (e.g. monoammonium phosphate, potassium sulfate, and potassium chloride), carbon dioxide, high expansion (proteinic) chemical foam, water spray for large fires. Full emergency equipment with self-contained breathing apparatus and full protective clothing should be worn by fire fighters. During a fire, vapors and other irritating, highly toxic gases may be generated by thermal decomposition or combustion. At temperatures greater than 400 DEG F (204 DEG C), this product can be polymerized and decompose which can cause pressure build-up in closed containers. Explosive rupture is possible. Therefore, use cold water to cool fire-exposed containers.

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 3 of 8

## 6 ACCIDENTAL RELEASE MEASURES

Cover the spill with sawdust, vermiculite, Fuller's earth or other absorbent material. Pour decontamination solution over spill area and allow to react for at least 10 minutes. Collect material in open containers and add further amounts of decontamination solution. Remove containers to safe place, cover loosely, and allow to stand for 24 to 48 hours. Wash down area with decontamination solutions. Decontamination solutions: non-ionic surfactant Union Carbide's Tergitol TMN-10 (20%) and water (80%); concentrated ammonia (3-8%), detergent (2%) and water (90-95%). Respiratory protection is recommended during spill clean-up.

## 7 HANDLING AND STORAGE

**Handling Precautions:** Avoid breathing vapors or mist; Avoid contact with eyes, skin, or clothing; Do not expose containers to open flame, excessive heat, or direct sunlight.

**Storage Requirements:** Storage temperature: Minimum 40 DEG F (5 DEG C) / Maximum 150 DEG F (66 DEG C). Store in tightly closed containers to prevent moisture contamination. This product reacts slowly with water to form CO<sub>2</sub> gas. This gas can cause sealed containers to expand and possibly rupture. Do not reseal if contamination is suspected. Store in cool/dry area.

## 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

**Engineering Controls:** Educate and train employees in safe use of this product. Follow all label instruction. Local exhaust should be used to maintain levels below the TLV whenever this product is processed, heated or spray applied. For spray applications, an air-supplied respirator must be worn. All ventilation should be designed in accordance with OSHA standard (29 CFR 1910.94).

**Protective Equipment:** During long-term (over 1 hour) exposures when the product is applied by a paver, and is heated or in environments of high concentrations above the Threshold Limit Value (TLV), an air-purifying respirator equipped with organic cartridges or a canister and dust filters is required. During spray applications an air-supplied respirator must be worn. However, due to the poor warning properties of this product, proper fit must be ensured. Observe OSHA regulations for respirator use (29 CFR 1910.134). Chemical resistant gloves (butyl rubber, nitrile rubber). Cover as much of the exposed area as possible with appropriate clothing. If skin creams are used, keep the area covered only by the cream to a minimum. Liquid chemical goggles or full-face shield. Contact lenses should not be worn. **ADDITIONAL PROTECTIVE MEASURES:** Clean, fresh running water should be available.

**Exposure Guidelines/Other:** **Exposure Limits:**

USA OSHA (TWA <sub>8h</sub> )/PEL):	0.02 ppm
NIOSH (TWA):	0.005 ppm
IDLH:	75 mg/m <sup>3</sup>
NIOSH (C 10 min):	0.02 ppm

## 9 PHYSICAL AND CHEMICAL PROPERTIES

<b>Appearance:</b>	Clear Brown/ Amber Liquid	<b>Boiling Point:</b>	Not established
<b>Physical State:</b>	Liquid	<b>Freezing/Melting Pt.:</b>	Not established
<b>Odor:</b>	Slightly musty		

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



## QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 4 of 8

pH:	N.A.	Solubility:	Reacts slowly with water to liberate CO <sub>2</sub> gas
Vapor Pressure:	Less than 10-5 mmHg @ 77 DEG F (25 DEG C) for MDI	Spec Grav./Density:	1.08 @ 68 DEG F (20 DEG C)
Vapor Density:	8.5 (MDI)		
VOC:	0 g/L		
Bulk Density:	9.0 lbs/gal		

### 10 STABILITY AND REACTIVITY

Stability:	Product is stable under normal conditions.
Conditions to avoid:	Temperatures over 400 DEG F (204 DEG C).
Materials to avoid (incompatibility):	Water, amines, strong bases, alcohols.
Hazardous Decomposition products:	By Fire and High Heat: hydrogen cyanide; Carbon dioxide (CO <sub>2</sub> ), carbon monoxide (CO), oxides of nitrogen (NO <sub>x</sub> ), dense black smoke, Isocyanate, Isocyanic Acid, Other undetermined compounds.
Hazardous Polymerization:	May occur if in contact with moisture or other materials which react with isocyanates. May occur at temperatures over 400 DEG F (204 DEG C).

### 11 TOXICOLOGICAL INFORMATION

**Acute Eye Effects:** Liquid, aerosols or vapors are irritating and can cause tearing, reddening and swelling. If left untreated, cornea damage can occur and injury is slow to heal. However, damage is usually reversible. (See Section VI for treatment)

**Acute Skin Effects:** Isocyanates react with skin protein and moisture and can cause irritation which may include the following symptoms: reddening, swelling, rash, scaling or blistering. Cured material is difficult to remove

**Acute Inhalation Effects:** Vapors or mist at concentrations above the TLV can irritate (burning sensation) the mucous membranes in the respiratory tract (nose, throat & lungs) causing runny nose, sore throat, coughing, chest discomfort, shortness of breath and reduced lung function (breathing obstruction). Individuals with a pre-existing, non-specific bronchial hyperreactivity can respond to concentrations below the TLV with similar symptoms as well as asthma attack. Exposure well above the TLV may lead to bronchitis, bronchial spasm and pulmonary edema (fluid in the lungs). These effects are usually reversible. Chemical or hypersensitive pneumonitis, with flu like symptoms (e.g. fever, chills) have also been reported. These symptoms can be delayed up to several hours after exposure.

**Acute Ingestion Effects:** Can result in irritation and corrosive action in the mouth, stomach tissue and digestive tract. Symptoms can include sore throat, abdominal pain, nausea, vomiting and diarrhea.

