

DATE: 4/10/2017

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00119438

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETN, LA. 70054-0009
504-364-2678

VENDOR:

DYNA-Play, LLC

BUYER:

MCAMARD

Bids will be received until 11:00 AM, 4/28/2017 via fax: 504-364-2693 or via online at www.jeffparishbids.net.

This site is free for all Jefferson Parish vendors. For additional information on registration or use of this free site, please see the text box highlighting electronic procurement.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at purchasing.jeffparish.net and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail.

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

PROTESTS: Only those vendors that submitted a bid in response to this solicitation may submit a protest in writing to the Director of the Purchasing within 48 hours of bid opening. The Purchasing Director will review it in connection with the Parish Attorney's Office as appropriate and a written response will be provided as soon as possible.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

All formal Addenda require written acknowledgment on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online.

This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

1, 3, 5, 6, 10, 13, 16

MANDATORY

PRE-BID CONFERENCE TO BE HELD AT: LAPALCO HEAD START, 2001 LINCOLNSHIRE DR
MARRERO, LA 70072 AT 10:00AM
ON 4/18/2017

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

7. **PUBLIC WORKS BIDS:** All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. **NON-PUBLIC WORKS BIDS:** A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. **NON-PUBLIC WORKS BIDS:** A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicated on the attached "insurance requirements" sheet. All bidders must comply with the instructions in this sheet. Failure to comply will cause bid to be rejected.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies). If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. **PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required;** This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. **NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required** in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 4/10/2017

INVITATION TO BID
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Page: 4

BID NO.: 50-00119438

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETN, LA. 70054-0009
504-364-2678

VENDOR:

Dyna Play, LLC

BUYER:

MCAMARD

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work is to be done in a workman-like manner, according to standard practices. Any deviations or alterations from the specifications must be indicated and backup documentation supplied with your quotation.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

4-6 Weeks APO

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

4-6 Weeks APO

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

2 weeks APO

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1 Dated 4/25/17

NUMBER: _____

NUMBER: _____

NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***

FIRM NAME:

Dyna-Play, LLC

SIGNATURE:

(Must be signed here)

Eve Marie Werner

TITLE:

Member

PRINT OR TYPE NAME:

Eve Marie Werner

ADDRESS:

Po Box 6497

CITY, STATE:

Metairie, La 70009-6497

ZIP:

TELEPHONE:

504-342-2875

FAX:

504-342-2873

EMAIL ADDRESS:

TOTAL PRICE OF ALL BID ITEMS: \$ 29,094.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00119438

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE A SYNTHETIC GRASS SAFETY SURFACE SYSTEM FOR THE 6 TO 23 MONTH OLDS PLAYGROUND AT THE LAPALCO HEAD START</p> <p>0001 LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE A SYTHETIC GRASS SAFETY SURFACE SYSTEM FOR THE 6-23 MONTH OLD PLAYGROUND FOR LAPALCO HEAD START 2001 LINCOLNSHIRE DRIVE, MARRERO, LA 70072</p> <p>1. REMOVE AND HAUL ONE 6" GATE THAT CURRENTLY DIVIDES PLAY AREA</p> <p>2. RELOCATE FOUR SMALL STORAGE BUILDINGS TO THE END OF YARD: LOCATION TO BE CHOSEN BY OWNER.</p> <p>3. GRUB SITE AND EXCAVATE AS NEEDED TO PREPARE FOR STONE SUB-BASE.</p> <p>4. FURNISH AND INSTALL CRUSHED STONE SUB-BASE 20 TONS AT 4" COMPACTED DEPTH THROUGHOUT THE PLAY AREA</p> <p>5. FURNISH AND INSTALL NEW 1" PAD, SYNTHETIC TURF SURFACING AND INFILL PER SPECS.</p> <p><u>* AS Specified</u></p>	\$ 29,094. ⁰⁰	\$ 29,094. ⁰⁰

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Eve Marie Wernier, Member
(Name and Title of bidder's official)

Dyna-Play, LLC
(Name of bidder/company)

PO Box 6497
(Address)

Metairie, La 70009-6497
(Address)

PHONE 504-342-2875 FAX 504-342-2873

EMAIL eve@dyna-play.com

Eve Marie Wernier Signature 04/20/17 Date



JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Brenda C. Patel
Director

April 25, 2017

ADDENDUM # 1

Bid No.: 50-00119438

Bid Opening Date: April 28, 2017

For: Furnish All Labor, Materials and Equipment Necessary to Provide a Synthetic Grass Safety Surface System for the 6 to 23 Month Old's Playground at the Lapalco Head Start

REVISIONS.

