

**AGREEMENT BETWEEN THE CITY OF REDONDO BEACH
AND PLAYCORE WISCONSIN, INC.**

**PURCHASE AND INSTALLATION OF
PLAYGROUND EQUIPMENT FOR FRANKLIN PARK**

The following contract ("Contract") is made and entered into as of April 21, 2026 by and between the City of Redondo Beach, a chartered municipal corporation ("City") and Playcore Wisconsin, Inc., a Wisconsin corporation, ("Contractor") ("Effective Date"). City and Contractor are referred to herein as the "Parties." Contractor's DIR registration number is 1000015526.

This Contract is issued pursuant to OMNIA Partners Contract No. 2017001134 (the "Master Agreement"), a cooperative purchasing agreement competitively solicited and awarded by the City of Charlotte, North Carolina to Playcore Wisconsin, Inc. d/b/a GameTime on May 8, 2017, and made available to participating public agencies through OMNIA Partners, Public Sector. The City is a registered participating public agency under the Master Agreement. The pricing, warranty, and other terms established thereunder are incorporated herein as independent obligations of Contractor and shall remain in full force for the term of this Contract regardless of any change in the status of the Master Agreement. In the event of any conflict between the terms of this Contract and the Master Agreement, this Contract shall control.

In consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties agree as follows:

1. **GENERAL SCOPE OF WORK; TERM; TERMINATION:** Contractor shall procure and furnish all necessary labor, tools, materials, and expertise for the demolition, fabrication and installation of new play equipment at Franklin Park, 807 S Inglewood Ave, Redondo Beach, CA 90278, consistent with the Scope of Work, attached hereto as **Exhibit A**. The installation is to be performed in good and workmanlike manner and in accordance with any further written instructions, if any, of the City Engineer or his designated representative. The term of this Contract shall commence upon the Effective Date and, unless terminated as provided herein; shall continue until all required work is completed; fully executed releases as to any and all lien rights of any and all subcontractors have been received by City; and the time within which any liens, stop notices or other claims for payment by subcontractors, laborers, and/or materialmen can be asserted against City has expired.

City will not pay for any services not specified in the Scope of Work, unless the City Council or the City Engineer, if applicable, and the authorized Contractor representative authorize such services in writing prior to Contractor's performance of those services or inurrence of additional expenses. Any additional services or expenses authorized by the City Council, or (where authorized) the City Engineer shall be compensated as set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties.

2. TERM; LIQUIDATED DAMAGES: This Contract shall commence on April 22, 2026 and shall continue through April 21, 2027 unless otherwise terminated as herein provided.

2.1 Notice to Proceed: Contractor shall commence work within ten (10) calendar days after receipt of a written Notice to Proceed from the City. The Notice to Proceed will be issued after the Contractor has provided all required bonds, insurance certificates, and other pre-construction submittals acceptable to the City.

Contractor will begin procurement efforts for the playground equipment immediately after receipt of a written Notice to Proceed from the City. The schedule is set forth below, which the City may modify, in its sole discretion, at any time.

| Phase | Timeline |
|--|---|
| Playground Equipment Production | 12 Weeks after issuance of NTP |
| Demolition of Existing Playground | One to two weeks after delivery of Playground Equipment |
| Installation of Surfacing and Playground | Three Weeks after Demolition Phase |

Substantial Completion Date: September 30, 2026

2.2 LIQUIDATED DAMAGES

APPLICABLE – or – NOT APPLICABLE

If Contractor fails to achieve Substantial Completion of the Work within the timelines set forth above (or any authorized extension thereof), Contractor agrees to pay the City Two Hundred Fifty Dollars (\$250) per calendar day for each day that completion is delayed. City may deduct the amount thereof from any monies due or that may become due Contractor under this Contract. Progress payments made after the scheduled Completion Date shall not constitute a waiver of liquidated damages. Liquidated damages are not intended to compensate City for consequential damages which City may incur from other Contractor delay claims resulting from Contractor's delay in the performance of this Contract. The parties acknowledge that actual damages would be difficult or impracticable to ascertain, and agree that this amount represents a reasonable estimate of such damages as permitted by California Government Code Section 53069.85.

