



**City of Biddeford  
City Council**

April 15, 2025 at 6:00 PM  
City Hall Council Chambers & Zoom

[Click to Join Zoom Meeting Online](#)

Or call in by phone: +1 312 626 6799

Meeting ID: 935 8936 7275

Passcode: 348434

1. Roll Call
2. Pledge of Allegiance
3. Adjustment(s) to Agenda
4. Proclamation
  - 4.a Parkinson's Awareness Proclamation
  - 4.b 2025 National Public Safety Telecommunicators Week
5. Presentation
  - 5.a CAC Presentation
6. Public Addressing the Council  
(3 minute limit per speaker for up to a total of 15 minutes)
7. Consideration of Minutes
  - 7.a Council Minutes 4-1-25
  - 7.b Special Council Meeting Minutes 4-7-25
8. Second Reading
  - 8.a 2025.34 Approval Vacant Building Registration Ordinance
9. Orders of the Day
  - 9.a 2025.37 Approval Rec Playground RFP
  - 9.b 2025.40 Approval HOB Fee Waiver
10. Public Addressing the Council

(5 minute limit per speaker)

11. City Manager Report
12. Committee Updates by Council
13. Other Business
14. Council President Addressing the Council
15. Mayor Addressing the Council
16. Executive Session
  - 16.a Executive Session 1 MRS 405 6 (e) Legal Matter
17. Adjourn





## PROCLAMATION

### *Recognizing National Parkinson's Awareness Month*

*Whereas*, Parkinson's disease is a progressive neurological disease typically affecting people 65 years old and older. It is the second most common neurodegenerative disease and today there is no cure. Each person is uniquely affected due to the wide array of symptoms that patients experience; often causing a significant delay in diagnosis or even an incorrect one. Ongoing research offers hope for earlier diagnosis, better quality of life and a potential cure, but further research is sorely needed; and

*Whereas*, thirteen thousand Mainers suffer from Parkinson's today, including many here in Biddeford, and the rate of new diagnoses continues to increase significantly, and

*Whereas*, the month of April is recognized as National Parkinson's Disease Awareness Month, and provides a reminder to educate our community to help those fighting this difficult disease and support those working toward a cure; and

*Now, Therefore, Be it Resolved* that I, Martin J. Grohman, Mayor of the City of Biddeford, do hereby proclaim the Month of April 2025 as Parkinson's Awareness Month in Biddeford, Maine. I encourage all citizens to learn more about Parkinson's Disease, seek ways to support those living with it, and if possible, contribute to the Davis Phinney Foundation, Parkinson's Foundation, Michael J. Fox Foundation or the organization of their choice that supports research for a cure and provides services to improve quality of life.

*In Witness Whereof, We the undersigned have affixed  
our signatures this 15<sup>th</sup> day of April 2025.*

\_\_\_\_\_  
*Mayor*



\_\_\_\_\_  
*City Clerk*

# City of Biddeford



## PROCLAMATION

### 2025 National Public Safety Telecommunicators Week

*Whereas*, Public safety telecommunicators are a vital link between citizens and the emergency service they are in need of, whether it be police, fire or emergency medical assistance; and

*Whereas*, Telecommunicators are professionals whose multi-tasking, behind-the-scenes and often unrecognized actions are responsible for helping protect people and property; and

*Whereas*, Every single day of the year, residents rely on the knowledge and professionalism of Telecommunicators during critical incidents. The City of Biddeford is so fortunate to have a team of dedicated, knowledgeable professionals working for the City in this capacity; and

*Therefore be it Resolved* that I, Martin Grohman, Mayor of the City of Biddeford, Maine, along with the City Council, formally designate April 13th to 19th, 2025 as NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK in Biddeford, Maine in honor and recognition of our community's 9-1-1 professional telecommunicators and the vital contributions that they make to the safety and well-being of our community.

*In Witness Whereof, We the undersigned have herewith affixed  
our signatures this 15<sup>th</sup> day of April 2025.*

\_\_\_\_\_  
*Mayor*



\_\_\_\_\_  
*City Clerk*

**City of Biddeford**  
**City Council**  
**April 1, 2025 at 6:00 PM**  
**City Hall Council Chambers & Zoom**

**1. Roll Call**

Council President LaFountain - present  
Councilor Lessard - present  
Councilor Ortiz - present  
Councilor Emhiser - present  
Councilor Whiting - excused  
Councilor Beaupre - present  
Councilor Gross - present  
Councilor Belanger - present  
Councilor Doughty - present

**2. Pledge of Allegiance**

**3. Adjustment(s) to Agenda**

A second executive session will be added for 1 MRS 405 (6) a personnel matters.

**4. Public Hearing**

*4.a City Budget*

The public hearing opened at 6:02 pm

Seventeen citizens spoke in support of the McArthur Library. They spoke of its importance to all citizens, young and old, of the many services that it offers and the challenges it faces.

Fourteen citizens spoke in support of the Biddeford Community Gardens. It is a very important service allowing all citizens to grow food and beautify the city. It helps create community connections.

One citizen requested that the Council sell the cable access building.

One citizen spoke in support of proceeding with the skate park.

One citizen spoke in support of Seeds of Hope.

One citizen spoke in support of the APEX bike program.

The public hearing closed at 6:44 pm.

## **5. Presentation**

### *5.a MaineHousing Overview*

Tyler Norod from Westbrook Development Corporation gave a presentation to the Council on Mainehousing's scoring criteria for affordable housing projects.

### *5.b Comprehensive Plan Update*

A memo was sent to the Council with an update on the Comprehensive Plan, it has been added to the meeting archive.

## **6. Appointments**

### *6.a 2025.30 Approval Mayoral Appointments to Citizen Committees*

Motion: Councilor Emhiser

Second: Councilor Beaupre

Vote: Unanimous in favor.

Motion passed.

## **7. Public Addressing the Council**

One citizen spoke about a business closing on Main Street, the building was sold and the rent increased.

One citizen complimented the presentation on affordable housing and asked the Council to provide opportunities for citizen input on the comprehensive plan revisions.

One citizen spoke in support of the Recreation Department programs such as Cub Care and asked for improvements to the playground area as soon as possible.

## **8. Consideration of Minutes**

### *8.a Council Minutes 3-18-25*

Motion: Councilor Beaupre

Second: Councilor LaFountain

Vote: Unanimous in favor.

Motion passed.

## **9. Orders of the Day**

### *9.a 2025.31 Approval YCEMA Hazardous Materials Response Team Memorandum of Agreement*

Motion: Councilor Emhiser

Second: Councilor Lessard

Fire Chief Best explained that this allows the department to be reimbursed from York County for event response and training. It provides regional support to all departments in the program.

Vote: Unanimous in favor.

Motion passed.

### *9.b 2025.35 Approval / Context Architecture Site Analysis Agreement*

Motion: Councilor Belanger

Second: Councilor Emhiser

Vote: Unanimous in favor.

Motion passed.

### *9.c Remove from Table 2025.24) Approval / Reconstruction Gil Boucher Park Bath House*

Item was not removed from Table.

*9.d 2025.32 Approval/ Public Works Gilbert Boucher Park Bath House-Rebuild*

Motion: Councilor Beaupre

Second: Councilor Lessard

Recreation Department Director Lisa Thompson explained the estimate and design.

Councilor Lessard spoke in favor of the item; it goes back to the original design for less money than the most recent bid. He would like there to be a recognition plaque for anyone who works on it.

Vote: Unanimous in favor.

Motion passed.

*9.e 2025.34 Approval Vacant Building Registration Ordinance*

Motion: Councilor Beaupre

Second: Councilor LaFountain

Public comments – one citizen spoke about the fees and the timeline; both are a little aggressive. The rest is very well thought out.

Councilor LaFountain – motion to amend: Definitions (Section 34-562(B)(1)(iv)) Amend to replace iv. with:

- iv. Agricultural Buildings: Buildings located on properties actively used for agricultural purposes are excluded from this ordinance, provided proper documentation is submitted and approved by the Code Enforcement Office.

Second: Councilor Lessard

Vote on the amendment: Unanimous in favor.

Amendment passed.

Councilor LaFountain – motion to amend: Initial Registration Fee (Section 34-562(D)(1)) Amend to change the fee in the second sentence from \$600 to \$0.00 for the first six-month registration period.

Second: Councilor Beaupre

Vote on the amendment: 7 yeas – Councilors Ortiz, Belanger, Gross, Doughty, Beaupre, Emhiser, and LaFountain.

1 nay – Councilor Lessard.

Amendment passed.

Councilor LaFountain – motion to amend Exceptions for Documented Cases (Section 34-562(B)(1)(B)(ii) Properties subject to specific exceptions as outlined in Section 34-562 change (D) to (E))

Second: Councilor Beaupre

Vote: Unanimous in favor.

Amendment passed.

Vote on the order as amended: Unanimous in favor.

Motion passed.

#### *9.f 2025.33 MMA Legislative Policy Committee Members*

Motion: Councilor Emhiser

Second: Councilor Belanger

Vote: Unanimous in favor.

Motion passed.

### **10. Public Addressing the Council**

None

### **11. City Manager Report**

Manager Phinney gave an update on the FY23 audit. He provided a list of the items that will be reviewed at the next budget meeting.

### **12. Other Business**

Councilor Beaupre requested that an item be added to future agendas for Councilors to give updates on their committee work.

Councilor Beaupre gave an update on two committees. The Veterans Committee will be presenting the plaque for the General Nutting Bridge on Veterans Day. The Traffic Committee will place a 90-day parking ban on Lester B. Orcutt as a test. The 90 days will begin when the signs are put up in June. The committee will bring the item to the Council if they seek anything beyond the 90 days.

Councilor Lessard asked the City Solicitor if the test ban can be implemented without the Council's approval. City Solicitor Harry Center confirmed that it can.

Councilor Emhiser gave an update on the Wastewater Management Commission; they will be reviewing the budget next week including a competitive analysis of costs. They are also working on the recent DEP consent decree. They will have recommendations for the Council soon.

### **13. Council President Addressing the Council**

Council President LaFountain did not address the Council at this time.

### **14. Mayor Addressing the Council**

Mayor Grohman spoke about the combined Council/School Committee budget meeting the night before; progress was made and the students provided great food for the group.

He reminded everyone of the free smoke detector installation program happening on April 12<sup>th</sup>. Details are available on the City's website.

### **15. Executive Session**

*15.a Executive Session 1 MRS 405 (6) d Labor Negotiations*

*15. b. Executive Session 1 MRS 504 (6) a Personnel Matters*

Motion to enter executive sessions by Councilor LaFountain at 8:10 pm.

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

Motion to exit executive sessions at 9:24 pm by Councilor Belanger.

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

### **16. Adjourn**

Motion to adjourn by Councilor Belanger at 9:24 pm.



Second: Councilor Lessard

Vote: Unanimous in favor.

Meeting adjourned.

**City of Biddeford**  
**City Council**  
**April 7, 2025 at 5:30 PM**  
**City Hall Council Chambers**

**1. Roll Call** - all present

Council President LaFountain  
Councilor Lessard  
Councilor Ortiz  
Councilor Emhiser  
Councilor Whiting  
Councilor Beaupre  
Councilor Gross  
Councilor Belanger  
Councilor Doughty

**2. Pledge of Allegiance**

**3. Executive Session**

*3.a Executive Session Pursuant to 1 M.R.S. § 405 (6)( E) - Legal matter*

Motion to enter executive session at 5:32 pm by Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

Motion to exit executive session at 6:12 pm by Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Motion passed.

#### **4. Adjourn**

Motion to adjourn at 6:12 pm by Councilor Belanger

Second: Councilor Lessard

Vote: Unanimous in favor.

Meeting adjourned.

**Note - Council will re-open as the Budget Committee when the Executive Session has ended**



## City Council

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**Meeting Date:** April 15, 2025  
**Meeting Time:** 6:00 PM  
**Agenda Item No:** 8.a  
**Item Description:** 2025.34 Approval Vacant Building Registration Ordinance  
**Submitted By:** Roby Fecteau, Code Enforcement Officer

### **Supporting Information/Documentation:**

Vacant Building Registration and Fees order 2nd, 20250123 Proposed Vacant Building Registration Ordinance -REVISED Ver 3

### **Key Terms:**

### **Executive Summary:**

This item entails review of a proposed ordinance structured to establish a vacant building registry, escalating fee structure, and penalty provision. The proposed ordinance is intended to provide an incentive for keeping buildings occupied.

### **Detailed Review:**

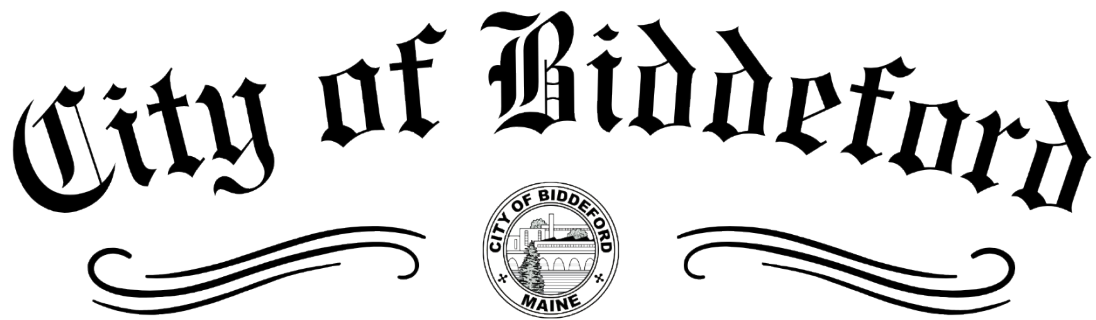
The City of Biddeford recognizes that vacant buildings negatively impact property values, neighborhood safety, and overall development within the downtown area. To address these concerns, this proposed ordinance establishes a vacant building registration requirement and an escalating fee structure to encourage property owners to return vacant buildings to productive use. At the height of the foreclosure crisis in 2008, Biddeford had over 50 buildings that were vacated. Many times it was difficult to find the responsible party to have work done to the property. Having an ordinance that requires registration would make things easier to contact banks, financial mortgage companies and current owners. It would also give us the tools to impose penalties for non-compliance.

This ordinance has been updated based on the committee review from the October 28, 2024, meeting. Blue underline is added/clarified information. Red strikethrough is deletions.

### **Funding Source:**

**Staff Recommendation:**

Staff recommends acceptance of the ordinance as presented with a recommendation to for to City Council for adoption.



**2025.34 IN BOARD OF CITY COUNCIL... April 1, 2025**

**BE IT ORDERED**, that the City Council of the City of Biddeford does hereby amend the Code of Ordinances as follows:

Amend Chapter 34 Environment to add Article VIII Vacant Building Registration and Fees (sec 34-562- 34-563

**April 1, 2025**

Motion: Councilor Beaupre

Second: Councilor Lessard

Councilor LaFountain – motion to amend: Definitions (Section 34-562(B)(1)(iv))

Amend to replace iv. with:

- iv. Agricultural Buildings: Buildings located on properties actively used for agricultural purposes are excluded from this ordinance, provided proper documentation is submitted and approved by the Code Enforcement Office.

Second: Councilor Lessard

Vote on the amendment: Unanimous in favor.

Amendment passed.

Councilor LaFountain – motion to amend: Initial Registration Fee (Section 34-562(D)(1)) Amend to change the fee in the second sentence from \$600 to \$0.00 for the first six month registration period.

Second: Councilor Beaupre

Vote on the amendment: 7 yeas – Councilors Ortiz, Belanger, Gross, Doughty, Beaupre, Emhiser, and LaFountain.

1 nay – Councilor Lessard.

Amendment passed.

Councilor LaFountain – motion to amend Exceptions for Documented Cases (Section 34-562(B)(1)(B)(ii) Properties subject to specific exceptions as outlined in Section 34-562 change (D) to (E))

Second: Councilor Beaupre

Vote: Unanimous in favor.

Amendment passed.

Vote on the order as amended: Unanimous in favor.

Motion passed.

**April 15, 2025**

**Attest by:** \_\_\_\_\_  
Robin Patterson, City Clerk

## Sec. 34-562: Vacant Building Registration and Fees

A. Purpose. The City of Biddeford recognizes that vacant buildings negatively impact property values, neighborhood safety, and overall development within the downtown area. To address these concerns, this provision establishes a vacant building registration requirement and an escalating fee structure to encourage property owners to return vacant buildings to productive use.

### B. Definitions.

1. Vacant Building. A *vacant building* is building or structure, regardless of its zoning designation, that meets either of the following criteria:

A. Unoccupied or Largely Unused: The building as a whole is unoccupied and has been devoid of lawful and consistent human use or activity for a period of 60 consecutive days or more.

- For multi-unit buildings, the property is considered vacant only if all units or sections within the building are unoccupied. Any portion of the building that remains lawfully occupied or actively in use will exempt the entire building from being deemed vacant.

B. Not Actively in Use for Its Intended Purpose: The building is not being actively utilized for its primary intended residential, commercial, or industrial purpose, including but not limited to habitation, commerce, or manufacturing.

- i. Exclusions for Temporary or Minimal Use: Temporary, sporadic, or occasional entry into the building or its premises, including activities such as maintenance visits or limited, single-day usage, does not constitute occupancy for the purposes of this ordinance.
- ii. Exceptions for Documented Cases: Properties subject to specific exceptions as outlined in Section 34-562(D) are excluded from this definition provided proper documentation is submitted and approved by the Code Enforcement Office.
- iii. Seasonal Single-Family Homes” Properties that are only occupied during certain seasons shall not apply to this ordinance.
- iv. Agricultural buildings in Rural Farm (RF) and Limited Rural Farm (LRF) are subject to this ordinance

### C. Registration Requirement.

The registration shall be valid for a period of six-months. Upon expiration of the registration a renewal must be filed within 15-days of the expiration date and thereafter for any subsequent renewals. Failure to register or renew the



registration for the property within the prescribed time frame shall result in penalties as outlined in subsection H.

**D. Initial Registration and Renewal Fees.**

1. The initial registration shall be active for a period of six-months from the date of receipt of the initial registration by the Code Enforcement Office, or the date of the required initial registration as defined in subsection C, whichever is earlier. Upon registering a vacant building, the owner must pay an initial fee of \$600.00 for the first six-month registration period.
2. For each subsequent renewal, a fee shall be due, escalating as follows:
  - First renewal (after six months): \$300.00
  - Second renewal (after 12 months): \$600.00
  - Third renewal (after 18 months): \$1,200.00
  - Subsequent renewals: \$2,400.00 (semi-annual cap)
3. This escalating fee structure is intended to incentivize owners to rehabilitate or sell their properties, minimizing the time buildings remain vacant.

**E. Exceptions.** The following types of vacant properties are exempt from the fee structure but must still register with the Code Enforcement Office:

1. Primary residences of individuals on active military duty.
2. Properties where owners have filed proper documentation indicating seasonal or alternative living arrangements, with the intention to return.
3. Properties undergoing repairs due to fire or natural disasters, provided the owner is actively working to restore the building.
4. Property owners demonstrating hardships
5. Properties under construction that have not been issued an occupancy permit or maintain active permit status

**F. Standards for Vacant Building Maintenance.** All vacant buildings must comply with minimum maintenance standards to ensure public safety and neighborhood quality, including:

1. Securing all doors, windows, and other openings to prevent intrusion.
2. Maintaining the building and surrounding premises in a clean and sanitary condition, free from hazards or nuisances, including trash and overgrown vegetation.
3. Ensuring the building remains structurally sound and free of damage that could pose risks to public health or safety.
4. Demonstrated Hardships:
  - i. Property owners who can demonstrate significant financial, legal, or personal hardships that prevent them from actively occupying, selling, or rehabilitating the building may request an exemption from the fee structure.
  - ii. Such exemptions will be granted on a case-by-case basis upon submission of appropriate documentation to the Code Enforcement

Office. Examples of qualifying hardships may include, but are not limited to:

- a. Pending legal proceedings (e.g., probate or foreclosure).
- b. Substantial financial constraints due to unforeseen circumstances.
- c. Medical or family emergencies that impede the owner's ability to manage the property.

- iii. Exemptions for demonstrated hardships must be renewed every six months and are subject to review to ensure the hardship persists.

**G. Enforcement.** The Code Enforcement Office will inspect vacant buildings during each registration period to ensure compliance with maintenance standards. Failure to meet these standards may result in the issuance of an abatement order, as well as additional fines.

#### **H. Violations and Penalties.**

1. Any owner who fails to register a vacant property within the required time frame shall be subject to a fine of \$500 for each month the building remains unregistered.
2. In addition to registration penalties, properties deemed dangerous or abandoned by the Code Enforcement Office may be subject to condemnation or further enforcement actions, including foreclosure proceedings.

### **Sec. 34-563: Appeal Procedure**

#### **A. Right to Appeal.**

Any property owner or responsible party who is issued a notice of violation, denied a vacant building registration permit, or subject to fees under this ordinance has the right to appeal the decision.

#### **B. Appeal Process.**

1. Appeals must be submitted in writing to the Code Enforcement Office within 30 days of receiving the notice of violation, permit denial, or fee assessment.
2. The appeal shall be reviewed by the City Manager.

#### **C. Appeal Review.**

The City Manager will:

1. Review the circumstances leading to the violation, permit denial, or fee assessment, as well as any relevant documentation provided by the property owner.
2. Consider statements from both the property owner or responsible party and the Code Enforcement Officer.
3. Make a determination based on the evidence and applicable city

ordinances.

**D. Decision.**

The City Manager shall issue a decision within 30 days of the appeal submission. The decision may:

1. Uphold the notice of violation, permit denial, or fee assessment.
2. Reverse or modify the decision of the Code Enforcement Officer if deemed appropriate based on the facts presented.

**E. Finality of Decision.**

The decision of the City Manager is final. Further appeals may be pursued in accordance with state law.



## City Council

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**Meeting Date:** April 15, 2025  
**Meeting Time:** 6:00 PM  
**Agenda Item No:** 9.a  
**Item Description:** 2025.37 Approval Rec Playground RFP  
**Submitted By:** Lisa Thompson, Recreation Director

### **Supporting Information/Documentation:**

2025 Council Order 2025.37, Biddeford Playground\_J.Richard Martin RFP Response - Ultiplay, NERECGROUProposal, ME REC and DESIGN Proposal, BURKE proposal, NERECGROUP3, Burke photo 1

### **Key Terms:**

N/A

### **Executive Summary:**

To approve funding for a new playground to be installed at the J. Richard Martin Community Center, 189 Alfred St.,

### **Detailed Review:**

The Recreation Department published an RFP for a new playground to be installed at the J. Richard Martin Community Center. The Community Center is home of the city's after-school program for ages 5- 11, and also supports an 8-week summer camp and 2 school vacation week camps for children ages 5-11. Approximately 125–150 children attend programs at the Community Center Monday-Friday, approximately 42 weeks during the school year and 8 additional weeks in the summer. We received proposals from 4 different companies and a total of 9 designs. Pricing ranged from \$192,900 to \$249,900.

### **Funding Source:**

\$241,886.00 to be funded through a Community Development Block Grant (CDBG)

### **Staff Recommendation:**

Recreation Department staff are recommending and combination of Concepts #1 and #2 from the proposal from Ultiplay in the amount of \$241,866.00 This design utilizes the entire space

in the front of the facility to include the following elements for inclusive passive and active recreational opportunities for all ages:

- A play structure for ages 5-10

- A play structure for ages 2-5

- Percussion play nature ensemble ( this may be swapped out for a different play element )

- 5 new swings

- 5 new benches

- 2 ADA picnic tables

Stonedust walking paths will surround the play areas, providing opportunities for walking, allowing parents with strollers and wheelchairs to access the area.

This design and elements create a destination park that can be enjoyed by the community on a year round basis, giving all ages opportunities for recreation, socialization and gathering.

# City of Biddeford

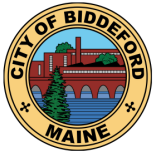
The seal of the City of Biddeford, Maine, is circular. It features a central illustration of a lighthouse on an island, with a ship in the water. The words "CITY OF BIDDEFORD" are inscribed around the top inner edge, and "MAINE" is at the bottom. The seal is flanked by two decorative, symmetrical scroll-like flourishes.

**2025.37                      IN BOARD OF CITY COUNCIL...April 15, 2025**

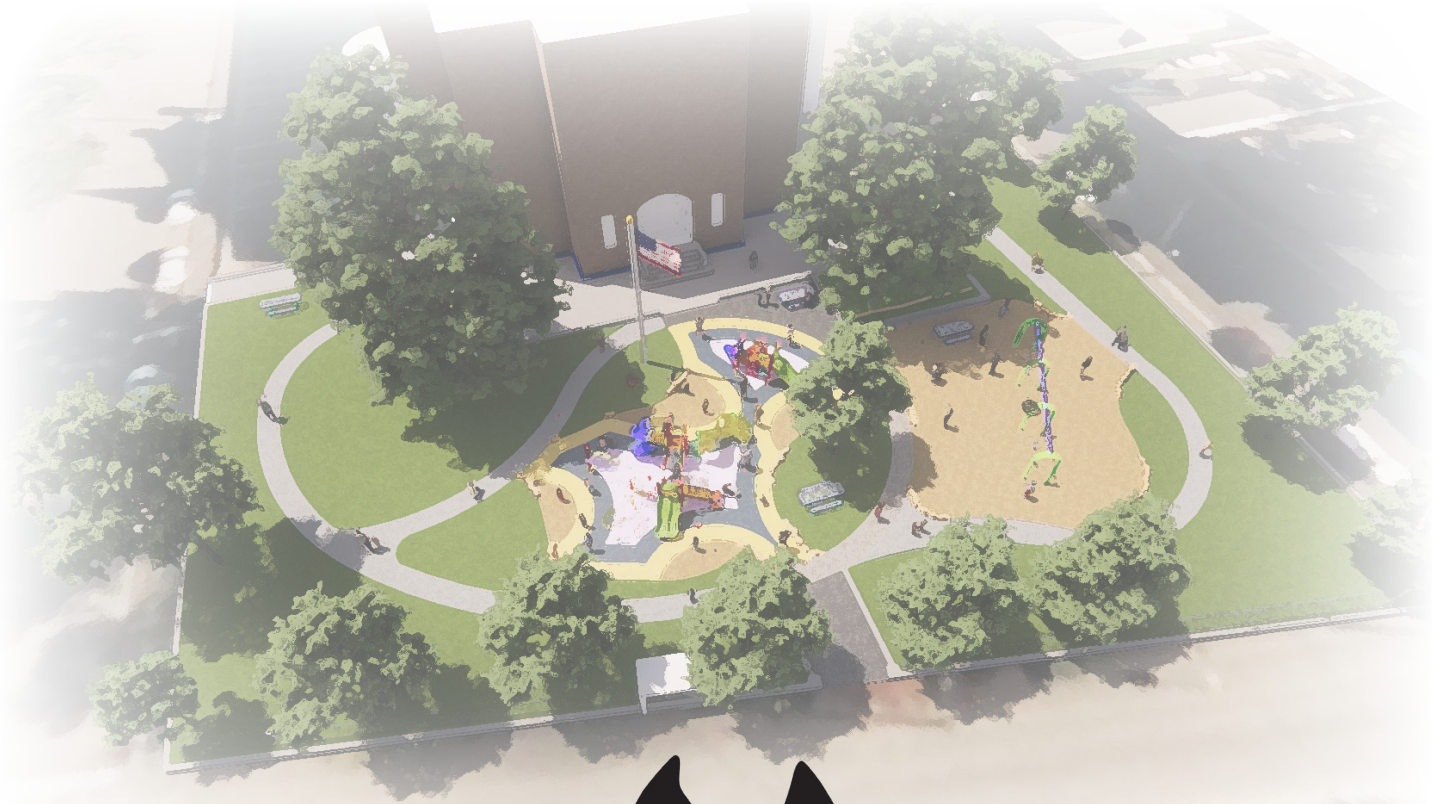
**BE IT ORDERED**, that the City Council approves the recommendation for a proposal for a design build for a new playground and park upgrades for the J. Richard Martin Community Center in the amount of \$241,886.00.

**Attest by:** \_\_\_\_\_





**Biddeford City Playground Project**  
**RFP Response**  
**April 7, 2024**  
J.R. Martin Community Park



# Project Approach

**Lisa Thompson, CPRP**

**Recreation Director**

City of Biddeford

P.O. Box 586

Biddeford, ME 04005

207-283-0841



## Project Understanding

We are pleased to submit our proposal for the design, procurement, and installation of new playground elements at the J. Richard Martin Community Center. We recognize the incredible potential this site holds—not only as a vibrant recreational space for children, but as a true community cornerstone that reflects Biddeford’s values of inclusion, history, and connection.

## The Value of Play and Community

At its core, a playground is more than a collection of structures. It’s a civic space where imaginations run free, neighbors meet, and children of all abilities learn through movement, interaction, and joy. In community parks like J. Richard Martin, play becomes a vehicle for public life—fostering mental, physical, and emotional well-being in ways that echo for generations. A well-designed play space is a daily investment in the health, creativity, and cohesion of the community it serves.

## Our Project Understanding

We understand this project includes the design and installation of play systems for two age groups—ages 2-5 and 5-12—within the defined playground boundaries. The City’s expectations include commercial-grade equipment, safe surfacing, accessibility compliance (ADA), and adherence to federal safety standards (CPSC, ASTM, IPEMA). Equipment should be installed turnkey, with delivery, instructions, and maintenance documentation included.

We also acknowledge the most recent addendum issued by the City, including clarification on fence placement and layout limitations. Our designs fully consider this guidance.

## Why Four Concepts Instead of Two

While the RFP requested two conceptual sketches with itemized pricing, we felt that limiting the design response to two concepts would restrict the City’s ability to fully visualize the range of opportunities for this special site.

Our team believes that J. Richard Martin Community Center deserves options that reflect the entire spectrum of investment, programming, and vision. In response, we’ve developed four scalable concepts—each with its own identity, priorities, and cost considerations—offering short-term practicality and long-term adaptability.



# Project Approach



## **The Four Concepts: From Full-Scale to Strategic Flexibility**

### **Concept 1: Community-Focused with Balanced Play & Gathering**

A fully realized community park approach, blending play for all ages with shaded seating, music elements, gathering spaces, and integrated surfacing. This concept is ideal for communities seeking a long-term, all-inclusive destination.