Omit the Davis-Bacon Wage Determination in its entirety, and replace with the attached revised per Addendum No.1, Davis-Bacon Wage Determination.

Sincerely,

Misty A. Camardelle

Misty A. Camardelle, Buyer II
Jefferson Parish Purchasing Department

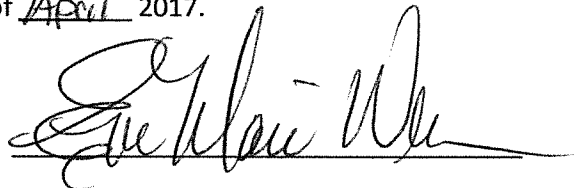
Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form as indicated. Failure to do so will result in bid rejection.

This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.

**UNANIMOUS CONSENT RESOLUTION
MEMBER OF
DYNA-PLAY, LLC**

Be it resolved by the sole member of **DYNA-PLAY, LLC** that **EVE MARIE WERNER** is hereby authorized for an on behalf of the LLC to enter and/or enter into any and all contracts, bids, and other agreements and construction documents as she in her sole discretion deems advisable for the LLC, and that she further be authorized for and on behalf of the LLC to execute same and take all other steps necessary to perform and/or effect same for and on behalf of the LLC.

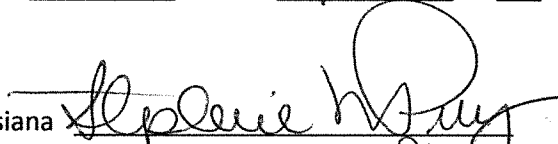
Thus done and executed by the Sole Member this 28 day of April 2017.



EVE MARIE WERNER, MEMBER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 28th DAY OF April, 2017.

NOTARY PUBLIC in and for Jefferson Parish, Louisiana



STEPHANIE M. PRIDDY
Bar NO 02057 NOTARY 10/12/14

MY COMMISSION EXPIRES:





CERTIFICATE OF LIABILITY INSURANCE

DYNAP-1

OP ID: CS

DATE (MM/DD/YYYY)

05/13/2016

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).

PRODUCER Cooper Insurance Service, Inc Playground Book P.O. Box 638 Lapel, IN 46051 Steve B. Carraway		CONTACT NAME: Steve B. Carraway PHONE (A/C, No, Ext): 765-534-3152 FAX (A/C, No): 765-534-2067 E-MAIL ADDRESS:		
INSURED Dyna-Play, LLC P.O. Box 6497 Metaire, LA 70009		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Western Heritage Insurance Co.		37150
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	SCP1017407	05/20/2016	05/20/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Parish of Jefferson, it's districts, departments, and agencies under the direction of the Parish President and the Parish Council is included as an additional insured regarding the general liability coverage per written contract.

CERTIFICATE HOLDER**CANCELLATION**

JEFFERS The Parish of Jefferson PO Box 9 Gretna, LA 70054-0009	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
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© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2017

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).

PRODUCER INSUREWISE LLC 16260 Airline Hwy Ste B Prairieville, LA 70769		CONTACT NAME: PHONE (A/C, No, Ext): (225) 313-4480 FAX (A/C, No): E-MAIL ADDRESS: csr@insurewise.bz	
INSURED Dyna-Play, LLC 4323 Division St. Ste 207 Metairie, LA 70002 (504) 342-2875		INSURER(S) AFFORDING COVERAGE INSURER A: LA Homebuilders SIF INSURER B: Progressive Paloverde Ins-COM INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC# 44695	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		08368556-4	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N y	N/A	15-15947	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

A waiver of subrogation in favor of the certificate holder has been endorsed on the worker's comp policy. Certificate holder is listed as "The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council. Owner, Eve Werner is EXCLUDED from worker's compensation benefits. The certificate holder has been endorsed as an additional insured on the commercial auto policy

CERTIFICATE HOLDER

CANCELLATION

The Parish of Jefferson its Districts,
Departments and Agencies under the
direction of the Parish President and
the Parish Council
Recreation Department
6921 Saints Dr Metarie, La 70003