**Chronic Eye Effects:** None found

**Chronic Skin Effects:** Prolonged contact can cause reddening, swelling, rash, scaling, blistering, and in some cases, skin sensitization. Individuals who have developed a skin sensitization can develop these symptoms as a result of contact with very small amounts of liquid material or as a result of exposure to vapor.

**Chronic Inhalation Effects:** As a result of previous repeated overexposures or a single large dose, certain



# MSDS Material Safety Data Sheet

Advanced Polymer Technology



QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 5 of 8

Individuals develop isocyanate sensitization (chemical asthma) which will cause them to react to a later exposure to isocyanate at levels well below the TLV. These symptoms which can include chest tightness, wheezing, coughing, shortness of breath or asthma attack, could be immediate or delayed (up to several hours after exposure). Similar to many non-specific asthmatic responses, there are reports that once sensitized, an individual can experience these symptoms upon exposure to dust, cold air or other irritants. This increased lung sensitivity can persist for weeks and in severe cases for several years. Overexposure to isocyanates has also been reported to cause lung damage (including decrease in lung function) which may be permanent. Sensitization can either be temporary or permanent.

**Chronic Ingestion Effects:** None found

**Polymeric MDI:**

**Acute Oral Toxicity**

LD50: > 2,000 mg/kg (rat, Male/Female)

**Acute Inhalation Toxicity**

LC50: 490 mg/m<sup>3</sup>, vapor, 4 h (rat)

**Repeated Dose Toxicity**

90 Days, inhalation: NOAEL: 1 mg/m<sup>3</sup>, (rat, Male/Female, 6 hrs/day 5 days/week)

Irritation to lungs and nasal cavity.

2 years, inhalation: NOAEL: 0.2 mg/m<sup>3</sup>, (rat, Male/Female, 6 hrs/day 5 days/week)

Irritation to lungs and nasal cavity.

**Mutagenicity**

Genetic Toxicity in Vitro:

Bacterial - gene mutation assay: negative (Salmonella typhimurium, Metabolic Activation: with/without)

**Carcinogenicity**

rat, Male/Female, inhalation, 2 Years, 6 hrs/day 5 days/week

Exposure to a level of 6 mg/m<sup>3</sup> polymeric MDI was related to the occurrence of lung tumors. This level is significantly over the TLV for MDI.

**Developmental Toxicity/Teratogenicity**

rat, female, inhalation, gestation days 6-15, 6 hrs/day, NOAEL (teratogenicity): 12 mg/m<sup>3</sup>, NOAEL

(maternal): 4 mg/m<sup>3</sup>

No Teratogenic effects observed at doses tested. Fetotoxicity seen only with maternal toxicity.

**4,4'-MDI:**

**Acute Inhalation Toxicity**

LC50: 369 mg/m<sup>3</sup>, 4 hrs (rat, Male/Female)

LC50: > 2240 mg/m<sup>3</sup>, aerosol, 1 h (rat)

**Acute dermal toxicity**

LD50: > 10,000 mg/kg (rabbit)

**Skin Irritation**

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 6 of 8

rabbit, Draize Test, Slightly irritating

### Eye Irritation

rabbit, Draize Test, Slightly irritating

### Sensitization

dermal: sensitizer (guinea pig, Maximisation Test (GPMT))

inhalation: sensitizer (Guinea pig)

### Repeated Dose Toxicity

90 Days, inhalation: NOAEL: 0.3 mg/m<sup>3</sup>, (rat, Male/Female, 18 hrs/day, 5 days/week)

Irritation to lungs and nasal cavity.

### Mutagenicity

Genetic Toxicity in Vitro:

Ames: (Salmonella typhimurium, Metabolic Activation: with/without)

Positive and negative results were reported. The use of certain solvents which rapidly hydrolyze diisocyanates is suspected of producing the positive mutagenicity results.

Genetic Toxicity in Vivo:

Micronucleus Assay: negative (mouse)

### Carcinogenicity

rat, Female, inhalation, 2 Years, 17 hrs/day, 5 days/week

negative

12

## ECOLOGICAL INFORMATION

### Ecological Data for 2,4-MDI:

#### Biodegradation

0 %, Exposure time: 28 Days

#### Bioaccumulation

Rainbow trout, Exposure time: 112 d, < 1 BCF

Does not bioaccumulate.

#### Acute and Prolonged Toxicity to Fish

LC0: > 1,000 mg/l (Zebra fish (Brachydanio rerio), 96 hrs)

LC0: > 3,000 mg/l (Killifish (Oryzias latipes), 96 h)

#### Acute Toxicity to Aquatic Invertebrates

EC50: > 1,000 mg/l (Water flea (Daphnia magna), 24 hrs)

#### Toxicity to Aquatic Plants

NOEC: 1,640 mg/l, End Point: growth (Green algae (Scenedesmus subspicatus), 72 hrs)

#### Toxicity to Microorganisms

EC50: > 100 mg/l, (Activated sludge microorganisms, 3 hrs)

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 7 of 8

**Additional Ecotoxicological Remarks**  
Ecotoxicity data based on polymeric MDI

**Ecological Data for 4,4'-MDI:**

**Acute and Prolonged Toxicity to Fish**  
LC50: > 500 mg/l (Zebra fish (Brachydanio rerio), 24 hrs)

**Acute Toxicity to Aquatic Invertebrates**  
EC50: > 500 mg/l (Water flea (Daphnia magna), 24 hrs)

## 13 DISPOSAL CONSIDERATIONS

Waste and container disposal must be in accordance with federal, state, and local environmental control regulations. Incineration is the preferred method. Empty containers must be handled with care due to product residue. Decontaminate prior to disposal. DO NOT HEAT OR CUT EMPTY CONTAINERS WITH ELECTRIC OR GAS TORCH.

