

**Robert D. Oakes, Jr.**  
Mayor

**Doug Remaley**  
Mayor Pro Tem

**Cliff Ogburn**  
Town Manager



**Town of Nags Head**  
Post Office Box 99  
Nags Head, North Carolina  
27959  
Telephone 252-441-5508  
Fax 252-441-0776  
[www.nagsheadnc.gov](http://www.nagsheadnc.gov)

**Anna D. Sadler**  
Commissioner

**M. Renée Cahoon**  
Commissioner

**Susie Walters**  
Commissioner

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 13-01811

**THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/  
CORRESPONDING PURCHASE ORDER**

  
(CONTRACTOR initials)

THIS CONTRACT is made and entered into this the 18<sup>th</sup> day of February 2013, by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and Playgrounds of the Carolinas, 9521 Lumley Road, Morrisville, NC 27560 (hereinafter referred to as "CONTRACTOR"), party of the second part and is to be effective as of the 6<sup>th</sup> day of February 2013.

1. **SERVICES TO BE PROVIDED AND AGREED CHARGES**

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

Design and build a unique playground and park furniture layout within the existing site plan, provide equipment, furnishings and associated materials, and complete installation which is located at Whalebone Park in Nags Head, NC. This work is in accordance with the proposal entitled Town of Nags Head Whalebone Park Proposal # 405-72480-3 (copy attached)

Total Contract price is 140,515.22 (One Hundred Forty Thousand Five Hundred Fifteen Dollars and Twenty Two Cents) plus applicable North Carolina taxes. Price is in accordance with CONTRACTOR'S Custom Estimate dated 1/30/13 (copy attached)

It is mutually agreed by and between the TOWN and CONTRACTOR that construction or work under this contract will commence no later than Feb 6, 2013. The contract completion date shall be May 17, 2013 with time being of the essence. If CONTRACTOR fails to complete work under this contract by May 17, 2013, the TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the sum of \$200.00 shall be due from CONTRACTOR, then CONTRACTOR as liquidated damages for every day's delay in finishing the work in excess of the completion date prescribed; and the CONTRACTOR hereby agrees that said sum shall be deducted from monies due the CONTRACTOR under the contract or, if no money is due the CONTRACTOR hereby agrees to pay to the TOWN as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay computed aforesaid.

## 2. DESCRIPTION OF PROJECT

- To create an interactive playground environment that engages many ages of children.
- To accommodate children and parents who are wheel chair-dependent, and to provide elements that are attractive to children with developmental disabilities or autism.
- To provide shaded picnic facilities for groups of various sizes (i.e. a combination of several small tables and one to two larger areas for groups).
- Provide seating for adults adjacent to playground.
- Provide bicycle rack and trash and recycling receptacles.
- Provide framing and recommended treatment for small Bocce Ball court.
- All equipment and furnishing should be made of materials which can perform and maintain in our coastal environmental conditions. For example, construction materials must stand up to salt air and heavy rains, and all shade structures, fabrics or shelters should be able to withstand winds of 90 mph with gusts of 130 mph.
- Provide a nautical or marine-life theme in terms of colors or designs that complement the park name of "Whalebone Park" and the playground's location near the ocean and Jeannette's Pier, or which complement Nags Head "beach cottage" architecture.
- Provide options for "green" structures or surface materials with high recycled content.
- Work within the existing site-plan.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from February 6, 2013 to June 1, 2013. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. This contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

Notwithstanding provisions of this Section 3 to the contrary, the following shall survive the termination of this CONTRACT: any provision in Section 1 regarding liquidated damages; the provisions of Section 6 regarding indemnity; and the provisions of Section 9.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month in which SERVICES are completed in full. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees

in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

#### 7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

#### 8. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

#### 9. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

#### 10. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

#### 11. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

12. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

\_\_\_\_\_

**TOWN OF NAGS HEAD**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

Corporate Seal:

**CONTRACTOR**

By: *Carolynn Barris*

Printed Name: *Carolynn Barris*

Title: *Owner*

Date: *2/21/13*

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

\_\_\_\_\_  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

\_\_\_\_\_  
TOWN ATTORNEY

12. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

Middleton



**TOWN OF NAGS HEAD**

By: C. J. [Signature]

Title: TOWN MANAGER

Date: 2/25/13

[Signature]