2.3 DELAYS AND EXTENSIONS OF TIME

- a. Non-Compensable Delays: Delays caused by circumstances beyond Contractor's control, including but not limited to weather, supply chain disruptions, labor disputes, acts of God, or other force majeure events, shall entitle Contractor to an equitable extension of time only, with no additional compensation.
- b. Compensable Delays: Delays caused by the City or its representatives, or by the City's failure to provide necessary information or site access, shall entitle

Contractor to both an equitable extension of time and reasonable compensation for directly incurred costs, subject to written approval by the City.

- c. Contractor shall notify the City in writing of any delay within seven (7) calendar days of its occurrence. Failure to provide timely notice may constitute a waiver of any claim for extension or compensation.

2.4 RENEWAL

This Contract may be renewed for subsequent one-year term(s) subject to the same terms and conditions contained herein, at the sole discretion of the City, provided the City Engineer submits written notice of renewal to the Contractor at least fifteen (15) days prior to the expiration of the then-current term. In no event shall the duration of this Contract continue beyond two years from the commencement date unless both parties execute a written amendment.

3. INCORPORATION OF STANDARD SPECIFICATIONS: The 2024 edition of “Standard Specifications for Public Works Construction” (“Greenbook”) is incorporated herein by this reference. In the event of any conflict between this Contract and the Greenbook, the provisions of this Contract shall control.
4. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: All Exhibits attached hereto are incorporated herein by reference. The documents, bonds, City insurance requirements, together with this written contract (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Contract. In the event of any conflict between this Contract and any Exhibit hereto, the provisions of this Contract shall control.
5. TERMINATION: City may terminate this Contract, without cause, at any time by providing Contractor with not less than 30 days’ prior written notice. Provided Contractor is not then in breach, Contractor will be paid for work satisfactorily completed and for all deliverables received. Upon the execution of this agreement and once the manufacturing of goods required for the Work commences, goods may only be canceled with Contractor's consent on terms requiring the City to pay for any non-cancelable orders.
6. FEE SCHEDULE: Terms of payment and other applicable terms and conditions are in **Exhibit B** – Compensation. City shall pay to Contractor for furnishing the material and doing the prescribed work in accordance with **Exhibit B**. In no event shall Contractor be paid more than \$394,856.32 (the “Maximum Compensation”).
7. INSURANCE: Contractor shall not commence work under this Contract until it has obtained insurance with the minimum limits and coverage required under **Exhibit C**, City Insurance Requirements, in a company or companies acceptable to City. Contractor shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall provide evidence of the required insurance to City’s Risk Manager as specified in **Exhibit C**.

8. **PREVAILING WAGES:** Notwithstanding any statement to the contrary in Contractor's proposal or quote, City and Contractor acknowledge that this project is a public work to which prevailing wages apply. The document titled "Labor Code and Prevailing Wage Requirements" is attached hereto as **Exhibit D**. Contractor shall comply with all provisions of **Exhibit D**.
9. **BONDS:** Contractor shall obtain and submit to City a signed and notarized copy of both performance and payment bonds, in an amount that is not less than 100% of the Maximum Compensation, and nothing in this Contract shall excuse this requirement. The required Payment Bond and Performance Bond (Labor and Materials) forms are attached hereto as **Exhibit E**.
10. **RESOLUTION OF DISPUTES:** In the event that a dispute arises between City and Contractor regarding whether the conditions materially differ, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Contract, but shall proceed with all work to be performed under this Contract. Contractor shall retain any and all rights that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor will keep accurate, detailed records of all disputed work, claims and other disputed matters. For purposes of this section, a "claim" means a separate demand by Contractor for a time extension, payment of money or damages arising from work done by or on behalf of Contractor pursuant to this Contract which is not otherwise expressly provided for, or an amount which is disputed by City. Redondo Beach Municipal Code Chapter 2.11, governing claims and actions against City, shall govern the procedures of the claim process, and the provisions of Redondo Beach Municipal Code Chapter 2.11 are hereby incorporated herein.
11. **INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND:** To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 11 shall be construed to encompass Indemnitees' active negligence to the limited extent that this

Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- 11.1 Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
- 11.2 Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
- 11.3 Taxes: Contractor shall pay all required taxes on amounts paid to Contractor under this Contract, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Contract any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 11.
- 11.4 Subcontractor Indemnity Agreements: Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Contract. If Contractor fails to obtain such indemnities, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Contract, including the Indemnitees' passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.
- 11.5 Workers' Compensation Acts Not Limiting: Contractor's obligations under this Section, or any other provision of this Contract, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 11.6 Insurance Requirements not Limiting: City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the

deposit with City, of any insurance policy or certificate required pursuant to this Contract. The hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

11.7 Survival of Terms: The indemnification in this Section shall survive the expiration or termination of this Contract.