## 14 TRANSPORT INFORMATION

### DOT (HM-181; DOMESTIC SURFACE)

UN/NA NUMBER:	none
D.O.T. SHIPPING NAME:	<b>Aromatic Isocyanate Prepolymer</b>
D.O.T. HAZARD CLASS:	NON REGULATED
PACKAGING GROUP:	none
D.O.T. LABEL:	none
D.O.T. PLACARD:	none

### ICAO/IATA (AIR)

UN NUMBER:	none
PROPER SHIPPING NAME:	<b>Aromatic Isocyanate Prepolymer</b>
HAZARD CLASS DIVISION NUMBER:	NON REGULATED
SUBSIDIARY RISK:	none
PACKING GROUP:	none
HAZARD LABEL(S):	none
RADIOACTIVE?:	Non-radioactive
PASSENGER AIR - MAXIMUM QUANTITY:	none
PACKING INSTRUCTION NUMBER:	none
CARGO AIR - MAXIMUM QUANTITY:	none
PACKING INSTRUCTION NUMBER:	none

### IMO/IMDG CODE (OCEAN)

UN NUMBER:	none
PROPER SHIPPING NAME:	<b>Aromatic Isocyanate Prepolymer</b>
HAZARD CLASS DIVISION NUMBER:	NON REGULATED
PACKING GROUP:	none
HAZARD LABEL(S):	none

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 8 of 8

HAZARD PLACARD(S): none

## 15 REGULATORY INFORMATION

COMPONENT / (CAS/PERC) / CODES

\*4,4'-Methylenediphenyl diisocyanate (101688 10-20%) CERCLA, HAP, MASS, NJHS, OSHAWAC, PA, SARA313, TXAIR

\*Distillates, petroleum, hydrotreated middle (64742467 4-10%) TSCA

\*Soybean oil (8001227 1-2%) PA, TSCA

TSCA: All components in this mixture are included on the TSCA inventory.

REGULATORY KEY DESCRIPTIONS

CERCLA = Superfund clean up substance

HAP = Hazardous Air Pollutants

MASS = MA Massachusetts Hazardous Substances List

NJHS = NJ Right-to-Know Hazardous Substances

OSHA = OSHA Workplace Air Contaminants

PA = PA Right-To-Know List of Hazardous Substances

SARA313 = SARA 313 Title III Toxic Chemicals

TXAIR = TX Air Contaminants with Health Effects Screening Level

TSCA = Toxic Substances Control Act

## 16 OTHER INFORMATION

Disclaimer:

Although reasonable care has been taken in the preparation of this document, we extend no warranties and make no representations as to the accuracy or completeness of the information contained herein, and assume no responsibility regarding the suitability of this information for the user's intended purposes or for the consequences of its use. Each individual should make a determination as to the suitability of the information for their particular purpose(s).

END OF MSDS DOCUMENT

## PLAYLAND GENERAL PRODUCT SPECIFICATIONS

Manufacturer is ISO 9001:2000 certified—Certificate #UQA4000513

### **ADVENTURE SERIES**

- 3.5" O.D. vertical posts
- 36" deck grid / 48" deck grid
- 24" diameter plastic / 30" diameter plastic

### **EXPEDITION SERIES**

- 5" O.D. vertical posts
- 48" deck grid
- 30" diameter plastic

### **VERTICAL POSTS (ROUND STEEL TUBING)**

- 13 gauge galvanized steel (3.5" Series)
- 11 gauge galvanized steel (5" Series)
- 11 gauge galvanized steel (shade verticals)
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)
- Triple Flo-Coated corrosion protection - interior and exterior (ASTM B-117)
- Contains a minimum of 30% recycled steel and is 95%-98% recyclable
- Manufactured per ASTM 500

### **VERTICAL POSTS (RECYCLED PLASTIC)**

- Poly Tuf
- HDPE Resins
- Minimum of 50% recycled material – up to 90% recycled material
- Essentially maintenance-free
- Color-stabilizing UV pigment systems to help minimize fading

### **TUBING**

- Contains a minimum of 30% recycled steel and is 95%-98% recyclable
- Triple Flo-Coated corrosion protection (interior and exterior)
- Interior and exterior corrosion resistance (ASTM B-117)
- Manufactured per ASTM 500

#### **1-1/4" O.D. ROUND**

- 14 gauge galvanized steel
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)

#### **1-1/4" O.D. OVAL**

- 15 gauge galvanized steel
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)

#### **1.66" O.D. ROUND**

- 13 gauge galvanized steel
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)

### **1.90" O.D. ROUND**

- 13 gauge galvanized steel
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)

### **2-3/8" O.D. ROUND**

- 13 gauge galvanized steel / 9 gauge steel (Bi-pod/Tri-pod top bar/Superior Shape frame)
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)

### **3.5" O.D. ROUND**

- 13 gauge galvanized steel (3.5" Series)
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)

### **4" O.D. SQUARE**

- 11 gauge galvanized steel
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)

### **5" O.D. ROUND**

- 11 gauge galvanized steel (5" Series)
- 50,000 PSI yield strength (ASTM E-8)
- 55,000 PSI tensile strength (ASTM E-8)

### **POST CAPS**

- Aluminum alloy (GM70B) manufactured and tested in accordance with ASTM Standards: ASTM B 179-68, ASTM B 108-68, ASTM E 10-66 and ASTM E 8-66
- Powder coat finish
- Available for 3.5" series or 5" series playgrounds
- Machine-pressed into end of post and cannot be removed without special tool

### **C-LINE FITTINGS**

- Aluminum alloy (GM70B) manufactured and tested in accordance with ASTM Standards: ASTM B 179-68, ASTM B 108-68, ASTM E 10-66 and ASTM E 8-66
- Mounts to vertical posts with adhesive gasket and four 1/4"x1" TORX self-tapping screws with patch
- Powder coat finish
- Available for panel or pipe applications

### **HARDWARE**

- Made from stainless steel or corrosion-resistant coated steel
  - Majority of hardware is stainless steel with exception of the self drilling/self tapping screws and bolts. Stainless steel is too soft for this application.
- Conforms to ANSI/ASCE-8-90 (stainless steel)
- Passed 100 hour salt test (corrosion-resistant coated steel)
- Security patch to insure screw locks into vertical pipe (where applicable)
- Most hardware is tamper resistant