### **Concept 2: Community-Centric with Big Play Energy & Active Recreation**

A bold, play-centric scheme centered on large climbing structures, active zones, and immersive physical engagement. This option maximizes adventure within budget while minimizing paths and non-play features.

### **Concept 3: The Heritage Grid – Max Play**

Focused on high-energy, large-scale play within a rectilinear layout, this concept reflects a balance between tradition and activity. Its organized design and prominent structures honor the park's urban context and its future as a civic landmark.

### **Concept 4: The Heritage Grid - Reduced**

Designed to meet essential needs for the next 3–5 years, this concept offers high-impact, inclusive play on a reduced scale. It provides critical accessibility, sensory features, and core amenities, ensuring meaningful use within a modest investment.

## **A Thoughtful, Collaborative Approach**

We are committed to collaborating closely with Biddeford's Recreation and Public Works/Parks Departments to ensure a successful project outcome. Our approach balances creative vision with practical execution, attention to detail with safety and compliance, and aesthetics with community functionality.

We're excited to be part of this journey and are confident that these four concepts offer the City a clear picture of what's possible, whether looking to build a flagship park or lay a strategic foundation for future growth.

Thank you for the opportunity to submit our proposal. We look forward to the possibility of working together to shape a space that invites all Biddeford residents to play, gather, and thrive.

# Project Incentives



## Timeline

Playworld production or lead time is currently 5 weeks. UltiPlay installer can be flexible in working with the City of Biddeford for the installation timeline. We can install anytime early summer prior to September 1<sup>st</sup>.

## Project Incentives

As part of our commitment to the long-term success of this project, UltiPlay and our team are proud to offer the following added-value incentives at no additional cost to the City of Biddeford:

- **Free post-installation site visit and safety audit** one year after completion to review equipment condition and surfacing performance.
- **Free warranty parts installation for the life of the playground** — ensuring peace of mind and minimizing long-term maintenance costs.
- **Tiered equipment discounts for future projects** — including 18% off for additional improvements at the Community Center, 20% for follow-up city projects, and 22.5% for larger multi-site efforts.
- **Sponsored ribbon cutting ceremony** celebrating the park opening, including a **collaborative community mural painting event for local children**. This mural will be created on a large, portable canvas (not the building), offering a fun, lasting expression of community pride and youth involvement.
- **Digital 3D model or visual board** of the selected concept to support fundraising, community outreach, or marketing.
- **Optional community build day coordination** for non-technical features (e.g., benches or



## Project Team



**Role: Project Lead**

**Mike Parody, CPSI**

President/Owner

UltiPlay Parks & Playgrounds

C: 774.287.9182

T: 866.575.PLAY

W: [ultiplayus.com](http://ultiplayus.com)

Main Office Address: 43 Main Street,  
Blackstone, MA 01504

**Role: Project Manager**

**Chris Martin, CPSI**

Northern New England Sales

Representative

C: 774.287.9182

T: 866.575.PLAY

W: [ultiplayus.com](http://ultiplayus.com)

Main Office Address: 43 Main Street,  
Blackstone, MA 01504

**Role: Installer**

**Flaviano Ferreira, CPSI**

Head Foreman

C: 774.287.9182

T: 866.575.PLAY

W: [ultiplayus.com](http://ultiplayus.com)

Main Office Address: 43 Main Street,  
Blackstone, MA 01504

**Role: Maine Registered  
Landscape Architect**  
(Biddeford, ME Resident)

**Braden Drypolcher, RLA**

Principal/Owner

Dry Landscape Architecture, LLC

email: [dry-la@outlook.com](mailto:dry-la@outlook.com)

telephone: (603) 496-8020

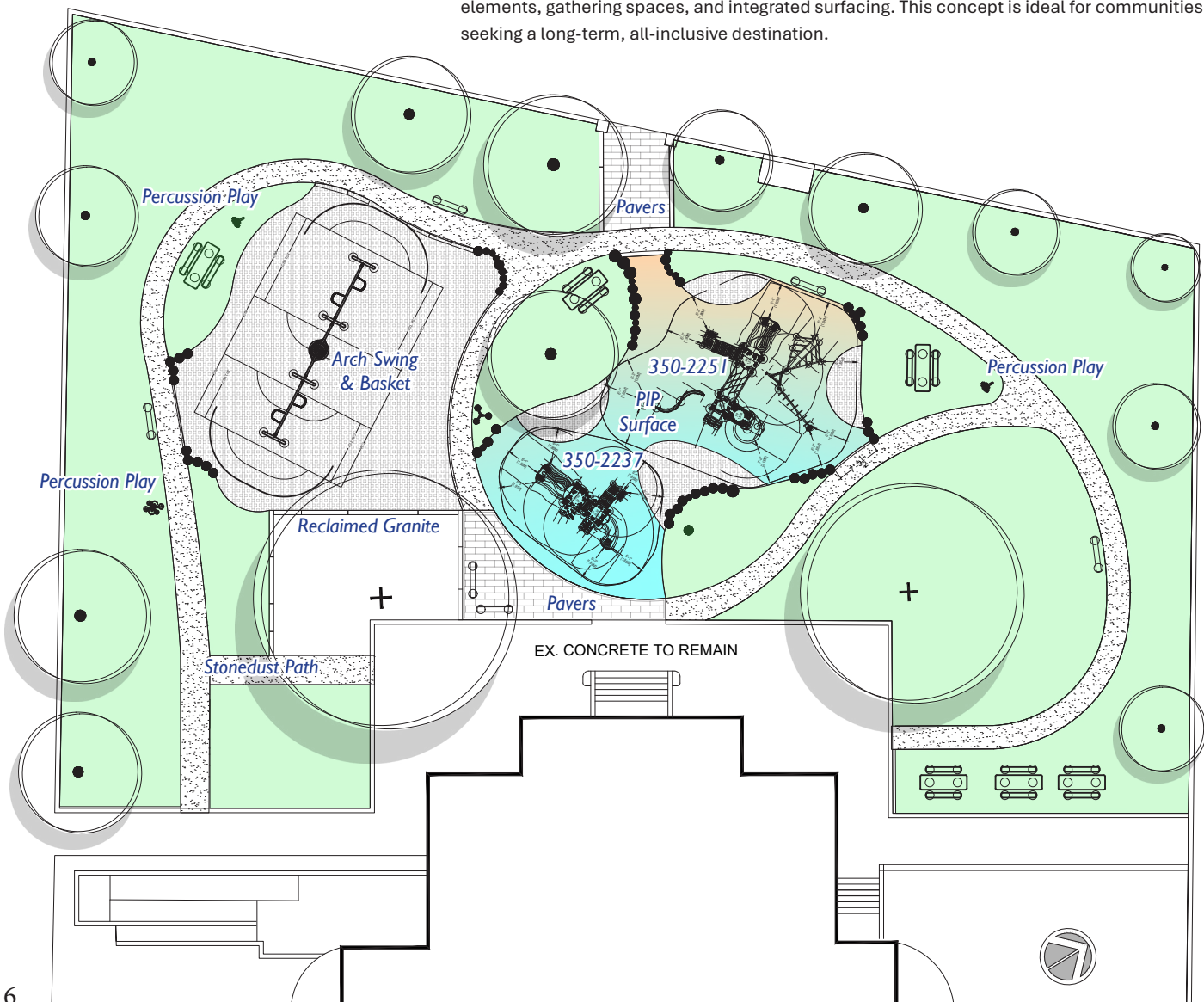
Main Office Address: 31 Miller Avenue,  
Biddeford, ME



## Concept I: Community-Focused with Balanced Play & Gathering



A fully realized community park approach, blending play for all ages with shaded seating, music elements, gathering spaces, and integrated surfacing. This concept is ideal for communities seeking a long-term, all-inclusive destination.





## Concept 1: Community-Focused with Balanced Play & Gathering

### Equipment - \$90,703

- Percussion Play Nature Ensemble (with shipping) - \$12,990
- 350-2251 Play Structure (with 18% discount) - \$42,230
- 350-2237 Play Structure (with 18% discount) - \$18,040
- Arch Swings with Basket Seat (with 18% discount) - \$8,093
- Bid Bond - \$4,900
- Shipping - \$4,450

### Site Improvements \$84,330

- Installation by UltiPlay - \$32,980
- Surfacing: 1,840 sq ft of PIP Rubber at \$25/sq ft - \$46,000
- Engineered Wood Fiber (EWF) - 130 yards at \$35/yard installed- \$4,550
- Swing Wear Mats (for all swings) - \$800

### Site Amenities \$3,600

- (2) Wabash ADA Picnic Tables - \$2,400
- (2) Taft Benches - \$1,200
- (3) Taft Benches (included with UltiPlay Partnership)

### Additional Line Items \$54,000

- Concrete unit pavers \$13,500
- Stone Dust Paths \$18,000
- Reset granite curbing 128 L.F.-\$6,000
- Natural Log Timber edging -\$5,000
- 4x4 timber edging- \$3,500
- Topsoil-\$4,500
- Planting and Seeding - \$3,500

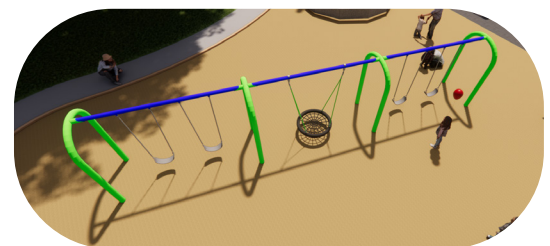
**Total Cost: \$232,633**



350-2237



350-2251



Arch Swings & Basket



## Concept I: Community-Focused with Balanced Play & Gathering





## Concept I

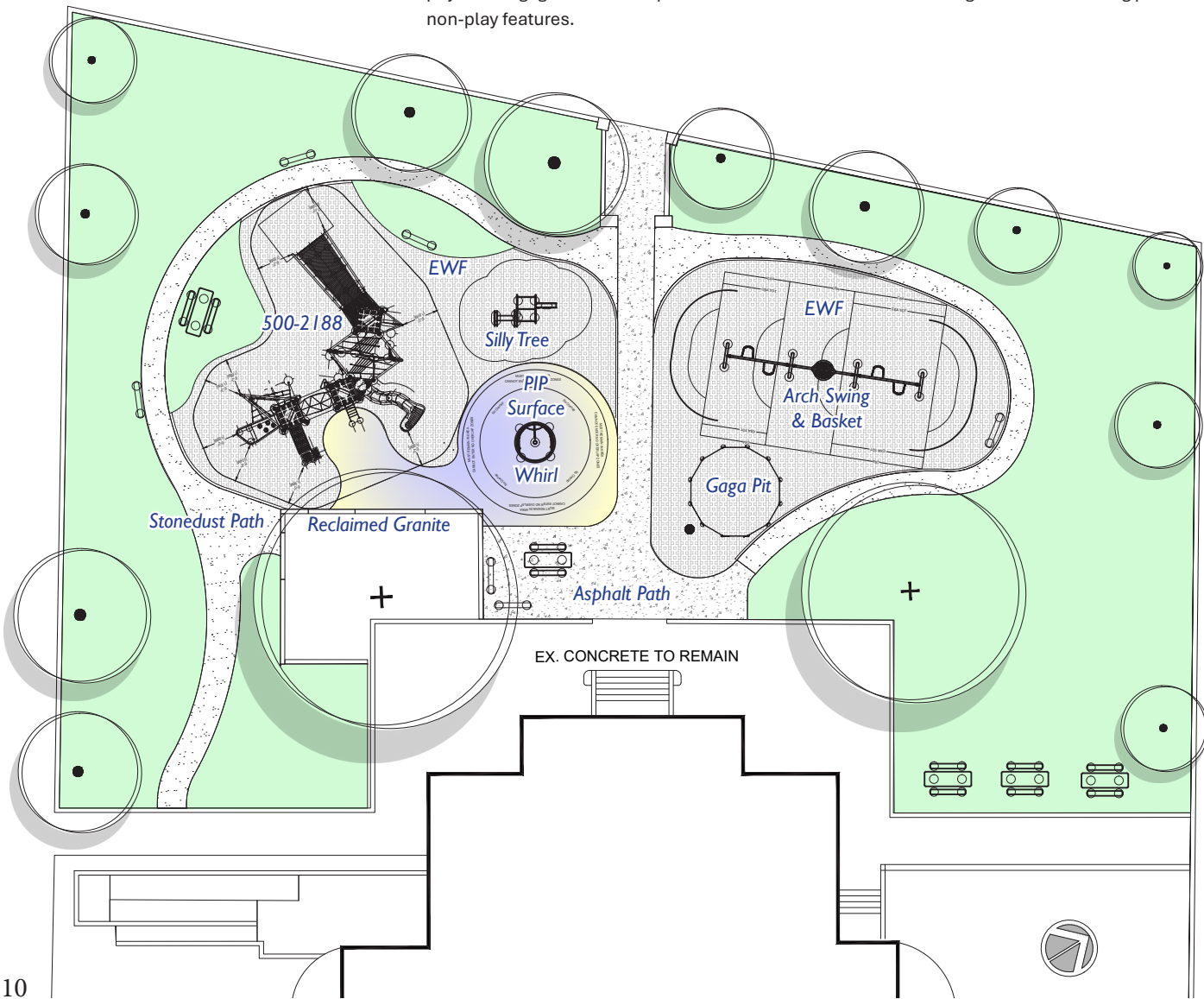




**Concept 2: Community-Centric with Big Play Energy & Active Recreation**



A bold, play-centric scheme centered on large climbing structures, active zones, and immersive physical engagement. This option maximizes adventure within budget while minimizing paths and non-play features.







## Concept 2: Community-Centric with Big Play Energy & Active Recreation

### Equipment \$119,936

- Gaga Pit - \$3,000
- 500-2188 Play Structure (with 18% discount) - \$74,620
- Accessible Whirl (with 18% discount) - \$13,448
- Silly Tree (with 18% discount) \$ 11,425
- Arch Swings with Basket Seat (with 18% discount) - \$8,093
- Bid Bond \$4,900
- Shipping \$4,450

### Site Improvements \$70,280

- Installation by UltiPlay - \$37,980
- PIP Surfacing: 910 sq ft at \$25/sq ft - \$22,750
- Engineered Wood Fiber (EWF) - 250 yards at \$35/yard installed - \$8,750
- Swing Wear Mats (for all swings) - \$800

### Site Amenities \$8,170

- (2) Wabash ADA Picnic Tables - \$2,400
- (3) Wabash Picnic Tables - \$3,970
- (3) Taft Benches - Included
- (3) Taft Benches - \$1,800

### Additional Line Items - \$43,500

- Asphalt Paths - \$15,000
- Stone Dust Paths - \$14,000
- Reset granite curbing - \$2,500
- 4x4 Timber Edging - 200 lf \$4000
- Planting and Seeding - \$3,500
- Topsoil - \$4,500

**Total Cost: \$241,886**



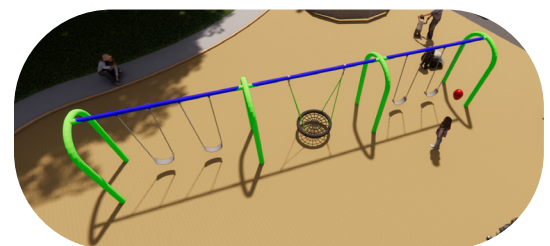
Accessible Whirl



500-2118



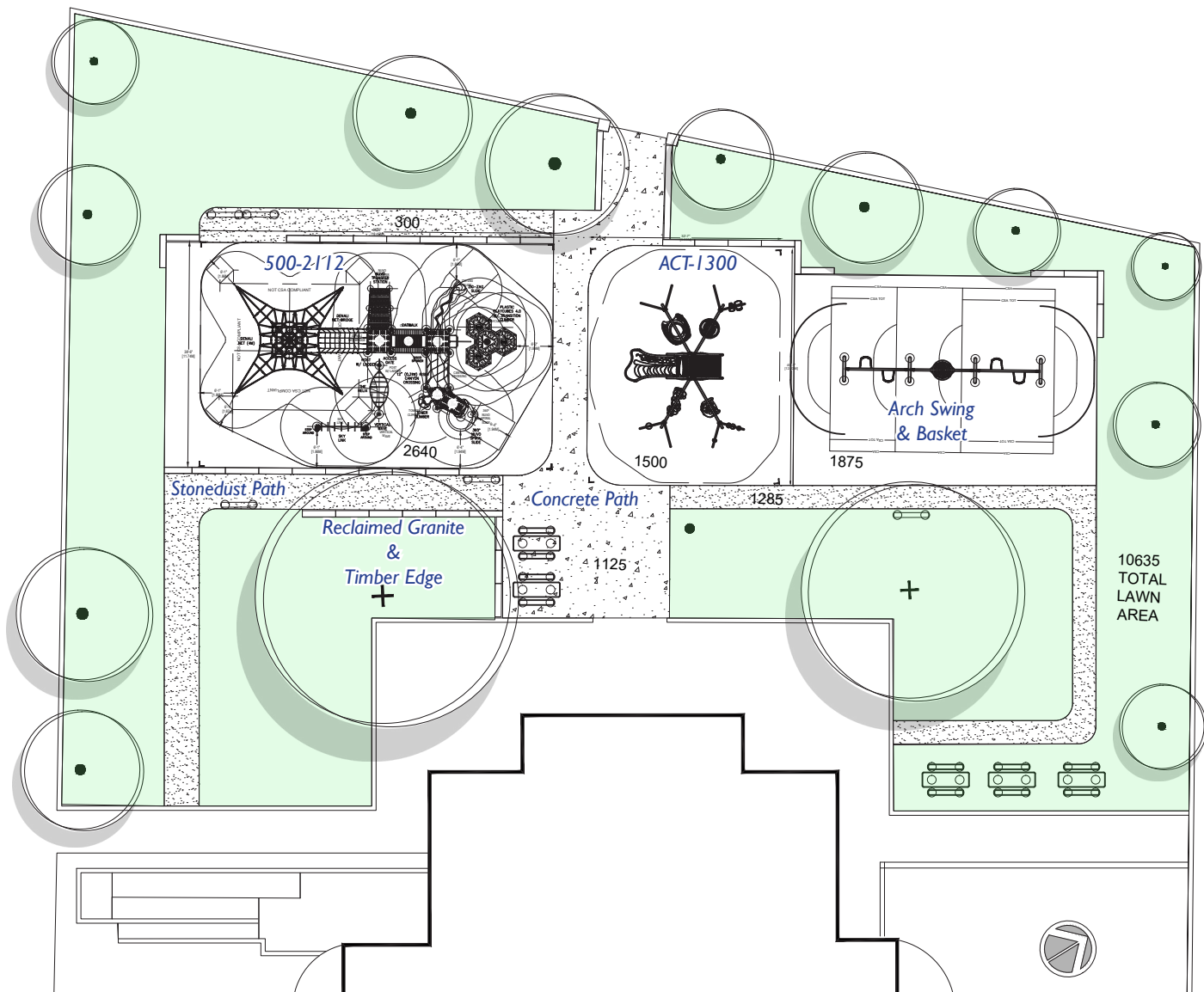
Silly Tree



Arch Swings & Basket

### Concept 3: Heritage Grid - Max Play

Focused on high-energy, large-scale play within a rectilinear layout, this concept reflects a balance between tradition and activity. Its organized design and prominent structures honor the park's urban context and its future as a civic landmark.





## Concept 3: The Heritage Grid

### Equipment \$138,803

- Large Play Structure - \$81,180
- Additional Play Structure - \$40,180
- Arch Swings with Basket Seat - \$8,093
- Bid Bond \$4,900
- Shipping \$4,450

### Site Improvements \$47,000

- Installation by UltiPlay - \$35,700
- Engineered Wood Fiber (EWF) - 300 yards at \$35/yard installed - \$10,500
- Swing Wear Mats (for all swings) - \$800

### Site Amenities \$8,170

- (2) Wabash ADA Picnic Tables - \$2,400
- (3) Wabash Picnic Tables - \$3,970
- (3) Taft Benches - Included
- (3) Taft Benches - \$1,800

### Additional Line Items - \$49,500

- Concrete Paths --\$24,000
- Stone Dust Paths -\$5,500
- Reset granite curbing-\$6,500
- 4x4 Timber Edging - \$5,500
- Planting and Seeding - \$3,500
- Topsoil-\$4,500

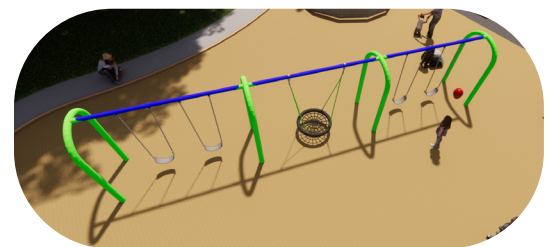
**Total Cost: \$243,473**

500-2112

Play Equipment Colors TBD



ACT-I 300



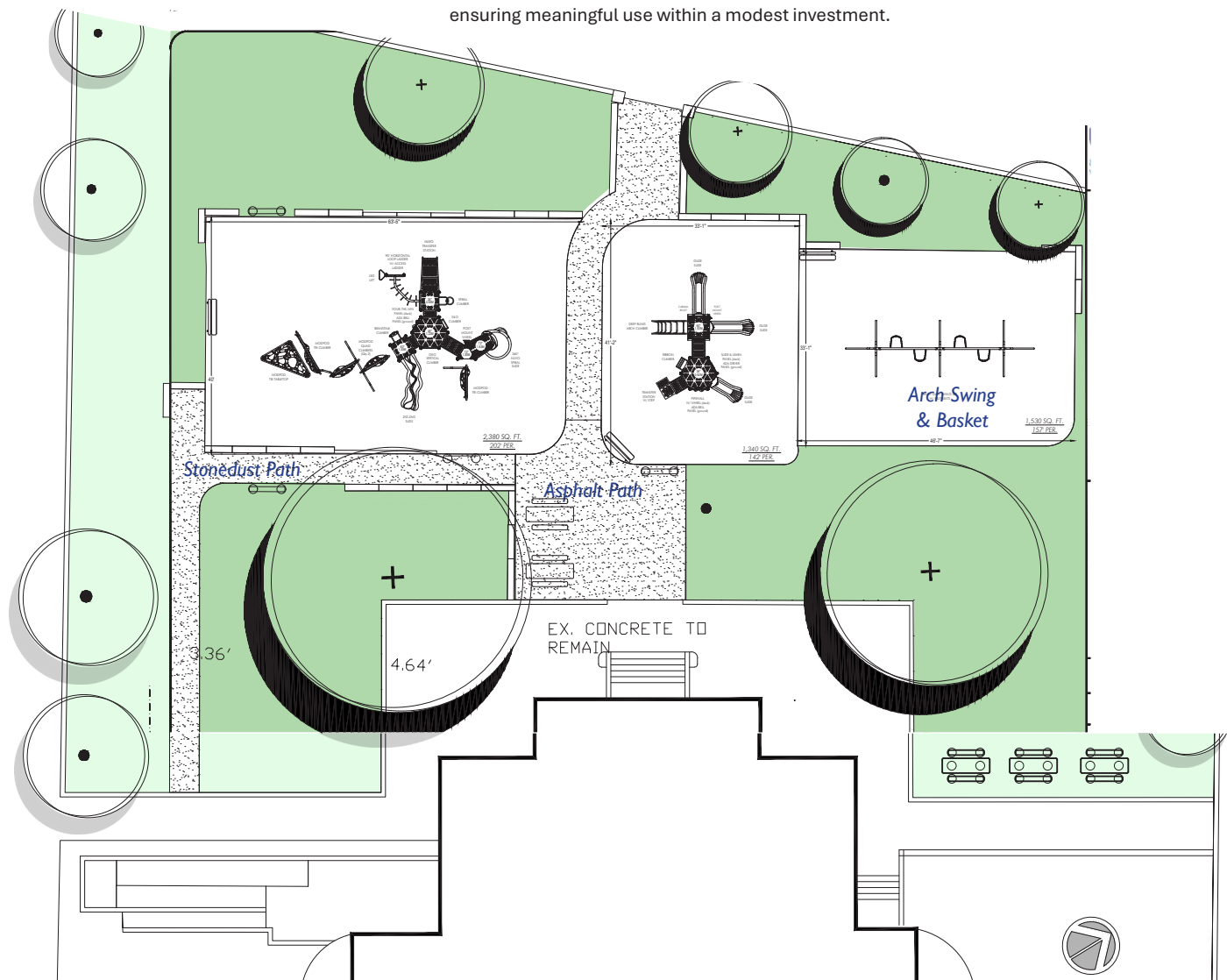
Arch Swings & Basket

Play Equipment Colors TBD



## A vibrant, colorful playground structure with slides, climbing areas, and platforms, set in a grassy park area with trees and a fence in the background. Several children are playing on the equipment.

Designed to meet essential needs for the next 3–5 years, this concept offers high-impact, inclusive play on a reduced scale. It provides critical accessibility, sensory features, and core amenities, ensuring meaningful use within a modest investment.



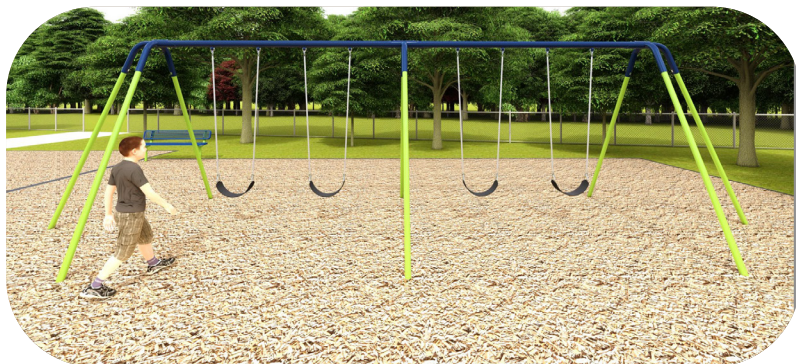




## Concept 4: Heritage Grid- Reduced

### Equipment \$110,190

- Large Play Structure - \$75,261
- Additional Play Structure - \$23,069
- Double Bay Heavy Duty Swings- \$4,260
- Bid Bond \$4,900
- Shipping \$2,700



Swings

### Site Improvements \$38,300

- Installation by UltiPlay - \$27,200
- Engineered Wood Fiber (EWf) - 300 yards at \$35/yard installed - \$10,500
- Swing Wear Mats (for all swings) - \$600

### Site Amenities Included

3 backed Wabash benches and 5 Wabash Standard Picnic Tables

### Additional Line Items

- Asphalt Paths -\$18,000
- Stone Dust Paths -\$5,500
- Reset granite curbing-\$6,500
- 4x4 Timber Edging – \$5,500
- Planting and Seeding - \$3,500
- Topsoil-\$4,500

**Total Cost: \$192,990**



## BID – CONTRACT

**PROJECT IDENTIFICATION: City of Biddeford Playground Projects**

THIS BID SUBMITTED TO: City of Biddeford, Maine

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, to complete all work as specified or indicated in the Contract Documents for the Contract Price, and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain open for a minimum of four months after the Bid opening. BIDDER will sign the Agreement and submit the contract security and other documents required by the contract Documents within fifteen (15) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that
  - (a) BIDDER has examined copies of all the Contract Documents and the following addenda:

Date 3/26/25

Number Addendum 1
  - (b) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work and has made such independent investigation as BIDDER deems necessary;
  - (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.
4. BIDDER agrees that the work will be completed by **September 1, 2025**.

Respectfully submitted,

By: Michael Parody  
Name and Title President

For: UtiPlay Parks & Playgrounds, Inc.

(Seal if by a Corporation)

Address: 43 Main St.  
Blackstone, MA 01504

### **OUTLINE OF WORK**

- Design and installation of new playground structures.
- Removal of any waste incorporated by install of new equipment.
- Five (5) Year warranty.
- Provide a complete and operable product to the satisfaction of the owner.

# BID FORMS

Attached Below

### Unique Entity Identifier (UEI)

Any prime contractor receiving federal funds must have a UEI AND be registered in sam.gov. If you already have a UEI, please enter it here:

Business Name: Uth Play Parks & Playgrounds, Inc. UEI: ZHMLQSZ31DD3

If you do not have a UEI, please register for one and include with the bid a screenshot of our application confirmation. **When you are asked if you would like to be publicly searchable, you must click "yes".**

These resources may be helpful.

Here is some information that may be helpful to entities who either need to find their UEI or get a UEI.

<https://sam.gov/content/duns-uei>

Here is a video and Quick Start Guide for how to get a UEI if you don't have one.

[https://www.fsd.gov/gsafsd\\_sp?id=kb\\_article\\_view&sysparm\\_article=KB0038428&sys\\_kb\\_id=3fcb40b1b0a01d40ca4a97ae54bcbd7&spa=1](https://www.fsd.gov/gsafsd_sp?id=kb_article_view&sysparm_article=KB0038428&sys_kb_id=3fcb40b1b0a01d40ca4a97ae54bcbd7&spa=1)

Here is how to register in sam.gov. These registrations need to be updated annually.

<https://sam.gov/content/entity-registration>



**City of Biddeford Planning and Economic Development Department**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**CERTIFICATION OF CONTRACTOR REGARDING**  
**EQUAL EMPLOYMENT OPPORTUNITY**  
**(For Prime Contracts Exceeding \$10,000)**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER**

Name and address of bidder

UltiPlay Parks & Playgrounds, Inc.  
Michael Parody  
43 Main St  
Blackstone, MA 01504

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.  
☒ Yes      ☐ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
☒ Yes      ☐ No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
☒ Yes      ☐ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
☐ Yes      ☒ No

Michael Parody President  
Name and Title of Authorized Representative (print or type)

  
Signature of Authorized Representative

4/2/25  
Date

OCD/EEO/Con/2000

**City of Biddeford Planning and Economic Development  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICATION OF CONTRACTOR REGARDING  
SEGREGATED FACILITIES  
(For Prime Contracts Exceeding \$10,000)**

Name of Prime Contractor: Michael Parody

Project Name and Number: Playground Project at J. Richard Martin  
Community Center

The undersigned hereby certifies that:

- (a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Michael Parody President  
Name and Title of Authorized Representative (print or type)

  
Signature of Authorized Representative

4/2/25  
Date

OCD/SegCon/2000

**CITY OF BIDDEFORD HOUSING AND COMMUNITY DEVELOPMENT DIVISION**  
**SECTION 3 PRIME CONTRACTOR CERTIFICATION**

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development and individual self-sufficiency. Section 3 requires that to the greatest extent possible, economic opportunities that are generated by the use of Federal funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended. Section 3 established benchmark goals include (a) 25% of total labor hours worked by Section 3 workers; and (b) 5% of total labor hours worked by Targeted Section 3 workers.