Corporate Seal:

**CONTRACTOR**

By: [Signature]

Printed Name: Carlynn Burt

Title: owner

Date: 2/22/13

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

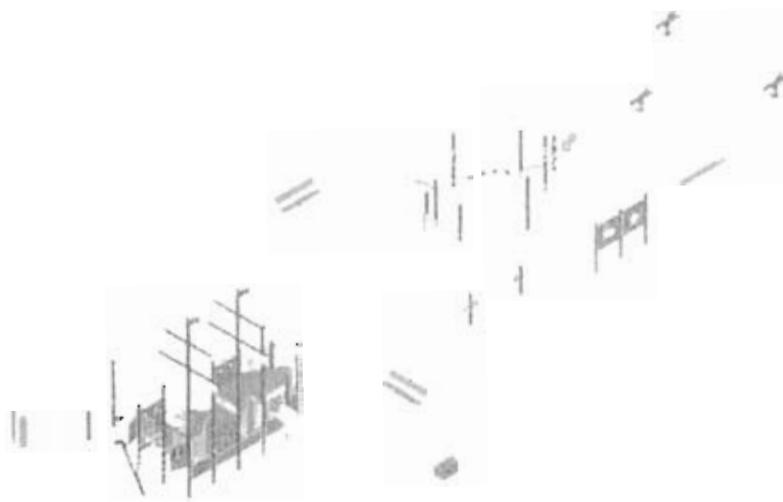
[Signature]  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

[Signature]  
TOWN ATTORNEY

# Town of Nags Head Whalebone Park

Proposal # 405-72480-3  
December 06, 2012



Presented by





December 06, 2012

Elizabeth Teague  
Town of Nags Head  
5401 South Croatan Highway  
Naags Head, NC 27959

Dear Elizabeth Teague:

Playgrounds of the Carolinas, LLC is delighted to provide Town of Nags Head 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. Playgrounds of the Carolinas, LLC is confident that this proposal will satisfy Town of Nags Head'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 continue developing a long-standing relationship with Town of Nags Head. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Carolynne Barrs  
Playgrounds of the Carolinas, LLC  
9521 Lumley Road  
Morrisville, NC 27560

## Design Summary

Playgrounds of the Carolinas, LLC is very pleased to present this Proposal for consideration for the Whalebone Park located in Nags Head. BCI Burke Company, LLC has been providing recreational playground equipment for over 80 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Town of Nags Head. 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: Whalebone Park
- Project Number: 405-72480-3
- User Capacity: 153
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 56' 7" x 125' 6"
- Designer Name: Carolynne Barrs

Playgrounds of the Carolinas, LLC has developed a custom playground configuration based on the requirements as they have been presented for the Whalebone Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 405-72480-3 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 Whalebone Park 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

INFORMATION  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

2745 SQ FT  
PERIMETER  
462 FT

STRUCTURE SIZE

50' 7" x 25' 6"

STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:

- X 6-23 MONTH OLDS
- X 2-5 YEAR OLDS
- X 5-12 YEAR OLDS
- X 13+ YEAR OLDS



The play components listed here  
in this plan are IPEMA  
certified. The use and placement of  
these components conform to the  
requirements of ASTM F1487.  
To verify product certification,  
visit www.ipema.org

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

The use and layout of play  
components identified in this plan  
conform to the CPSC Guidelines.

NO. OF PLAYS  
PA-5/7/25/31  
2481/7"



125'-5 1/2"



SERIES: Basics, Intensity, Nucleus  
SITE PLAN  
DRAWN BY: Carolynne Barrs

Whalebone Park  
7304 South Virginia Dare Trail  
Nags Head, NC 27959

Playgrounds of the Carolinas, LLC  
405-72480-3

**WARNING!**

ACCESSIBILITY SAFETY SURFACING MATTER IS REQUIRED TO BE  
ADAPTED TO THE EQUIPMENT  
FOR SLIDE FALL ZONE 2. AIR MOUNT AREA SEE OTHER DRAWINGS FOR  
PLAYS INFORMATION  
PLAYS INFORMATION ARE A MUST FOR EQUIPMENT WATER AT

**ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)**

NUMBER OF PLAYERS	NUMBER OF PLAYERS PER HOUR	NUMBER OF PLAYERS PER HOUR	NUMBER OF PLAYERS PER HOUR
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10