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

STATE & LOCAL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1340 Poydras Street, Suite 1800 | New Orleans, LA 70112



March 29, 2017

Eve Marie Werner
Dyna-Play, LLC.
4323 Division Street, Room 207
New Orleans, LA 70002

RE: SLDBE Certification Approval

Dear Eve Marie Werner:

We are pleased to inform you that **Dyna-Play, LLC.** has been approved for re-certification as a State & Local Disadvantaged Business Enterprise (SLDBE). This approval represents re-certification with: City of New Orleans, Sewerage & Water Board of New Orleans, Louis Armstrong New Orleans International Airport and Harrah's New Orleans Casino & Hotel.

Your firm will remain certified until March 29, 2018.

Your firm's contact information will be active on the online SLDBE Directory (<http://www.nola.gov/economic-development/supplier-diversity/directory/>). It will reflect your areas of certification. Your specialties will be listed as:

NAICS 23899: ALL OTHER SPECIALTY TRADE CONTRACTORS

**NAICS 42391: SPORTING AND RECREATIONAL GOODS AND SUPPLIES
MERCHANT WHOLESALERS**

If you haven't already done so, please complete the City's online vendor registration at <http://purchasing.nola.gov/bso/login.jsp>. We invite you to view City of New Orleans, Sewerage & Water Board of New Orleans, Louis Armstrong New Orleans International Airport and Harrah's New Orleans Casino & Hotel websites for SLDBE opportunities.

If we can be of further assistance, you may contact me at 504-658-8425 or via e-mail at rspencer@nola.gov.

Sincerely,

Rocsean Spencer

Rocsean Spencer

Office of Supplier Diversity | City of New Orleans
1340 Poydras Street | Suite 1800 | New Orleans, LA 70112
504.658.8425 (o) | 504.723.0892 (m)



State Licensing Board for Contractors

This is to Certify that:

LANDSCAPE STRUCTURES INC.
601 7th Street South
Delano, MN 55328

is duly licensed and entitled to practice the following classifications

SPECIALTY: RECREATION & SPORTING FACILITIES & GOLF COURSES



Expiration Date: January 20, 2018

License No: 54205

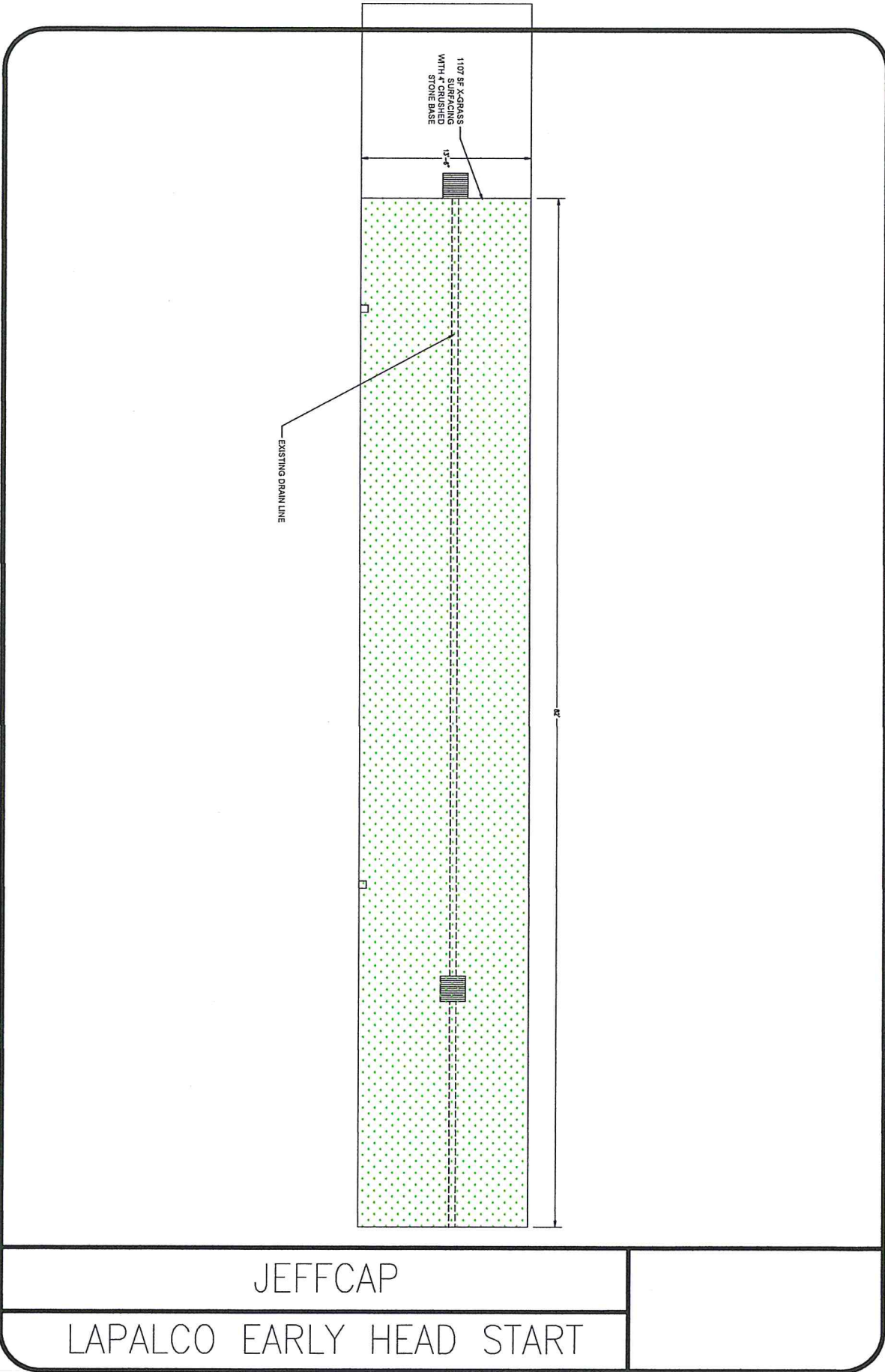
Witness our hand and seal of the Board dated,
Baton Rouge, LA 21st day of January 2015