UltiPlay Parks & Playgrounds, (hereinafter called the Subrecipient/Contractor), hereby CERTIFIES that upon being awarded a contract to participate in the following HUD-funded project:

City of Biddeford Playground Project (the Project) located in Biddeford in York County, that the Subrecipient/Contractor:

- A. Is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR Part 75; and
- B. Will comply with HUD regulations in 24 CFR Part 75; and
- C. Will submit to City of Portland appropriate Section 3 documentation of labor hours performed per contractor and subcontractor, certifications of Section 3 workers, and confirmation of Section 3 business concerns and Youthbuild participants;
- D. Will include the Section 3 Clause and Section 3 Certifications of Compliance in every subcontract, and further agrees to take the appropriate action pursuant to those regulations in the event the contractor/subcontractor is found to be in violation of 24 CFR Part 75; and
- E. Will not contract/subcontract with any contractor/subcontractor where the Subrecipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75.

Michael Parody President  
Name and Title of Authorized Representative (print or type)

[Signature]  
Signature of Authorized Representative

4/12/25  
Date



### **Section 3 Clause**

Must be included in contracts with all contractors, subcontractors, and lower-tier subcontractors

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u (Section 3), which contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations at 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract of in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



**CONTRACTOR'S DBE/SUBCONTRACTOR  
PROPOSED UTILIZATION FORM**

**All Bidders must furnish this form with their bid on Bid Opening day**

Contractor: Uthi Play Parks & Playgrounds Inc. Telephone: 508-634-1497 Ext. \_\_\_\_\_  
 Contact Person: Michael Parody Fax: \_\_\_\_\_  
 E-mail: MParody@UthiPlayus.com Tax ID: 04-3549308  
 BID DATE: 4/7/25 Bid Price: 249,999.99  
 PROJECT # J. Martin C.C. PROJECT LOCATION: Biddleford, ME

TOTAL ANTICIPATED DBE 0 % PARTICIPATION FOR THIS CONTRACT

| W<br>B<br>E                         | M<br>B<br>E | No<br>n<br>DB<br>E | Firm Name | Item Number &<br>Description of Work | Quantity | Cost Per<br>Unit/Item | Anticipated \$<br>Value |
|-------------------------------------|-------------|--------------------|-----------|--------------------------------------|----------|-----------------------|-------------------------|
|                                     |             |                    |           |                                      |          |                       |                         |
|                                     |             |                    |           |                                      |          |                       |                         |
|                                     |             |                    |           |                                      |          |                       |                         |
|                                     |             |                    |           |                                      |          |                       |                         |
|                                     |             |                    |           |                                      |          |                       |                         |
|                                     |             |                    |           |                                      |          |                       |                         |
|                                     |             |                    |           |                                      |          |                       |                         |
|                                     |             |                    |           |                                      |          |                       |                         |
| Subcontractor<br>Total<br>DBE Total |             |                    |           |                                      |          |                       |                         |

NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL FEDERALLY FUNDED CDBG CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS.

Staff Use:

Form received: \_\_\_/\_\_\_/\_\_\_ Verified by: \_\_\_\_\_

For a complete list of certified firms and company designation (WBE/DBE) go to  
<http://www.maine.gov/mdot/civilrights/>

## Estimated Labor Hours and Positions

### Contact Information

Project Name: Playground Project at J. Richard Martin Community Center  
Project Address: 189 Alfred St. Biddeford, ME 04005  
Company Name: UTI Play Parks & Playgrounds, Inc.

### Labor Hours

Please estimate the total labor hours you expect on this project, including subcontractors. 740

### Employment

Please review the Davis-Bacon wage determination and identify any labor categories that are not captured on the wage determination, and the approximate wage for each. This information will be used to request wage classifications from the Department of Labor.

| Job Title | Wage |
|-----------|------|
|           |      |
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|           |      |

Company Officer Name Printed: Michael Parody

Company Officer Signature: [Signature] Date: 4/2/25

Company Officer Email and Phone: m.parody@utiplayus.com 508-634-1497

## **Build America, Buy America**

The bidder must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the BAP, for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note.

US Department of Housing and Urban Development (HUD) has implemented a department wide public interest *de minimis*, Small Grants, and Minor Components waiver to the BAP requirement as applied to iron, steel, manufactured products, and construction materials of the Act for recipients of Federal Financial Assistance, with the threshold for the waiver being set at \$250,000.00 for total project cost. This means that:

A. If the total project cost is \$249,999.99 or less, the project is currently exempt from BABA requirements.

B. If the total project cost totals \$250,000.00 or more, the project is subject to BABA requirements.

As officers and representative of: WhiPlay Parks & Playgrounds, LLC.  
(Name of Contractor)

On behalf of the Company, I have read the above BABA requirements and will provide back-up documentation to certify compliance with this requirement.

Michael Parody President  
Name and Title of the Authorized Representative (print or type)

[Signature] 4/2/25  
Signature of Authorized Representative Date





# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

ULTIPLAY PARKS AND PLAYGROUNDS, INC.  
43 Main Street  
Blackstone, MA 01504

### SURETY:

(Name, legal status and principal place of business)

LEXON INSURANCE COMPANY  
10002 Shelbyville Rd.  
Louisville, KY 40223

### OWNER:

(Name, legal status and address)

CITY OF BIDDEFORD

205 Main Street, Biddeford, ME 04005

**BOND AMOUNT:** Five Percent of Amount bid  
(5% of Amount Bid)

### PROJECT:

(Name, location or address, and Project number, if any)

Playground Project Located at J. Richard Martin Community Center, Biddeford, ME

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

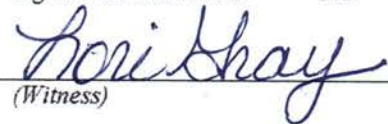
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of March, 2025

  
(Witness)

ULTIPLAY PARKS AND PLAYGROUNDS, INC.

(Principal)

  
(Title)

(Seal)

LEXON INSURANCE COMPANY.

(Surety)

  
(Title)

(Seal)

Jennifer Williams, Attorney in Fact





KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Susan A. Welsh, Sandra M. Winsted, Christina L. Sandoval, Judith A. Lucky-Eftimov, Aerie Walton, Derek J. Elston, Jennifer Williams, Salena Wood, Eric Sauer, Bartłomiej Slepinski, Barbara Pannier, Rachel Fore, Kristin L. Hannigan, Samantha Chierici, Corinne Chapman, Jean Torres, Roger Paraison, Nicholas Kertesz, Dartonya Wright, Tara A. Reimer, Richard Casa as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00)

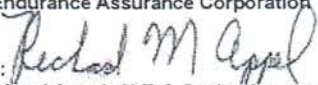
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

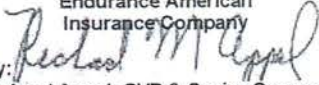
This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

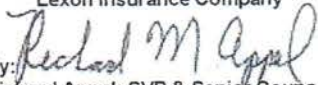
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

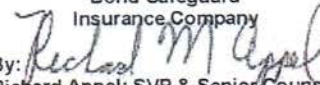
RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25<sup>th</sup> day of May, 2023.

Endurance Assurance Corporation  
By:   
Richard Appel: SVP & Senior Counsel

Endurance American Insurance Company  
By:   
Richard Appel: SVP & Senior Counsel

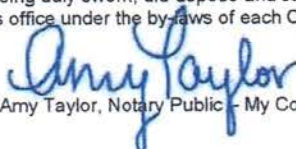
Lexon Insurance Company  
By:   
Richard Appel: SVP & Senior Counsel

Bond Safeguard Insurance Company  
By:   
Richard Appel: SVP & Senior Counsel



## ACKNOWLEDGEMENT

On this 25<sup>th</sup> day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:   
Amy Taylor, Notary Public - My Commission Expires 3/9/27

## CERTIFICATE



I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30<sup>th</sup> day of March, 2023 for BSIC and LIC and the 17<sup>th</sup> day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

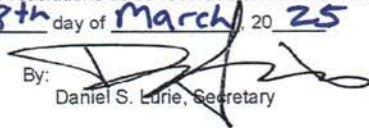
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 28<sup>th</sup> day of March, 20 25

By:   
Daniel S. Lurie, Secretary

## NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



**CITY OF BIDDEFORD  
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation)
2. That the attached proposal submitted in response to the J. Richard Martin C.C. Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: Wti Play Parks & Playgrounds, Inc.

Authorized Signature: [Signature]

Date: 4/2/25

Subscribed and sworn to me this 2<sup>nd</sup> day of April 2025

Notary Public: Lori L. Gray

My commission expires: 5/25/29



**LORI L. GRAY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
May 25, 2029



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 02/14/2023

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 have **ADDITIONAL INSURED** provisions or 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><br>A & P Insurance Agency, Inc.<br>107 South Main Street<br>Uxbridge, MA 01569<br>Paul F. Boutot | <b>508-278-5577</b> |  | <b>CONTACT NAME:</b> Paul F. Boutot           |                                    |
|                                                                                                                  |                     |  | <b>PHONE (A/C, No, Ext):</b> 508-278-5577     | <b>FAX (A/C, No):</b> 508-278-5577 |
|                                                                                                                  |                     |  | <b>E-MAIL ADDRESS:</b>                        |                                    |
|                                                                                                                  |                     |  | <b>INSURER(S) AFFORDING COVERAGE</b>          |                                    |
|                                                                                                                  |                     |  | <b>INSURER A:</b> Gemini Insurance Co         |                                    |
|                                                                                                                  |                     |  | <b>INSURER B:</b> AmTrust North America, Inc. |                                    |
|                                                                                                                  |                     |  | <b>INSURER C:</b> Safety Insurance Co         |                                    |
|                                                                                                                  |                     |  | <b>INSURER D:</b> Evanston Insurance Co       |                                    |
|                                                                                                                  |                     |  | <b>INSURER E:</b>                             |                                    |
|                                                                                                                  |                     |  | <b>INSURER F:</b>                             |                                    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                            |                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------|
| <b>COVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>CERTIFICATE NUMBER:</b> | <b>REVISION NUMBER:</b> |
| 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> DED \$5000 Per Occ<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | VCGP084520    | 12/01/2022              | 12/01/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| C        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                    | X         | X        | 2702155       | 10/07/2022              | 10/07/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| D        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0                                                                                                              |           |          | XOBW9507922   | 12/01/2022              | 12/01/2023              | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000                                                                                                                                                                                   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                       |           | X        | WWC3525243    | 05/17/2022              | 05/17/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |

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

**CERTIFICATE HOLDER**

 Preservation of Affordable Housing, Inc  
 2 Oliver Street, Suite 500  
 Boston, MA 02109

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



|                                                                                        |                                                                                                       |                                                                             |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>Section 3 Housing and<br/>Community Development<br/>Employer Certification Form</b> | <b>U.S. Department of Housing and Urban<br/>Development<br/>Office of Field Policy and Management</b> | <b>HUD FORM 4736A</b><br>OMB Approval Number 2501-0041<br>(Exp. 04/30/2025) |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|

*(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)*

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

Please provide the following information about the business/employer:

Name of Business: UltiPlay Parks & Playgrounds, Inc.

43 Main St. Blackstone, MA 01504

Street Address City State Zip



Phone #: 508-634-1497 Email: mbroady@ultiplayus.com

Please Provide the following information about the worker/employee:

Printed Name of Worker: \_\_\_\_\_

Street Address (Not a PO Box) \_\_\_\_\_ Apt# \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Please indicate which of the following is true for the worker listed above: (Select all that apply)

|                                                                                                                                                                                                      |                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <input type="checkbox"/> Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis* | Income limit – see income limits for worker's town of residence.<br><br>\$XX,XXX |
| <input type="checkbox"/> Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)                                                      |                                                                                  |
| <input type="checkbox"/> Worker's residence is within the service area or neighborhood of the project                                                                                                |                                                                                  |

\*Currently or at the time of hire if hired within the past 5 years.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

  
\_\_\_\_\_  
Signature

4/3/25  
\_\_\_\_\_  
Date





## J.RICHARD MARTIN COMMUNITY CENTER PLAYGROUND Biddeford, Maine 04005



**Mark Gallagher**

**Email:** Mark@nerecgroup.com

**Phone:** 508-393-1963

**Toll Free:** 800-861-1209 (only in New England)

[www.playandpark.com](http://www.playandpark.com)



BIDDEFORD, MAINE: J. Richard Martin Community Center Playground

DUE: April 7, 2025 @ 12:00pm

**PROPOSAL INDEX:**

1. New England Recreation Group Project Price Proposal
2. PLAY & PARK STRUCTURES custom DESIGN DRAWINGS
3. PLAY & PARK STRUCTURES Product & Manufacturer Information:
  - \* ABOUT PLAY & PARK STRUCTURES
  - \* PLAY & PARK WARRANTY
  - \* PLAY & PARK SAFETY STANDARD COMPLIANCE
  - \* PLAY & PARK PRODUCT QUALITY
  - \* PLAY & PARK INCLUSIVE DESIGN BEST PRACTICES
  - \* PLAY & PARK WHOLE CHILD PLAY DESIGN
  - \* PLAY & PARK PLAY VALUE ASSESSMENT
  - \* PLAY & PARK DESIGN PARTNERS
  - \* PLAY & PARK PROGRAMS
  - \* PLAY & PARK ENVIRONMENTALLY FRIENDLY
  - \* PLAY & PARK PLAYGROUND COLOR SELECTION CHART
  - \* PLAY & PARK sample Certificate of Insurance

P.O. Box 1503  
Westboro, MA 01581

P.O. Box 1050  
Tolland, CT 06084

800.861.1209  
508.393.1963  
F 508.393.1927  
[www.nerecgroup.com](http://www.nerecgroup.com)  
[nerg@nerecgroup.com](mailto:nerg@nerecgroup.com)



April 2, 2025

Lisa Thompson  
Recreation Director  
City of Biddeford  
189 Alfred Street  
Biddeford, ME 04005

Dear Lisa:

Thank you for the opportunity to submit the enclosed Playground Design Proposal and Estimate from New England Recreation Group for the J. Richard Martin Community Center Playground Project.

New England Recreation Group, Inc. is one of the only full-service Playground Representatives & Resources Designing, Supplying and Building Municipal and Community Playground, Park and Recreation Projects in the six New England States with over 50 years' experience and Factory Trained & Certified Installation.

All NERG Designs are flexible and we offer a complete Product line of the highest quality Manufacturers of Park, Playground, Recreation, Site Amenity, Athletic Equipment and Safety Surfacing all CPSC, ASTM, IPEMA, ADA & ISO 9001 & 14001 Public Playground Safety and ADA Compliant.

\* NOTE: New England Recreation Group will provide signed copies of all Contract documents  
And Bid Bond upon selection and award of Project.

A. Custom Play & Park Design # 642-174998: \$ 245,500.00 Delivered & Installed

\* See attached Price Proposal itemization sheet

- \* Delivery & Installation is currently estimated at 10-12 weeks ARO (may be subject to change- based on seasonal volume, schedule and availability at time of Order)
- \* Installation is for new Play Equipment only based on a prepared, level, debris free Site & Sub-grade provided by others and does not include Site prep, excavation, delays/costs due to abnormal/unforeseen Site, sub-grade & digging conditions, Security, Landscaping, etc.
- \* Does not include Equipment, Materials, Services, etc. not listed.

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F 508.393.1927  
www.nerecgroup.com  
nerg@nerecgroup.com



Your Playground Project Team includes PROJECT MANAGER, Mark Gallagher, who brings the following credentials and experience to your Project:

- 35 + years of Playground, Park and Recreation Design, Consulting, Planning, Project Management and Customer Service Experience
- Over 750 Municipal, School and Community Playground, Recreation & Park Projects
- State of Massachusetts Park & Recreation Association Commercial Representative and Executive Board Member
- Northern New England Parks & Recreation Conference (NH, VT& ME) Commercial Representative and Executive Board Planning Committee Member 2005-2024
- Member of the New Hampshire, Massachusetts, Vermont and Maine Park & Recreation Associations and the New England Parks Association

New England Recreation Group, Inc. Playground Designs include the following PLAYGROUND PROJECT SERVICES & BENEFITS:

- All Administrative & Management services to coordinate Design, Order/Production, Delivery and Installation scheduling of the HIGHEST QUALITY Playground Equipment in the Industry.
- All Project 2D & Color 3D CAD DRAWINGS and CUSTOM DESIGNS based on your Project criteria including: space, budget, target age & ability, component selection, color scheme and play environment are provided FREE of CHARGE.
- All Project Designs & Drawings meet and/or exceed all State and Federal Public Playground Safety Guidelines and Standards including ADA, CPSC, ASTM, IPEMA and ISO9001 Compliance.
- All Project Installation & Technical manuals and Owners Maintenance Kit provided free of charge
- UNIVERSAL INCLUSIVE and ADA ACCESSIBLE Designs and Programs.

New England Recreation Group, Inc. INSTALLATION SERVICES:

- CERTIFIED MANUFACTURER PLAYGROUND INSTALLATION:  
New England Recreation Group, Inc. installation crews are able to provide turnkey playground installation options including site preparation, landscaping, safety surfacing, site amenities, maintenance & repair, inspections and general construction as well as CPSI, MBE & WBE compliance. All crews have a minimum of 10 years industry experience and are FACTORY TRAINED & CERTIFIED.
- NERG Installation Teams with a minimum of 10 years of Playground Installation, Site, Surfacing, Safety, Compliance and Construction Project experience and Factory Trained Manufacturer Certified.
- Free yearly SITE VISIT & MAINTENANCE INSPECTIONS upon request.

Should you have any questions or require any additional information, please do not hesitate to contact me at 508-393-1963 (Office), direct at 508-887-5759 or email [mark@nerecgroup.com](mailto:mark@nerecgroup.com).

I sincerely appreciate your consideration and look forward to the opportunity to assist you with this Project.

Thank you,

  
Mark Gallagher  
Vice President

## SAMPLE VICINITY REFERENCES:

Please find enclosed the following New England Recreation Group, Inc. Playground References and Locations. These projects have been designed and installed by New England Recreation Group, Inc. for Municipalities, Schools and Community Projects in your State/ general vicinity. Should you have any questions or need any additional references or project site locations in the New England area please do not hesitate to contact Mark Gallagher [mark@nerecgroup.com](mailto:mark@nerecgroup.com).

1. BERWICK, MAINE: Memorial Park- Tara Barker, Rec Director (207) 698-1101
2. EPPING, NH- SAU 14 Playground-Nicole Bizarro, Recreation Director- 603-679-3006
3. EXETER, NH: Park Street Playground and Kids Park Playground  
\* Greg Bisson, Director of Parks & Recreation 603-773-6151
4. CONCORD, NH: Beaver Meadow School Playground  
\* Matt Cashman, Facilities Director, Concord Public Schools-603-219-4913
5. MILFORD, NH: Jacques Elementary & Heron Pond Elementary School Playgrounds  
\* Bill Cooper, Director of Building & Ground, Milford Public Schools- SAU 40 -603-673-2202 x 3175
6. NORTH SHORE MA AREA:
  - \* GEORGETOWN, MA: PERLEY ELEMENTARY School
  - \* DANVERS, MA: Dave Mountain, Recreation Director: (978) 479-6218  
15+ Municipal Park & School Playground locations
  - \* PEABODY, MA: Jen Davis, Recreation Director (978) 241-2898
  - \* LAWRENCE, MA: Timothy Caron, Public Schools Facilities Director (978) 935-8244
  - \* BEVERLY, MA: Bruce Doig, Recreation Director (978) 423-6883

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[www.nerecgroup.com](http://www.nerecgroup.com)  
[nerg@nerecgroup.com](mailto:nerg@nerecgroup.com)

**BIDDEFORD, MAINE: J. Richard Martin Community Center Playground Project:**

**A. ITEMIZED PROPOSAL COSTS:**

|                                                                                                                        |               |
|------------------------------------------------------------------------------------------------------------------------|---------------|
| 1. PLAY & PARK STRUCTURES PLAYGROUND EQUIPMENT:<br>(see attached price component breakdown)                            | \$ 171,775.00 |
| 2. FREENOTES HARMONY PARK OUTDOOR MUSIC UNITS:<br>(Flower & Butterfly (1 ea.) - \$ 1,700.00 ea. + Melody: \$ 3,100.00) | \$ 6,500.00   |
| 3. EWF SURFACING (approx. 200 cyds) w/ 6 ea. WEAR MATS:                                                                | \$ 7,900.00   |
| 4. PIP RUBBER ADA Pathways (as shown per drawing) approx. 500 s.f                                                      | \$ 23,000.00  |
| 5. INSTALLATION (based on Maine Davis-Bacon wage rate)                                                                 | \$ 67,000.00  |
| 6. BID BOND (approx. 1.5% of Project Cost):                                                                            | \$ 4,143.00   |

**TOTAL: \$ 280,318.00**

**\*\*\* NEW ENGLAND RECREATION DISCOUNT: - \$ (34,818.00)**

**BID TOTAL: \$ 245,500.00**

**B. ADDITIONAL PROJECT OPTION:**

|                                            |                    |
|--------------------------------------------|--------------------|
| 1. PIP RUBBER SURFACING: Total Play Area:  | ADD: \$ 123,900.00 |
| - approx. 4800 s.f                         |                    |
| - 50% standard color/50% black speckle mix |                    |
| - 8' CFH- 3.5" thickness                   |                    |
| - Stone/dense grade sub-base- approx. 4"   |                    |

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508.393.1963  
F 508.393.1927  
[www.nerecgroup.com](http://www.nerecgroup.com)  
[nerg@nerecgroup.com](mailto:nerg@nerecgroup.com)





**New England Recreation**  
**203 Southwest Cutoff**  
**Northborough, MA, 01532**  
**Phone: 508-393-1963**  
**Fax: 508-393-1927**  
**Email:**  
**Contact: Chuck Ramondo Jr**

### J.Richard Martin Community Center

Biddeford Recreation Department  
 Attn: . . .  
 189 Alfred Street  
 Suite 1  
 Biddeford, ME 04005-3277

Quote Number: 642-174998  
 Quote Date: 3/26/2025

| Stock ID | Description                            | Quantity | Weight  | Unit Price  | Amount      |
|----------|----------------------------------------|----------|---------|-------------|-------------|
| RDU      | 5-12 SUPERMAX STRUCTURE                | 1        | 4347.87 | \$87,354.00 | \$87,354.00 |
|          | 60059 -- 5"OD ALUM UPR 10'W/CAP        | 7        |         |             |             |
|          | 60060 -- 5"OD ALUM UPR 12'W/CAP        | 2        |         |             |             |
|          | 60088 -- 5"OD ALUM UPR W/CAP 14'       | 2        |         |             |             |
|          | 60645 -- DECK CURB                     | 2        |         |             |             |
|          | 60944 -- 5"OD ALUM UPR 15'W/O CAP      | 4        |         |             |             |
|          | 60949 -- 5"OD ALUM UPR 7' W/CAP        | 3        |         |             |             |
|          | 61028 -- 24"ROOF EXTENSION POST        | 4        |         |             |             |
|          | 61056 -- CURVY CANOPY                  | 1        |         |             |             |
|          | 61136 -- FUN VISOR                     | 2        |         |             |             |
|          | 71000 -- SQUARE DECK                   | 1        |         |             |             |
|          | 71001 -- TRIANGLE DECK                 | 1        |         |             |             |
|          | 71003 -- SEMI-HEX DECK                 | 2        |         |             |             |
|          | 71013 -- METAL HANDHOLD BARRIER        | 3        |         |             |             |
|          | 71015 -- RAMP DECK TO GROUND           | 1        |         |             |             |
|          | 71031 -- RING CLAMP ASSEMBLY           | 41       |         |             |             |
|          | 71104 -- INCLINE WALL CLIMBER 4'-0     | 1        |         |             |             |
|          | 71136 -- WIGGLE WAVE CLIMBER 8'-0"     | 1        |         |             |             |
|          | 71210 -- CLIMB-A-ROUND 2'-8"           | 1        |         |             |             |
|          | 71340 -- LEG LIFT                      | 1        |         |             |             |
|          | 71371 -- LABYRINTH LINK                | 1        |         |             |             |
|          | 71422 -- MAP PANEL W/O ABBEVIATION     | 1        |         |             |             |
|          | 71425 -- DRUM LINE                     | 1        |         |             |             |
|          | 71475 -- DECK TO DECK STAIR 4'-0"      | 1        |         |             |             |
|          | 71502 -- ACCESSIBLE DRIVING PANEL      | 1        |         |             |             |
|          | 71503 -- FLAT CAP PACKAGE              | 1        |         |             |             |
|          | 71675 -- CURVE LEFT SECTION            | 3        |         |             |             |
|          | 71678 -- SLIDE SUPPORT                 | 1        |         |             |             |
|          | 71754 -- DOUBLE PINNACLE CLIMBER       | 1        |         |             |             |
|          | 71900 -- DUELLING SPIRAL CASCADE-L     | 1        |         |             |             |
|          | 71903 -- LONG EXIT SECTION             | 1        |         |             |             |
|          | 72048 -- CAMBER LINK 40" RISE          | 1        |         |             |             |
|          | 316414 -- 5"OD Upright 37 5/8" Lg. C/O | 1        |         |             |             |
| RDU      | 2-5 DURAMAX STRUCTURE                  | 1        | 2388.64 | \$41,425.00 | \$41,425.00 |
|          | 60919 -- ZIG ZAG ADAPTER               | 7        |         |             |             |
|          | 62029 -- PIPE WALL W/PLAY WHEEL        | 1        |         |             |             |
|          | 62032 -- STORE PANEL                   | 1        |         |             |             |
|          | 62268 -- LOOP POLE 4'-0"               | 1        |         |             |             |
|          | 62302 -- 3.5"ALUM UPR W/O CAP 156"     | 2        |         |             |             |
|          | 62345 -- RETURN STEP                   | 1        |         |             |             |
|          | 62348 -- TRIANGLE TRANSFER 2'-8"       | 1        |         |             |             |
|          | 63306 -- 3.5"OD ALUM POST W/CAP 9'     | 1        |         |             |             |
|          | 63307 -- 3.5"OD ALUM POST W/CAP10'     | 1        |         |             |             |
|          | 63308 -- 3.5"OD ALUM POST W/CAP11'     | 4        |         |             |             |
|          | 63310 -- 3.5"OD ALUM POST W/CAP13'     | 2        |         |             |             |
|          | 63994 -- BENCH SEAT                    | 1        |         |             |             |
|          | 63995 -- CURVY CANOPY                  | 1        |         |             |             |
|          | 63997 -- CRAWL-THRU PANEL              | 1        |         |             |             |
|          | 65280 -- Button Step 10"               | 3        |         |             |             |

|        |                               |   |       |             |             |  |
|--------|-------------------------------|---|-------|-------------|-------------|--|
| 67994  | -- CLIMB & DISCOVER CAVE-PRI  | 1 |       |             |             |  |
| 69144  | -- DECK TO DECK STAIR 1'-4"   | 1 |       |             |             |  |
| 69272  | -- 4'-0"DBL VELOCITY SLIDE    | 1 |       |             |             |  |
| 69302  | -- SQUARE DECK                | 2 |       |             |             |  |
| 69327  | -- 2'-8"CURVED VELOCITY       | 1 |       |             |             |  |
| 69399  | -- PINNACLE CLIMBER SINGLE    | 1 |       |             |             |  |
|        | ATTACH                        |   |       |             |             |  |
| YP453  | SHURIKEN                      | 1 | 0     | \$10,889.00 | \$10,889.00 |  |
| 65167  | REFLECTIONS SELFIE SWING 3.5" | 1 | 60    | \$2,690.00  | \$2,690.00  |  |
| 65181  | CANTILEVER TOT SWING          | 1 | 65    | \$1,318.00  | \$1,318.00  |  |
| 65280  | Button Step 10"               | 3 | 78    | \$436.00    | \$1,308.00  |  |
| 65292  | COMMUNICATION BOARD           | 1 | 88    | \$2,711.00  | \$2,711.00  |  |
| 65293  | SWURV WITH CENTER WHEEL       | 1 | 165   | \$2,995.00  | \$2,995.00  |  |
| 67558  | 3 1/2"OD ADA ARCH SWING       | 1 | 324   | \$1,972.00  | \$1,972.00  |  |
| 67744  | ONE-FOR-ALL SEAT RESTRAIN     | 1 | 2,398 | \$215.00    | \$215.00    |  |
| 68035  | 3.5"OD STD ARCH SWING AAB     | 1 | 188   | \$1,262.00  | \$1,262.00  |  |
| SF-126 | 6' BENCH INGROUND             | 3 | 339   | \$1,054.00  | \$3,162.00  |  |
| SS7597 | BELT SEAT 3 1/2"OD S.S.       | 2 | 40    | \$446.00    | \$892.00    |  |
| SS7734 | ONE-FOR-ALL SWING SEAT SS     | 1 | 49    | \$653.00    | \$653.00    |  |

**CITY OF BIDDEFORD  
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation)
2. That the attached proposal submitted in response to the \_\_\_\_\_ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

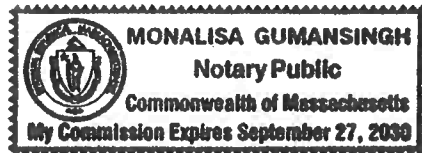
Authorized Signature: \_\_\_\_\_

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

Subscribed and sworn to me this 25<sup>th</sup> day of March 2025

Notary Public: Monalisa Gumansingh

My commission expires: September 27, 2030



*M. Gumansingh*



### About Play & Park Structures

Since 1976, Play & Park Structures' mission has centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, play for all abilities, and building community.

Play & Park Structures has been proving playgrounds that build healthy lifestyles and encourage imaginative play, while creating spaces that provide social and physical inclusion for people of all abilities.

### Features & Benefits

- Access to a world-class manufacturing facility that is ISO 9001 and 14001 certified to meet all industry standards.
- Committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children.
- The industry's best warranty, providing protection and assurance for your playground investment.