December 06, 2012

ITEM	QTY	DESCRIPTION
1	270-0001	OFFICE ENCLOSURE
2	270-0002	8' CLOSURE PLATE
3	270-0109	PLATFORM LADDER 24
4	270-0130	SQUARE PLATFORM
5	270-0132	HALF-REAR/ON PLATFORM
6	270-0136	8' X 11' SQUARE PLATFORM
7	270-0146	8' X 11' SQUARE PLATFORM
8	270-0155	PLATFORM LADDER 18
9	270-0007	48" X 14" PVC
10	270-0027	LAUNCH PIN
11	270-0029	DYNAMIC DISCS 2.5
12	270-0033	ATHLETIC ARCH 2.5
13	270-0001	POWER VINES CUMBER 2.5
14	270-0032	TWISTING TRAVERSE 2.5
15	270-0149	SNAKE CUMBER 32' 48"
16	270-0455	WIGGLE LADDER CUMBER 18' 27"
17	270-0457	48" CROSS BAR
18	270-0710	TRINCLE TRAVERSE
19	270-0716	TRANSFER STATION, HORIZONTAL
20	270-0758	SHIP BOX CUMBER 36"
21	270-0764	TWIST NET CUMBER 24"
22	270-0101	DYNAMIC NET
23	270-0240	VIPER S 48" 28"
24	270-0246	VIPER S 24" 12"
25	270-0615	PETAL POST TOPPER
26	270-0615	SHIP MAST/NAUT ASSURER
27	270-0240	ROCKY END PANE
28	270-0007	TREASURE CHEST
29	270-0250	DOUBLY ROCK V REE
30	270-0616	11' LENS/COIL ASSEMBLY
31	270-0607	CHARADE KING PANE
32	270-0716	CUMBER ACTIVITY PANE
33	270-0717	SAND/ICE ACTIVITY PANE
34	270-0718	TYMEX ACTIVITY PANE
35	270-0719	BUBBLE BLOWER ACTIVITY PANE
36	270-0720	TOUCH & PLAY PIANO PANE 36"
37	270-0726	TOUCH & PLAY DRUM PANE 36"
38	270-0726	FLAG POST TOPPER 36" X 36" X 10"
39	270-0726	SHIP BOARD PANE 36" X 36" X 10"
40	270-0740	SHIP BOARD PANE 24" X 36" X 10"
41	270-0741	SHIP BOARD PANE 36" X 36" X 10"
42	270-0742	SHIP BOARD PANE 36" X 36" X 10"
43	270-0743	SHIP BOARD PANE 36" X 36" X 10"
44	270-0744	SHIP BOARD PANE 36" X 36" X 10"
45	270-0745	SHIP BOARD PANE 36" X 36" X 10"
46	270-0746	SHIP BOARD PANE 36" X 36" X 10"
47	270-0747	SHIP BOARD PANE 36" X 36" X 10"
48	270-0748	SHIP BOARD PANE 36" X 36" X 10"
49	270-0749	SHIP BOARD PANE 36" X 36" X 10"
50	270-0750	SHIP BOARD PANE 36" X 36" X 10"



SERIES: Basics, Intensity, Nucleus  
 COMPONENT PLAN  
 DRAWN BY: Carolynne Barrs