12. **NON-DISCRIMINATION**: Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. No discrimination shall be made in the employment or application for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic, and every Contractor for public works violating this Section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of that Code. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Contract.

13. **LICENSES**: Contractor is aware of California Labor Code Sections 1777.1 and 1777.7, which prohibit Contractor or any subcontractors who have been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project for specified periods of time.

Pursuant to Public Contract Code Section 6109 and California Business and Professions Code Section 7028.15, Contractor shall be licensed as required by the Contractors' State License Board of the State to perform the work. Pursuant to Public Contract Code Section 3300, at all times during the term of this Contract, Contractor or its installation subcontractor shall possess a Class A or Class B California contractor's license.

Contractor has investigated and will ensure that any subcontractor possesses a valid specialty trade license in its trade as required by law.

14. **BUSINESS LICENSE**: Contractor shall obtain a Redondo Beach Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Contract to reflect such waiver.

15. WARRANTY: For all products provided to the City as part of this Contract, Contractor warrants as follows:

15.1 Base Warranty: Contractor warrants all materials and workmanship on all products and equipment furnished under this Contract for a period of one (1) year from the date of final acceptance by the City, excluding damage caused by vandalism.

15.2 Extended Product Warranties Play Systems and Equipment: In addition to the base warranty, the following extended limited warranties, as established under the Master Agreement Contract No. 2017001134, are expressly incorporated into this Contract as independent obligations of Contractor:

a. Lifetime Limited Warranty:

- i. PowerScape®, PrimeTime®, Xscape®, and IONiX® uprights
- ii. All Hardware: GameTime PowerScape Tru-Loc® connections and PrimeTime and Xscape bolt-through connections

b. Twenty-Year Limited Warranty: Timber Décor™ & Timbers recycled plastic lumber

c. Fifteen-Year Limited Warranty:

- i. Metal decks, pipes, rungs, rails, and loops
- ii. Rotationally molded products

d. Ten-Year Limited Warranty:

- i. Pressure-treated pine and redwood products
- ii. Advanced, Elite, and stationary Base Series posts and bars
- iii. Site furnishings
- iv. Integrated GTShade® products
- v. Fiberglass and DHPL signage

e. Five-Year Limited Warranty:

- i. Glass fiber reinforced concrete (GFRC) PlayWorx structures
- ii. Glass fiber reinforced polymer (GFRP) Tuff Forms sculptures
- iii. Nylon-covered cable net climbers and components
- iv. Super Seats™

- f. Three-Year Limited Warranty: SaddleMates® rubber and "C"-springs
 - g. One-Year Limited Warranty: All other products not specifically enumerated above
- 15.3 GT Impax Poured-In-Place (PIP) Surfacing Warranty: Contractor warrants the GT Impax recycled poured rubber surface (PIP) installed under this Contract for a period of five (5) years commencing from the date of substantial completion. This warranty covers 100% of the cost for necessary repairs caused by failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this Contract. Failure of the underlying substrate, base, or sub-base is not covered by this warranty. All warranty claims for the PIP surfacing shall be made in writing to Contractor within thirty (30) days after the City has knowledge of the failure, but in no event later than thirty (30) days after expiration of the warranty period.
- 15.4 Freenotes Harmony Park Instruments: Standard and stock Freenotes Harmony Park instruments and posts are warranted for a period of five (5) years against failures in manufacturing or materials. Custom instruments and custom posts are warranted for a period of ninety (90) days. The applicable warranty period for each instrument specified in Exhibit A shall be confirmed in the warranty schedule required under Section 15.8.
- 15.5 Installation Warranty: Contractor separately warrants all installation work against defects in workmanship for one (1) year from the date of final acceptance by the City.
- 15.6 Warranty Exclusions: All warranties set forth in this Section 15 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; failure of underlying substrate, base, or sub-base not installed by Contractor; acts of God; and failure to pay the contract price in accordance with the terms of this Contract. All warranties are valid only if products are installed and maintained in accordance with Contractor's written instructions and using approved parts.
- 15.7 Any Other Warranties: In addition to the warranties enumerated in Sections 15.1 through 15.5, Contractor warrants that all products and components furnished under this Contract shall be covered by any and all additional warranty terms applicable under Master Agreement Contract No. 2017001134 and under Contractor's current published warranty schedule, whether or not specifically enumerated herein. To the extent any product carries a warranty under either the Master Agreement or the published schedule that is more favorable to the City than the terms stated in this Section 15, such more favorable term shall apply.
- 15.8 Warranty Schedule: Prior to commencement of installation, Contractor shall deliver