### Highlights & More Info

- Play & Park Structures created the first Outdoor Creative Play & Learning System that brings standards-based activities to the playground and outdoor environments to support children's physical and mental development.
- Over 400,000 square foot manufacturing and distribution facility equipped to handle orders of large or small quantities with a typical lead time of 8 weeks.





## Chattanooga TN - New Corporate Headquarters



Since 1976, Play & Park Structure's mission has centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, and build communities.

Play & Park has an appropriate play solution for a full spectrum of needs and aesthetics, including parks, schools, early childhood centers, churches, and community centers. Whether your project calls for a traditional playground or a creatively themed play, the variety of styles and materials offered allows you to choose the perfect playground to complement your vision.

Play & Park Structures is committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children. By having the industry's best warranty, Play & Park Structures provides protection and assurance for your playground investment.



## Ft. Payne, AL Southern Fulfillment Center

With Play & Park Structures being a PlayCore business unit, we have access to one of the best manufacturing facilities in the industry. Our facility is ISO 9001 and 14001 certified and our products meet all industry standards. With a more than 400,000 square facility that is well equipped to handle orders of large or small quantities, with the typical lead time on an order entered into the system being 24 to 45 days.

Play & Park Structures created the first Outdoor Creative Play & Learning System that brings standards-based activities to the playground and outdoor environments to support children's physical and mental development.

The design team continually advances the concept of play through unique designs, including traditional posts and platform playgrounds, deckless, continuous-play structures, as well as nature inspired playgrounds. In addition to aluminum, steel, and plastic components, we specialize in structures made from sustainably forested wood and recycled metal and plastic.





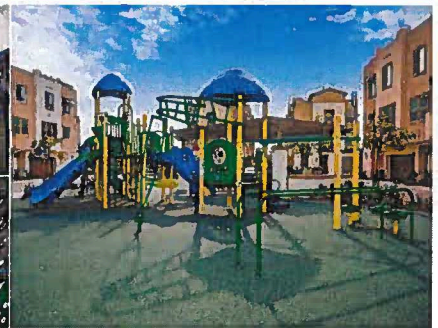
play&park  
structures®

A PLAYCORE Company

# Serious About **PLAY!**

## Serious About **STRUCTURE**

Not only do we *really* know how kids *really* play, but we also know how to help you build the playground of your dreams. Let us create one for you.

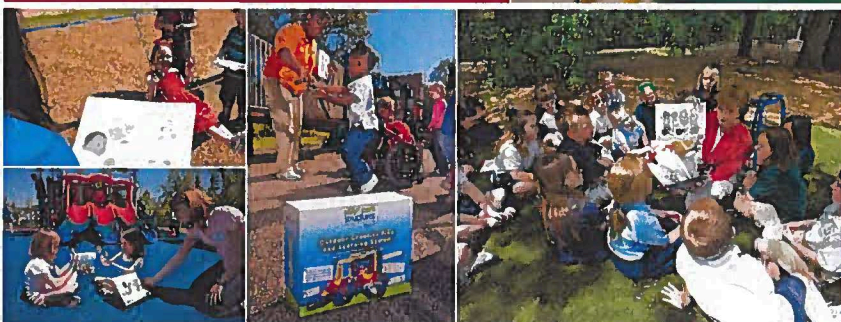
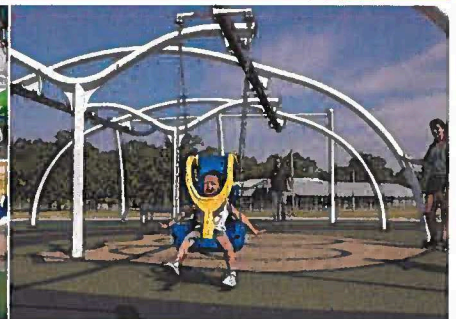


## Serious About **INCLUSION**

Our continued partnerships with researchers, play experts and educators help us develop spaces that enrich the play experience for kids of all abilities.

## Serious About **INNOVATION**

We continually work to create exciting play events like the Temple Trolley, the Swizzler and our entire line of SelfieWorld!



## Serious About **EDUCATION**

Cognitive, social and emotional connections bloom through play. We create research-based programs and structures that foster the developmental needs of the whole child.

Learn more at [playandpark.com](http://playandpark.com)





A PLAYCORE Company

544 Chestnut Street  
Chattanooga, TN 37402

Phone: 888-404-5737

Email: [customerservice@playandpark.com](mailto:customerservice@playandpark.com)

## Play & Park Structures Warranties

Play & Park Structures provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, Play & Park Structures offers:

### Limited Lifetime Warranty\* on:

- Supermax, Duramax, totMax, Boulderscapes, Skyline, and Horizons uprights
- Hardware

### 20 Year Limited Warranty on:

- Recycled Plastic Lumber

### 15 Year Limited Warranty on:

- Rotationally molded products
- Metal decks, pipes, rings, rails and loops

### 10 Year Limited Warranty on:

- Redwood and pressure treated wood
- Integrated shade products
- Site furnishings
- Fiberglass signs

### 5 Year Warranty on:

- Swing Seats
- Nylon-covered cable net climbers and components
- HDPE Panels

### 3 Year Warranty on:

- "C" Springs for spring bouncers

### 1 Year Warranty on:

- All other Play & Park Structures products including moving parts
- Nylon rope products
- HDPE components
- Powder coated parts

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.

Warranties are valid only if products are installed and maintained in accordance with Play & Park Structures instructions and use approved parts

At Play & Park Structures, we stand behind our product and are committed to the highest level of customer satisfaction.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose; that the Product and all parts will be free from defects in material and manufacturing workmanship.





## ISO 14001

We are proud to be ISO 14001 certified for our manufacturing facility in Fort Payne, Alabama, also referred to as the "Green Certification," ISO 14001 is an internationally recognized standard for environmental management, measurement, evaluation, and auditing. As an ISO 14001 certified company, Play & Park controls the environmental impact of our activities, products, and services by implementing and an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced.



## ISO 9001

An industry certification process issued by the International Organization for Standardization. It is used to measure manufacturing standards and to certify company compliance with quality control systems covering design, development, production, installation, inspection and testing.



## ADA

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final Report of the Regulatory Negotiation Committee is available via the internet.



## IPEMA



In the interest of public playground safety, the International Playground Equipment Manufacturer's Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, Detroit Testing Laboratory, Inc. (DTL), validates an equipment manufacturer's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 & 12.6.1; to CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.8, 10 & 11, or both. The use of corresponding logo in Play & Park Structures catalog signifies that Play & Park Structures has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the Indicated standard. Check the IPEMA website, [www.ipema.org](http://www.ipema.org), to confirm product validation.



## ASTM



ASTM International is an independent and world renowned developer of technical standards utilized in testing a multitude of products, ASTM's F15.29 committee met regularly for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The original standard, F1487-93 was published in 1993 and subsequently replaced by the current version F1487-07a, published in May 2007.



## CPSC

The Consumer Product Safety Commission (CPSC) is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication several times since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.



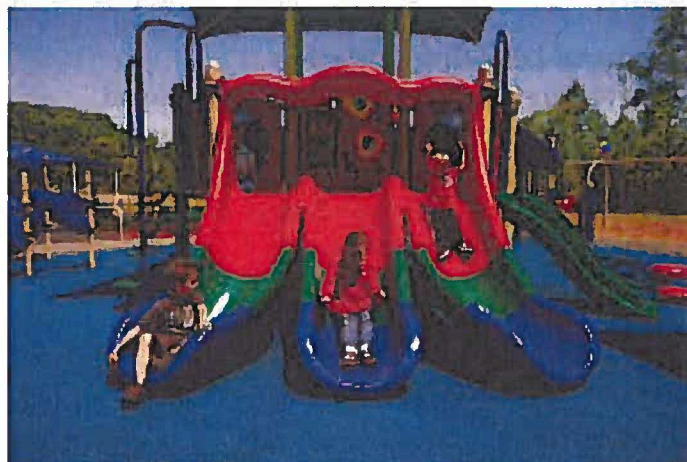


## ADA Approved Holes



- All Play & Park Structures decks and ramps have an ADA-compliant cluster punch to allow children of all abilities to play
- Transfer platforms feature large holes for gripping assistance when accessing structures

## Our Plastics



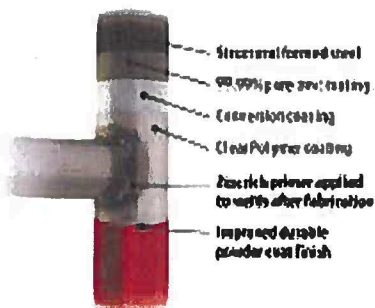
- The color pigments used in our plastics have one of the highest ratings for light stability, providing the best color stability for color fastness
- Multiple color choices available for natural and modern settings

## Our Decks



- Innovative curved bracing assures durable and sturdy decks
- Plastisol and Thermoplastic coating options available
- ADA compliant holes are used for all decks and ramps

## Durability



- Zinc Rich Primer is applied to welds and aids in rust prevention and is vandal resistant
- Factory-installed post caps provide a better fit and appearance

## Hardware



- Tamper Resistant Hardware aids in the prevention of corrosion and helps reduce vandalism in our stainless steel hardware

Nationally Certified Manufacturing Facility



© Play & Park Structures® 'A PlayCore Company' 800.727.1907 [playandpark.com](http://playandpark.com)

# Evidence Based Design Best Practices



Understanding the unique features and benefits of inclusive play activities can thoughtfully support the development of the **WHOLE CHILD** and the **WHOLE ENVIRONMENT**. Align inclusive play destinations with these design essentials to intentionally ensure a developmentally robust and balanced assortment of playground activities that meet the diverse physical, social-emotional, sensory, cognitive, and communicative needs of all children, including those with disabilities. Thoughtfully applying the 7 Principles of Inclusive Playground Design® will turn research into practice to create a high-quality destination where both physical and social inclusion can occur.

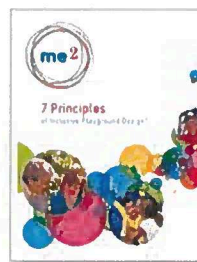
| INCLUSIVE PLAY ESSENTIAL               |                                                                                     | INCLUSIVE FEATURES & BENEFITS                                                                                                                                                                                                    | PHYSICAL                                                                            | SOCIAL-EMOTIONAL                                                                     | SENSORY                                                                               | COGNITIVE                                                                             | COMMUNICATION                                                                         | INCLUSIVE DESIGN PRINCIPLE |
|----------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------|
| Music                                  |    | Encourages collaboration, creativity and age-appropriate play for multigenerational users at any developmental stage                                                                                                             |    |    |    |    |    | 1                          |
| Dramatic Play                          |   | Encourages imagination, creativity, symbolic thinking, and social dialogue through pretend play                                                                                                                                  |   |   |   |   |   | 2                          |
| Graduated Levels of Physical Challenge |  | Supports the progression of physical skill development by incorporating play components that address the needs of beginning, intermediate and advanced levels of skill through activities such as climbing and upper body events |  |  |  |                                                                                       |                                                                                       | 2                          |
| Communication                          |  | Encourages language skills through motivating, collaborative and reciprocal activities with friends and family                                                                                                                   |  |  |  |  |  | 2                          |
| Looping Patterns                       |  | Supports intuitive play patterns so that children can successfully engage in repetitive, active play to develop skills                                                                                                           |  |  |                                                                                       |                                                                                       |                                                                                       | 3                          |
| Active vs. Passive Play Settings       |  | Enhances play experiences through well-organized, easy-to-recognize areas while avoiding user conflict                                                                                                                           |  |  |  |  |  | 3                          |
| Slide Transfer                         |  | Assists individuals transferring out of wheelchairs and/or their caregivers onto slides and provides additional height                                                                                                           |  |  |  |                                                                                       |                                                                                       | 4                          |



| INCLUSIVE PLAY ESSENTIAL    |                                                                                     | INCLUSIVE FEATURES & BENEFITS                                                                                                                                 | PHYSICAL                                                                            | SOCIAL-EMOTIONAL                                                                     | SENSORY                                                                               | COGNITIVE                                                                             | COMMUNICATION                                                                         | INCLUSIVE DESIGN PRINCIPLE                                                            |
|-----------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Ramp Access                 |    | Allows diverse users, adaptive equipment and caregivers access to social and physical play on the structure                                                   |    |    |                                                                                       |                                                                                       |    |    |
| Accessible Safety Surfacing |    | Creates accessible routes of travel to and throughout the play environment                                                                                    |    |    |    |                                                                                       |                                                                                       |    |
| Jump In Point               |    | Provides a passive area for children to observe and understand the play activity prior to participating and helps draw them into active play                  |                                                                                     |    |                                                                                       |                                                                                       |    |    |
| Cozy Spot                   |    | Offers quiet or semi-enclosed places, such as under the deck or crawl tubes, where children can seek sensory relief and retreat until ready to engage in play |                                                                                     |    |    |                                                                                       |                                                                                       |    |
| Seating                     |   | Offers clear visibility and supervision of activity areas                                                                                                     |   |   |                                                                                       |                                                                                       |   |   |
| Motion/Movement             |  | Offer sensory rich feedback to provide vestibular and proprioceptive stimulation through spinning, sliding, rocking, and/or swinging elements                 |  |  |  |  |  |  |
| Accessible Upper Body Event |  | Offers an equitable alternative to upper body/climbing equipment while still providing a rewarding fitness experience that promotes healthy physical activity |  |  |  |                                                                                       |                                                                                       |  |
| Cooperative Play            |  | Reinforces positive interactions between children through dynamic and fun experiences as they work together to drive the action or engage in the activity     |  |  |  |  |  |  |
| Half Activity/Balcony Panel |  | Provides adequate space underneath the panel to allow individuals using mobility devices to comfortably reach play activities while facing forward            |  |  |  |  |  |  |
| Shade                       |  | Integrates a balance of sunlight exposure and relief to environmental conditions                                                                              |                                                                                     |                                                                                      |  |                                                                                       |                                                                                       |  |



## Opportunities for everyone!



### Me2<sup>sm</sup> Design Guidebook

The principles outlined in the **Me2 Design Guidebook** ensure that children have access to opportunities to be smart, included, safe, independent, active, comfortable, and experience fair and equitable play. Play & Park Structures is dedicated to inclusive play environments where everyone can be part of the fun.

Developed in partnership with **PLAYCORE**  
Building communities through play



### Understanding Whole Child Development: Physical, Social-Emotional, Sensory, Cognitive, & Communication

Playgrounds can be special places where the developmental needs of all children, including those with disabilities, can be secured by intentionally providing opportunities for physical, social-emotional, sensory, cognitive, and communication benefits of play. Children with disabilities need to be able to explore and interact with objects and the environment to support their physical development. Investing in inclusive play for children with disabilities requires supporting their interactions with peers to develop social learning, problem-solving, social exchanges, cooperation, turn-taking, rules, and the empathy necessary for social and emotional development. The coordination of joint activity, which occurs across the social environment of play, is critical to cognitive development and must be available to children with disabilities. Positive

sensory development requires children with disabilities be able to replace their sensory input within an environment. Communication development occurs when children with disabilities are able to independently model social interactions and effectively communicate with their peers. Researchers, educators, and early childhood professionals have emphasized the interrelatedness and interdependence of developmental domains and processes. The developmental domains are linked not only with one another, but also with factors such as culture, social relationships, experience, physical health, mental health, and brain functioning (Diamond, 2007). Therefore, the process of creating truly inclusive and enhancing play experiences should start with an appreciation of the five domains of child development.



### 2 Play Together<sup>®</sup>

Celebrate inclusion across communities by creating awareness, breaking down barriers, and fostering friendships. 2 Play Together playground activities take inclusive play to the next level by promoting character development. This guide gives teachers and programmers strategies to promote meaningful play, understanding, and fun between children with and without disabilities.

Developed in partnership with **PLAYCORE**  
Building communities through play



Supporting inclusive play experiences in communities, PlayCore's Center for Professional Development utilizes a network of scholar partners, industry partners, and presenters to offer quality learning opportunities that support play and recreation initiatives.

A Play & Park Structures recreation consultant can schedule continuing education presentations to help professionals and communities advocate the health benefits of physical activity, the developmental benefits of play, and the social benefits of inclusion.

**Contact your consultant to schedule a session today at [playandpark.com/consultants](http://playandpark.com/consultants)**

Developing appropriate play environments that address the needs  
of the **whole child**

*Each product found on your structure has at least one of the Playabilities listed below.  
Look for these icons on each product page to identify which playability the product entails.*



## Cognitive

Children learn through play and interacting with people and the world around them. Supporting intuitive play behaviors that stimulate development can help keep children engaged in meaningful play for longer periods of time. Opportunities for children to problem solve, think abstractly, and develop cause and effect skills help provide unique hands on opportunities to bring learning outside.



## Communication

Playgrounds can support the development of receptive and expressive language, allowing children to demonstrate what they know and express themselves. Language development occurs through natural play behaviors and routines and is enhanced through developmentally appropriate play elements, loose parts, and outdoor programming.



## Physical

All children need opportunities to be physically active through play. Play environments that provide a variety of developmentally appropriate activities, offer healthy risk, and challenge children of all abilities, creating places where everyone wants to play.



## Sensory

Play is most meaningful in sensory-rich environments that encourage discovery and exploration. Sensory play through tactile, visual, auditory, smells and tastes, vestibular, and proprioceptive experiences help children understand the world around them.



## Social/Emotional

For play to be truly inclusive, children need to be socially included. As children play together, they learn to cooperate, take turns, and engage in meaningful dramatic and imaginative play experiences that create lifelong memories. Providing places for children to feel emotionally secure allows them to belong and choose how and when to engage in play.



*Play & Park Structures is more than just a commercial playground company, through our various partnerships we strive to do our part to make an impact on how our community and our world plays.*

## Natural Learning Initiative

The NatureGrounds program was developed with the technical assistance of the Natural Learning Initiative, a research and design assistance program of the College of Design, North Carolina State University.



**NatureGrounds**  
*Putting nature into play™*

[playandpark.com/enrichment/nature-playgrounds](http://playandpark.com/enrichment/nature-playgrounds)

## Utah State University

Universally designed play environments that apply the **7 Principles of Inclusive Playground Design™** can dramatically impact children's play experiences. These guidelines move play environments beyond minimum accessibility to ensure that people of all abilities can be both physically and socially active through inclusive play.

Developed in partnership with PlayCore, Utah State University, and Lekotek.



**Playground Activities**  
*to Foster Friendships Through Inclusive Play*



## St. Jude Children's Research Hospital

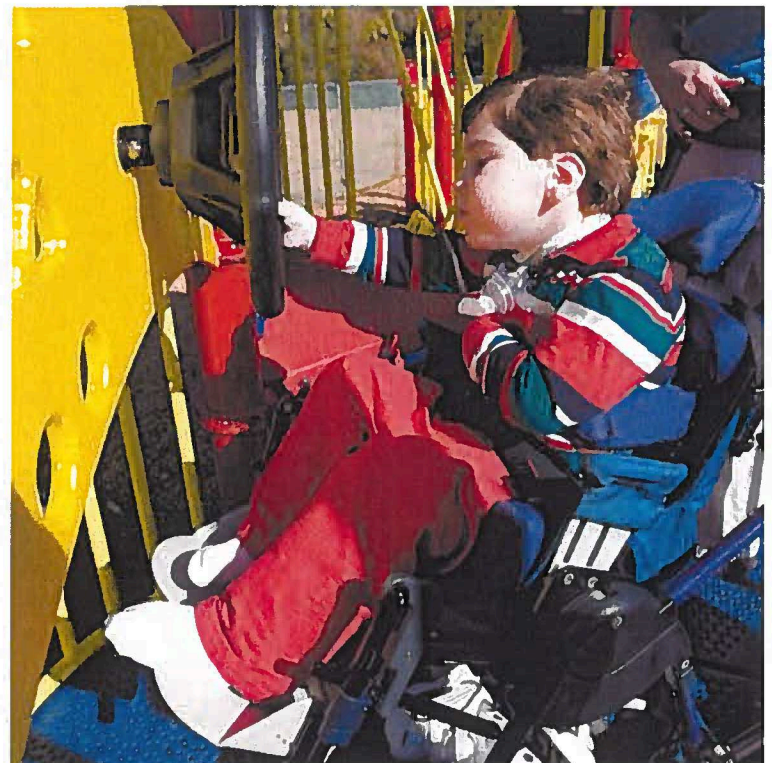
St. Jude Children's Research Hospital is internationally recognized for its pioneering work in finding cures and saving children with cancer and other catastrophic diseases. Play & Park Structures supports St. Jude Research Hospital with incentives for their Math-A-Thon program.

[Mathathon.org](http://Mathathon.org)



## SHAPE AMERICA

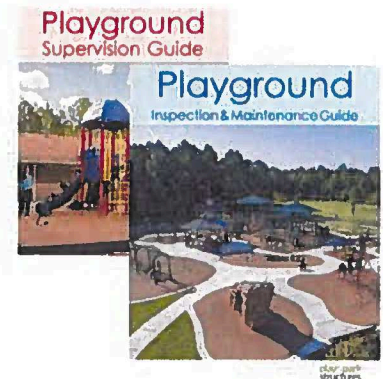
The Play On! Program was developed by PlayCore in partnership with SHAPE America - Society of Health and Physical Educators.





## Safety Resource Series

We know that 84% of all playground accidents could be avoided through better adult supervision and proper playground maintenance. The Safety and Maintenance Guides were developed by PlayCore, Play & Park Structures, and playground safety experts to maintain safer play environments by training staff on how to create inspection procedures, identify potentially hazardous conditions, define proper maintenance practices, develop active and effective supervision practices, and lastly develop incident response.



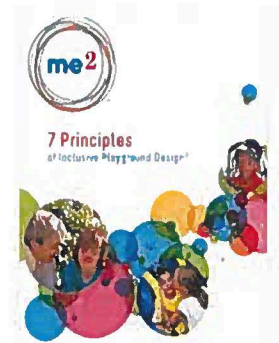
## NatureGrounds

PlayCore has implemented research-based best practice guidelines outlined in the NatureGrounds program, developed in partnership with the Natural Learning Initiative, N.C State University, creating a playground that allows children, families, and communities to experience the many benefits of playing surrounded by nature. By implementing NatureGrounds best practice guidelines, a design by Play & Park increases overall play value, stimulates physical activity and positive social interactions between users, and positively impacts the environmental sustainability of the site.



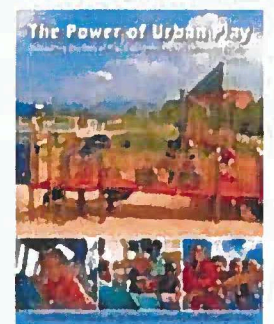
## Universal Playground Design

Play & Park Structures has designed a universally designed playground to go beyond the minimum ADA requirements, creating a truly inclusive environment that promotes active play for people of all ages and abilities. The 7 Benefits of Inclusive Playground Design™, developed in partnership with Utah State University's Center for Persons with Disabilities, uniquely consider the child's perspective and what is important for children to feel during play. These principles ensure that children have access to opportunities, to be smart, included, safe, independent, active, comfortable, and experience fair and equitable play.



## The Power of Urban Play

This national report was developed with the expertise of urban park and recreation leaders across our nation. This rich resource provides information for park and recreation agencies, school districts, and other youth serving organizations to make lasting changes for children's health and well-being in urban communities. Data was collected and summarized through a series of interviews, surveys, and round table discussions in order to capture a broad representation of urban communities across the country. The report reviews the importance of play in urban communities, defines the trends and unique characteristics, and discusses best practice strategies for developing and maintaining wholesome play environments.







*Things we do today impact the world tomorrow. Play & Park Structures believes in sustainability and is committed to taking the necessary steps to ensure our children have a safer environment for play!*

## Be Environmentally Conscious Daily:

- Turn off the lights when you leave a room
- Buy energy-efficient florescent light bulbs
- Recycle at home and at work
- Use reusable canvas bags when going to the store
- Whenever possible, walk, ride a bike, or carpool

## How we help!

### Facility & Product Recycling Programs

Play & Park Structures believes that by being mindful of waste we will provide for a greener tomorrow

- Our facility recycles 100% of scrap metal, rotationally molded plastic, and paper
- Review our material content information for an outline of products that are recyclable and that contain pre and post-consumer recycled material
- Our employees are challenged with conserving paper by avoiding unnecessary office printing. Recycle bins for paper, aluminum, cardboard, and plastic are available to help divert trash from landfills



## How you can help!

### Be an environmentally conscious purchaser!

- Choose a play equipment manufacturer that is ISO 14001 certified
- When replacing an existing playground structure, contact your local recycling center for options
- Specify recyclable materials for your play structures
- Upon receipt of your playground, recycle or reuse all packaging materials
- Consider recycled surfacing options
- Plant trees around your playground to provide natural shade and raise children's awareness of the natural environment

## ISO 14001 Certified



Play & Park Structures is proud to be ISO 14001 certified for its manufacturing facility in Fort Payne, Alabama. Also referred to as the 'Green Certification', ISO 14001 is an internationally recognized standard for environmental management, measurement, evaluation, and auditing. As an ISO 14001 certified company, Play & Park Structures controls the environmental impact of our activities, products, and services by implementing an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced. Play & Park Structures received its certification from an SRI Registrar, an accredited registrar that issues quality, environmental, health & safety, and security management system registration certificates based on internationally known standards.

***Playground customers have confirmed that they prefer to use manufacturers such as Play & Park Structures who are environmentally responsible.***



## Rotomold Colors

Choose from 15 colors



## Metal Colors

Choose from 28 powder coat colors



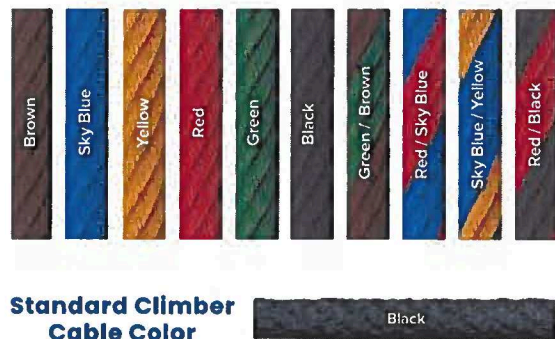
## HDPE Plastic Colors

Available 1-color or 2-color for graphics



## Raptor Cable Colors

for Meridian products only



## Nature Rotomold Plastic Colors

for Apex, MaxClimb, and Rock Wall Climbers



## Plastisol Deck and Site Colors

Thermoplastic deck coating is also available. Ask your Play Consultant for more information



Recycled Deck Colors

## Fabric Shade & Canopy



## NEW! DualShade Colors







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/03/2023

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 have ADDITIONAL INSURED provisions or 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><br>MARSH USA, LLC.<br>Two Alliance Center<br>3560 Lenox Road, Suite 2400<br>Atlanta, GA 30326<br>Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321<br>CN102326389-CAS-GAUWX-23-24 | <b>CONTACT NAME:</b> Brenda Young-Epps                         | <b>FAX (A/C, No):</b>                             |               |
|                                                                                                                                                                                                         | <b>PHONE (A/C, No, Ext):</b> (404) 995 3074                    | <b>E-MAIL ADDRESS:</b> brenda.youngepps@marsh.com |               |
| <b>INSURED</b><br>Play & Park Structures<br>544 Chestnut Street<br>Chattanooga, TN 37402                                                                                                                | <b>INSURER(S) AFFORDING COVERAGE</b>                           |                                                   | <b>NAIC #</b> |
|                                                                                                                                                                                                         | <b>INSURER A:</b> Evanston Insurance Company                   |                                                   | 35378         |
|                                                                                                                                                                                                         | <b>INSURER B:</b> Continental Casualty Company                 |                                                   | 20443         |
|                                                                                                                                                                                                         | <b>INSURER C:</b> American Casualty Company Of Reading, Pa     |                                                   | 20427         |
|                                                                                                                                                                                                         | <b>INSURER D:</b> Transportation Insurance Co                  |                                                   | 20494         |
|                                                                                                                                                                                                         | <b>INSURER E:</b> National Union Fire Ins Co. of Pittsburgh PA |                                                   | 19445         |
| <b>INSURER F:</b> The Continental Insurance Company                                                                                                                                                     |                                                                | 35289                                             |               |

## COVERAGES

CERTIFICATE NUMBER:

ATL-004721410-55

REVISION NUMBER: 20

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 INSD | SUBR VV/D | POLICY NUMBER                                                    | POLICY EFF (MM/DD/YYYY)                              | POLICY EXP (MM/DD/YYYY)                              | LIMITS                                                                                                                                                                                                                                                                      |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|------------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> SIR \$250,000 Per Occ.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |           | MKL2PBBC002028                                                   | 08/01/2023                                           | 08/01/2024                                           | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>POLICY AGGREGATE \$ 10,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                         |           |           | BUA 7039895527                                                   | 08/01/2023                                           | 08/01/2024                                           | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Comp./Coll. Ded.: \$1,000 \$                                                                                   |
| F        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                                                                     |           |           | 7039984806<br>RETENTION Umb Catastrophe \$25,000                 | 08/01/2023                                           | 08/01/2024                                           | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                                              |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                        | Y/N<br>N  | N/A       | WC 7 39895530<br>WC 7 39895544<br>WC 7 39919971<br>WC 7 39929062 | 08/01/2023<br>08/01/2023<br>08/01/2023<br>08/01/2023 | 08/01/2024<br>08/01/2024<br>08/01/2024<br>08/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                   |
| E        | Excess Umbrella                                                                                                                                                                                                                                                                                                                                                                      |           |           | 019356229                                                        | 08/01/2023                                           | 08/01/2024                                           | Each Occurrence 15,000,000<br>Aggregate 15,000,000                                                                                                                                                                                                                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For Information Only

## CERTIFICATE HOLDER

## CANCELLATION

Play & Park Structures  
544 Chestnut Street  
Chattanooga, TN 37402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA LLC

*John Whittle*

AGENCY CUSTOMER ID: CN102326389

LOC #: Atlanta



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                                 |                  |                                                                                                |
|---------------------------------|------------------|------------------------------------------------------------------------------------------------|
| <b>AGENCY</b><br>MARSH USA, LLC |                  | <b>NAMED INSURED</b><br>Play & Park Structures<br>544 Chestnut Street<br>Chattanooga, TN 37402 |
| <b>POLICY NUMBER</b>            |                  |                                                                                                |
| <b>CARRIER</b>                  | <b>NAIC CODE</b> | <b>EFFECTIVE DATE:</b>                                                                         |

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Workers' Compensation (Continued):

Carrier: Transportation Insurance Company

Policy Number: WC 7 39918885

Dates: 08/01/2023 - 08/01/2024

WC 7 39895530 - AL, AZ, CA, CO, FL, GA, IL, IN, KY, MI, MN, MO, NV, NY, OK, OR, PA, SC, TN, TX, UT, VA

WC 7 39895544 - CA, CO, FL, GA, IL, IN, MI, MN, MO, MT, NC, NM, NV, NY, OK, OR, PA, SC, TN, TX

WC 7 39919971 - AZ, OR, WI

WC 7 39918885 - OH, ND, WY, WA

## Biddeford City Playground Project

Maine Recreation & Design

Eric Welzel

347 Lunt Road

Brunswick, Me 04011

Design #1: \$248,500.00

Design #2: \$249,900.00

Design #3: \$249,500.00



**CITY OF BIDDEFORD  
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation)
2. That the attached proposal submitted in response to the Biddeford City Playground Project Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: Maine Recreation & Design

Authorized Signature: Eric Weigel

Date: 04/04/2025

Subscribed and sworn to me this 7 day of April 2025

Notary Public: Ronald R. Paradis

My commission expires: \_\_\_\_\_

|                                                                                                  |
|--------------------------------------------------------------------------------------------------|
| <b>RONALD R. PARADIS</b><br>Notary Public, State of Maine<br>My Commission Expires Dec. 21, 2025 |
|--------------------------------------------------------------------------------------------------|

## Biddeford City Playground Project

Maine Recreation & Design

Eric Welzel

347 Lunt Road

Brunswick, Me 04011

Authorized Signature: Eric Welzel

Date: 04-01-2025

This entire proposal is valid for a minimum of four months after April 7, 2025 the date of the proposal opening.