Will S. McCoy
Director

See me
Chairman

This License Is Not Transferrable

Andrew P. P. P.
Secretary-Treasurer



IPEMA Certificate of Compliance



To verify product certification,
visit www.ipema.org

ISSUE DATE: 4/20/17 - Lapalco Head Start

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1292-13, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Standard, except Section 15.

The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1292-13, except Section 15.

The product(s) listed below was/were tested at a specific drop height listed below as requested by the Participant, based upon their experience and knowledge of their product, instead of the "critical fall height" as outlined in Section 15.

MANUFACTURER

XGrass Inc.
PO Box 846
Dalton, GA 30722

INTERNATIONAL
PLAY EQUIPMENT
MANUFACTURERS
ASSOCIATION



PRODUCT NBR	PRODUCT LINE	THICKNESS/ DROP HEIGHT	DESCRIPTION
XG531A6	Turf	2.625" / 6' CFH	Prime over Aggregate



America

You may verify this certificate by visiting IPEMA's website at <http://ipema.org>



XGRASS PRIME

Face Weight:
53 oz.

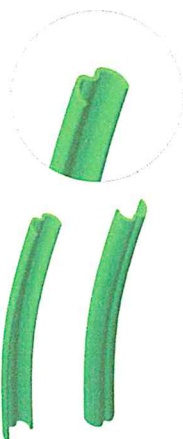
Pile Height:
1.55"

Color:
Summer Blend

Thatch:
Green

Backing:
DuraFlo

Fiber Type:
Omega



Fiber Type	100% Polyethylene		
Fiber Mass	10800 denier 7300 denier (Root Zone)	12000 d tex 8100 d tex (Root Zone)	Omega TXT PE Thatch
Tufted Pile Height*	1.55 in	39.4 mm	
Tufted Face Weight*	53 oz/yd ²	39.4 g/m ²	
Tufting Gauge	3/8		
Primary Backing	7.0 oz/yd ²	237 g/m ²	Stabilized dual layered woven polypropylene
Secondary Backing	10.0 oz/yd ²	339 g/m ²	DuraFlo
Non Woven Scrim	2.7 oz/yd ²	91.5 g/m ²	
Total Weight*	72.7 oz/yd ²	2431 g/m ²	
Tufted Roll Width*	15 ft	4.57 m	



SHINE BLOCK

Shine Block blade profiles reduce the reflective quality of the fiber allowing our grass to appear more like a healthy, well-trimmed, natural lawn.