## **SEALING GASKET**

- Neoprene rubber
- 60 +/- 5 durometer hardness

## **ROTOMOLDED PLASTICS**

**TUBES / SLIDES / HEX ROOF / PYRAMID ROOF / HOODS / SPINNERS / CRAWL TUNNELS / COLORED LANDSCAPE TIMERS / SPRING ANIMAL BODY / ADA LANDSCAPE RAMP / TORTOISE CLIMB / TIRES / BUBBLE WALL / FUN BALL BODY / BUBBLE CRAWL TUNNEL / ACTIVITY PANELS / SUNSHINE MOUNTAIN / STACK BLOCKS / ADAPTIVE SWING**

- 1<sup>st</sup> quality linear low density Polyethylene (LDPE)
- Rotational molded with mold-in graphics (where applicable)
- 3/8" wall thickness
- 2,550 psi tensile strength (ASTM D638)
- Melt index per ASTM D1238
- Density per ASTM D4883
- Peak crystallization temperature per ASTM D3418
- Flexural modulus per ASTM D790 Procedure B
- Deflection temperature under load per ASTM D648
- Environmental stress crack resistance, F50 per ASTM D1693 Condition A
- UV stabilized / UV 8 Rating (tested per ASTM G155 cycle 1 guidelines)
- Anti-static inhibitors

## **POLY SHEET**

**ACTIVITY PANELS / ROCK WALL CLIMBER / PANEL GATE / RIDER BODY / LILY PAD BRIDGE STEPS / PANEL LADDER / CHALLENGE BRIDGE STEPS / SIGNS / INCH WORM BRIDGE STEPS / BELOW DECK BENCH / CRITTER HUT / PAINT STATION / BRIDGE RAILS / FUN TABLE / SPIN ABOUT / 4-SEAT SEE SAW / PANEL CLIMBERS / SAND AND WATER TABLE / CAFÉ TABLE / VERSA PANEL**

- 3/4" high density polyethylene sheeting (HDPE)
- Tested in accordance with ASTM D1928 Procedure C
- Density per ASTM D1505
- Melt Index per ASTM D1238
- Tensile Strength and Ultimate Elongation per ASTM D638 Type 4
- Brittleness temperature per ASTM D746
- Flexural modulus per ASTM D790
- Coefficient of linear thermal expansion per ASTM E831
- Textured, matte finish
- UV stabilized
- UL 94 HB fire rating
- Stain and graffiti resistant and will not delaminate, splinter or crack

## **PUNCHED STEEL ITEMS**

### **DECKS / PLATFORMS / RAMPS / BRIDGES / TRANSFER STATIONS / STAIRS / STEPS**

- 12 gauge galvaneal steel body
- Formed sides with welded reinforcements (stairs have welded stringers)
- ¾" diameter holes before coating – approx. ½" diameter after coating
- Decks for recycled structures have a plank pattern 5-5/8" wide with 5/16" spacing after coating
- Plastisol coating
- Lead-free per 16 CFR Part 1303

## **SWINGS**

### **BI-POD / TRI-POD**

#### **FRAME**

- 2-3/8" O.D. round galvanized steel tubing
- 9 gauge top bar / 13 gauge legs
- Pre-treatment wash primer
- Powder coat finish

#### **SWING YOKE**

- 356 aluminum alloy
- Heat treated to T-6 specifications
- 30.0 ksi tensile strength
- 20.0 ksi yield strength
- Powder coat finish

## **ARCH**

### **3.5" FRAME**

- 3.5" O.D. round galvanized steel tubing
- Top bar is 2-3/8" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **5" FRAME**

- 5" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **TIRE SWING**

- 5" arch swing frame
- 5/0 heavy duty chain
- SH-40 clevis connector
- SH-51 tire swivel

## **SINGLE 5" POST**

- 5" O.D. round galvanized steel tubing
- Powder coat finish



### **SWING HANGERS (SH-23 & SH-24)**

- Grade 32510 hot-dipped, galvanized, malleable iron
- Manufactured per ASTM A339-55
- Rust proof
- Bronze bushing
- Steel pivot bolt
- Will not twist on pipe
- SH-23 fits 2-3/8" O.D. round galvanized steel tubing
- SH-24 fits 3-1/2" O.D. round galvanized steel tubing
- Smooth, noiseless action

### **SWING HANGERS (SH-46 & SH-48)**

- Grade 32510 hot-dipped, galvanized, malleable iron
- Manufactured per ASTM A339-55
- Rust proof
- Lubrication-free brass bearing
- Plated carriage bolts and machine bolts
- Will not twist on pipe
- SH-46 welded to top bar of 3-1/2" arch swings
- SH-48 welded to top bar of 5" arch swings and 5" single post swings
- Smooth, noiseless action

### **HEAVY DUTY TIRE SWIVEL (SH-51)**

- Machined steel
- 90° universal cast steel joint covered by rubber boot
- Enamel coating
- Grease fittings for easy maintenance
- Secured with four plated machine bolts and nylon insert lock nut
- 3-point mounting system
- Sealed needle bearings

### **SWING HANGERS (SH-33R)**

- Grade 32510 hot-dipped, galvanized, malleable iron
- Manufactured per ASTM A339-55
- Rust proof
- Lubrication-free brass bearing
- Plated carriage bolts and machine bolts
- Will not twist on pipe
- Used for trapeze rings
- Smooth, noiseless action

### **CLEVIS CONNECTOR (SH-40)**

- Galvanized, forged steel
- Tamper resistant - Special tool required for install
- Galvanized hex pin shoulder bolt

## **CHAIN (4/0)**

- Hot dipped, galvanized for rust prevention (ASTM A-153)
- Standard chain is zinc plated (ASTM B-633)
- Straight link coil
- Maximum working load limit 670 pounds
- Minimum ultimate break 2,680 pounds
- 0.85" OD – 0.414" ID
- 1.80" OAL