## **J. Richard Martin Community Center Playground Executive Summary:**

Maine Recreation & Design is pleased to submit this proposal to the City of Biddeford for the design, supply, and installation of a new, state-of-the-art destination playground at J. Richard Martin Community Center. With extensive experience in creating safe, engaging, and inclusive play environments, we are committed to delivering a high-quality recreational space that fosters physical activity, creativity, and social interaction for children of all abilities.

### **Our Approach:**

- Design a modern, ADA-compliant playground with innovative and interactive play elements.
- Incorporate safety surfacing and age-appropriate structures to maximize usability and accessibility.
- Provide a visually appealing and functional layout that integrates seamlessly into the designated site.

### **Project Benefits:**

- A thoughtfully designed play area that enhances the community's recreational offerings.
- Creating a destination playground space that adds to the city's overall appeal
- Equipment that encourages active, social, and inclusive play for children of all abilities.
- A collaborative approach that includes community feedback and alignment with the city's vision
- A turnkey solution from the design phase through completed installation

**Implementation Plan:** Our proposed timeline includes a timely installation to ensure project completion by September 1st, 2025. Our team will work closely with city officials to meet all requirements while maintaining transparency during the entire process.

**Conclusion:** Maine Recreation & Design is excited about partnering with the City of Biddeford to create a dynamic and inclusive destination playground that will serve as a lasting community asset. We are confident that our expertise and commitment to excellence will make this project a success. We look forward to discussing this proposal further and bringing your vision to life.



## **Maine Recreation & Design: Projects Completed in the Biddeford Community**

JFK Memorial School Phase #1: 2008

JFK Memorial School Phase #2 Head Start: 2014

Biddeford Primary School Phase #1: 2005

Biddeford Primary School Phase #2: 2012

Biddeford Primary School Phase #3: 2019

Biddeford Intermediate School (Swings): 2023 & 2024

The Mill at Saco Falls

St James School: 2023

Biddeford Regional Center of Tech / Mother Goose: 2014

Biddeford Head Start Stone Street: 2014

## References

Keith Forest: Parks and Facilities City of Portland  
207-999-9997  
[kpf@portlandmaine.gov](mailto:kpf@portlandmaine.gov)

Jon Stonier: Director of Buildings and Grounds Augusta School  
Department  
207-215-6153  
[jon.stonier@augustaschools.org](mailto:jon.stonier@augustaschools.org)

Todd Jepson: Facilities Director Scarborough School  
Department  
207-730-4100  
[tjepson@scarboroughschools.org](mailto:tjepson@scarboroughschools.org)

Richard Worpel: Director of Parks City of Augusta  
207-995-0569  
[Richard.worpel@augustamaine.gov](mailto:Richard.worpel@augustamaine.gov)

Karyn Macneill: Director of Parks and Recreation Yarmouth  
207-846-2406  
[kmacneill@yarmouth.me.us](mailto:kmacneill@yarmouth.me.us)

☐ Search by Unique Entity ID/CAGE      ☒ Search entities pending Unique Entity ID assignment



**Non-federal users:** You may only check the status of entities linked to your SAM.gov account.

Legal Business Name

Maine Recreation & Design

X



Reset

Search

## Entity Information

Maine Recreation & Design    ● Pending ID Assignment

You originally submitted documentation on **Apr. 06, 2025**.

Monitor your email for instructions from the entity validation service (EVS) to complete your Unique Entity ID assignment.



**City of Biddeford Planning and Economic Development Department  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICATION OF CONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

(For Prime Contracts Exceeding \$10,000)

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY BIDDER**

Name and address of bidder

**Maine Recreation & Design**

**347 Lunt Road**

**Brunswick, ME 04011**

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.  
\_\_\_\_ Yes                      ☒ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
\_\_\_\_ Yes                      ☒ No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
\_\_\_\_ Yes                      ☒ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
\_\_\_\_ Yes                      ☒ No

**Eric Welzel (President)**

Name and Title of Authorized Representative (print or type)

Eric Welzel  
Signature of Authorized Representative

**04-01-2025**

Date

OCD/EEO/Con/2000



**City of Biddeford Planning and Economic Development  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICATION OF CONTRACTOR REGARDING  
SEGREGATED FACILITIES  
(For Prime Contracts Exceeding \$10,000)**

Name of Prime Contractor: Maine Recreation & Design

Project Name and Number: Biddeford City Playground Project

The undersigned hereby certifies that:

- (a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Eric Welzel (President)

Name and Title of Authorized Representative (print or type)

Eric Welzel  
Signature of Authorized Representative

04-01-2025  
Date

OCD/SegCon/2000



**CITY OF BIDDEFORD HOUSING AND COMMUNITY DEVELOPMENT DIVISION**  
**SECTION 3 PRIME CONTRACTOR CERTIFICATION**

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development and individual self-sufficiency. Section 3 requires that to the greatest extent possible, economic opportunities that are generated by the use of Federal funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended. Section 3 established benchmark goals include (a) 25% of total labor hours worked by Section 3 workers; and (b) 5% of total labor hours worked by Targeted Section 3 workers.

Maine Recreation & Design, (hereinafter called the Subrecipient/Contractor), hereby CERTIFIES that upon being awarded a contract to participate in the following HUD-funded project:

J. Richard Martin Community Center (the Project) located in Biddeford in York County, that the Subrecipient/Contractor:

- A. Is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR Part 75; and
- B. Will comply with HUD regulations in 24 CFR Part 75; and
- C. Will submit to City of Portland appropriate Section 3 documentation of labor hours performed per contractor and subcontractor, certifications of Section 3 workers, and confirmation of Section 3 business concerns and Youthbuild participants;
- D. Will include the Section 3 Clause and Section 3 Certifications of Compliance in every subcontract, and further agrees to take the appropriate action pursuant to those regulations in the event the contractor/subcontractor is found to be in violation of 24 CFR Part 75; and
- E. Will not contract/subcontract with any contractor/subcontractor where the Subrecipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75.

Eric Welzel (President)

Name and Title of Authorized Representative (print or type)

Eric Welzel  
Signature of Authorized Representative

04-01-2025

Date

## Estimated Labor Hours and Positions

### Contact Information

Project Name: J. Richard Martin Community Center Playground

Project Address: 189 Alfred Street Biddeford, ME 04005

Company Name: Maine Recreation & Design

### Labor Hours

Please estimate the total labor hours you expect on this project, including subcontractors. 165

### Employment

Please review the Davis-Bacon wage determination and identify any labor categories that are not captured on the wage determination, and the approximate wage for each. This information will be used to request wage classifications from the Department of Labor.

| Job Title | Wage |
|-----------|------|
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |
|           |      |

Company Officer Name Printed: Eric Welzel

Company Officer Signature: Eric Welzel Date: 04-01-2025

Company Officer Email and Phone: eric@maine-playgrounds.com 207-751-4323

## Playground Design #2

Playground Equipment: \$212,977.00

Installation, and Safety Surfacing: \$36,923.00

Project Total: \$249,900.00



Miracle Recreation Equip. Co.  
878 E. US Hwy 60  
Monett, MO 65708  
1-888-458-2752

QUOTE: OE25003769  
CUSTOMER: X401D04  
PROJECT: 25004504  
DESIGN NAME: MP250029-01 -  
BIDDEFORD RFP - OPT 2

**Prepared For:**  
MAINE RECREATION & DESIGN

347 LUNT ROAD  
BRUNSWICK, ME 04011

**Project Name & Location:**  
Biddeford RFP (Richard Martin  
Community Center)

Design #2

**Prepared by:**  
MAINE RECREATION & DESIGN

Keenan Welzel  
347 LUNT ROAD  
BRUNSWICK, ME 04011

**Ship To Address:**

City of Biddeford  
189 Alfred Road  
Biddeford, ME 04005  
Ext. (phone)

**End User:**

City of Biddeford  
189 Alfred Road  
Biddeford, ME 04005

Quote Number: OE25003769  
Quote Date: 4/7/2025  
Valid For: 30 Days From Quote Date

## 2-5 Area

Product line: KidsChoice  
Age group: 2-12\_ASTM

## Components

| Part Number | Description                                | Qty  | Weight | Unit Price | Total     |
|-------------|--------------------------------------------|------|--------|------------|-----------|
| 4531        | MM SPINATORIUM                             | 1.00 | 85.00  | 1,390.00   | 1,390.00  |
| 6088        | INCLUSIVE SEESAW                           | 1.00 | 500.00 | 13,599.00  | 13,599.00 |
| 7145039     | 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)    | 2.00 | 155.00 | 1,960.00   | 3,920.00  |
| 714572      | 5" OD X 144" POST FOR ROOF (3' DK OR LESS) | 6.00 | 85.00  | 425.00     | 2,550.00  |
| 7146964     | ATTIC CLIMBER                              | 1.00 | 60.00  | 1,224.00   | 1,224.00  |
| 714700      | 5' SIDE-BY-SIDE SLIDE,CANOPY (3' DK)       | 1.00 | 120.00 | 2,340.00   | 2,340.00  |
| 714787      | TOT ROCK CLIMBER (3' DK)                   | 1.00 | 110.00 | 1,656.00   | 1,656.00  |
| 71485139    | SQ TRSFR POINT, CL HR (3' DK)              | 1.00 | 225.00 | 3,887.00   | 3,887.00  |
| 7148626     | ROOF FOR HEXAGON DECK, PERF STEEL          | 1.00 | 540.00 | 5,165.00   | 5,165.00  |
| 7149071     | "L" SLIDE RH, ROCKITE (3' DK)              | 1.00 | 100.00 | 1,709.00   | 1,709.00  |
| 7149173     | CURVED CABLE/ROPE CLIMBER (3' DK)          | 1.00 | 100.00 | 1,307.00   | 1,307.00  |
| 714999Z     | CUSTOMER SERVICE KIT (NO PRICE)            | 1.00 | 0.00   | 0.00       | 0.00      |
| 953         | ATV "C" SPRING RIDER                       | 1.00 | 135.00 | 3,016.00   | 3,016.00  |
| 960         | LUCKY THE LADYBUG "C" SPRING RIDER         | 1.00 | 245.00 | 2,258.00   | 2,258.00  |

## Swing + Freestanding Area

Product line: TotsChoice

Age group: 5-12\_ASTM

### Components

| Part Number | Description                                    | Qty  | Weight   | Unit Price | Total     |
|-------------|------------------------------------------------|------|----------|------------|-----------|
| 2740        | SWG PART THERAPEUTIC SWG SEAT W/ CHAIN (8' TR) | 1.00 | 135.00   | 1,591.00   | 1,591.00  |
| 2840        | SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)      | 4.00 | 10.00    | 159.00     | 636.00    |
| 2990        | SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)      | 2.00 | 15.00    | 232.00     | 464.00    |
| 304         | TEN SPIN                                       | 1.00 | 1,000.00 | 4,460.00   | 4,460.00  |
| 4424        | WEBSCAPES PEGASUS 4M ACTIVITY NET              | 1.00 | 470.00   | 22,582.00  | 22,582.00 |
| 4502        | CONCERTO VIBES                                 | 1.00 | 135.00   | 6,137.00   | 6,137.00  |
| 4503        | CONCERTO SPIN CABASAS SMALL                    | 1.00 | 60.00    | 1,220.00   | 1,220.00  |
| 4507        | CONCERTO 3-CONGAS                              | 1.00 | 60.00    | 3,002.00   | 3,002.00  |
| 453718      | MM TRANQUILITY CORNER FRAME                    | 1.00 | 185.00   | 1,556.00   | 1,556.00  |
| 4544        | TAPERED TOWER                                  | 1.00 | 600.00   | 7,591.00   | 7,591.00  |
| 4551J       | SALE - DOME CLIMBER W/ORBS FS                  | 1.00 | 700.00   | 8,199.00   | 8,199.00  |
| 4635CHAMC   | PHYZICS PHAZE (W/CHAMELEON SLIDE) CURVED       | 1.00 | 1,100.00 | 16,640.00  | 16,640.00 |
| 71871315B   | STAR/CIRCLE PERF PANEL (BELOW DECK) - TC       | 1.00 | 60.00    | 1,598.00   | 1,598.00  |
| 71871316B   | HEX/TRIANGLE PERF PANEL (BELOW DECK) - TC      | 1.00 | 60.00    | 1,598.00   | 1,598.00  |
| 925920Z     | TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)   | 1.00 | 0.00     | 0.00       | 0.00      |
| MR0930      | 3.5" ARCH SWING- (2 SEAT REQ'D)                | 2.00 | 286.00   | 2,753.00   | 5,506.00  |
| MR0932      | 3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)          | 1.00 | 179.00   | 1,652.00   | 1,652.00  |
| MR0936      | 3.5" ARCH SWG- ADD-A-BAY (1 ST REQ'D)          | 1.00 | 154.00   | 1,550.00   | 1,550.00  |

## 5-12 Area

Product line: KidsChoice

Age group: 5-12\_ASTM

### Components

| Part Number | Description                             | Qty   | Weight | Unit Price | Total    |
|-------------|-----------------------------------------|-------|--------|------------|----------|
| 7145019     | TRIANGLE DECK (ATTACHES TO 3 POSTS)     | 1.00  | 75.00  | 1,032.00   | 1,032.00 |
| 7145029     | SQUARE DECK (ATTACHES TO 4 POSTS)       | 2.00  | 125.00 | 1,473.00   | 2,946.00 |
| 7145039     | 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS) | 2.00  | 155.00 | 1,960.00   | 3,920.00 |
| 7145129     | PENTAGON DECK (ATTACHES TO 5 POSTS)     | 1.00  | 200.00 | 3,200.00   | 3,200.00 |
| 714552      | 5" OD X 136" POST (3' TO 5' DKS)        | 4.00  | 75.00  | 454.00     | 1,816.00 |
| 714553      | 5" OD X 160" POST (5'6" TO 6'6" DKS)    | 11.00 | 90.00  | 500.00     | 5,500.00 |
| 714554      | 5" OD X 178" POST (7' TO 8' DKS)        | 5.00  | 100.00 | 612.00     | 3,060.00 |
| 7146385     | GROOVE II SLIDE (5' DECK)               | 1.00  | 200.00 | 2,484.00   | 2,484.00 |

|           |                                    |      |          |          |          |
|-----------|------------------------------------|------|----------|----------|----------|
| 7146386   | GROOVE II SLIDE (6' & 6'6" DECK)   | 1.00 | 350.00   | 2,958.00 | 2,958.00 |
| 7146388   | GROOVE II SLIDE (8' DECK)          | 2.00 | 500.00   | 3,226.00 | 6,452.00 |
| 7146616   | DNA CLIMBER (6' & 6'6" DK)         | 1.00 | 2,000.00 | 5,572.00 | 5,572.00 |
| 7146701   | CHAMII ENTRY & EXIT (5' - 6'6" DK) | 1.00 | 145.00   | 3,080.00 | 3,080.00 |
| 7146704   | CHAMII SHORT STRAIGHT SECTION      | 1.00 | 60.00    | 731.00   | 731.00   |
| 7146706   | CHAMII LEFT SECTION                | 1.00 | 60.00    | 731.00   | 731.00   |
| 7146707   | CHAMII LONG STRAIGHT SECTION       | 1.00 | 60.00    | 768.00   | 768.00   |
| 7146786   | BACKTRACK CLIMBER (6'6" DK)        | 1.00 | 125.00   | 6,182.00 | 6,182.00 |
| 714723129 | 12' BURMA BRIDGE                   | 1.00 | 310.00   | 6,588.00 | 6,588.00 |
| 714724    | UPHILL CLIMBER (6'6" & 8' DK)      | 1.00 | 185.00   | 3,354.00 | 3,354.00 |
| 7148158   | LOOK-OUT LADDER (8' DECK)          | 1.00 | 110.00   | 1,262.00 | 1,262.00 |
| 71485159  | SQ TRSFR POINT, CL HR (5' DK)      | 1.00 | 375.00   | 6,103.00 | 6,103.00 |
| 71486728  | TWISTED VINE CLIMBER (8' DK)       | 1.00 | 110.00   | 2,076.00 | 2,076.00 |
| 714908    | SPIDER CLIMBER (3, 5' OR 6'6" DK)  | 1.00 | 70.00    | 1,538.00 | 1,538.00 |
| 714942    | CURVED CLIMBER (5' & 6'6" DECK)    | 1.00 | 140.00   | 1,709.00 | 1,709.00 |
| 7149765   | BUMPER LADDER (5' DECK)            | 1.00 | 90.00    | 2,080.00 | 2,080.00 |
| 7149939   | ADA STAIRS BTWN DECKS W/1'6" RISE  | 2.00 | 180.00   | 3,916.00 | 7,832.00 |

## RiskSign\_Included

Product line: Freestanding

Age group:

## Components

| Part Number | Description                               | Qty  | Weight | Unit Price | Total |
|-------------|-------------------------------------------|------|--------|------------|-------|
| 787Z        | RISK MANAGEMENT SIGN - ENGLISH (NO PRICE) | 1.00 | 0.00   | 0.00       | 0.00  |

## Additional Items

| Part Number  | Description                              | Qty  | Weight | Unit Price | Total |
|--------------|------------------------------------------|------|--------|------------|-------|
| 105295       | BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE) | 1.00 |        | 0.00       | 0.00  |
| 925961       | THUMB DRIVE 2GB - MREC                   | 1.00 |        | 0.00       | 0.00  |
| INSTALL BOOK | INSTALL BOOK FOR PP ORDERS               | 1.00 |        | 0.00       | 0.00  |

## Totals:

|                     |                     |
|---------------------|---------------------|
| Equipment Weight:   | 16,955.00 lbs       |
| Equipment List:     | \$212,977.00        |
| <b>Grand Total:</b> | <b>\$212,977.00</b> |

## Notes:



### Playground Design #3

Playground Equipment: \$211,139.00

Installation, and Safety Surfacing: \$38,361.00

Project Total: \$249,500.00

Miracle Recreation Equip. Co.  
878 E. US Hwy 60  
Monett, MO 65708  
1-888-458-2752

QUOTE: OE25003770  
CUSTOMER: X401D04  
PROJECT: 25004504  
DESIGN NAME: MP250030-01 -  
BIDDEFORD RFP - OPT 3

**Prepared For:**  
MAINE RECREATION & DESIGN

347 LUNT ROAD  
BRUNSWICK, ME 04011

**Project Name & Location:**  
Biddeford RFP (Richard Martin  
Community Center)

Design #3

**Prepared by:**  
MAINE RECREATION & DESIGN

Keenan Welzel  
347 LUNT ROAD  
BRUNSWICK, ME 04011

Quote Number: OE25003770  
Quote Date: 4/7/2025  
Valid For: 30 Days From Quote Date

## 2-5 Area

Product line: KidsChoice  
Age group: 2-5\_ASTM

## Components

| Part Number | Description                             | Qty  | Weight | Unit Price | Total    |
|-------------|-----------------------------------------|------|--------|------------|----------|
| 7145039     | 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS) | 2.00 | 155.00 | 1,960.00   | 3,920.00 |
| 714573      | 5" OD X 168" POST FOR ROOF (3'6"-5' DK) | 6.00 | 100.00 | 533.00     | 3,198.00 |
| 714623C     | BT LOG CLIMBER (4' DK)                  | 1.00 | 115.00 | 1,676.00   | 1,676.00 |
| 7146384     | GROOVE II SLIDE (4' DECK)               | 1.00 | 150.00 | 2,375.00   | 2,375.00 |
| 7147284     | BUMP & GLIDE SLIDE, ONE PIECE (4' DECK) | 1.00 | 205.00 | 3,006.00   | 3,006.00 |
| 7147554     | HONEYCOMB CLIMBER (4' DECK)             | 1.00 | 150.00 | 2,175.00   | 2,175.00 |
| 7147721     | BONGO PERCH (STATIONARY)                | 2.00 | 15.00  | 295.00     | 590.00   |
| 71485149    | SQ TRSFR POINT, CL HR (4' DK)           | 1.00 | 285.00 | 4,463.00   | 4,463.00 |
| 7148626     | ROOF FOR HEXAGON DECK, PERF STEEL       | 1.00 | 540.00 | 5,165.00   | 5,165.00 |
| 714913S     | BALANCE BEAM CURVED                     | 1.00 | 80.00  | 922.00     | 922.00   |
| 7149175     | CURVED CABLE/ROPE CLIMBER (5' DK)       | 1.00 | 140.00 | 1,564.00   | 1,564.00 |
| 714999Z     | CUSTOMER SERVICE KIT (NO PRICE)         | 1.00 | 0.00   | 0.00       | 0.00     |
| 961         | BUZZY THE BUMBLEBEE "C" SPRING RIDER    | 1.00 | 340.00 | 2,950.00   | 2,950.00 |
| 963         | POKEY THE SNAIL "C" SPRING RIDER        | 1.00 | 205.00 | 1,699.00   | 1,699.00 |

## Freestanding

Product line: Freestanding  
Age group: 5-12\_ASTM

## Components

| Part Number | Description                                    | Qty  | Weight   | Unit Price | Total     |
|-------------|------------------------------------------------|------|----------|------------|-----------|
| 2014        | ACCELERATOR SWING                              | 1.00 | 690.00   | 10,801.00  | 10,801.00 |
| 2740        | SWG PART THERAPEUTIC SWG SEAT W/ CHAIN (8' TR) | 1.00 | 135.00   | 1,591.00   | 1,591.00  |
| 2840        | SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)      | 4.00 | 10.00    | 159.00     | 636.00    |
| 2990        | SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)      | 2.00 | 15.00    | 232.00     | 464.00    |
| 304         | TEN SPIN                                       | 1.00 | 1,000.00 | 4,460.00   | 4,460.00  |
| 3061        | CYCLO CONE BASE CLIMBER                        | 1.00 | 345.00   | 16,709.00  | 16,709.00 |
| 4424        | WEBSCAPES PEGASUS 4M ACTIVITY NET              | 1.00 | 470.00   | 22,582.00  | 22,582.00 |
| 4502        | CONCERTO VIBES                                 | 1.00 | 135.00   | 6,137.00   | 6,137.00  |
| 4503        | CONCERTO SPIN CABASAS SMALL                    | 1.00 | 60.00    | 1,220.00   | 1,220.00  |
| 4507        | CONCERTO 3-CONGAS                              | 1.00 | 60.00    | 3,002.00   | 3,002.00  |
| 451         | PANEL INSERT POST FS (ONE SIDED)               | 2.00 | 35.00    | 612.00     | 1,224.00  |
| 4531        | MM SPINATORIUM                                 | 1.00 | 85.00    | 1,390.00   | 1,390.00  |
| 453718      | MM TRANQUILITY CORNER FRAME                    | 1.00 | 185.00   | 1,556.00   | 1,556.00  |
| 4541        | CROSSWAY CLIMBER LARGE                         | 1.00 | 445.00   | 7,331.00   | 7,331.00  |
| 4561        | TARANTULA CLIMBER                              | 1.00 | 420.00   | 4,602.00   | 4,602.00  |
| 714715202   | FUNHOUSE INSERT                                | 1.00 | 20.00    | 1,198.00   | 1,198.00  |
| 714715205   | FOUR-THE-WIN INSERT                            | 1.00 | 20.00    | 1,288.00   | 1,288.00  |
| 71871314B   | OVAL/SQUARE PERF PANEL (BELOW DECK) - TC       | 1.00 | 60.00    | 1,598.00   | 1,598.00  |
| 71871315B   | STAR/CIRCLE PERF PANEL (BELOW DECK) - TC       | 1.00 | 60.00    | 1,598.00   | 1,598.00  |
| 925920Z     | TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)   | 1.00 | 0.00     | 0.00       | 0.00      |
| MR0930      | 3.5" ARCH SWING- (2 SEAT REQ'D)                | 2.00 | 286.00   | 2,753.00   | 5,506.00  |
| MR0932      | 3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)          | 1.00 | 179.00   | 1,652.00   | 1,652.00  |
| MR0936      | 3.5" ARCH SWG- ADD-A-BAY (1 ST REQ'D)          | 1.00 | 154.00   | 1,550.00   | 1,550.00  |

## 5-12 Area

Product line: KidsChoice

Age group: 5-12\_ASTM

## Components

| Part Number | Description                             | Qty  | Weight | Unit Price | Total    |
|-------------|-----------------------------------------|------|--------|------------|----------|
| 4544        | TAPERED TOWER                           | 1.00 | 600.00 | 7,591.00   | 7,591.00 |
| 7145029     | SQUARE DECK (ATTACHES TO 4 POSTS)       | 1.00 | 125.00 | 1,473.00   | 1,473.00 |
| 7145039     | 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS) | 4.00 | 155.00 | 1,960.00   | 7,840.00 |
| 714552      | 5" OD X 136" POST (3' TO 5' DKS)        | 4.00 | 75.00  | 454.00     | 1,816.00 |
| 714553      | 5" OD X 160" POST (5'6" TO 6'6" DKS)    | 6.00 | 90.00  | 500.00     | 3,000.00 |
| 714573      | 5" OD X 168" POST FOR ROOF (3'6"-5' DK) | 6.00 | 100.00 | 533.00     | 3,198.00 |
| 7146005     | PEAK CLIMBER W/HRAIL (4' & 5' DKS)      | 1.00 | 100.00 | 1,395.00   | 1,395.00 |
| 7146155     | MONSTER PIPE CLIMB, STRGHT (4' & 5' DK) | 1.00 | 130.00 | 2,759.00   | 2,759.00 |
| 7147196     | CLIFF CLIMBER (6'6" DECK)               | 1.00 | 100.00 | 1,288.00   | 1,288.00 |
| 7147265     | MOGUL SLIDE-ONE PIECE (5' DECK)         | 1.00 | 200.00 | 2,737.00   | 2,737.00 |
| 7147316     | TRAP DOOR CLIMBER (6'6" DK)             | 1.00 | 130.00 | 2,093.00   | 2,093.00 |
| 7147786     | INCL SPIDER CLIMBER (5' & 6' 6" DK)     | 1.00 | 95.00  | 1,402.00   | 1,402.00 |



|          |                                      |      |        |          |          |
|----------|--------------------------------------|------|--------|----------|----------|
| 714850   | CHAMELEON SLIDE ENTRY & EXIT SECTION | 2.00 | 230.00 | 2,204.00 | 4,408.00 |
| 714850   | CHAMELEON SLIDE ENTRY & EXIT SECTION | 1.00 | 230.00 | 2,204.00 | 2,204.00 |
| 7148501  | CHAMELEON SLIDE STRAIGHT SECTION     | 4.00 | 90.00  | 859.00   | 3,436.00 |
| 7148501  | CHAMELEON SLIDE STRAIGHT SECTION     | 3.00 | 90.00  | 859.00   | 2,577.00 |
| 7148501  | CHAMELEON SLIDE STRAIGHT SECTION     | 2.00 | 90.00  | 859.00   | 1,718.00 |
| 7148501  | CHAMELEON SLIDE STRAIGHT SECTION     | 1.00 | 90.00  | 859.00   | 859.00   |
| 7148502  | CHAMELEON SLIDE RIGHT TURN SECTION   | 1.00 | 90.00  | 859.00   | 859.00   |
| 7148503  | CHAMELEON SLIDE LEFT TURN SECTION    | 1.00 | 90.00  | 859.00   | 859.00   |
| 71485159 | SQ TRSFR POINT, CL HR (5' DK)        | 1.00 | 375.00 | 6,103.00 | 6,103.00 |
| 7148626  | ROOF FOR HEXAGON DECK, PERF STEEL    | 1.00 | 540.00 | 5,165.00 | 5,165.00 |
| 7149695  | SPIRAL CLIMBER (3' OR 5' DK)         | 1.00 | 105.00 | 2,344.00 | 2,344.00 |
| 7149709  | 8' ARCH BRIDGE BETWEEN DECKS         | 1.00 | 380.00 | 6,221.00 | 6,221.00 |
| 7149765  | BUMPER LADDER (5' DECK)              | 1.00 | 90.00  | 2,080.00 | 2,080.00 |
| 7149939  | ADA STAIRS BTWN DECKS W/1'6" RISE    | 1.00 | 180.00 | 3,916.00 | 3,916.00 |

## RiskSign\_Included

Product line: Freestanding

Age group:

## Components

| Part Number | Description                               | Qty  | Weight | Unit Price | Total |
|-------------|-------------------------------------------|------|--------|------------|-------|
| 787Z        | RISK MANAGEMENT SIGN - ENGLISH (NO PRICE) | 1.00 | 0.00   | 0.00       | 0.00  |

## Additional Items

| Part Number  | Description                              | Qty  | Weight | Unit Price | Total |
|--------------|------------------------------------------|------|--------|------------|-------|
| 105295       | BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE) | 1.00 |        | 0.00       | 0.00  |
| 925961       | THUMB DRIVE 2GB - MREC                   | 1.00 |        | 0.00       | 0.00  |
| INSTALL BOOK | INSTALL BOOK FOR PP ORDERS               | 1.00 |        | 0.00       | 0.00  |

## Totals:

|                     |                     |
|---------------------|---------------------|
| Equipment Weight:   | 15,365.00 lbs       |
| Equipment List:     | \$211,139.00        |
| <b>Grand Total:</b> | <b>\$211,139.00</b> |

## Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from

## Playground Design #1

Playground Equipment: \$207,759.00

Installation, and Safety Surfacing: \$40,741.00

Project Total: \$248,500.00

Miracle Recreation Equip. Co.  
878 E. US Hwy 60  
Monett, MO 65708  
1-888-458-2752

QUOTE: OE25003768  
CUSTOMER: X401D04  
PROJECT: 25004504  
DESIGN NAME: MP250028-01 -  
BIDDEFORD RFP - OPT 1

**Prepared For:**  
MAINE RECREATION & DESIGN

347 LUNT ROAD  
BRUNSWICK, ME 04011

**Project Name & Location:**  
Biddeford RFP (Richard Martin  
Community Center)

Design #1

**Prepared by:**  
MAINE RECREATION & DESIGN

Keenan Welzel  
347 LUNT ROAD  
BRUNSWICK, ME 04011

**Ship To Address:**

City of Biddeford  
189 Alfred Road  
Biddeford, ME 04005  
Ext. (phone)

**End User:**

City of Biddeford  
189 Alfred Road  
Biddeford, ME 04005

Quote Number: OE25003768  
Quote Date: 4/7/2025  
Valid For: 30 Days From Quote Date

## Play Area 1

Product line: KidsChoice  
Age group: 5-12\_ASTM

## Components

| Part Number | Description                               | Qty  | Weight   | Unit Price | Total     |
|-------------|-------------------------------------------|------|----------|------------|-----------|
| 2014BN      | ACCELERATOR BIRD NEST                     | 1.00 | 710.00   | 9,828.00   | 9,828.00  |
| 2840        | SWG PART SLASH PROOF SEAT W/CHAIN (8' TR) | 6.00 | 10.00    | 159.00     | 954.00    |
| 2990        | SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR) | 2.00 | 15.00    | 232.00     | 464.00    |
| 304         | TEN SPIN                                  | 1.00 | 1,000.00 | 4,460.00   | 4,460.00  |
| 3061        | CYCLO CONE BASE CLIMBER                   | 1.00 | 345.00   | 16,709.00  | 16,709.00 |
| 4544        | TAPERED TOWER                             | 1.00 | 600.00   | 7,591.00   | 7,591.00  |
| 4551        | DOME CLIMBER W/ORBS FS                    | 1.00 | 700.00   | 9,568.00   | 9,568.00  |
| 4561        | TARANTULA CLIMBER                         | 1.00 | 420.00   | 4,602.00   | 4,602.00  |
| 6088        | INCLUSIVE SEESAW                          | 1.00 | 500.00   | 13,599.00  | 13,599.00 |
| 68610       | ALTA GLIDE FLEX GLIDER FREESTANDING       | 1.00 | 2,500.00 | 23,551.00  | 23,551.00 |
| 7145029     | SQUARE DECK (ATTACHES TO 4 POSTS)         | 5.00 | 125.00   | 1,473.00   | 7,365.00  |
| 7145039     | 1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)   | 2.00 | 155.00   | 1,960.00   | 3,920.00  |
| 714552      | 5" OD X 136" POST (3' TO 5' DKS)          | 8.00 | 75.00    | 454.00     | 3,632.00  |
| 714553      | 5" OD X 160" POST (5'6" TO 6'6" DKS)      | 8.00 | 90.00    | 500.00     | 4,000.00  |
| 714554      | 5" OD X 178" POST (7' TO 8' DKS)          | 4.00 | 100.00   | 612.00     | 2,448.00  |



|           |                                              |      |        |          |          |
|-----------|----------------------------------------------|------|--------|----------|----------|
| 714555    | 5" OD X 76" POST FOR FENCING & PANELS        | 2.00 | 50.00  | 275.00   | 550.00   |
| 714572    | 5" OD X 144" POST FOR ROOF (3' DK OR LESS)   | 6.00 | 85.00  | 425.00   | 2,550.00 |
| 7146006   | PEAK CLIMBER W/HRAIL (6' & 6'6" DKS)         | 1.00 | 110.00 | 1,682.00 | 1,682.00 |
| 7146155   | MONSTER PIPE CLIMB, STRGHT (4' & 5' DK)      | 1.00 | 130.00 | 2,759.00 | 2,759.00 |
| 7146385U  | GROOVE II SLIDE VORTEX (5' DECK)             | 1.00 | 200.00 | 2,478.00 | 2,478.00 |
| 7146704   | CHAMII SHORT STRAIGHT SECTION                | 2.00 | 60.00  | 731.00   | 1,462.00 |
| 7146705   | CHAMII RIGHT SECTION                         | 1.00 | 60.00  | 731.00   | 731.00   |
| 7146706   | CHAMII LEFT SECTION                          | 1.00 | 60.00  | 731.00   | 731.00   |
| 7146707   | CHAMII LONG STRAIGHT SECTION                 | 1.00 | 60.00  | 768.00   | 768.00   |
| 7146707   | CHAMII LONG STRAIGHT SECTION                 | 1.00 | 60.00  | 768.00   | 768.00   |
| 714670M21 | CHAMII DBL SLIDE ENTRY/EXIT (5'-6'6" DK)     | 1.00 | 290.00 | 3,610.00 | 3,610.00 |
| 714700    | 5' SIDE-BY-SIDE SLIDE,CANOPY (3' DK)         | 1.00 | 120.00 | 2,340.00 | 2,340.00 |
| 7147142   | FIRE TRUCK PANEL W/WHEEL                     | 1.00 | 50.00  | 1,630.00 | 1,630.00 |
| 7147196   | CLIFF CLIMBER (6'6" DECK)                    | 1.00 | 100.00 | 1,288.00 | 1,288.00 |
| 714723W9  | WIDE 8' BURMA BRIDGE                         | 2.00 | 300.00 | 4,576.00 | 9,152.00 |
| 714724    | UPHILL CLIMBER (6'6" & 8' DK)                | 1.00 | 185.00 | 3,354.00 | 3,354.00 |
| 7147786   | INCL SPIDER CLIMBER (5' & 6' 6" DK)          | 1.00 | 95.00  | 1,402.00 | 1,402.00 |
| 714787    | TOT ROCK CLIMBER (3' DK)                     | 1.00 | 110.00 | 1,656.00 | 1,656.00 |
| 714808    | CLIMBING POLE (3', 5' OR 6'6" DK)            | 1.00 | 45.00  | 959.00   | 959.00   |
| 7148258S  | SCALE-N-SLIDE SLIDE (8' DK)                  | 1.00 | 525.00 | 3,716.00 | 3,716.00 |
| 7148428   | SIDE-BY-SIDE CLIMB (6'6" OR 8' DK)           | 1.00 | 250.00 | 2,149.00 | 2,149.00 |
| 71485139  | SQ TRSFR POINT, CL HR (3' DK)                | 1.00 | 225.00 | 3,887.00 | 3,887.00 |
| 71485159  | SQ TRSFR POINT, CL HR (5' DK)                | 1.00 | 375.00 | 6,103.00 | 6,103.00 |
| 7148626   | ROOF FOR HEXAGON DECK, PERF STEEL            | 1.00 | 540.00 | 5,165.00 | 5,165.00 |
| 71486728  | TWISTED VINE CLIMBER (8' DK)                 | 1.00 | 110.00 | 2,076.00 | 2,076.00 |
| 7149071U  | "L" SLIDE RH, ROC (3' DK) VORTEX             | 1.00 | 100.00 | 1,709.00 | 1,709.00 |
| 714920595 | 12' RAMP GRND-DK 1:12, W/O PST, OPN HR       | 1.00 | 420.00 | 5,554.00 | 5,554.00 |
| 714920E   | ADA RAMP EXT INCLINED (LARGE)                | 1.00 | 90.00  | 1,068.00 | 1,068.00 |
| 7149763   | BUMPER LADDER (3' DECK)                      | 1.00 | 80.00  | 1,921.00 | 1,921.00 |
| 7149939   | ADA STAIRS BTWN DECKS W/1'6" RISE            | 2.00 | 180.00 | 3,916.00 | 7,832.00 |
| 714999Z   | CUSTOMER SERVICE KIT (NO PRICE)              | 1.00 | 0.00   | 0.00     | 0.00     |
| 925920Z   | TOUCH UP PAINT KIT - FREESTANDING (NO PRICE) | 1.00 | 0.00   | 0.00     | 0.00     |
| 960       | LUCKY THE LADYBUG "C" SPRING RIDER           | 1.00 | 245.00 | 2,258.00 | 2,258.00 |
| 961       | BUZZY THE BUMBLEBEE "C" SPRING RIDER         | 1.00 | 340.00 | 2,950.00 | 2,950.00 |
| MR0930    | 3.5" ARCH SWING- (2 SEAT REQ'D)              | 2.00 | 286.00 | 2,753.00 | 5,506.00 |
| MR0932    | 3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)        | 2.00 | 179.00 | 1,652.00 | 3,304.00 |

## RiskSign\_Included

Product line: Freestanding

Age group:

## Components

| Part Number | Description                               | Qty  | Weight | Unit Price | Total |
|-------------|-------------------------------------------|------|--------|------------|-------|
| 787Z        | RISK MANAGEMENT SIGN - ENGLISH (NO PRICE) | 1.00 | 0.00   | 0.00       | 0.00  |

## Additional Items

| Part Number  | Description                              | Qty  | Weight | Unit Price | Total |
|--------------|------------------------------------------|------|--------|------------|-------|
| 105295       | BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE) | 1.00 |        | 0.00       | 0.00  |
| 925961       | THUMB DRIVE 2GB - MREC                   | 1.00 |        | 0.00       | 0.00  |
| INSTALL BOOK | INSTALL BOOK FOR PP ORDERS               | 1.00 |        | 0.00       | 0.00  |

## Totals:

|                   |               |
|-------------------|---------------|
| Equipment Weight: | 17,115.00 lbs |
| Equipment List:   | \$207,759.00  |
| Grand Total:      | \$207,759.00  |

## Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: OE25003768      Quote Date: 4/7/2025      Equipment: \$207,759.00      Grand Total: \$207,759.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

**Submitted By**

**Printed Name and Title**

**Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

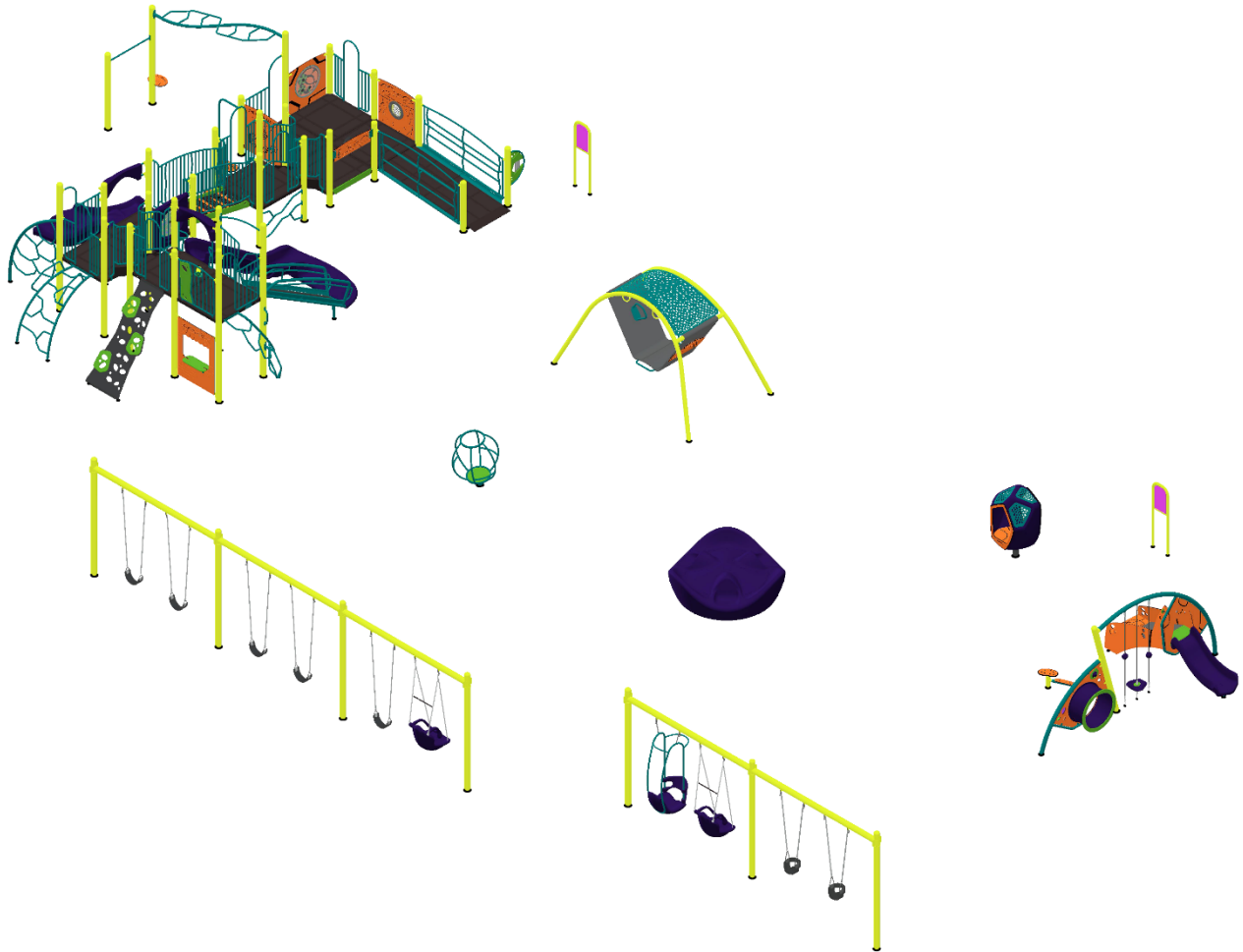
By:

Date:

### ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All





189 Alfred Rd | Biddeford, ME 04005-3277

March 31, 2025

Lisa Thompson  
City Of Biddeford  
189 Alfred Rd  
Biddeford, ME 04005-3277

Dear Lisa Thompson:

Ben Shaffer Recreation, Inc. is delighted to provide City Of Biddeford with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Ben Shaffer Recreation, Inc. is confident that this proposal will satisfy City Of Biddeford's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with City Of Biddeford. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

**Ryan Tumminello**  
Sales Representative

Ben Shaffer Recreation, Inc.  
PO Box 844  
Lake Hopatcong, NJ 07849  
[www.benshaffer.com](http://www.benshaffer.com)  
[www.bciburke.com](http://www.bciburke.com)

Phone: 973-663-2021  
Fax: 973-663-4615  
[ryan@benshaffer.com](mailto:ryan@benshaffer.com)



# FEATURED PLAY EVENTS



## CAR ACCESSIBLE REACH PANEL

Interactive play events provide opportunities for social interaction while increasing coordination and adding additional sensory stimulation to the playground.



## Petal Step Climber

Climbers provide several developmental benefits to children, building upper body strength along with boosting balance and coordination while they play.



## Luge™ Slide

With the Luge Slide, kids can race each other down while developing social skills and increasing coordination.



# FEATURED PLAY EVENTS



## **Volta® Inclusive Spinner**

The universally designed Volta Inclusive Spinner is a spinning social space designed for users of all shapes, sizes and abilities. Multiple seating positions allow up to 9 children to play in the same space.



## **Freedom Swing Seat**

The Freedom inclusive Swing Seat allows children of all abilities to enjoy the childhood joy of swinging in a safe and secure seat.

### DESIGN SUMMARY

Ben Shaffer Recreation, Inc. is very pleased to present this Proposal for consideration for the Community Center Playground located in Biddeford. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City Of Biddeford. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

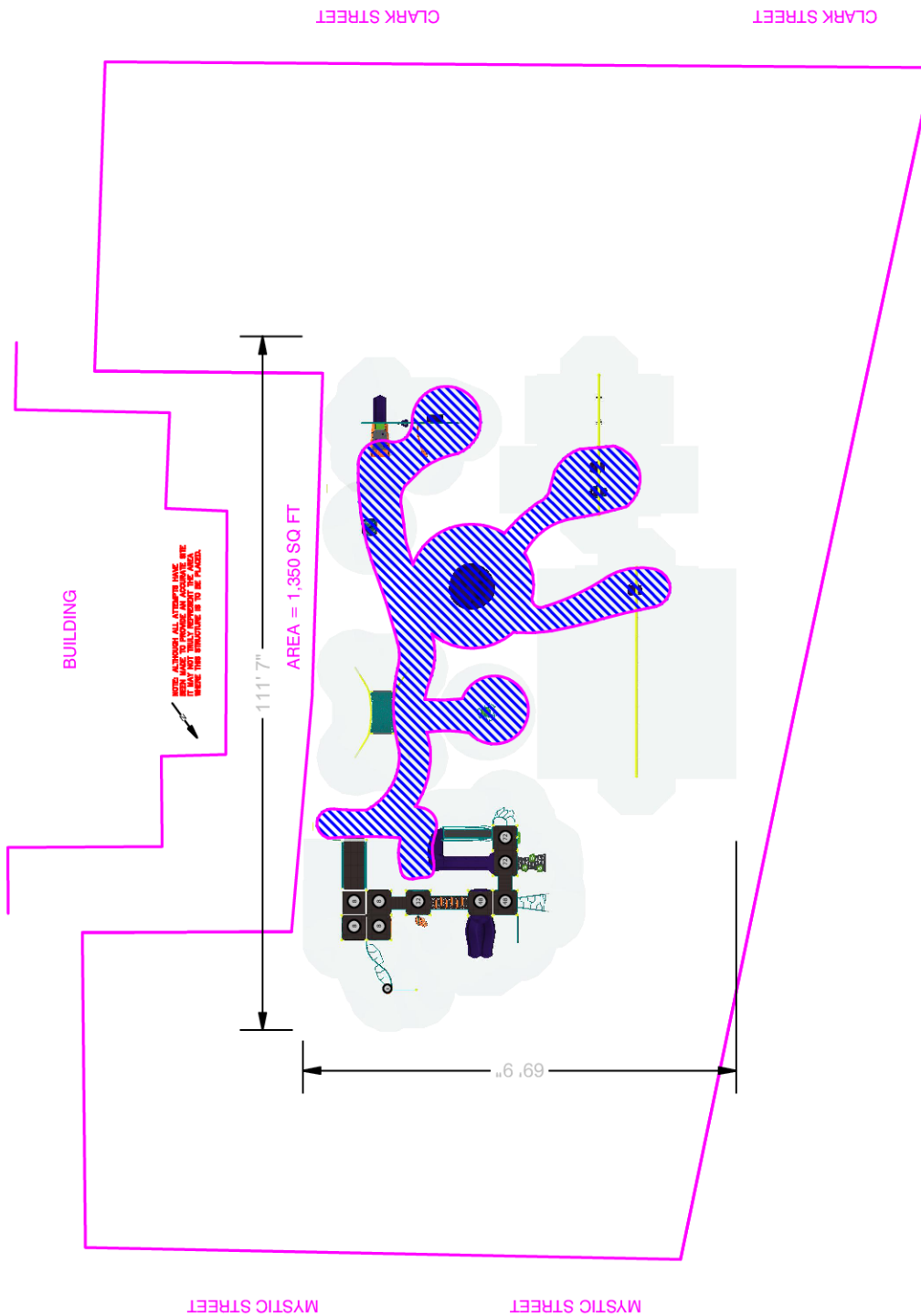
The following is a summary of some of the key elements of our Proposal:

- Project Name: Community Center Playground
- Project Number: 130-198956-1
- User Capacity: 172
- Age Groups: 5 to 12, 2 to 5, 2 to 12
- Dimensions: 111' 6"x69' 8"
- Designer Name: John T. Uelmen

Ben Shaffer Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Community Center Playground playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 130-198956-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Community Center Playground playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

| PLAYGROUND ACCESSIBILITY (Provided/Required) |                 |                            |                        |               |
|----------------------------------------------|-----------------|----------------------------|------------------------|---------------|
| TOTAL EVENTS                                 | ELEVATED EVENTS | TRANSFER ACCESSIBLE EVENTS | RAMP ACCESSIBLE EVENTS | GROUND EVENTS |
| 26                                           | 13 / 7          | 8 / 0                      | 5 / 0                  | 18 / 4        |
|                                              |                 |                            |                        | 7 / 3         |

**OVERALL BOUNDING OF USE ZONES**  
 \*\*The space requirements shown here are to ASTM standards. Requirements for other standards may be different.  
 Area: 7771.6 sq. ft.  
 Perimeter: 362.4 ft.  
**STRUCTURE SIZE:** 9"x111' 7"  
**POST SIZE(S):**

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

**SERIES** Burke Basics | Nucleus | Intensity

**SITE PLAN VIEW**

**GROUP:**  
 5 - 12 STRUCTURE|LEVEL X  
 LAUNCH|FREESTANDING

**DESIGNED FOR AGES:**  
 5 to 12, 2 to 5, 2 to 12

**Community Center Playground**  
 Biddeford, ME 04005-3277

**Burke**  
 PLAY THAT MOVES YOU.

03/31/2025

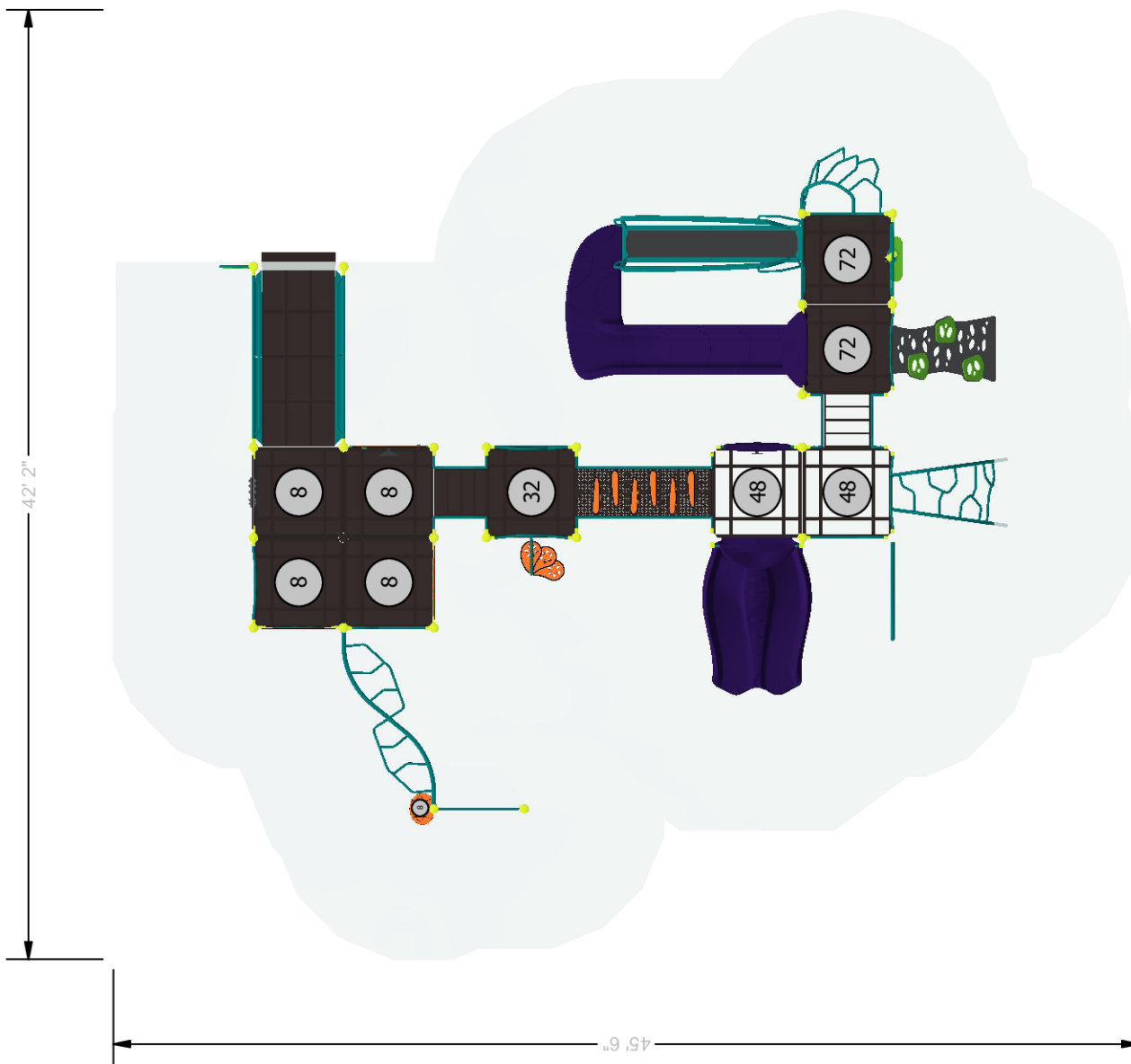
**Ben Shaffer Recreation, Inc.**

**130-198956-1**

Designer: John T. Uelmen

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM





The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

| PLAYGROUND ACCESSIBILITY (Provided/Required) |                 |                            |                        |                        |
|----------------------------------------------|-----------------|----------------------------|------------------------|------------------------|
| TOTAL EVENTS                                 | ELEVATED EVENTS | TRANSFER ACCESSIBLE EVENTS | RAMP ACCESSIBLE EVENTS | TYPES OF GROUND EVENTS |
| 26                                           | 13 / 7          | 8 / 0                      | 5 / 0                  | 18 / 4 / 7 / 3         |

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**STRUCTURE SIZE:** 9"x11' 7"  
**POST SIZE(S):**

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

**SERIES** Nucleus | Intensity

**GROUP:**  
5 - 12 STRUCTURE

**DESIGNED FOR AGES:**  
5 to 12

**Community Center Playground**  
Biddeford, ME 04005-3277

**Burke**  
PLAY THAT MOVES YOU.

**SITE PLAN VIEW**

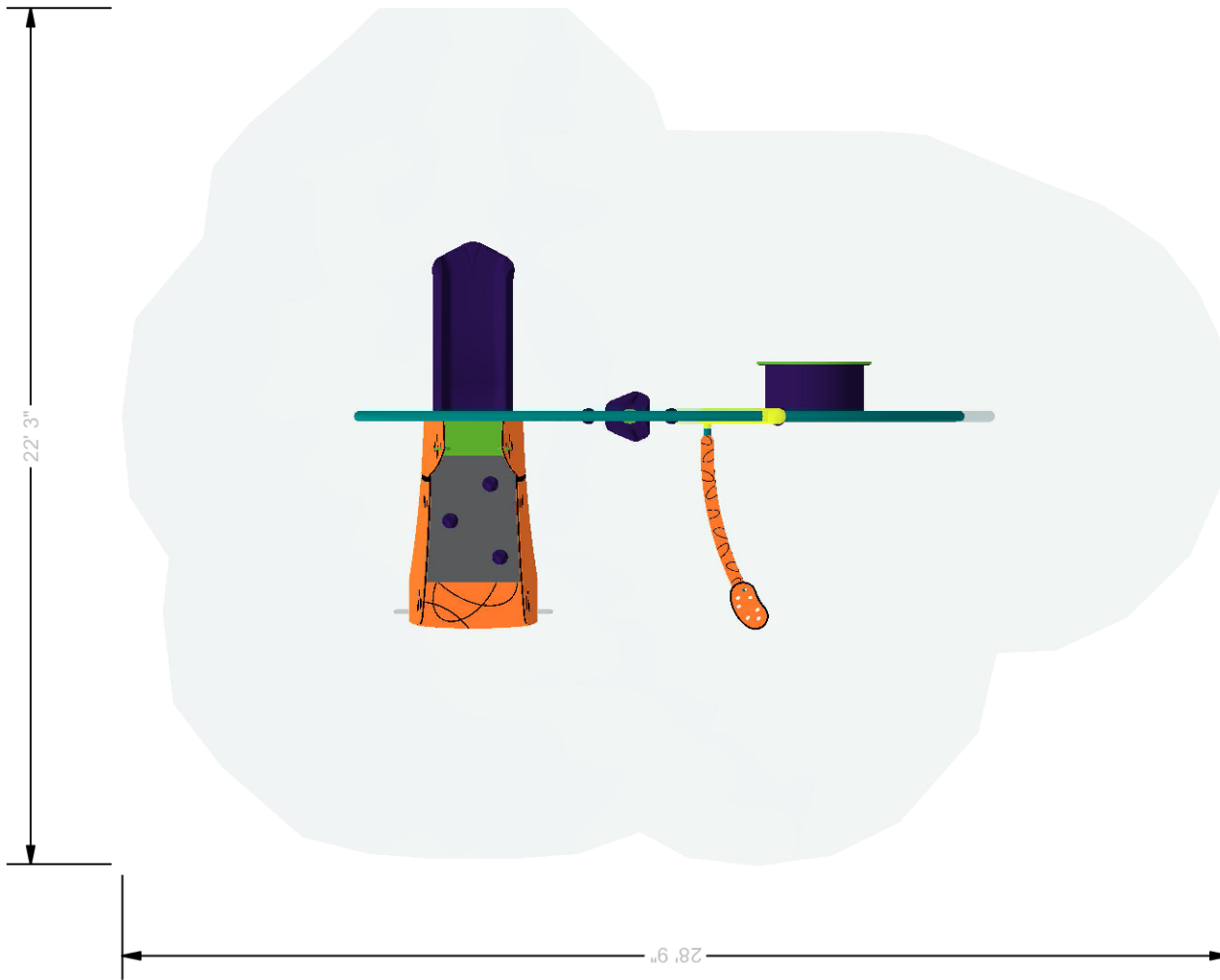
03/31/2025

**Ben Shaffer Recreation, Inc.**

**130-198956-1**

Designer: John T. Uelmen

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

| PLAYGROUND ACCESSIBILITY (Provided/Required) |                 |                            |                        |               |
|----------------------------------------------|-----------------|----------------------------|------------------------|---------------|
| TOTAL EVENTS                                 | ELEVATED EVENTS | TRANSFER ACCESSIBLE EVENTS | RAMP ACCESSIBLE EVENTS | GROUND EVENTS |
| 26                                           | 13 / 7          | 8 / 0                      | 5 / 0                  | 18 / 4        |
|                                              |                 |                            |                        | 7 / 3         |