to the City a complete written warranty schedule identifying the applicable warranty period for each product and component furnished under this Contract, including all standard, stock, and custom items. The warranty periods confirmed in that schedule shall be incorporated into and made a part of this Contract. To the extent any confirmed warranty period is less favorable to the City than the terms set forth in Section 15.2, Contractor shall identify and explain the basis for any such difference in writing.

15.9 **Warranty Repairs:** All warranty repairs shall be performed promptly by Contractor at Contractor's sole expense, including all labor, materials, and shipping within the continental United States. The extended product warranties in Section 15.2 and the surfacing warranty in Section 15.3 are independent of and shall not be limited by the base warranty in Section 15.1 or the installation warranty in Section 15.5.

15.10 **Guarantee:** Contractor unconditionally guarantees the materials and workmanship on all products and services furnished under this Contract. If, within the applicable warranty period, any defects occur due to a faulty product or service, Contractor shall, at its sole expense, repair or adjust the condition, or replace the product or service to the complete satisfaction of the City. All repairs, replacements, or adjustments shall be performed at such time as designated by the City to ensure the least impact to park operations. This guarantee is independent of and shall not be limited by the warranty exclusions set forth in Section 15.6.

16. **REPRESENTATIONS AND WARRANTIES OF CONTRACTOR:** Contractor represents and warrants that it is a corporation duly incorporated, validly existing, and in good standing under the laws of its state of incorporation, and is duly authorized to do business in the State of California.

17. **ANTITRUST CLAIMS:** Pursuant to Public Contract Code Section 7103.5, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

18. **OWNERSHIP OF DOCUMENTS AND WORK PRODUCT:** All documents, plans, specifications, reports, photographs, images, video files and media created or developed by Contractor pursuant to this Contract ("Written Products") shall be and remain the property of City without restriction or limitation upon its use, duplication or dissemination by City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City. Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products.

Contractor hereby assigns to City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in City pursuant to the paragraph directly above.

Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Contract, and that City has full legal title to and the right to reproduce the Written Products. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Written Products is violating federal, State or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Contract. In the event the use of any of the Written Products or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at his or her expense, shall: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Contract. This covenant shall survive the termination of this Contract.

Upon termination, abandonment or suspension of the project, Contractor shall deliver to City all Written Products and other deliverables related to the project. If Contractor prepares a document on a computer, Contractor shall provide City with that document both in a printed format and in an acceptable electronic format.

19. **THIRD-PARTY CLAIM:** Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Contract. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

20. **EXHIBITS.** The following Exhibits are attached hereto and incorporated into this Contract by reference.

Exhibit A: Scope of Work

Exhibit B: Compensation

Exhibit C: Insurance Requirements

Exhibit D: Agreement to Comply with California Labor Law Requirements

Exhibit E: Payment Bond and Performance Bond Forms

In the event of any conflict between this Contract and any Exhibit, the terms of this Contract shall control. In the event of any conflict among the Exhibits, they shall control in the order in which they appear above.

21. **INDEPENDENT CONTRACTOR:** Contractor is and shall at all times remain, as to City, a wholly independent contractor. The personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's employees except as set forth in this Contract, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Contract. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Contract, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees, and Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Contract any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

22. **ASSIGNMENT:** Contractor shall not assign or transfer any interest in this Contract or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null and void, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.
23. **GOVERNING LAW AND VENUE:** Should either party to this Contract bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of the State, excluding California's choice of law rules. Venue for any such action relating to this Contract shall be in the Los Angeles County Superior Court.
24. **ATTORNEYS' FEES:** If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with this Contract, the

prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

25. NOTICES: Except as otherwise required by law, any notice, request, direction, demand, payment, consent, waiver, approval or other communication required or permitted to be given hereunder to City shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by email or (c) certified mail, postage prepaid, and addressed to City at the address stated below, or at such other address as City may hereafter notify Contractor in writing as aforementioned:

To CITY:

City of Redondo Beach
Community Services Department
1922 Artesia Blvd
Redondo Beach, CA 90278
Attention: Community Services Director
Email: elizabeth.hause@redondo.org

With a copy to:

City of Redondo Beach
Public Works Department, Engineering Division
415 Diamond Street
Redondo Beach, California 90277
Attention: City Engineer
Email: lauren.sablan@redondo.org

To CONTRACTOR:

Playcore Wisconsin, Inc.
150 PlayCore Drive SE
Fort Payne, AL 35967
Attention: Clint Whiteside, Director of Sales Administration
Email: 00clint.whiteside@gametime.com

All notices, including notices of address changes, provided under this Contract are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this Section. For purposes of communicating these time frames, weekends and federal, State, religious, County of Los Angeles or City holidays shall be excluded. No communication via facsimile shall be effective to give any such notice or other communication hereunder.

26. HEADINGS: The headings and section titles contained in this Contract are for convenience and reference only and shall not affect the interpretation or construction of this Contract.
27. ENTIRE AGREEMENT: This Contract, including any other documents incorporated herein by reference, represents the entire integrated agreement between City and Contractor and supersedes all prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral. This Contract may only be modified or amended, or provisions or breach may be waived, by written agreement signed by both parties. The provision of this Contract shall govern over any inconsistent provisions contained in any Exhibit.
28. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES: Waiver by either party of any one or more of the conditions of performance under this Contract shall not be a waiver of any other condition of performance under this Contract. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
29. SEVERABILITY: Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be valid under applicable law. If any term or portion of this Contract is determined by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remaining provisions of this Contract shall nevertheless continue in full force and effect and shall in no way be affected, impaired or invalidated.
30. SURVIVAL: The following provisions shall survive the expiration or termination of this Contract: Section 10; Section 11; Section 15, including all subsections; Section 16; Section 17; Section 18; Section 19; Section 21; Section 22; Section 24; Section 28; and Section 11 of Exhibit D. Survival of these provisions shall not be construed to limit or waive any right or remedy available to either party under this Contract or applicable law.

SIGNATURES FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF REDONDO BEACH,
a chartered municipal corporation

PLAYCORE WISCONSIN, INC.,
a Wisconsin corporation.

Dated: _____

Dated: _____

By: _____
James A. Light, Mayor

By: _____
Clint Whiteside, Director of Sales
Administration

ATTEST:

Telephone: (256) 638-5914

Eleanor Manzano, City Clerk

APPROVED:

Emergency Phone Number at which Contractor
can be reached at any time:
(858) 344-0445

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

* Evidence of authority to bind Contractor required.

EXHIBIT A
SCOPE OF WORK

A. CONTRACTOR'S DUTIES

Contractor shall perform the following duties:

1. Temporary Protection

Providing temporary construction fencing for the duration of the project to secure the work area.

2. Demolition and Site Preparation

- a. Removal and disposal of the existing playground equipment.
- b. Removal and disposal of approximately 2,390 square feet of existing poured-in-place (PIP) safety surfacing.
- c. Repair and compaction of the existing subbase as necessary for new installation.

3. Playground Equipment Furnishing and Installation

Furnishing and installation of a new GameTime playground system designed for children ages 5–12, as detailed in Drawing Reference #112763-01 Option 10 and the Contractor's proposal dated January 23, 2026 (Quote #112763-01-05). This includes, but is not limited to: RDU Custom 5-12 Playground, RDU Freestanding Panels, Duo Spinner, Harmonic Chimes (set of 7), Sensory Ring, Emotions Insert w/Back, Shadow Play Flower, Cantata Chimes, Melody Chimes, Communication Board, Welcome Sign (5-12), NDS Inclusive Play Sign Package, RDU Surface Mounts, Custom Mold Fee (Qty 2), Playcast Crown Post Attachment (Qty 5), Playcast Paws Post Attachment (Qty 5), Custom HPL Panel - 2-sided, Abacus Enclosure (Qty 2), and Franklin Rock n Raft.