## **COATED CHAIN (4/0)**

- Low carbon steel
- Zinc plated
- Straight link coil
- Maximum working load limit 670 pounds
- 0.85" OD – 0.414" ID
- 1.824" OAL
- Coated with UV stabilized PVC 0.060" - 0.100" thick

## **SWING SEATS**

### **S-02 BELT SEAT**

- 6" Wide
- Compression molded from EPDM co-polymer
- Steel inserts for strength and durability
- Galvanized hardware

### **S-14 HALF BUCKET SEAT**

- Steel inserts for strength and durability
- Galvanized hardware
  - S-11 front safety chain
    - Attaches to half bucket seat with S-hooks
    - Closes with snap
    - Protective plastic cover

### **S-16 FULL BUCKET SEAT**

- One-piece co-polymer construction
- Steel inserts for strength and durability
- 5" wide band surrounds toddlers
- Galvanized hardware

### **ADAPTIVE SEAT SEAT**

- Rotomolded plastic

### **SAFETY HARNESS**

- Nylon webbing
- Compliant with CPSIA 2008

### **CHAIN**

- Standard galvanized or plastisol coated

## **TIRE**

### **TIRE**

- Rotomolded plastic

### **CHAIN**

- Standard galvanized

## **SWING PADS**

- G-FLEX Wear Mat 40"X40"X1.5"
- Beveled edges
- No open cell waffle backing
- Black PUR bound SBR Rubber shred, reclaimed from auto and truck tire waste
- Bound with a high-strength, weather-resistant binder, compressed to a uniform thickness in a heated mold
- Impact attenuation: ASTM 1292-04 -- Pass at 4' (1.5" thick only)
- Flammability: ASTM D-2859 – Pass

## **GRAB HANDLE**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **KICK PLATES**

- 12 gauge galvaleneal steel sheet metal
- Powder coated finish

## **OUTRIGGER RAPID ROCKER**

### **CENTER PIPE**

- 2" O.D. square steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **HAND HOLDS**

- 1-1/4" O.D. round galvanized steel tubing
- Pretreatment wash primer
- Powder coat finish

### **SPRING RUBBER**

- Black EPDM rubber
- M2AA307 B13 C12 F17 Z1
- Z1 = 26 +/-5 durometer hardness

## **OUTRIGGER BOUNCY BOUNCE**

### **SPRING RUBBER**

- Black EPDM rubber
- M2CA 610 A25 B35 C32 F17 Z1 Z2
- Z1 = EPDM, Z2 = 65 +/-5 durometer hardness

### **HANDRAIL**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### PLATFORM

- End tabs 2" O.D. square 11 gauge steel tubing
- 12 gauge HRPO steel
- Perforated surface - approx. 5/8" diameter spaced 1.25" o.c.
- Plastisol coating

#### LANDSCAPE TIMBERS - BLACK

- High density polyethylene copolymer resin – DMDA-6147 Natural 7
- Blow molded
- High moldability, toughness and stress-crack resistance
- Uniform wall thickness
- 5,000 psi tensile strength (ASTM D638)
- 3,600 psi yield strength (ASTM D 638)
- UV Stabilized

#### LANDSCAPE TIMBERS - COLOR

- Rotomolded plastic

#### LANDSCAPE STAKES

- 3/4"x30" dome spike bolt
- Stakes are A36 mild steel; hot dipped galvanized
- Manufactured per ASTM A153C HDG

#### ADA LANDSCAPE RAMP

- Rotomolded plastic

#### THREE WHEEL SWINGER

##### FRAME

- 2-3/8" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

##### WHEELS

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

##### RUNG LADDER (FREESTANDING ONLY)

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

##### SHAFT / RETAINER

- 1-1/2" diameter carbon steel

##### BUSHING

- 1-1/4" O.D. x 1" I.D. x 1-1/2" long flanged

## **CHIN-UP BARS**

- 1-1/4" O.D. round galvanized steel tubing
- 3.5" O.D. vertical posts
- Powder coat finish

## **TALK TUBE**

### **CONE**

- Aluminum alloy
- 18 ksi tensile strength (yield)
- 19 ksi compressive strength (yield)
- Powder coat finish

### **POST**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **TEACUP SPINNER**

### **FRAME**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **FLOOR**

- Poly sheet

## **HURRICANE SPINNER**

### **MAIN POST**

- 5" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **UPPER FRAME**

- 1.9" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **HAND HOLD**

- 1.25" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **SLIDES**

### **TRIPLE RAIL / 90° CURVE / DOUBLE WALL / DOUBLE WIDE / WAVE / CHUTE / ALPINE THUNDER / SPIRAL / TUBE SLIDES**

- Roto-molded plastic
- Triple Rail / Double Wide slide mount on 48" wide deck (use 3'x4' rectangle deck on 3.5" Series)
- Spiral slide uses 5" support post

### **STANDARD SLIDE FOOT**

- 3.5" O.D. round galvanized steel tubing support post
- Pre-treatment wash primer
- Powder coat finish

### **WIDE SLIDE FOOT**

- 1.25" O.D. round galvanized steel tubing support post
- Pre-treatment wash primer
- Powder coat finish

### **SLIDE SUPPORT**

- 3.5" O.D. round galvanized steel tubing support post
- Plate manufactured per ASTM A90, A568, A902, A924, D2092, E517, E646 and ISO3575
- Pre-treatment wash primer
- Powder coat finish

### **HORIZONTAL LADDERS (STANDARD / 180 DEGREE / 360 DEGREE)**

#### **TOP RAIL**

- 2-3/8" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **END PIPES (where applicable)**

- 1.9" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **HAND RAILS / RUNG LADDER**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **BRIDGES**