Whalebone Park  
 7304 South Virginia Dare Trail  
 Nags Head, NC 27959

December 06, 2012  
 Playgrounds of the Carolinas, LLC  
 405-72480-3



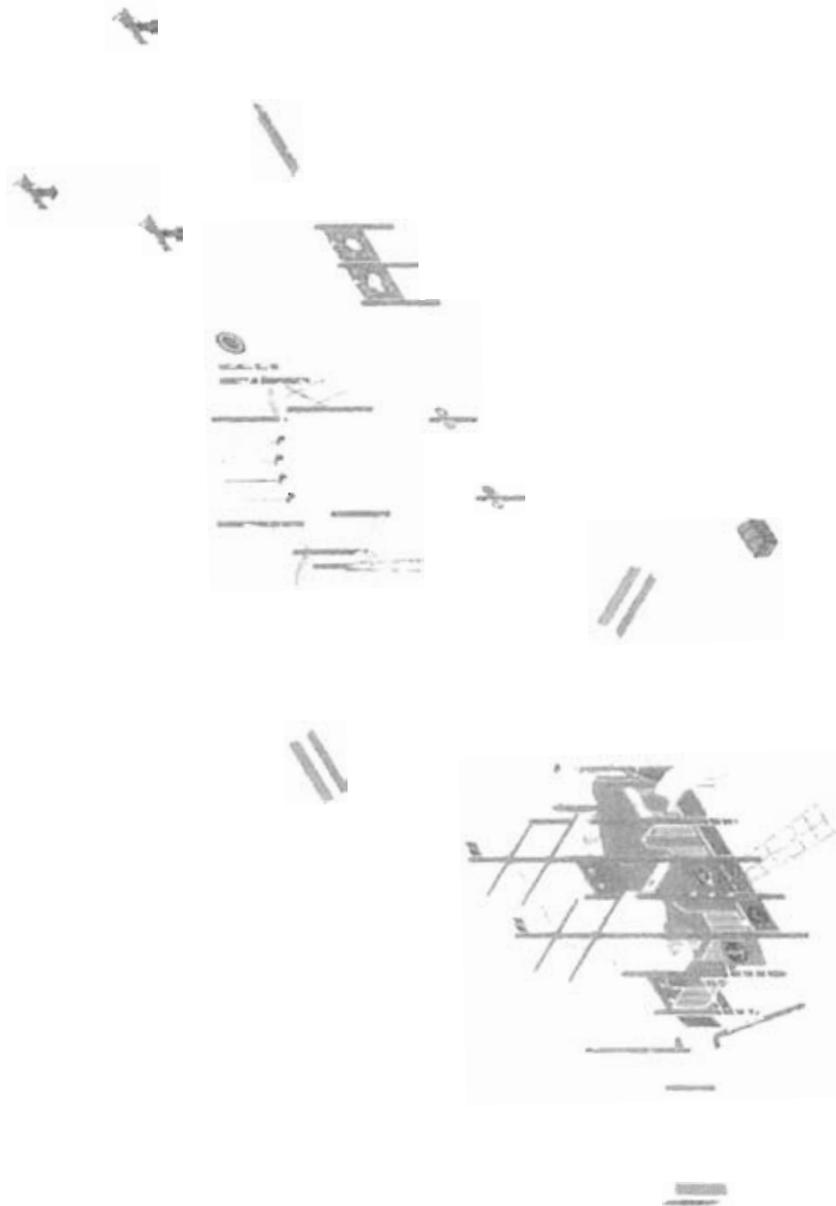
SERIES: Basics, Intensity, Nucleus  
 ELEVATION PLAN  
 DRAWN BY: Carolynne Barrs

Whalebone Park  
 7304 South Virginia Dare Trail  
 Nags Head, NC 27959

December 06, 2012  
 Playgrounds of the Carolinas, LLC  
 405-72486-3



The protective surfacing for this design must accommodate the critical fall height



SERIES: Basics, Intensity, Nucleus  
ISOMETRIC PLAN  
DRAWN BY: Carolynne Barrs

Whalebone Park  
7304 South Virginia Dare Trail  
Nags Head, NC: 27959

December 06, 2012  
Playgrounds of the Carolinas, LLC  
405-72480-3

## BCI Burke Generations Warranty™

The Longest and Strongest warranty in the industry.

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 invoice.

### We stand behind our products.

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

- One Hundred (100) Year Limited Warranty on aluminum and steel structural posts (including Intensity® Voltage™, Structure™ and Little Burkes®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on bolt-connected clamps 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 fastening and clamp systems (Voltage™, Intensity® and Structure™).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast spindles.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, cable trays, bench tops, railings, ladders and stairs.
- Fifteen (15) Year Limited Warranty on all plastic components including ShoreFlex® against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on SlidePlay® Caissons, cables, threads, and cables against degradation, cracking or material breakdown resulting from UV or 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® Rouliders against structural failure due to natural deterioration or workmanship.
- Five (5) Year Limited Warranty on Intensity® cables against premature wear due to natural deterioration or manufacturing defects.
- Five (5) Year Limited Warranty on swing seats and hangers, Kid Krawler® TreeTrays and moving parts against structural failure due to materials or workmanship.