HEAT BLOCK

With Heat Block color options, our turf is up to 17.5°F cooler than the competitions' artificial grass systems.

* Specifications provided above are tufted measurements. Final measurements can change during backing processes.
XGrass is not responsible for typing errors on specifications listed above.

**made in
USA**

XGRASS

**TOUR
GREENS**

VERSACOURT

XGRASS.COM | TOURGREENS.COM | VERSACOURT.COM
1224 RIVERBEND ROAD, DALTON, GA 30721 | 1.877.881.8477



Because she's on it,
we care about what's in it™.

Earth-friendly infill that's safe around children and pets.

Non-toxic and completely reusable, Envirofill makes artificial turf look and feel great. And, Microban® antimicrobial product protection works continuously to help prevent the growth of bacteria, mold, and mildew. No wonder it's the new favorite of landscape experts. Call 877-881-8477 or visit xgrass.com and have your families love their lawn.

Produced by **USGreentech**
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envirofill.
HIGH PERFORMANCE INFILL

 **Microban**
antimicrobial product protection



XGRASS

An official Envirofill Distributor Partner

A different kind of infill. Envirofill® is composed of naturally occurring silica sand found only in the Hickory Formation in central Texas. Its highly rounded quartz core resists compression so it doesn't continue to compact over the life of your lawn.

It's cool. Envirofill's natural heat reducing properties have been proven to lower synthetic lawn surface temperatures as much as 25%. And it resists changes brought on by even the harshest weather conditions, so your lawn is always a beautiful surface to relax or play.

It's cleaner. Microban® antimicrobial protection is infused into Envirofill during the manufacturing process to help prevent the growth of bacteria, mold, and mildew that can cause stains, odors, and product deterioration.

It's reusable. With its inherent durability and reusability, Envirofill has the potential to be reused as infill long after the turf wears out.

PRODUCT DATA ENVIROFILL® 12-20

Physical properties	Measure	Test Method	Value
Dimensions	98.6% Retained 12-20 mesh sieves		
Materials	99.6% Silicon Dioxide, Pigment and Acrylic		
Hardness	Mohs Scale		6-8
Roundness	Krumbein Shape	ISO13503-2/API RP19C	0.7+
Density	lbs/cf	ASTM F-1815-06	110
Flammability		ASTM E648	Non-flammable
Dust			Negligible
Angle of Repose		ASTM C1444	±30 degrees
TCLP Metals Content	mg/kg	ASTM 6010	<Min Detectable Levels
Abrasiveness	Index	ASTM F 1015	26+/-2
Coefficient of Friction	Direct	ASTM F 1551	0.80 dynamic
Packaging	50lb bags or 3000lb Super Sacks		

Envirofill's exclusive partnership with Microban® provides an added level of antimicrobial protection for the lifetime of your lawn.

For more information visit www.xgrass.com or call 877-881-8477

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envirofill.
HIGH PERFORMANCE INFILL

Microban
antimicrobial product protection



DuraFlo EEBS™ by XGrass®

ENVIRONMENTALLY ENGINEERED BACKING SYSTEM

WHY DURAFLO?

Our driving ambition is to develop a synthetic turf program that is as environmentally friendly as possible. That mission begins with a close examination of the components that make up our turf products, and the goal of providing long-term options for turf disposal other than the landfill! From cradle to grave, XGrass® has developed the most environmentally friendly product on the market today!

PROVEN TECHNOLOGY

We have spent the last 7+ years developing our DuraFlo EEBS™ backing system, designed specifically for our synthetic turf products. However, the basic technology itself is not new. In fact, hot melt polyolefin adhesive systems have been used globally in the heavily regulated geotechnical engineering field for the better part of a decade. These geosynthetic products are designed to be installed underground, providing strength and support to engineered soil structures for 100 years and beyond. Furthermore, the specialty carpet industry uses this technology to add value to molded automotive carpets, modular carpets and more. So, the technology is tried and true. Now, we have developed the process specific to the synthetic turf market.

THE MANUFACTURING PROCESS

The process incorporates an all polyolefin system which includes:

- A polyethylene adhesive applied to the back of a tufted greige synthetic turf
- A polypropylene nonwoven geotextile is then applied as a secondary backing reinforcement.
- A brief, low-temperature bonding method, without fillers or other bonding agents, completes the process.