**OVERALL BOUNDING OF USE ZONES**  
 Area: 7771.6 sq. ft.  
 Perimeter: 362.4 ft.  
 STRUCTURE SIZE: 9"x11' 7"  
 POST SIZE(S):

\*\*The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

**SERIES** Burke Basics

**GROUP:**  
LEVEL X LAUNCH

**DESIGNED FOR AGES:**  
2 to 5

**Community Center Playground**  
Biddeford, ME 04005-3277



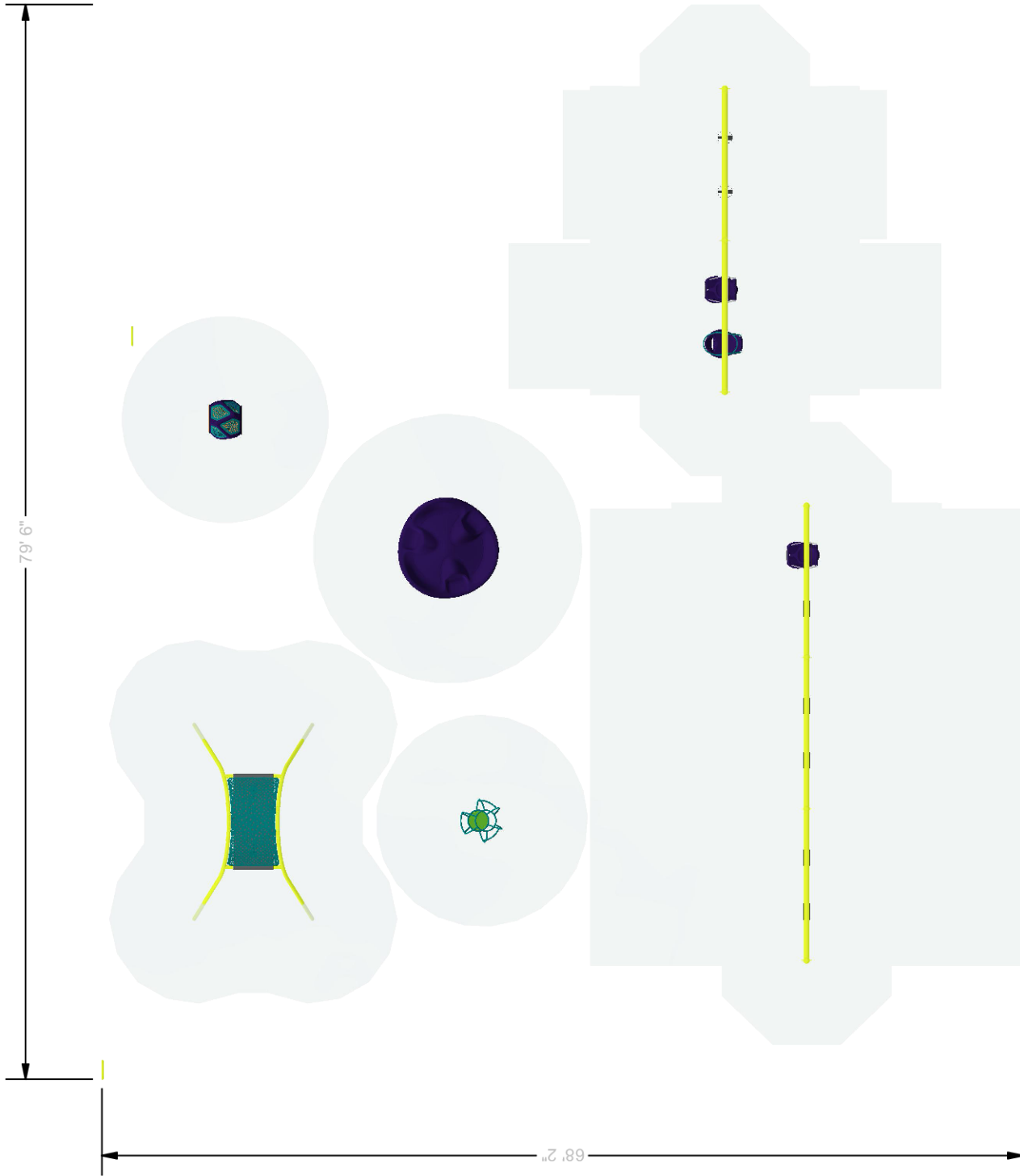
**SITE PLAN VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**

**130-198956-1**

Designer: John T. Uelmen



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

| PLAYGROUND ACCESSIBILITY (Provided/Required) |                 |                            |                        |                        |
|----------------------------------------------|-----------------|----------------------------|------------------------|------------------------|
| TOTAL EVENTS                                 | ELEVATED EVENTS | TRANSFER ACCESSIBLE EVENTS | RAMP ACCESSIBLE EVENTS | TYPES OF GROUND EVENTS |
| 26                                           | 13 / 7          | 8 / 0                      | 5 / 0                  | 18 / 4 / 7 / 3         |

**OVERALL BOUNDING OF USE ZONES**  
 \*\*The space requirements shown here are to ASTM standards. Requirements for other standards may be different.  
 Area: 7771.6 sq. ft.  
 Perimeter: 362.4 ft.  
**STRUCTURE SIZE:** 9"x11' 7"  
**POST SIZE(S):**

**SERIES** Burke Basics

**GROUP:**  
FREESTANDING

**DESIGNED FOR AGES:**  
2 to 12

**Community Center Playground**  
Biddeford, ME 04005-3277

**Burke**  
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**SITE PLAN VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**

**130-198956-1**

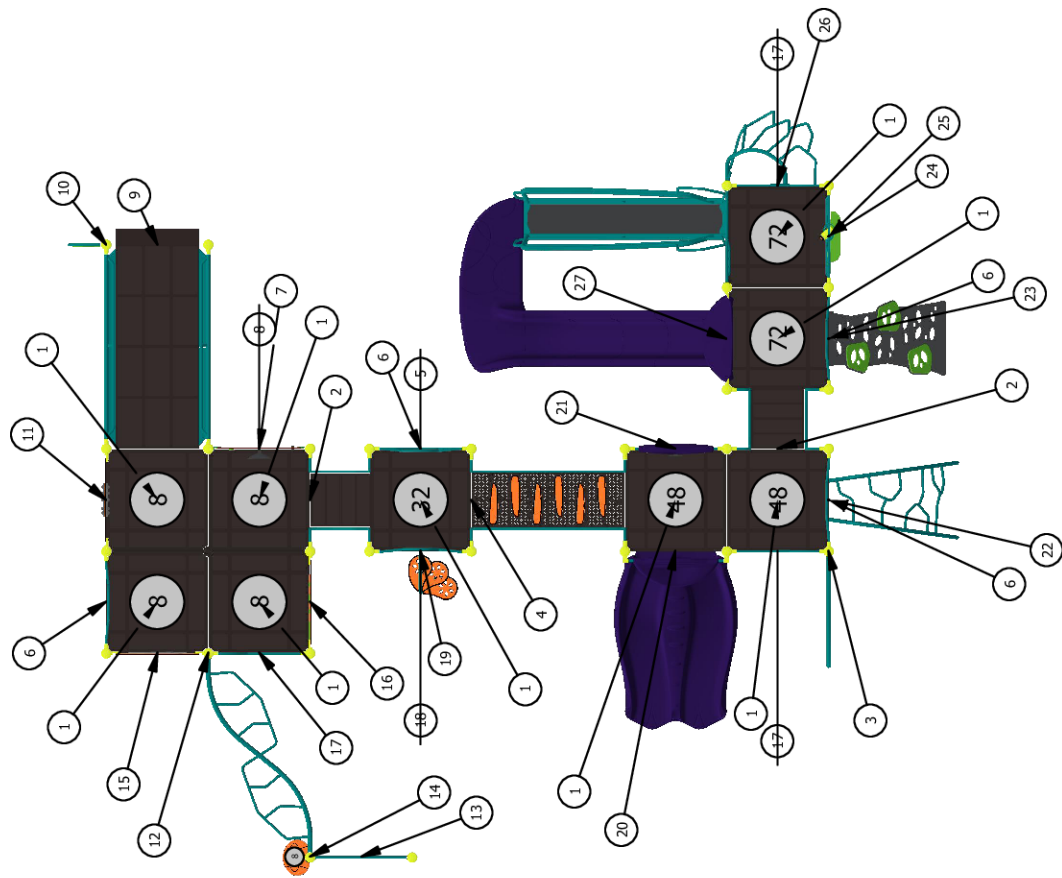
Designer: John T. Uelmen

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



| ITEM | COMP.    | DESCRIPTION                              |
|------|----------|------------------------------------------|
| 1    | 270-0130 | SQUARE PLATFORM                          |
| 2    | 370-0467 | 24" TRANSITION STAIR W/BARRIERS          |
| 3    | 370-0286 | PANO CLIMBER                             |
| 4    | 370-0210 | TERREX CLIMBER                           |
| 5    | 370-0860 | TREE BRANCH CLIMBER 32"                  |
| 6    | 270-0112 | UNITARY ENCLOSURE                        |
| 7    | 570-2668 | CAR ACCESSIBLE REACH PANEL               |
| 8    | 570-0622 | PLATFORM ROLL GUARD                      |
| 9    | 270-0015 | 8' ADAAG ENTRANCE RAMP W/GUARDRAIL       |
| 10   | 570-2706 | CHIMES CRESCENT PANEL, LEFT              |
| 11   | 570-1863 | RAIN WHEEL PANEL                         |
| 12   | 370-1683 | S HORIZONTAL LADDER, NUCLEUS             |
| 13   | 370-0491 | 48" CROSS BAR                            |
| 14   | 370-1608 | OVISTEP LAUNCH PAD                       |
| 15   | 570-2737 | PINBALL PANEL                            |
| 16   | 570-2712 | HIDE THE NUMBERS 2-SIDED PLAYPANEL       |
| 17   | 270-0001 | OFFSET ENCLOSURE                         |
| 18   | 370-1674 | PETAL STEP CLIMBER 32"                   |
| 19   | 270-0286 | NUCLEUS STANCHION                        |
| 20   | 470-0755 | LUGE SLIDE, 48"-56"                      |
| 21   | 570-2701 | COLLISION PANEL, ABOVE PLATFORM          |
| 22   | 370-1681 | BETA CLIMBER 48"-56"                     |
| 23   | 370-1740 | PATHWAY CLIMBER, 64"-72"                 |
| 24   | 570-0130 | EVOLUTION BARRIER W/ KALEIDOSCOPE        |
| 25   | 570-0620 | BURKE MART PANEL BELOW PLATFORM 72"-112" |
| 26   | 370-1721 | ION CLIMBER 64"-80"                      |
| 27   | 470-0966 | 360 LOOP                                 |



SERIES

Nucleus | Intensity

GROUP:

5 - 12 STRUCTURE

DESIGNED FOR AGES:

5 to 12

Community Center Playground

Biddeford, ME 04005-3277

Burke

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03/31/2025

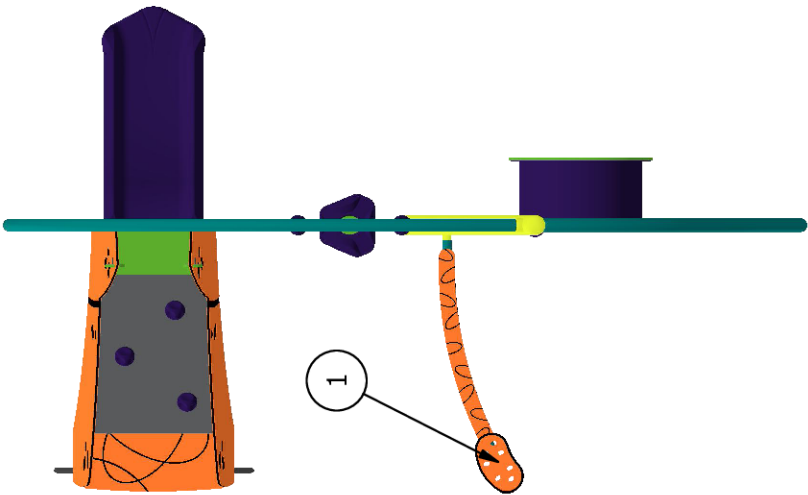
Ben Shaffer Recreation, Inc.

130-198956-1

Designer: John T. Uelmen

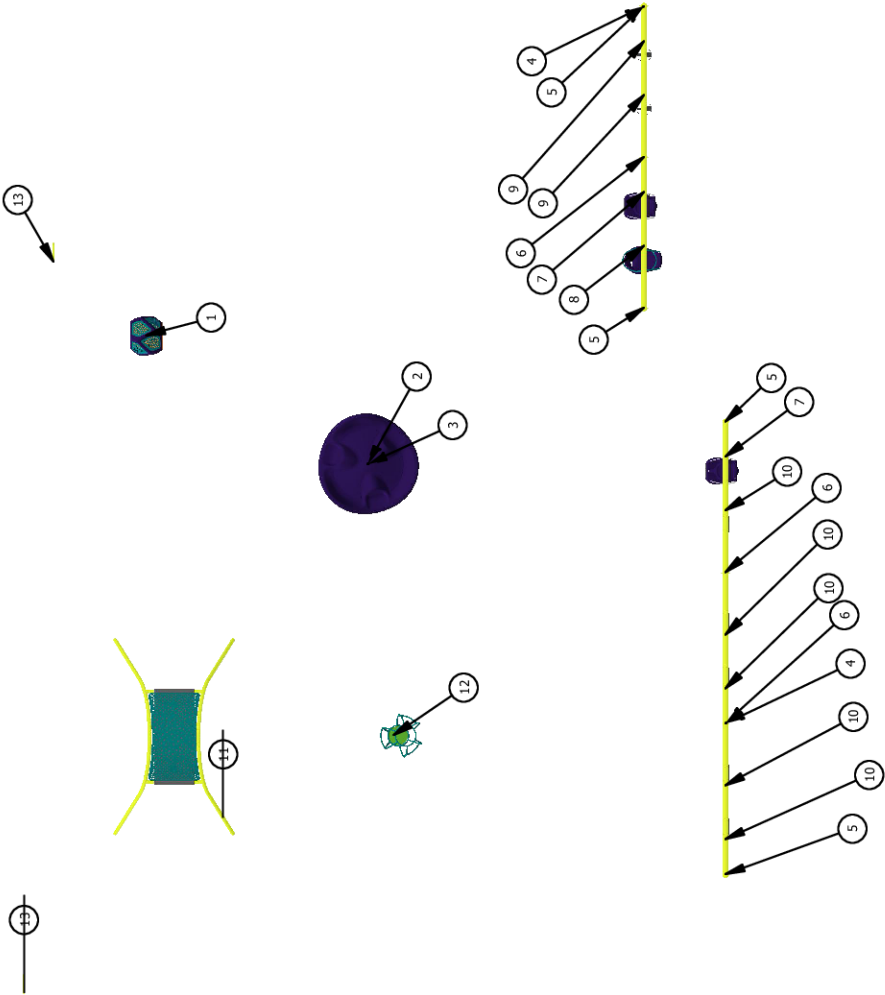
BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

| ITEM | COMP.    | DESCRIPTION    |
|------|----------|----------------|
| 1    | 560-2718 | LEVEL X LAUNCH |

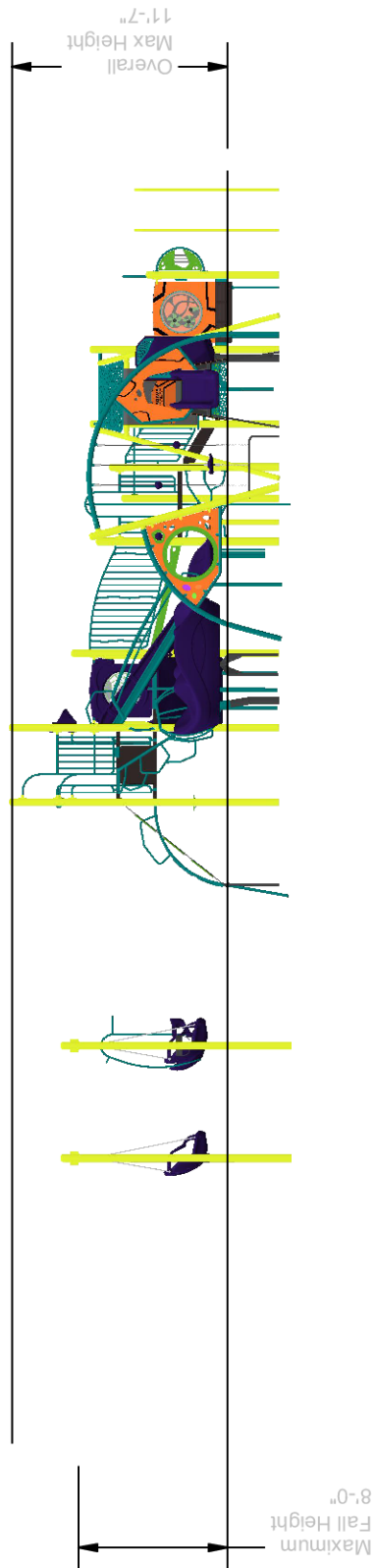


| SERIES                                                                                       | Burke Basics                        | COMPONENT VIEW               |
|----------------------------------------------------------------------------------------------|-------------------------------------|------------------------------|
| GROUP:                                                                                       | Community Center Playground         | 03/31/2025                   |
| LEVEL X LAUNCH                                                                               | Biddeford, ME 04005-3277            | Ben Shaffer Recreation, Inc. |
| DESIGNED FOR AGES:                                                                           | <b>Burke</b><br>PLAY THAT MOVES YOU | 130-198956-1                 |
| 2 to 5                                                                                       |                                     | Designer: John T. Uelmen     |
| BCI BURKE COMPANY, LLC   PO BOX 549 FOND DU LAC, WI 54936-0549   920.921.9220   BCIBURKE.COM |                                     |                              |

| ITEM | COMP.    | DESCRIPTION                            |
|------|----------|----------------------------------------|
| 1    | 560-0073 | NIDO SPINNER                           |
| 2    | 560-2579 | VOLTA INCLUSIVE SPINNER                |
| 3    | 560-2765 | VOLTA SPINNER FOOTER                   |
| 4    | 550-0201 | SINGLE POST SWING ASSEMBLY 5" OD       |
| 5    | 550-0008 | SWING BEAM HALF CLAMP                  |
|      | -END     |                                        |
| 6    | 550-0202 | SINGLE POST SWING ADD-ON 5" OD         |
| 7    | 550-0171 | FREEDOM SWING SEAT, 8' BEAM, STD CHAIN |
| 8    | 550-0191 | KONNECTION SWING                       |
| 9    | 550-0099 | TOT SEAT, 7' & 8' SINGLE, STD CHAIN    |
| 10   | 550-0111 | BELT SEAT, 8' SINGLE, STD CHAIN        |
| 11   | 550-9118 | BRAVA UNIVERSAL SWING                  |
| 12   | 560-2589 | COMET II                               |
| 13   | 580-1399 | WELCOME SIGN, CUSTOM                   |



|                                                                                              |  |                                                                                        |  |
|----------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|--|
| <b>SERIES</b> Burke Basics                                                                   |  | <b>COMPONENT VIEW</b>                                                                  |  |
| <b>GROUP:</b><br>FREESTANDING                                                                |  | 03/31/2025                                                                             |  |
| <b>DESIGNED FOR AGES:</b><br>2 to 12                                                         |  | <b>Ben Shaffer Recreation, Inc.</b><br><b>130-198956-1</b><br>Designer: John T. Uelmen |  |
| Community Center Playground<br>Biddeford, ME 04005-3277                                      |  |                                                                                        |  |
| BCI BURKE COMPANY, LLC   PO BOX 549 FOND DU LAC, WI 54936-0549   920.921.9220   BCIBURKE.COM |  |                                                                                        |  |



**SERIES** Burke Basics | Nucleus | Intensity

**ELEVATION VIEW**

**GROUP:**  
5 - 12 STRUCTURE|LEVEL X  
LAUNCH|FREESTANDING

**DESIGNED FOR AGES:**  
5 to 12, 2 to 5, 2 to 12

**Community Center Playground**  
Biddeford, ME 04005-3277

**Burke**  
PLAY THAT MOVES YOU

03/31/2025

**Ben Shaffer Recreation, Inc.**

**130-198956-1**

Designer: John T. Uelmen





**SERIES** Nucleus | Intensity

**GROUP:**  
5 - 12 STRUCTURE

**DESIGNED FOR AGES:**  
5 to 12

**Community Center Playground**  
Biddeford, ME 04005-3277

**Burke**  
PLAY THAT MOVES YOU

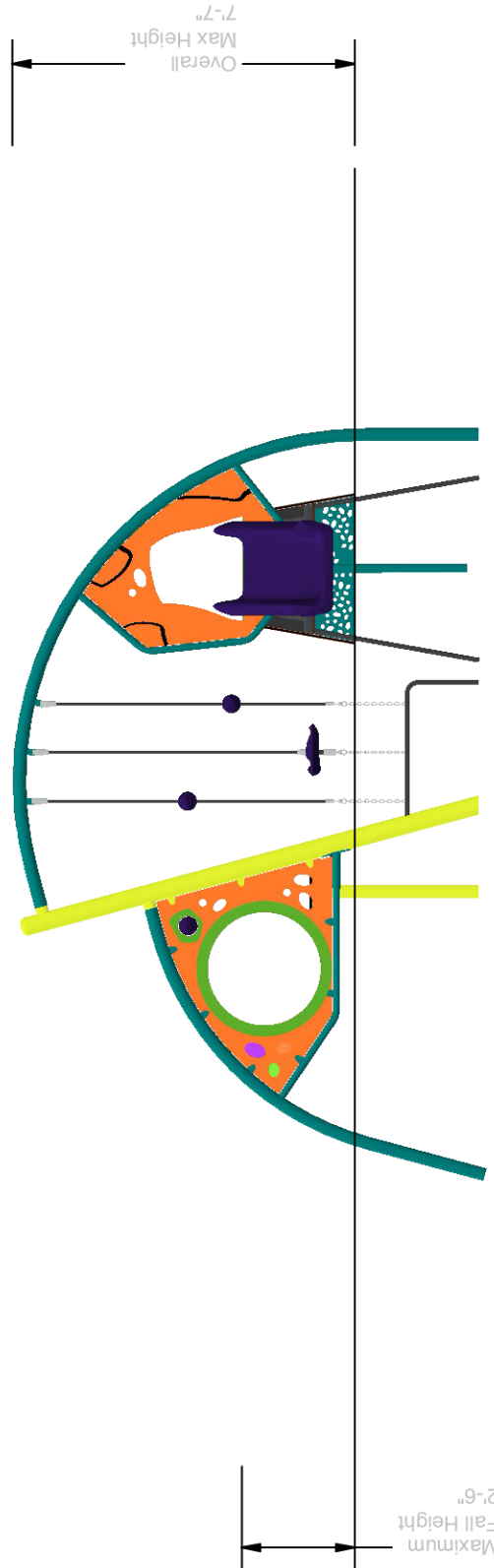
**ELEVATION VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**

**130-198956-1**

Designer: John T. Uelmen



**SERIES** Burke Basics

**GROUP:**  
LEVEL X LAUNCH

**DESIGNED FOR AGES:**  
2 to 5

**Community Center Playground**  
Biddeford, ME 04005-3277

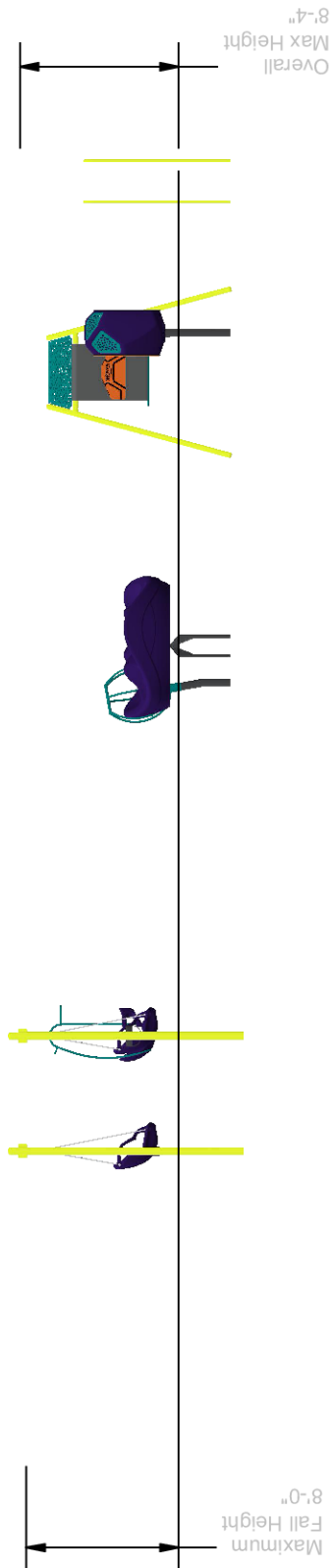
**Burke**  
PLAY THAT MOVES YOU

**ELEVATION VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**  
**130-198956-1**

Designer: John T. Uelmen



**SERIES** Burke Basics

**GROUP:**  
FREESTANDING

**DESIGNED FOR AGES:**  
2 to 12

**Community Center Playground**  
Biddeford, ME 04005-3277

**Burke**  
PLAY THAT MOVES YOU

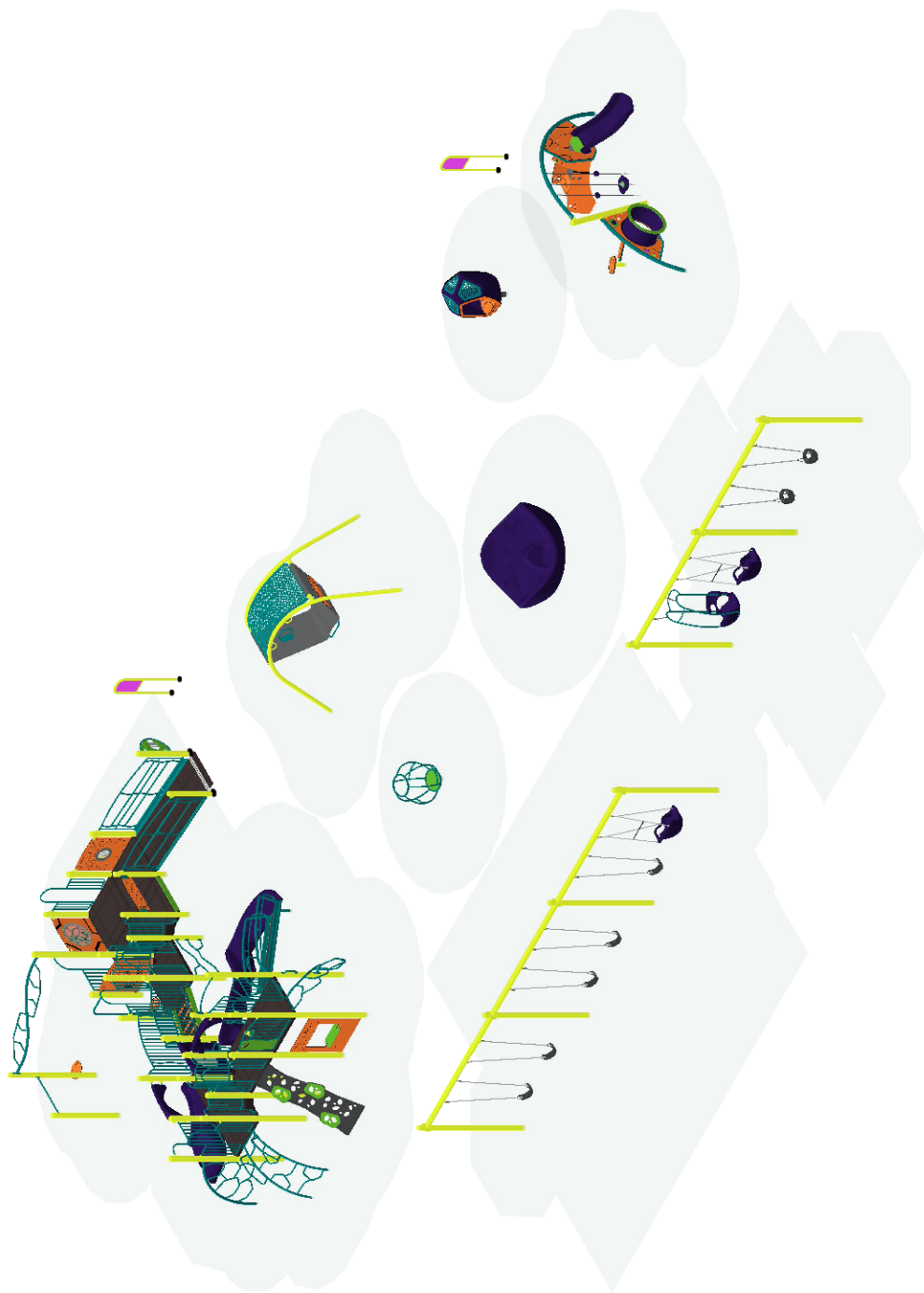
**ELEVATION VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**