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" effects such as scratches, dents, marbling, 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 repairs or modifications, 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 as or becoming a component of any other product. If, after a reasonable number of repeated attempts, Burke is unable to repair or replace a defective or non-conforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially restore 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.

For more information regarding the warranty, call Customer Service at 920-221-9220 or 1-800-356-2078.

## Special Details Whalebone Park

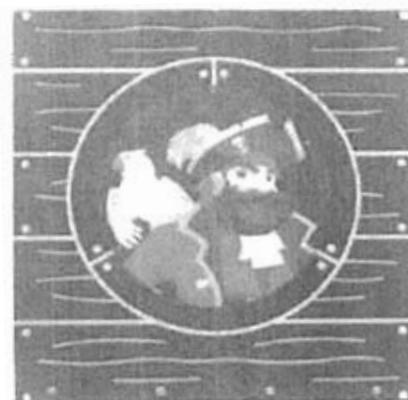
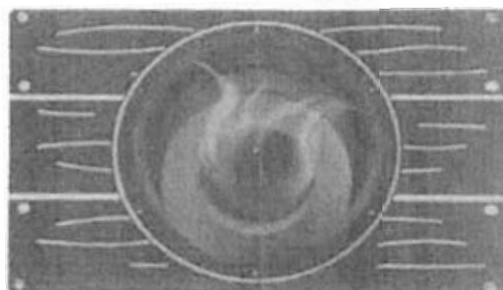
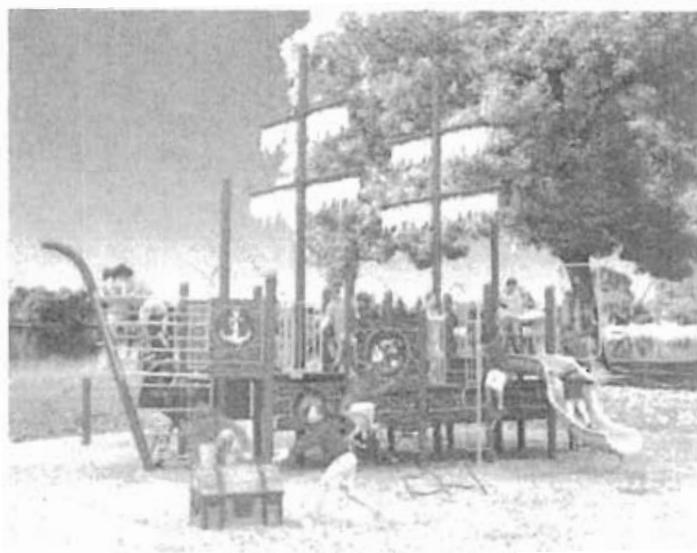
To provide a larger playground unit we have re-arranged the site plan slightly. We have placed the future Shelter/Bathhouse area at the end of the sidewalk where the proposed Volleyball Court is currently shown. We took this liberty based upon the feedback we received about no longer needing that court.

**5—12 Area includes our Ship Design!** Ahoy Mate! Welcome Aboard Burke's Themed Ship! Its play components feature innovative, realistic, high quality graphics in full color. No other playground ship looks this good! The Ship utilizes Burke's exclusive Nucleus™ play system with strong 5" O.D. posts and our industry-leading KoreKconnect® and EZKconnect® connection systems. Combine the imaginative play of the Ship panels and play components with Nucleus to create an outstanding play environment.

Featuring:

- Climbers—Snake, Wiggle Ladder, Ship Bow, and Twist Net
- Over Head Triangle Monkey Bar Climber
- Cross Spin and Pull up Bar
- Two Viper Slides
- Ships Wheel, Bell and Telescope
- Treasure Chest
- Plenty of Deck Space for the

little Pirates to Play!



Custom Ships Panels can be altered for more of a Whale Theme if you'd like—at no extra charge



## Special Details Whalebone Park

To provide a larger playground unit we have re-arranged the site plan slightly. We have placed the future Shelter/Bathhouse area at the end of the sidewalk where the proposed Volleyball Court is currently shown. We took this liberty based upon the feedback we received about no longer needing that court.

2-5 Area includes:

3 **Dolphin Spring Riders**

2 **Sensory Music Panels** touch sensitive electronic sounds add a new dimension and interaction between child and the playground. Children can now create music with the realistic sounds of a piano and drums.