#### **Arch Bridge / Ground Level Arch Bridge / 90° Bridge / Transition Arch**

##### **BRIDGE**

- Punched steel
- Plastisol coating

##### **HAND RAILS**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

##### **SIDE RAILS (arch bridge)**

- Poly sheet

#### **Suspension Bridge**

##### **BRIDGE**

- Punched steel
- Plastisol coating

#### HAND RAILS

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **Challenge Bridge**

##### BRIDGE

- Poly Sheet
- 1-1/4" O.D. round galvanized steel tubing
- Powder coat finish

##### HAND RAILS AND VERTICAL PICKETS

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **Lily Pad Bridge**

##### BRIDGE

- Poly sheet
- 1-1/4" O.D. round galvanized steel tubing
- Powder coat finish

##### HAND RAILS

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

##### VERTICAL PICKETS

- 2-3/8" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **Squiggle Bridge**

##### PICKETS

- 1-1/4" O.D. round galvanized steel tubing

##### UPPER/LOWER BAR

- 1.66" O.D. round galvanized steel tubing

##### GATED ENTRY

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **Chain Bridge**

##### BRIDGE

- 4/0 (.218") STR Coil H plastisol coated, galvanized chain
- 7/8" O.D. x 18 gauge tubing

##### HAND RAILS

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **Inch Worm Bridge**

### **BRIDGE**

- Poly sheet steps
- Rubber torsion spring
- 2-3/8" O.D. round galvanized steel tubing
- Powder coat finish

### **HAND RAILS**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **GATED ENTRY**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **Bubble Wall Bridge**

### **BUBBLE WALL**

- Roto molded plastic

### **POSTS**

- 3-1/2" or 5" round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **RIDERS**

### **Fire Truck / Jet / Shuttle Rider**

#### **COIL SPRING**

- 5160H steel alloy
- Carbon chromium grade of spring steel
- 5-3/4" O.D. spring
- 13/16" O.D. bar
- Pre-treatment wash primer
- Black powder coat finish

#### **BODY PANELS**

- Poly sheet

### **Surf Rider**

#### **C SPRING**

- 5160H, 3/4" thick steel alloy
- Conforms with ASTM A36-77A
- 58,000 psi tensile strength
- 36,000 psi yield strength
- Pre-treatment wash primer
- Powder coat finish

#### **BASE**

- Poly sheet



## **Frog / Whale / Elephant Rider**

### **COIL SPRING (Frog and Whale)**

- 5160H steel alloy
- Carbon Chromium grade of spring steel
- 5-3/4" O.D. spring
- 13/16" O.D. bar
- Pre-treatment wash primer
- Black powder coat finish

### **SPRING (Elephant)**

- Rubber torsion spring

### **BODY**

- Roto-molded plastic

## **Airplane Rider**

### **C SPRING**

- 5160H 3/4" thick steel alloy
- Conforms with ASTM A36-77A
- 58,000 psi tensile strength
- 36,000 psi yield strength
- Pre-treatment wash primer
- Powder coat finish

### **FRAME**

- 1-1/4" O.D. round galvanized steel tubing
- 14 gauge steel
- 50,000 psi yield strength (ASTM E-8)
- 55,000 psi yield strength (ASTM E-8)
- Triple zinc coated undercoat
- Powder coat finish

### **BODY PANELS**

- Poly sheet

## **CLIMBERS**

### **Chain Link Climber**

#### **CLIMBER**

- Roto-molded plastic
- Mounts on 48" wide deck (uses 3'x4' rectangle deck on 3.5" Series)

#### **GATED ENTRY**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **Bubble Tunnel Climber**

#### **CLIMBER**

- Roto-molded plastic

#### **ENDS**

- Poly sheet

## **Spiral Step Climber**

### STEPS

- Poly sheet

### GATED ENTRY

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### CENTER POST

- 3-1/2" or 5" round galvanized steel tubing (depending on version)

## **Tire Climber**

### TIRES

- Roto-molded plastic

### GATED ENTRY

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### LEGS

- 1-1/4" round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **Lily Pad Climber**

### LILY PAD

- Rotomolded plastic

### GATED ENTRY

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### SUPPORT POST(S)

- 3.5" O.D. round galvanized steel tubing or single cactus post made of 2-3/8" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **Education Climber**

### CLIMBER

- Roto-molded plastic
- Mounts on 48" wide deck (uses 3'x4' rectangle deck on 3.5" Series)

### GATED ENTRY

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### WIDE BOTTOM PLASTIC SUPPORT

- 1-1/4" O.D. round galvanized steel tubing
- 12 gauge galvanized steel bracket and plate
- Pre-treatment wash primer
- Powder coat finish

## **Tortoise / Pentagon / Hexagon Climber**

### **CLIMBER**

- Roto-molded plastic

### **BRACKETS**

- 16 gauge mild steel

## **Rock Wall Climber**

### **CLIMBER**

- Poly sheet

### **FOOT HOLDS**

- Molded plastic

### **GATED ENTRY**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **Bedrock Climber**

### **CLIMBER**

- Roto-molded plastic

### **GATED ENTRY**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **WIDE BOTTOM PLASTIC SUPPORT**

- 1-1/4" O.D. round galvanized steel tubing
- 12 gauge galvanized steel bracket and plate
- Pre-treatment wash primer
- Powder coat finish

## **Cargo Net Climber**

### **CLIMBER**

- 4/0 (.218") STR Coil H galvanized chain
- Plastisol coating
- 7/8" O.D. x 18 gauge tubing

### **BRACKET**

- 9 gauge galvanized flat steel
- Pre-treatment wash primer
- Powder coat finish

### **CLEVIS CONNECTOR (SH-40)**

- Galvanized, forged steel
- Tamper resistant – special tool required for install
- Galvanized hex pin shoulder bolt

### **GATED ENTRY**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **Concentration Climber**

### **CLIMBER**

- Poly sheet

### **FOOT HOLDS**

- Aluminum alloy

### **GATED ENTRY**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **Bubble Wall Climber**

### **BUBBLE WALL**

- Roto-molded plastic

### **SUPPORT POSTS**

- 3.5" or 5" O.D. round galvanized steel tubing – depending on series
- Pre-treatment wash primer
- Powder coat finish