4. Safety Surfacing Furnishing and Installation

Furnishing and installation of approximately 2,390 square feet of GT Impax poured-in-place (PIP) rubber safety surfacing meeting all applicable ASTM standards. The surface shall meet the following specifications:

- Total Area: 2,390 square feet
- Construction: 1.5-inch cushion layer and 0.5-inch wear layer (total 2.0 inches)
- Binder Type: Aromatic binder
- Color Design: Two-color pattern with the following breakdown:
 - 896 square feet: 80% Blue / 20% Grey
 - 1,494 square feet: 80% Grey / 20% Blue
- Includes minor design and color mixing as specified in the proposal

5. Surface Mounts and Accessories

Installation of all required surface mounts for the playground equipment and safety surfacing, as detailed in Drawing Reference #112763-01-Opt 10.

6. Installation Labor

All labor required for the complete and proper installation of the playground equipment and safety surfacing, including:

- a. Off-loading and staging of equipment
- b. Assembly and erection of all play structures
- c. Installation of safety surfacing
- d. Site clean-up and debris removal upon completion

7. Additional Requirements

- a. Contractor shall also provide all necessary mounting hardware, attachments, and related components required for proper installation and operation of the playground equipment.
- b. All work shall be performed in accordance with manufacturer's specifications, current ASTM standards, IPEMA standards, the latest edition of the CPSC Public Playground Safety Handbook, accessibility requirements (ADA), and all applicable state and local prevailing wage requirements. The tasks described herein include the delivery and installation of specified playground equipment and safety surfacing. Completion of the work shall be verified through inspection and acceptance by the City.
- c. Once equipment has been delivered to the site, Contractor shall be responsible should theft or vandalism occur until project completion.

8. Replacement Parts

Contractor shall stock replacement parts for a minimum of 15 years on all play systems and provide parts within 14 calendar days of an order.

9. Coordination

- a. Contractor shall coordinate with the City regarding delivery, scheduling, and installation activities and shall provide reasonable progress updates upon request.
- b. Contractor shall notify the City of anticipated delivery dates, mobilization, and completion of installation activities.
- c. Contractor shall perform installation activities in a manner that minimizes disruption to park operations to the extent practicable.
- d. Contractor shall ensure the site is clear, level, and allows for unrestricted access of trucks and machinery.
- e. Contractor shall be responsible for unknown conditions that are reasonably discoverable through pre-construction investigation, including but not limited to buried utilities (public and private), tree stumps, rock, and concealed materials. The City will not hold Contractor responsible for unforeseen and undetected site conditions that could not reasonably have been discovered and that warrant a

change order, provided Contractor provides written notice to the City within seven (7) calendar days of discovery. The City shall not unreasonably withhold approval of Contractor's justified and documented compensation claim submitted in accordance with this Contract, subject to the Maximum Compensation unless amended by a subsequent amendment.

- f. Contractor shall perform all services at Franklin Park, located at 807 S. Inglewood Avenue, Redondo Beach, California.
- g. Contractor shall coordinate with the City to ensure appropriate site access for delivery vehicles, equipment, and installation crews.

B. CITY'S DUTIES

1. City will provide to Contractor:
 - a. Access to the site at 807 S. Inglewood Avenue, Redondo Beach, California.
 - b. Timely review and approval of any required submittals or inspections.
2. The City is responsible for providing a secure location to offload and store the equipment during the installation process.
3. The City will administer the Contract through the Engineering Division of the Public Works Department and will designate a project manager who will monitor project progress, coordinate with the Contractor, and confirm completion of the work.
4. The City will inspect the installation and will confirm that the work has been completed in accordance with the project specifications prior to acceptance.

EXHIBIT B
COMPENSATION

Provided Contractor is not in default under this Contract, Contractor shall be compensated as follows.

1. **AMOUNT:** Contractor shall be paid a Fixed Fee of \$388,917.32.

| Item No. | Task Description (from Exhibit A) | Amount |
|-----------------|--|---------------------|
| 1 | Temporary Protection | \$2,730.00 |
| 2 | Demolition and Site Preparation | \$23,578.00 |
| 3 | Playground Equipment Furnishing and Installation | \$261,363.99 |
| 4 | Safety Surfacing Furnishing and Installation | \$59,224.20 |
| 5 | Surface Mounts and Accessories | \$11,498.00 |
| 6 | Installation Labor | \$30,523.13 |
| 7 | Additional Requirements | Included |
| 8 | Replacement Parts | Included |
| 9 | Coordination | Included |
| Total | | \$388,917.32 |

Pricing is based on OMNIA Contract #2017001134 and the contractor's proposal dated January 23, 2026. If Contractor's unit prices decrease, Contractor shall provide Products and Services at the lower discounted price and provide the City with prompt written notice.