4 **Freestanding Activity Panels.** Inclusive Play ensures all children will benefit physically, developmentally, emotionally and socially. Burke's Activity Panels promote sensory integration which allows children to integrate and process important developmental skills such as touch, hearing and vision.

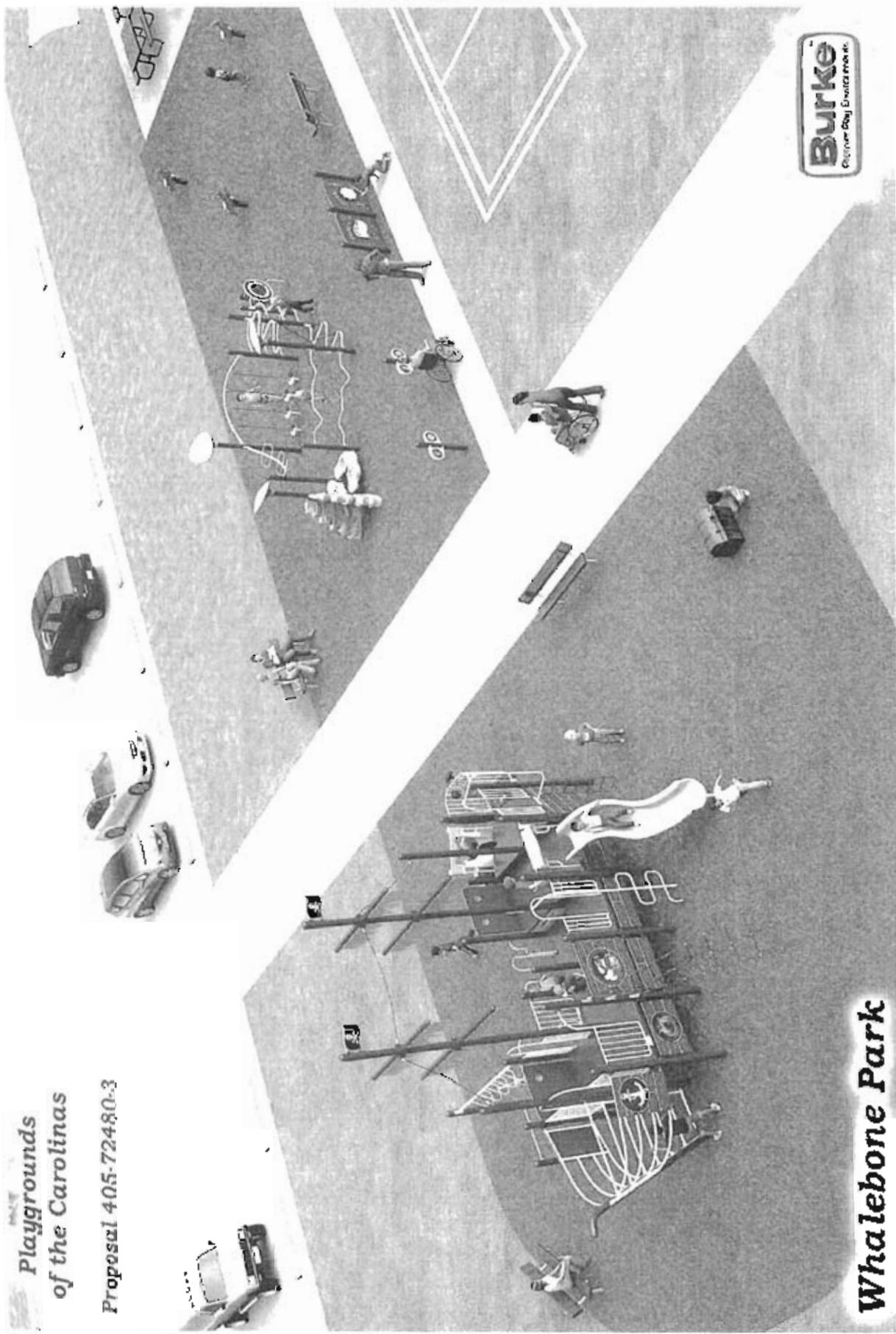


ntensity®

The Main Structure is shaped in the outline of a Whale using our Intensity 2 – 5 Equipment: this is the newest fitness play complex designed to promote the development and growth of children ages 2 – 5. It combines the five essential development areas of physical, cognitive, sensory/motor, emotional/social and language to enhance the benefits of play for children on the playground. This action-based design allows young players to play safely and provides a clear line of sight for parents, teachers and supervisors to keep an eye on their little ones. The Intensity 2 – 5 equipment is designed to mirror the more difficult designs that older children use but in a smaller, safer style, so that the younger ones are challenged, yet not intimidated.