## **CLIMBERS—METAL**

### **LOOP-2-LOOP / BUBBLE / CLOVER / COIL / DEEP RUNG ARCH / HALF MOON / LOOP / MAN HOLE / MOUNTAIN / QUICK / RING / SNAKE / TREE / ZIPPER / VERTICAL LADDER**

#### **CENTER POLE**

- 1.66" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **HAND/FOOT RUNGS**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **GATED ENTRY**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **BRACKET**

- 9 gauge galvanized flat steel
- Pre-treatment wash primer
- Powder coat finish

## **BALANCE BEAM (ZIG ZAG & STRAIGHT)**

### **BEAM**

- 4" O.D. square steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **SUPPORT POSTS**

- 2-3/8" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **TRAPEZE BAR**

### **BAR**

- 1.25" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **TRAPEZE RING**

- Blue Plastisol coating
- Grip diameter: 1-1/4"
- Complies with ASTM and CPSC requirements

## **PIPE WALL**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **RETRO ROCKER**

### **BODY**

- Galvanized steel

### **SEATS**

- Aluminum

### **COIL SPRING**

- 5160H steel alloy
- Carbon chromium grade of spring steel
- 5-3/4" O.D. spring
- 13/16" O.D. bar
- Pre-treatment wash primer
- Black powder coat finish

## **CLASSIC TEETER**

### **BODY**

- Galvanized steel

### **SEATS**

- Aluminum

## **4-SEAT SEE SAW**

### **BODY AND SEATS**

- Poly sheet
- 11 gauge galvanized steel plate

### **FRAME**

- 4" O.D. square steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **HANDLES**

- 1-1/4" O.D. round steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **PARALLEL BARS**

- 2-3/8" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **ADA HORIZONTAL LADDER / JUNIOR HORIZONTAL LADDER**

### **BODY**

- Galvanized steel

### **RUNGS**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **STAIRS**

### **TREADS & STRINGERS**

- 12 gauge HR steel
- Perforated surface – 1.25" o.c. between perforations
- Plastisol coating

### **ROD**

- 1/4" diameter rod

### **HANDRAILS & GATES**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **RUBBER TORSION SPRINGS (INCH WORM BRIDGE / SEE SAW / AIRPLANE RIDER / ELEPHANT RIDER)**

- 4 specially compounded rubber cords encapsulated between an outer metal tube and a solid inner core
- Self-dampening
- Reduced shock transmission
- Absorbs vibration
- No pinch points
- Progressive loading

## **DOMES**

- 1/8" thick lexan
- Vacuum formed
- UV stabilized
- Crack/Break/Shatter resistant
- UL 94 HB fire rating – self extinguishing

## **LOG ROLL**

### **LOG**

- Roto-molded plastic

### **GRAB HANDLES**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **ACTIVE LINE**

### **Post**

- 5" O.D. 11 gauge round galvanized steel tubing
- ¼" galvanized steel plate for component connection
- Pre-treatment wash primer
- Powder coat finish

### **End Connectors**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- ¼" hot rolled plate steel for component connection
- Pre-treatment wash primer
- Powder coat finish

### **Transition Bar**

- 1-1/4" O.D. 14 gauge round galvanized steel tubing
- ¼" hot rolled plate steel for component connection
- Pre-treatment wash primer
- Powder coat finish

### **Rail Glide**

#### **TOP BAR**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **SWAGED TEE**

- 1.66" O.D. 13 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **RUNGS**

- 1-1/4" O.D. 14 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **Wiggle Walk**

#### **TOP BAR**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **STEPS**

- Poly Sheet

#### **ANCHOR**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- 1-1/4" 14 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish
- 4/0 chain
- SH-40 connector
- Plate is 3/16 A36 or Class 1 steel

### **Trapeze Ladder / Connector with Trapeze Rings**

#### **TOP BAR**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **TRAPEZE RINGS**

- Plastisol coating
- Grip diameter: 1-1/4"

### **Syclone Spinner**

#### **TOP BAR**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **POD**

- 1-1/4" O.D. 14 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **BASE**

- 5" O.D. 11 gauge round galvanized steel tubing w/1/4" galvanized steel plate
- Pre-treatment wash primer
- Powder coat finish

#### **BALL**

- 303 stainless steel

#### **DELRIN**

- Polyoxymethylene (POM)
- High-strength hardness and rigidity to -40° C
- Tested in accordance with ASTM D638

### **Wheel Swing**

#### **TOP BAR**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **WHEEL**

- Ring – 1-1/4" 13 gauge steel
- Rungs – 1-1/4"x14 gauge steel
- Pre-treatment wash primer
- Powder coat finish

#### **SHAFT**

- 1-1/2" diameter carbon steel

#### **RETAINER**

- 1-1/2" carbon steel

#### **BUSHING**

- 1.25" O.D.x1" I.D. x 1-1/2" Long flanged



## **Overhead Ladder**

### **TOP BAR**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **RUNGS**

- 1-1/4" 14 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **Chain Climbing Wall**

### **CHAIN**

- 4/0 (.218") STR Coil H plastisol coated, galvanized chain
- 7/8" O.D. x 18 gauge tubing

### **TOP BAR**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **DYMAXION WEB**

### **Outer Main Rope**

- 7/8" (22 mm) 6-strand combination rope + Independent Wire Rope Core (IWRC)
- Dark red nylon fibers
- Right regular lay - preformed
- Steel wires covered with nylon fibers (PA-fibers)
- Min. tensile strength of wire: Galvanized 160 kp/mm<sup>2</sup> = 1570 N/mm<sup>2</sup>
- Steel area: .127 sq inch (81.9 sq mm)
- Construction: 6x8x1.10
- Approx. weight: 0.91 kg per meter
- Min. breaking load: 28,900 kp

### **Inner network**

- 13/16" (20 mm) 6-strand combination rope +fiber core (FC)
- Steel wires covered with dark red nylon fibers
- Right regular lay - preformed
- Min. tensile strength of wire: Galvanized 160 kp/mm<sup>2</sup> = 1570 N/mm<sup>2</sup>
- Steel area: .05 sq inch (30.5 sq mm)
- Construction: 6x8x0.90
- Approx. weight: 0.46 kg per meter
- Min. breaking load: 11,500 kp