2. **BONDS:** The City requires Payment and Performance Bonds for this Project. The total contract price of \$388,917.32 shall be increased by \$5,939.00 (plus applicable taxes) to cover the cost of these bonds. The Contractor shall provide the bonds before starting any work. The bonds must be on City-approved forms.
3. **NOT TO EXCEED AMOUNT:** In no event shall the total compensation payable to Contractor exceed \$394,856.32 (Fixed Fee plus Bonds) during the term of this Contract unless amended by the City Council.
4. **METHOD OF PAYMENT:** Contractor shall provide an invoice per completed task to the City for approval and payment. Contractor shall submit to the City a Schedule of Costs showing cost of each task on the Project Schedule for review within 10 working days from the starting date in the Notice to Proceed. Upon City's approval, the Schedule of Costs will be used as a basis for payment requests; provided, however, that no payment shall exceed the amounts provided in Section 1 of this Exhibit B. Invoices must be based on the Contractor and/or subcontractor task performed and fee for the task prior to the invoice submission. Contractor shall submit two hard copies of the invoice. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor shall provide any other back-up material upon request.

5. **SCHEDULE FOR PAYMENT:** Payments will be made based upon task completed to City's reasonable satisfaction. City agrees to pay Contractor within forty-five (45) days of receipt and approval of invoices. Notwithstanding the foregoing, the City may withhold up to five percent (5%) as retention and may also withhold amounts in good-faith dispute, to the maximum extent permitted by law. Retention will be released after project completion, except for disputed amounts.

EXHIBIT C

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Contract carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$4,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Contract with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Contract, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Exhibit C.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Contract, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Exhibit C shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under Exhibit "C".

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement including City, its officers, employees, agents and volunteers as additional insureds. Who is an additional insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

D. Primary and Non-Contributing. The insurance policies required under Contract shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Contract shall not prohibit Contractor and Contractor's employees, agents or subcontractors from

waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall produce its audited financials. Further, City acknowledges that Contractor has an SIR of \$250,000.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by Contract during the term of this Contract. The commercial general and automobile liability policies required under this Contract shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under Contract is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Contract in full force and effect during the term of this Contract, or in the event any of Contractor's policies do not comply with the requirements under **Exhibit C**, City may either immediately terminate this Contract or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Contract, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under Contract. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at within ten (10) days following the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 11 of this Contract.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Contract to maintain insurance coverage that meets all of the requirements of this **Exhibit C**.

EXHIBIT D

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

The following provisions are incorporated into and made a part of this Contract.

1. Contractor acknowledges that the project as defined in this Contract is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”), and that this Contract is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Contract are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Contract.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Contract, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Contract, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit D by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Contract, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Contract.

EXHIBIT E

PAYMENT BOND AND PERFORMANCE BOND FORMS

The Payment Bond and Performance Bond forms are attached.

Payment Bond
(Labor and Materials)

Bond No. : _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Redondo Beach, California ("City"), has awarded to

Playcore Wisconsin, Inc., a Wisconsin corporation

150 PlayCore Drive SE, Fort Payne, AL 35967

(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

Franklin Park Playground Improvement Project, Job No. 30970

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code secure the payment of claims of laborer, mechanics, materialmen, and other persons as provided by law

NOW, THEREFORE, we, the undersigned Principal, and

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of Three hundred Eighty-Eight Thousand Nine Hundred Seventeen Dollars and Thirty-two Cents (\$388,917.32), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed

thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: _____

"Principal"

"Surety"

PlayCore Wisconsin, Inc.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

(Seal)

(Seal)

CITY OF REDONDO BEACH

**APPROVED AS TO SURETY
AND PRINCIPAL AMOUNT**

APPROVED AS TO FORM

By: _____

By: _____

Risk Manager

City Attorney

Note: This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: _____

"Principal"

"Surety"

PlayCore Wisconsin, Inc.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

(Seal)

(Seal)

CITY OF REDONDO BEACH

**APPROVED AS TO SURETY
AND PRINCIPAL AMOUNT**

APPROVED AS TO FORM

By: _____

By: _____

Risk Manager

City Attorney

Note: This bond must be executed in duplicate and dated. All signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.