**Playgrounds  
of the Carolinas**  
Proposal 405-72480-3



**Whalebone Park**



**Playgrounds of the Carolinas Commitment:** To create a relationship of trust, that allows us to present our customers with turn-key solutions to their needs at the best possible price and the highest value. We provide our customers with quality products for long lasting, trouble-free service year after year. We are committed to providing the finest service before, during and long after their purchase.

VALUE ADDED SERVICES OFFERED BY  
PLAYGROUNDS OF THE CAROLINAS

- ↓ NC Woman Owned and Operated since 1998 in Wake County, covering NC & SC
- ↓ Over 30 years of combined customer service experience & expertise
- ↓ Nationally Recognized Manufacturer's BCI Burke has been in business since 1920: all on our products are made in the USA
- ↓ Member of the North and South Carolina Park and Recreation Association
- ↓ NPSI Certified Playground Safety Inspectors
- ↓ Products meet or exceed CPSC & ASTM IPEMA standards
- ↓ Owners Carolynne M. Barrs and John L. Barrs
- ↓ Exclusive Burke Representative since 2006
- ↓ 4 week lead time on manufacturing equipment, installation of this project 2 weeks
- ↓ Playgrounds of the Carolinas is base in Raleigh since it's inception
- ↓ Burke's warranty is the longest and strongest in the industry & IS NOT PRO-RATED!
- ↓ Burke is a founding member of IPEMA and Burkes CEO Tim Ahern is the past President of IPEMA
- ↓ Burke's equipment is IPEMA (**International Playground Equipment Manufacturer's Association**) *Certified* (tested and approved)
- ↓ From Site furnishings, climbing boulders and cables, Water events, Shades & Shelters, Sports equipment, Playground Structures, and many options for surfacing we are your one source supplier for any outdoor needs, whether one small part or a large turn-key outdoor space!

9521 Lumley Rd. Morrisville, NC 27569

919 781 4870/Fax 919 781 5779

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



# Playgrounds of the Carolinas

**9521 Lumley Road  
Morrisville, NC 27560**

## Custom Estimate

Date	Estimate #
1/30/2013	7436

Name / Address
Town of Nags Head RE: Whalebone Park 5401 South Croatan Highway Nags Head, NC 27959

Ship To

Terms	Rep	Project
payment plan	CMB	

Item	Description	Qty	Price of Each	Total
Burke Component	Whalebone Park - Project To Include the following Custom Creations	1	140,515.22	140,515.22T
Commercial Equip	Two Custom Playground Designs - one 5-12 year old Research Vessel, one 2-5 year old Intensity, Multiple Activity Panels and Handicap Swing with Toddler Swing		0.00	0.00T
Custom	Pour In Place Surfacing - Blue with Whale Outline around Ship Design ~ 40X43			
Custom	Pour In Place Surfacing - Blue Mixture around 2-5 year old area ~ 30X40			
Custom	Bocce Ball Court measuring 10' X 60'	1	0.00	
Custom	Regulation Sized Volleyball Court - sand - 30X60 with buffer zone	1		0.00T
Custom	Custom Horse Shoe Pit	1	0.00	0.00T
Commercial Equip	Bocce and Horseshoe Rules board	1	0.00	
Commercial Equip	Triangle Sail Shade' including quick tension and release mechanisms to cover picnic area	1		0.00T
Custom	Concrete Pad 26X26 for underneath Shade Structure	1		0.00T
Commercial Equip	Custom Whale Tale Bench created by Artist Bud Bottoms placed near Ship			
Commercial Equip	Picnic Tables: 8', Radial Edge, Perforated -Surface mount #TRE8XP-SM-Perf	4		0.00T

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

All purchases subject to a 4 - 5 week delivery schedule, unless otherwise noted. This quote is valid for 30 days. Payment terms are 50% deposit with order, balance due upon delivery (or completion of installation if we are providing that service).