No other processes are needed to achieve the required tuft bind, permeability or any other performance properties needed. This process, and the combination of polyolefin components, allows a number of advantages over traditional urethane backing systems.

ENVIRONMENTALLY FRIENDLY

Because DuraFlo is an all polyolefin backing system, and all other components of the turf product (grass fiber and primary backing) are polyolefins¹ as well, the XGrass product line is 100% recyclable. A closed-loop system can be created, where reclaimed XGrass, minus the infill, can be recycled into the adhesive application process.

The nonwoven geotextile secondary reinforcement is produced partially with postindustrial recycled polypropylene fibers.

We are able to recycle all our waste from the manufacturing process of our polyolefin XGrass products. We actually get paid for our waste!

SOFT AND PLIABLE

Urethane is a stiff product that gets much stiffer in colder temperatures. This can lead to wrinkles in the turf that may not be recoverable. Furthermore, a turf's ability to lay flat and conform to the base is critical to a quality installation. The DuraFlo system can help installers combat this issue because wrinkles dissipate quicker and XGrass products drape to the contours of the base.



DIMENSIONALLY STABLE

Polyolefins absorb almost no moisture, as compared to other backing adhesives such as urethane and latex, which absorb as much as 5% to 6% of their mass. Absorbing and releasing water leads to expansion and contraction of the turf product as ambient conditions change. With the DuraFlo system, this creeping effect is negligible, and therefore makes a more stable turf system and puts less stress on seams. Furthermore, our process is relatively tension free, unlike other backing methods. Tension in the manufacturing process creates memory in the turf. Once the turf sees this tension (stretching), it is more likely to creep and move. In addition, the nonwoven geotextile secondary backing component of DuraFlo is produced in a manner that the fibers are arranged in a random manner, giving isotropic properties for strength and elongation. This adds yet more dimensional stability.

PERMEABLE

The DuraFlo process does not need a hole-punch system to create permeability, as do most urethane systems. In fact, with the damaging hole-punch process, XGrass products with the DuraFlo system are more than twice as permeable as compared to traditional urethane backed product. Perhaps more importantly, our DuraFlo system is far less likely to clog than a hole-punched urethane backed product.

OTHER BONUS FEATURES AND BENEFITS (Pros & Cons)

Lighter weight. Without sacrificing tuft bind strength, the DuraFlo system is approximately 10 oz. per square yard lighter than a comparable urethane backed product. This makes it easier for the installers to handle (lighter in weight) and helps reduce freight costs.

DuraFlo is produced at lower temperatures than other backing systems, reducing the risk of streaking due to differential yarn bulk or texture.

Our nonwoven geotextile secondary back acts as a weed barrier, reducing the chances of weeds emerging through the installed turf.

Pros

- "Green" Approach, Environmentally Friendliest Turf on the Market!
- Stability
- Ability to relax / reduce wrinkles
- Drainage – does not require the damaging hole punch process

Cons

- Change – Just have to adapt to the new backing! A breeze for experienced installers!
- Visibility of stitch rows (may be a bit harder to see through the geo-textile backing (using water in a spray bottle to wet the seams will help reveal the rows, allowing for better visibility). Once you get used to the slight difference you will never look back!

Notes:

¹ Products with nylon thatches do not qualify as 100% polyolefin, however, some recyclers will still be able to take this product and separate during the recycling process



1 1/8" Playground Pad – Planed on one side

- XGrass Playground pad is a high quality environmentally friendly shock absorbing and drainage pad for use beneath commercial and residential synthetic turf systems.
- XGrass pad is made from 99% recycled, non-contaminated post industrial cross link closed cell polyethylene foam. The product is 100% recyclable.
- The highly porous design of XGrass Playground Pad underneath synthetic turf enhances field drainage both vertically and laterally.
- Provides consistent 1292-04 Hic and GMAX ratings.
- Depending on local soil conditions, XGrass Playground pad can be used as partial or total replacement of crushed stone beneath turf.
- Features a geotextile fabric on one side of product to inhibit weed growth.
- Material does not absorb water or other liquids so it is ready to play shortly after rain stops.
- XGrass Pad is highly elastic so it retains its shock absorption characteristics for many years.
- XGrass Pad is completely free of rubber.
- XGrass Pad is lead and heavy metal free.
- Material is non-degradable.
- 8 Year Warranty with 2-3 Turf Cycle Life Expectancy.
- Available in 4' x 6' Panels.