## **SUPERIOR SHAPE**

### **Pull Up Dip Station**

#### **FRAME**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- 1-1/4" O.D. round galvanized steel tubing
- 3/4"x1" O.D oval galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **HAND HOLDS**

- 1-1/4" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **Multi Stretch**

#### **FRAME**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **Back Stretcher**

#### **FRAME**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- 1.66" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **Sit Up Bench**

#### **FRAME**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- 1.66" O.D. round galvanized steel tubing
- 3.5" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

#### **PICKETS**

- 3/4"x1" O.D oval galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **S-Jump Beam**

#### **FRAME**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- 3.5" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

## **Glider**

### **FRAME**

- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **HAND HOLDS**

- 1-1/4" O.D. galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **SIDE PANELS**

- Poly sheet

## **Seated Row**

### **FRAME**

- 1.90" O.D. galvanized steel tubing
- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- 5" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **HAND HOLDS**

- 1-1/4" O.D. galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **SEAT**

- Poly sheet

## **Seated Press**

### **FRAME**

- 1.90" O.D. galvanized steel tubing
- 2-3/8" O.D. 9 gauge round galvanized steel tubing
- 5" O.D. round galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **HAND HOLDS**

- 1-1/4" O.D. galvanized steel tubing
- Pre-treatment wash primer
- Powder coat finish

### **SEAT AND BACK REST**

- Poly sheet

# *State of Florida*

## *Department of State*

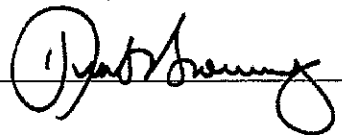
I certify from the records of this office that LANIER PLANS, INC. is a corporation organized under the laws of Georgia, authorized to transact business in the State of Florida, qualified on August 19, 2009.

The document number of this corporation is F09000003271.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on March 17, 2011, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the  
Eighteenth day of March, 2011*



*Secretary of State*



Authentication ID: 700198438237-031811-F09000003271

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

# STATE OF GEORGIA

## Secretary of State

Corporations Division  
315 West Tower  
#2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

### CERTIFICATE OF EXISTENCE

I, Karen C Handel, Secretary of State and the Corporations Commissioner of the state of Georgia, hereby certify under the seal of my office that

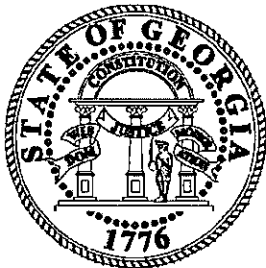
#### **LANIER PLANS, INC.**

##### **Domestic Profit Corporation**

was formed or was authorized to transact business on 02/12/2003 in Georgia. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on 19th day of August, 2009

A handwritten signature in cursive script that reads 'Karen C Handel'.

Karen C Handel  
Secretary of State

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>J Smith Lanier &amp; Co-Carrollton</b> <b>P. O. Box 507</b> <b>Carrollton, GA 30112</b> <b>770 834-4476</b>	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> <b>770 834-4476</b>	<b>FAX (A/C, No):</b> <b>770 834-9403</b>	
<b>E-MAIL ADDRESS:</b>			
<b>INSURED</b> <b>Lanier Plans, Inc. DBA Korkat</b> <b>221 Cable Industrial Way</b> <b>Carrollton, GA 30117</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Great American E &amp; S Insurance</b>		<b>37532</b>
	<b>INSURER B : Torus Specialty Insurance Compa</b>		<b>44776</b>
	<b>INSURER C : Association Insurance Company</b>		<b>11240</b>
	<b>INSURER D : Central Mutual Insurance Compan</b>		<b>20230</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

COVERAGES

CERTIFICATE NUMBER:


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PL238815701	04/15/2012	04/15/2013	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> BI Ded:5,000						PERSONAL & ADV INJURY	\$1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
D	AUTOMOBILE LIABILITY			BAP8894178	04/15/2012	04/15/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB			32610A111ALI	04/15/2012	04/15/2013	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$2,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV011729700	12/20/2011	12/20/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  <b>For Insurance Information only</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Lanier Plans, Inc.</b>	
	Business name/disregarded entity name, if different from above <b>Korkat</b>	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>221 Cable Industrial Way</b>		Requester's name and address (optional)
City, state, and ZIP code <b>Carrollton, GA 30117</b>		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																						
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: 0 auto;"> <tr><td colspan="9">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td></tr> </table> <table border="1" style="margin: 0 auto;"> <tr><td colspan="9">Employer identification number</td></tr> <tr><td>8</td><td>6</td><td>-</td><td>1</td><td>0</td><td>6</td><td>3</td><td>6</td><td>1</td><td>8</td></tr> </table>	Social security number												-			-			Employer identification number									8	6	-	1	0	6	3	6	1	8
Social security number																																						
			-			-																																
Employer identification number																																						
8	6	-	1	0	6	3	6	1	8																													

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
<b>Sign Here</b>	Signature of U.S. person ▶ Date ▶ _____

**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

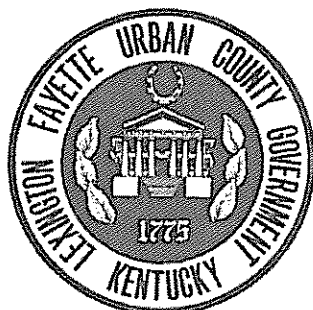
**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# Lexington Fayette Urban County Government

Division of Central Purchasing



**Lexington Kentucky**

**Horse Capital of the World**

**INVITATION TO BID #166-2012**

**Outdoor Playground Equipment**

**NOTICE TO BIDDERS**

**Bid Opening Date: January 10, 2013**

**Bid Opening Time: 2:00 PM**

**Address: 200 East Main Street  
3<sup>rd</sup> Floor, Room 338**

\*\*\*\*\*

**Pre Bid Meeting: N/A**

**Pre Bid Time:**

**Address:**