**130-198956-1**

Designer: John T. Uelmen



**SERIES** Burke Basics | Nucleus | Intensity

**ISOMETRIC VIEW**

**GROUP:**  
5 - 12 STRUCTURE|LEVEL X  
LAUNCH|FREESTANDING

**Community Center Playground**  
Biddeford, ME 04005-3277

03/31/2025

**DESIGNED FOR AGES:**  
5 to 12, 2 to 5, 2 to 12

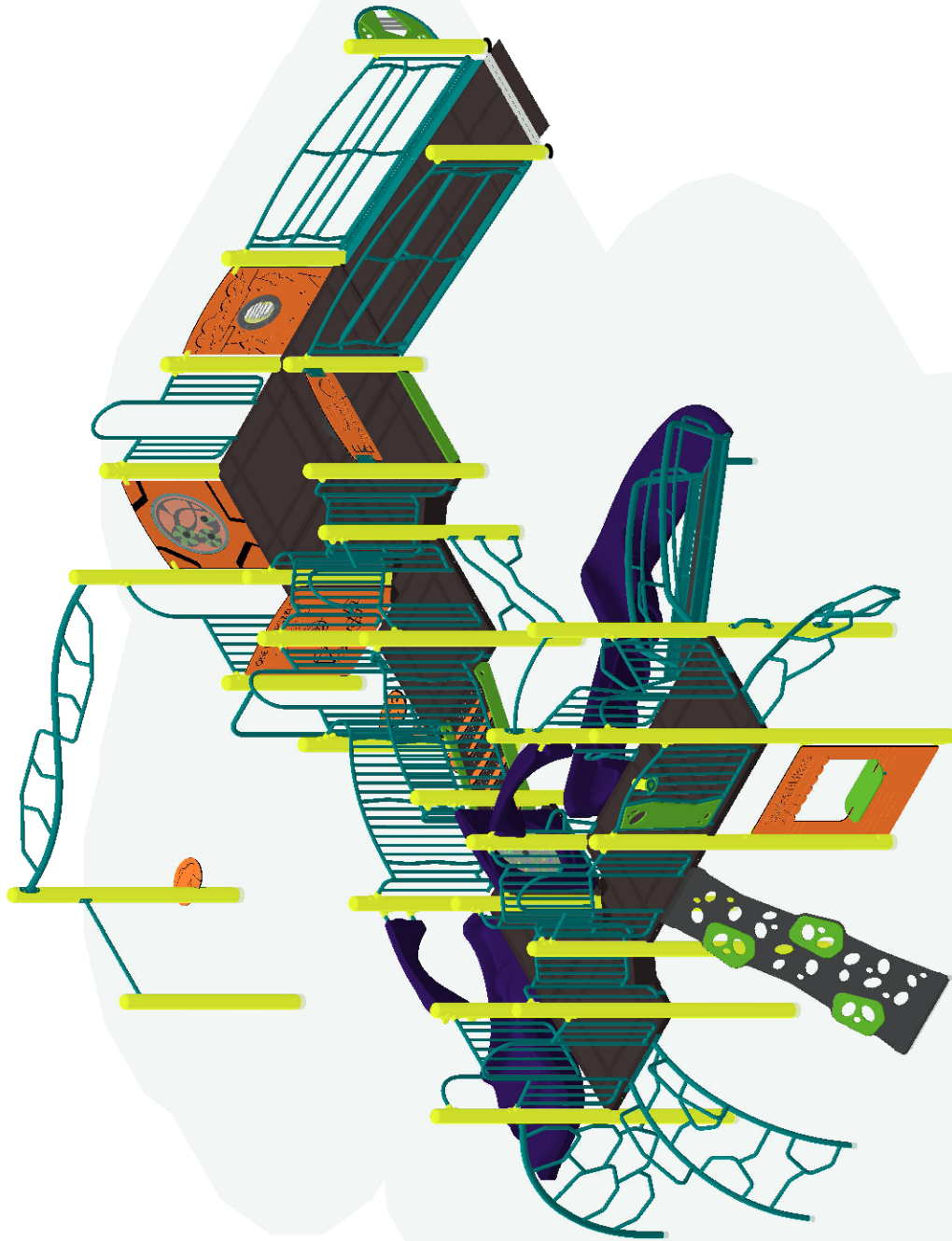
**Ben Shaffer Recreation, Inc.**  
**130-198956-1**

Designer: John T. Uelmen

**Burke**  
PLAY THAT MOVES YOU

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**SERIES** Nucleus | Intensity

**ISOMETRIC VIEW**

**GROUP:**  
5 - 12 STRUCTURE

**Community Center Playground**  
Biddeford, ME 04005-3277

03/31/2025

**DESIGNED FOR AGES:**  
5 to 12

**Ben Shaffer Recreation, Inc.**  
**130-198956-1**

Designer: John T. Uelmen

**Burke**  
PLAY THAT MOVES YOU

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



**SERIES** Burke Basics

**GROUP:**  
LEVEL X LAUNCH

**DESIGNED FOR AGES:**  
2 to 5

**Community Center Playground**  
Biddeford, ME 04005-3277

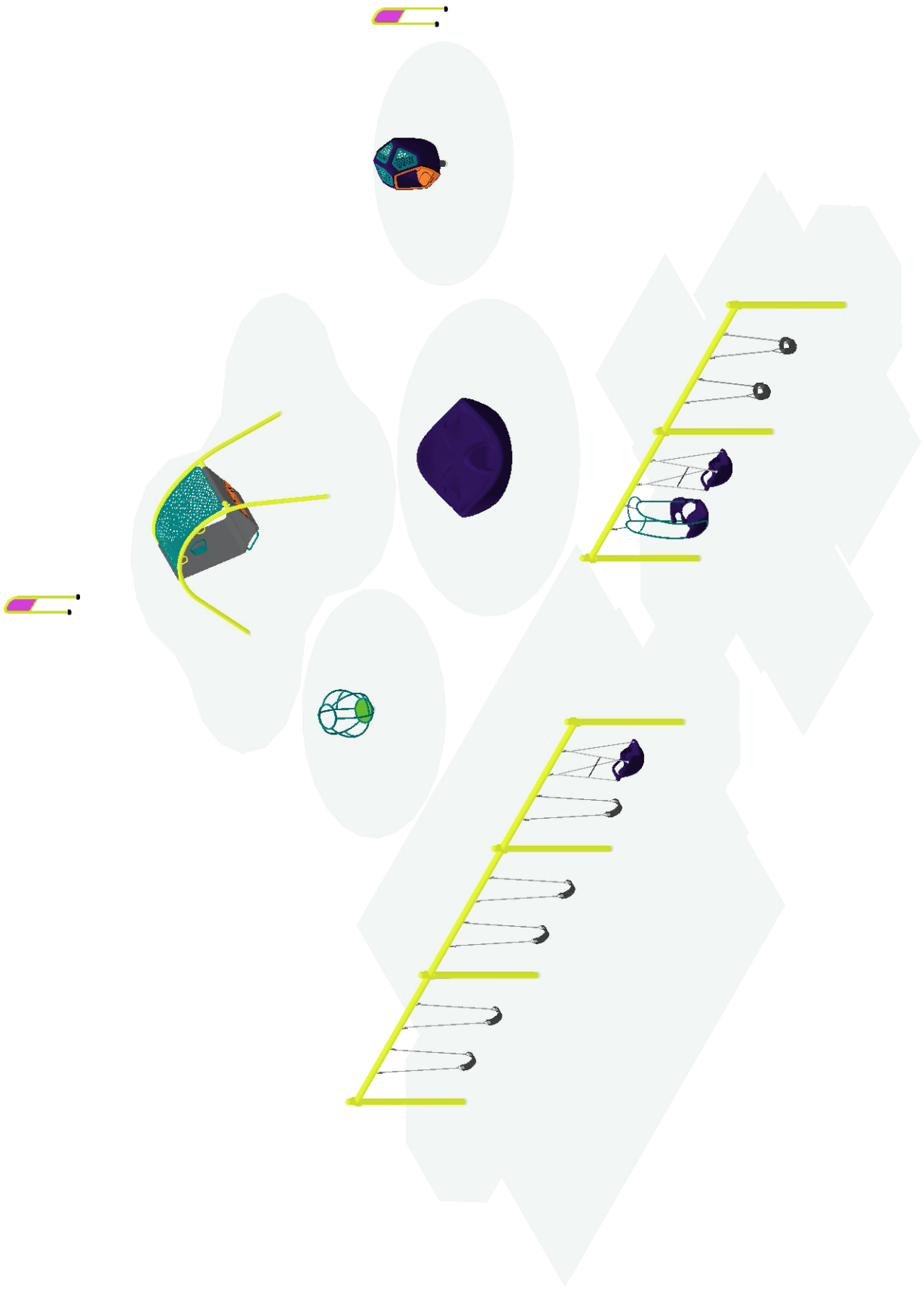
**Burke**  
PLAY THAT MOVES YOU

**ISOMETRIC VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**  
**130-198956-1**

Designer: John T. Uelmen



**SERIES** Burke Basics

**GROUP:**  
FREESTANDING

**DESIGNED FOR AGES:**  
2 to 12

**Community Center Playground**  
Biddeford, ME 04005-3277

**Burke**  
PLAY THAT MOVES YOU

**ISOMETRIC VIEW**

03/31/2025

**Ben Shaffer Recreation, Inc.**  
**130-198956-1**

Designer: John T. Uelmen

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

**Proposal 130-198956-1 | 3/31/2025 | 2025 Pricing**

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org).



The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

**5 - 12 STRUCTURE**

**Nucleus**

| Component No. | Description                           | Qty | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---------------|---------------------------------------|-----|-----------|----------------|--------|-------------|
| 072-0500-100C | 5" OD X 100" CAPPED POST              | 3   | 0         | 0              | 53     | 159         |
| 072-0500-108C | 5" OD X 108" CAPPED POST              | 2   | 0         | 0              | 57     | 114         |
| 072-0500-116C | 5" OD X 116" CAPPED POST              | 2   | 0         | 0              | 61     | 122         |
| 072-0500-120C | 5" OD X 120" CAPPED POST              | 2   | 0         | 0              | 63     | 126         |
| 072-0500-124C | 5" OD X 124" CAPPED POST              | 1   | 0         | 0              | 65     | 65          |
| 072-0500-132C | 5" OD X 132" CAPPED POST              | 2   | 0         | 0              | 69     | 138         |
| 072-0500-140C | 5" OD X 140" CAPPED POST              | 2   | 0         | 0              | 74     | 148         |
| 072-0500-148C | 5" OD X 148" CAPPED POST              | 4   | 0         | 0              | 78     | 312         |
| 072-0500-164C | 5" OD X 164" CAPPED POST              | 1   | 0         | 0              | 86     | 86          |
| 072-0500-172C | 5" OD X 172" CAPPED POST              | 2   | 0         | 0              | 90     | 180         |
| 072-0500-76C  | 5" OD X 76" CAPPED POST               | 1   | 0         | 0              | 40     | 40          |
| 072-0500-84C  | 5" OD X 84" CAPPED POST               | 6   | 0         | 0              | 44     | 264         |
| 072-0502-36S  | 5" OD X 36" SWAGED POST               | 1   | 0         | 0              | 19     | 19          |
| 072-0504-10B  | 5" OD X 10" STUBBY POST               | 1   | 0         | 0              | 6      | 6           |
| 270-0001      | OFFSET ENCLOSURE                      | 3   | 0         | 0              | 30     | 90          |
| 270-0015      | 8' ADAAG ENTRANCE RAMP<br>W/GUARDRAIL | 1   | 12        | 12             | 439    | 439         |
| 270-0112      | UNITARY ENCLOSURE                     | 4   | 0         | 0              | 34     | 136         |
| 270-0130      | SQUARE PLATFORM                       | 9   | 6         | 54             | 106    | 954         |
| 270-0286      | NUCLEUS STANCHION                     | 1   | 0         | 0              | 37     | 37          |
| 370-0210      | TERREX CLIMBER                        | 1   | 12        | 12             | 326    | 326         |
| 370-0286      | PANO CLIMBER                          | 1   | 3         | 3              | 64     | 64          |
| 370-0467      | 24" TRANSITION STAIR W/BARRIERS       | 2   | 2         | 4              | 164    | 328         |
| 370-0491      | 48" CROSS BAR                         | 1   | 1         | 1              | 5      | 5           |
| 370-0860      | TREE BRANCH CLIMBER 32"               | 1   | 2         | 2              | 17     | 17          |
| 370-1674      | PETAL STEP CLIMBER 32"                | 1   | 2         | 2              | 56     | 56          |
| 370-1681      | BETA CLIMBER 48"-56"                  | 1   | 2         | 2              | 45     | 45          |
| 370-1721      | ION CLIMBER 64"-80"                   | 1   | 2         | 2              | 50     | 50          |
| 370-1740      | PATHWAY CLIMBER, 64"-72"              | 1   | 3         | 3              | 116.5  | 116.5       |
| 470-0755      | LUGE SLIDE, 48"-56"                   | 1   | 4         | 4              | 198    | 198         |
| 470-0966      | 360 LOOP                              | 1   | 6         | 6              | 557    | 557         |



|          |                                             |   |   |   |    |    |
|----------|---------------------------------------------|---|---|---|----|----|
| 570-0130 | EVOLUTION BARRIER W/<br>KALEIDOSCOPE        | 1 | 1 | 1 | 64 | 64 |
| 570-0620 | BURKE MART PANEL BELOW<br>PLATFORM 72"-112" | 1 | 4 | 4 | 54 | 54 |
| 570-0622 | PLATFORM ROLL GUARD                         | 1 | 0 | 0 | 8  | 8  |
| 570-1863 | RAIN WHEEL PANEL                            | 1 | 2 | 2 | 59 | 59 |
| 570-2668 | CAR ACCESSIBLE REACH PANEL                  | 1 | 2 | 2 | 23 | 23 |
| 570-2701 | COLLISION PANEL, ABOVE PLATFORM             | 1 | 1 | 1 | 55 | 55 |
| 570-2706 | CHIMES CRESCENT PANEL, LEFT                 | 1 | 1 | 1 | 17 | 17 |
| 570-2712 | HIDE THE NUMBERS 2-SIDED<br>PLAYPANEL       | 1 | 2 | 2 | 70 | 70 |
| 570-2737 | PINBALL PANEL                               | 1 | 1 | 1 | 53 | 53 |
| 670-0425 | 5" OD STUBBY POST CAP                       | 1 | 0 | 0 | 1  | 1  |

## 5 - 12 STRUCTURE

### Intensity

| Component No. | Description                  | Qty | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---------------|------------------------------|-----|-----------|----------------|--------|-------------|
| 370-1608      | OVISTEP LAUNCH PAD           | 1   | 1         | 1              | 10     | 10          |
| 370-1683      | S HORIZONTAL LADDER, NUCLEUS | 1   | 6         | 6              | 56     | 56          |

Total User Capacity: 128  
Total Weight: 5680 lbs.  
Total Price: \$82,810

## LEVEL X LAUNCH

### Burke Basics

| Component No. | Description    | Qty | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---------------|----------------|-----|-----------|----------------|--------|-------------|
| 560-2718      | LEVEL X LAUNCH | 1   | 10        | 10             | 817    | 817         |

Total User Capacity: 10  
Total Weight: 819 lbs.  
Total Price: \$13,004

## FREESTANDING

### Burke Basics

| Component No. | Description                               | Qty | User Cap. | Ext. User Cap. | Weight | Ext. Weight |
|---------------|-------------------------------------------|-----|-----------|----------------|--------|-------------|
| 550-0099      | TOT SEAT, 7' & 8' SINGLE, STD CHAIN       | 2   | 1         | 2              | 12     | 24          |
| 550-0111      | BELT SEAT, 8' SINGLE, STD CHAIN           | 5   | 1         | 5              | 10     | 50          |
| 550-0171      | FREEDOM SWING SEAT, 8' BEAM, STD<br>CHAIN | 2   | 1         | 2              | 38     | 76          |
| 550-0191      | KONNECTION SWING                          | 1   | 2         | 2              | 64     | 64          |
| 550-0201      | SINGLE POST SWING ASSEMBLY 5" OD          | 2   | 0         | 0              | 246.78 | 493.56      |
| 550-0202      | SINGLE POST SWING ADD-ON 5" OD            | 3   | 0         | 0              | 160.06 | 480.18      |

189 Alfred Rd | Biddeford, ME 04005-3277

|          |                         |   |   |   |     |     |
|----------|-------------------------|---|---|---|-----|-----|
| 550-9118 | BRAVA UNIVERSAL SWING   | 1 | 6 | 6 | 530 | 530 |
| 560-0073 | NIDO SPINNER            | 1 | 2 | 2 | 185 | 185 |
| 560-2579 | VOLTA INCLUSIVE SPINNER | 1 | 9 | 9 | 475 | 475 |
| 560-2589 | COMET II                | 1 | 6 | 6 | 147 | 147 |
| 560-2765 | VOLTA SPINNER FOOTER    | 1 | 0 | 0 | 69  | 69  |
| 580-1399 | WELCOME SIGN, CUSTOM    | 2 | 0 | 0 | 45  | 90  |

Total User Capacity: 34  
Total Weight: 2686 lbs.  
Total Price: \$37,869

**Special Notes:**

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 30 days from the date of this proposal.**

**COLOR SELECTION LIST | Default Color Option**

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**GROUP 1 (FREESTANDING)**

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Acc: Aqua  
Panel: Orange-Black-Orange  
Plastic: Purple  
Post: Lemon  
Deck: Brown  
Flat: Lime

---

**GROUP 2 (5 - 12 STRUCTURE)**

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Deck: Brown  
Post: Lemon  
Acc: Aqua  
Flat: Lime  
Panel: Orange-Black-Orange  
Plastic: Purple

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**GROUP 3 (LEVEL X LAUNCH)**

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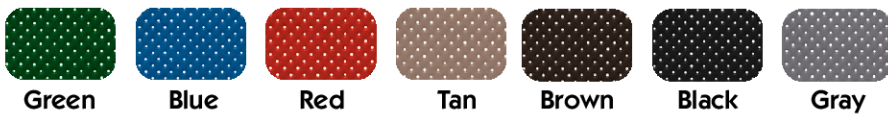
Post: Lemon  
Acc: Aqua  
Plastic: Purple  
Panel: Orange-Black-Orange  
Flat: Lime

# COLORS THAT MOVE YOU

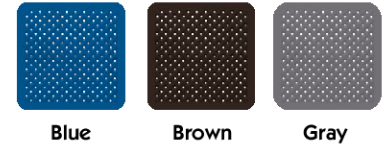
## POWDER COAT PAINT



## TRADITIONAL SERIES SITE AMENITIES



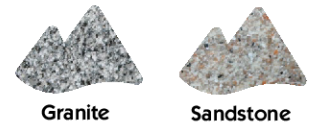
## PLATFORMS



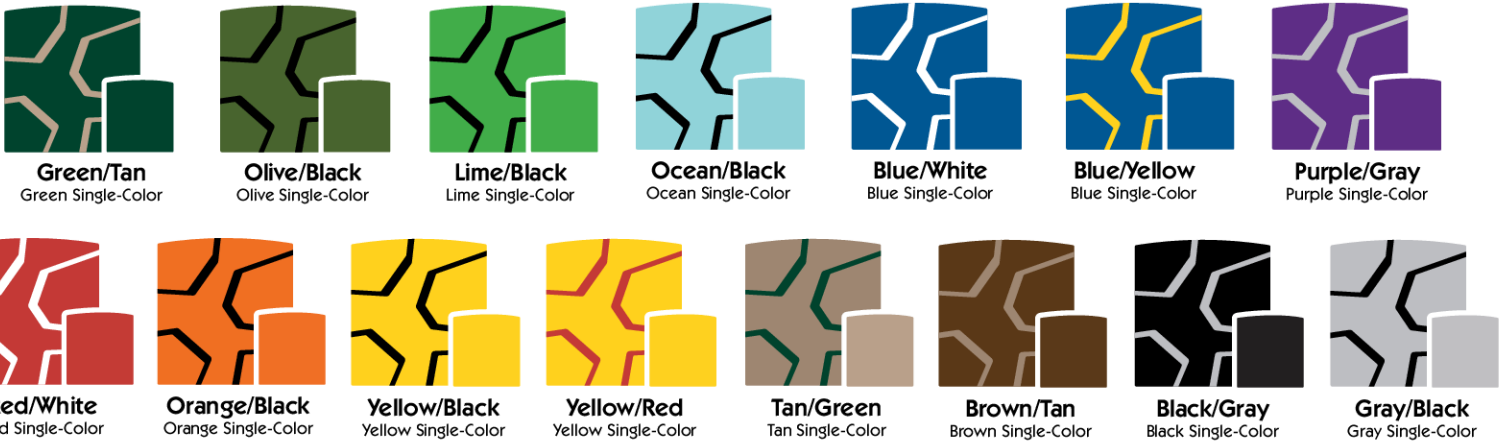
## SOLIS HUE TOPPERS



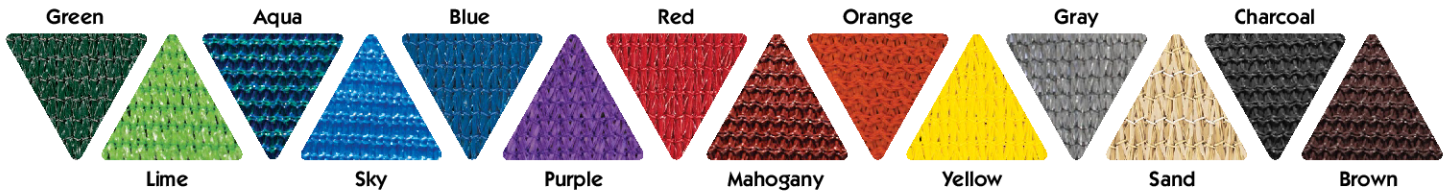
## ROCKIT CLIMBERS



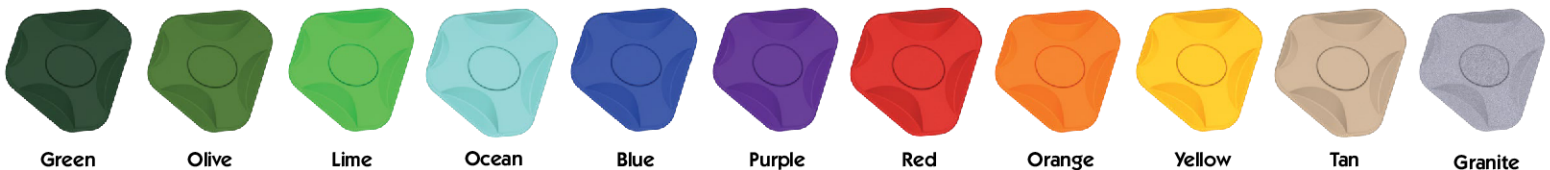
## HDPE PLASTIC PANELS



## SHADE CANOPIES



## ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLOR](https://www.bciburke.com/color) TO CUSTOMIZE YOUR PLAYGROUND COLORS!



## Konnection Swing™

### Safety Standards & Guidelines - Reference Information

The Konnection Swing was designed to provide an intergenerational play opportunity and offer everyone the childhood joy of swinging! While researching the use of swings, two trends stood out to us - caregivers pushing infants in bucket seat swings and adults swinging with children on their lap. Both situations could be improved with the design of a swing designed to foster connection and increase safety. The Konnection Swing was developed as a direct result of this. The overall design is focused on fostering true connection in both eye contact and proximity leading to increased engagement for all users. Hands-free swinging allows the caregiver to hold, interact and play with the child as they both experience the thrill of swinging together.

The Konnection Swing is IPEMA Certified and meets or exceeds the requirements of ASTM F1487-17, which is recognized as the standard of care in the playground industry. This ASTM public playground safety standard is revised every two to three years to remain current with innovation and market trends.

The CPSC Public Playground Safety Handbook hasn't been revised since 2008 and doesn't include new product categories that have been innovated in recent years. There are a couple of points to note when deciding to purchase a multi-user swing:

- Multi-user swings are innovative and CPSC Public Playground Safety Handbook doesn't have a standard that specifically covers them.
- CPSC 5.3.8.3.1 – CPSC recommends that belt swing seats should be designed to accommodate no more than one user at any time. While the Konnection Swing is a single axis swing, it is clearly not a belt seat.
- CPSC 2.3.1 – CPSC says that swings intended for more than one user are not recommended because their greater mass, as compared to single occupancy swings, presents a risk of impact injury.
- The ASTM safety standard, F1487, was revised in 2011 to add maximum impact requirements for swings and the Konnection Swing has been tested and is compliant with ASTM impact requirements.
- CPSC has written a letter stating that “the swing impact test in F1487-11 is a reasonable approach to address the concerns posed by unoccupied, heavy, multiple occupancy swings.”
- CPSC has always included an exemption to both recommendations listed above for tire swings, which are multiple occupancy swings that are suspended from a single pivot and permit swinging in any direction.
- CPSC also emphasizes that their Handbook provides recommendations, not requirements. If a jurisdiction adopts the Handbook's recommendations as mandatory requirements, that jurisdiction would need to determine how the requirements should be applied in any particular instance.

# BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

## We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

## Terms of Sale

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070.

01/2025





WATERFALL METALLIC POSTS

# J. RICHARD MARTIN COMMUNITY CENTER

## BIDDEFORD, MAINE

642-174998

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.



play&park  
structures

A PLAYCORE

544 CHESTNUT ST.  
CHATTANOOGA, TN 37402

800.727.1907

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Page 3 of 3



## COLOR KEY

- LEMON
- LIME
- PURPLE
- AQUA
- B ORANGE/BLACK
- B PURPLE/GRAY







## City Council

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**Meeting Date:** April 15, 2025  
**Meeting Time:** 6:00 PM  
**Agenda Item No:** 9.b  
**Item Description:** 2025.40 Approval HOB Fee Waiver  
**Submitted By:** Brian S. Phinney, Acting City Manager

**Supporting Information/Documentation:**

2025.40 HOB Waiver -ORDER, 20250415 HOB Fee Waiver Request Summary

**Key Terms:**

N/A

**Executive Summary:**

Approval of this item eliminates fees associated with all projects coordinated by Heart of Biddeford for the spring, summer, and fall of 2025.

**Detailed Review:**

The Heart of Biddeford has eleven community events scheduled for 2025 and has requested a waiver of the Special Events Permit Fees and costs for both personnel and apparatus for these events. The attached spreadsheet includes a breakdown by event of the fees as well as costs by department. The total cost to the City is approximately \$24,735.85.  
See attached spreadsheet.

**Funding Source:**

The total amount being absorbed by the City for these events is \$24,735.85.

**Staff Recommendation:**

Staff is neutral

# City of Biddeford



**2025.40                    IN BOARD OF CITY COUNCIL.....APRIL 15, 2025**

**BE IT ORDERED**, that the City Council of the City of Biddeford does hereby grant a waiver to the Heart of Biddeford for the Special Event permit fees, and all personnel and apparatus costs for events currently scheduled in 2025.

**Attest by:** \_\_\_\_\_  
Robin Patterson, City Clerk

| Event                  | Permit Fee | DPW        |            | Police                |                   | Fire       |            | Recreation |                   |                  |
|------------------------|------------|------------|------------|-----------------------|-------------------|------------|------------|------------|-------------------|------------------|
|                        |            | Personnel  | Apparatus  | Desc                  | Personnel         | Personnel  | Apparatus  | Personnel  |                   | Supplies/ Equip. |
| Memorial Day Parade    | \$200.00   | \$681.40   | \$335.08   | 4 Officers X 3 hours  | \$898.20          | \$453.42   | \$792.14   | \$240.00   | 2 staff           |                  |
| Pride                  | \$500.00   | \$62.00    | \$105.07   | On duty staff only    |                   |            |            | \$         |                   |                  |
| Music in the Park      | \$100.00   |            |            | On duty staff only    |                   |            |            | \$720.00   | ( 3 events)       | \$300.00         |
| National Night out     | \$500.00   | \$488.52   | \$478.47   | PD Co Sponsored event |                   | \$453.42   | \$693.88   | \$400.00   | 3 staff           | \$350.00         |
| Fringe Fest            | \$500.00   |            |            | 4 Officers X 4 -hrs   | \$1,197.60        |            |            |            |                   |                  |
| River Jam              | \$500.00   | \$383.56   | \$241.46   | 4 Officers X 4-hrs    | \$1,197.60        | \$1,135.76 | \$483.20   | \$730.00   | 4 staff day       | \$250.00         |
|                        |            |            |            |                       |                   |            |            | \$330.00   | Plan time         |                  |
| Oktober Fest           | \$500.00   | \$137.64   | \$85.20    | 3 Officers x 15-hrs   | \$1,122.75        |            | \$190.70   |            |                   |                  |
| I Heart road race      | \$200.00   |            |            | On duty Staff         | Unable to fill OT |            |            |            |                   |                  |
| Creepy Crawl           | \$100.00   |            |            | On duty Staff         | Unable to fill OT |            |            | \$400.00   |                   | \$850.00         |
| Veterans Day Parade    | \$200.00   | \$320.80   | \$170.40   | 5 Officers X 3-hrs    | \$1,122.75        | \$453.42   | \$792.14   | \$240.00   |                   |                  |
|                        |            |            |            | 2 Fire Police x 3-hrs | \$175.80          |            |            |            |                   |                  |
| Merry and Bright night | \$500.00   |            |            | On duty staff         |                   | \$0.00     | \$173.47   | \$850.00   | Staff & plan time | \$450.00         |
| Total                  | \$3,800.00 | \$2,073.92 | \$1,415.68 |                       | \$5,714.70        | \$2,496.02 | \$3,125.53 | \$3,910.00 |                   | \$2,200.00       |

#### Summary

|               |                     |
|---------------|---------------------|
| Permit Fees   | \$3,800.00          |
| DPW Personnel | \$2,073.92          |
| DPW Apparatus | \$1,415.68          |
| PD            | \$5,714.70          |
| FD Personnel  | \$2,496.02          |
| FD Apparatus  | \$3,125.53          |
| Rec Personnel | \$3,910.00          |
| Rec Supplies  | \$2,200.00          |
| <b>Total</b>  | <b>\$ 24,735.85</b> |

| Standard Charges / Hr                 |           |
|---------------------------------------|-----------|
| FD Apparatus Rates Based on FEMA 2006 |           |
| Ranger 18 UTV                         | \$ 19.07  |
| Ambulance                             | \$ 48.32  |
| Engine                                | \$ 173.47 |
| Tower Ladder                          | \$ 220.55 |
| Rehab Bud                             | \$ 49.13  |