To accept this quotation, please sign and date on line below, and fax to (919) 781-5779 Thank you for your consideration.

**Subtotal**

**Sales Tax (6.75%)**

**Total**

Phone #	Fax #
(919) 781-4870	(919) 781-5779



# Playgrounds of the Carolinas

## Custom Estimate

**9521 Lumley Road  
Morrisville, NC 27560**

Date	Estimate #
1/30/2013	7436

Name / Address
Town of Nags Head RE: Whalebone Park 5401 South Croatan Highway Nags Head, NC 27959

Ship To

Terms	Rep	Project
payment plan	CMB	

Item	Description	Qty	Price of Each	Total
Commercial Equip	Wave Style Bike Rack - 9 Bike Capacity - Thermoplastic Coated in your choice of 16 Colors (See Site Furnishing Attachment) In Ground mount #2BK9P-1G	1	0.00	
Commercial Equip.	Bench: 8 Foot Long, Armless, Roll Formed, Diamond Pattern, Thermoplastic Coated in your choice of 16 Colors (See Site Furnishing Attachment) In Ground mount #RFNA96D	2	0.00	
Commercial Equip	Trash Receptacle - 32 Gallon Diamond Pattern, with Spun Lid and Liner, Thermoplastic Coated in your choice of 16 Colors (See Site Furnishing Attachment) In Ground mount #SR32-SML	2	0.00	
Shipping	Freight Charges on all equipment delivered to site			
Instal. of Commer	Installation of Commercial Equipment **TOTAL PRICE WILL UTILIZE ALL EXISTING DISCOUNTS AVAILABLE AND WILL NOT EXCEED \$150,000**	1	0.00	

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All purchases subject to a 4 - 5 week delivery schedule, unless otherwise noted. This quote is valid for 30 days. Payment terms are 50% deposit with order, balance due upon delivery (or completion of installation if we are providing that service).

To accept this quotation, please sign and date on line below, and fax to (919) 781-5779 Thank you for your consideration.

<b>Subtotal</b>	\$140,515.22
<b>Sales Tax (6.75%)</b>	\$9,484.78
<b>Total</b>	\$150,000.00

Phone #	Fax #
(919) 781-4870	(919) 781-5779

ELIZABETH TEAGUE  
PLANNING AND DEVELOPMENT  
5401 S CROATAN HWY  
NAGS HEAD, NC 27959

13-01811

ORDER DATE: 01/30/13  
REQUISITION NO: R1300542  
DELIVERY DATE:  
STATE CONTRACT:  
F.O.B. TERMS: Destination

VENDOR #: PLAY010

PLAYGROUNDS OF THE  
CAROLINAS LLC  
9521 LUMLEY ROAD  
MORRISONVILLE, NC 27560

Phone: (919)781-4870

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Whalebone Park	3-10-530-4 5661-00 WHALEBONE PARK	140,515.2200	140,515.22
			TOTAL	140,515.22

Please contact the Town of Nags Head if the prices indicated are not correct. The Town of Nags Head will not be responsible for incorrect pricing after the Purchase Order is received by vendor for processing.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/25/2013

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

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

<b>PRODUCER</b> Pelnik Insurance & Financial Services 100 Ridgeview Drive Suite 100 Cary NC 27511	<b>CONTACT NAME:</b> Julie Sizemora <b>PHONE:</b> (919) 459-8000 <b>FAX:</b> (919) 459-8019 <b>E-MAIL:</b> julie.sizemora@pelnik.com <b>ADDRESS:</b>
<b>INSURED</b> Woodplay of the Carolina's, LLC Playgrounds of the Carolinas 9521 Lumley Rd. Morrisville, NC NC 27560	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Frankenmuth Mutual Ins Co NAIC # 13986 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES** CERTIFICATE NUMBER: CL124409193 REVISION NUMBER:

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

INSR ITR	TYPE OF INSURANCE	MOD/ SUBR INSR/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BOF6188444	4/1/2012	4/1/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROPAG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA6188444	4/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DHD <input checked="" type="checkbox"/> HEAVEN \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	BOF6188444	4/1/2012	4/1/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N N/A	WC6188444	4/1/2012	4/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> Town of Nags Head 5401 South Coatan Hwy Nags Head, NC 27959	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Julie Sizemora/JSZM <i>Julie Sizemora</i>
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