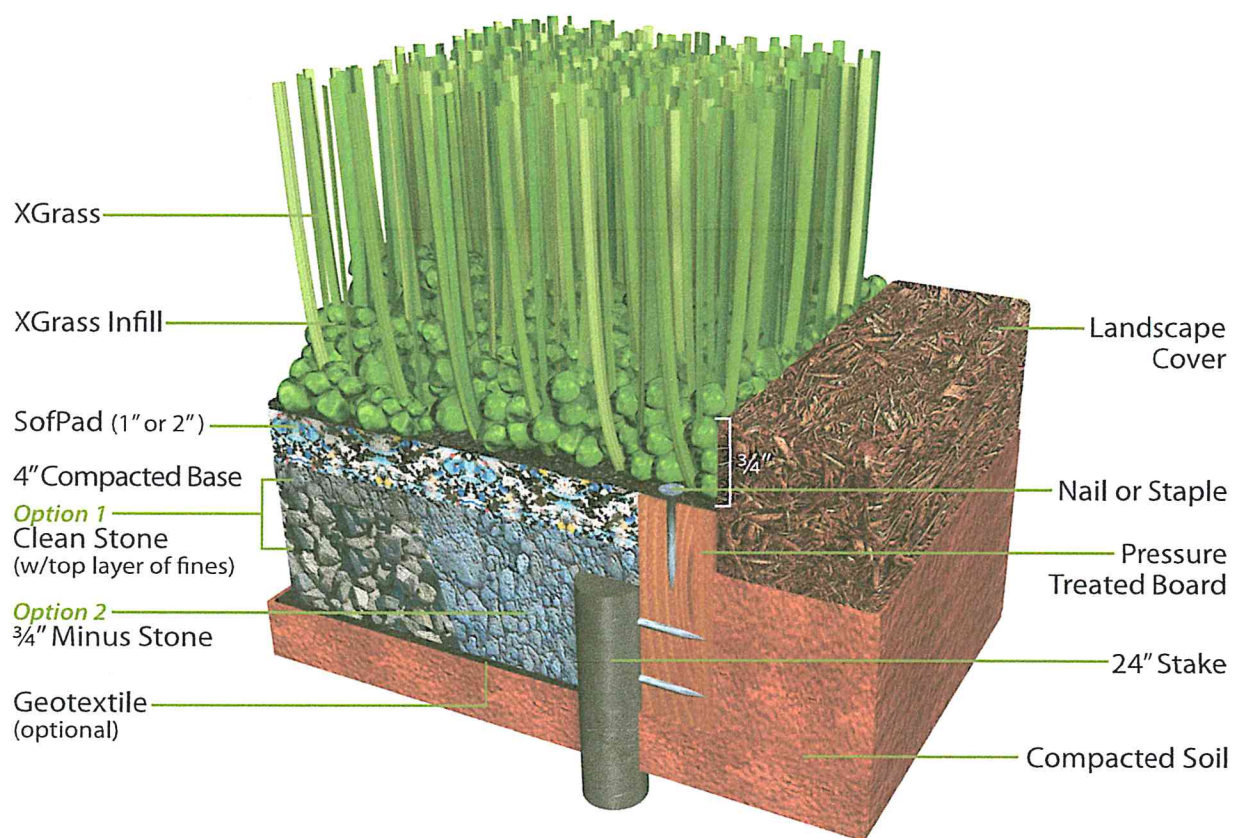
Product Data Sheet

Material Composition: 99% Recycled, non-contaminated, post industrial, cross-link, closed cell polyethylene foam.
Test Data & MSDS sheets available on request.

	Measurement	Test Method	Results
Weight:	Average		.40-.50 lbs per square foot
Thickness:	Direct		1 1/8" +1/8"
Density:	Average		5-8lbs/cubit feet
Tensile Strength:		ASTM 3574	34-36 PSI
Drainage Characteristics			
Horizontal Flow Rate	Average	ASTM 4716, 250 PSF; 41% Slope	1.03 Gal/Min/Ft
Vertical Permeability	Average	ASTM D 2474	>36 Gal/Min/Sq Ft



Synthetic Turf for Play Areas Without Concrete Border



Compacted Base Depth - 4"

SofPad - 1", 2" or 4"

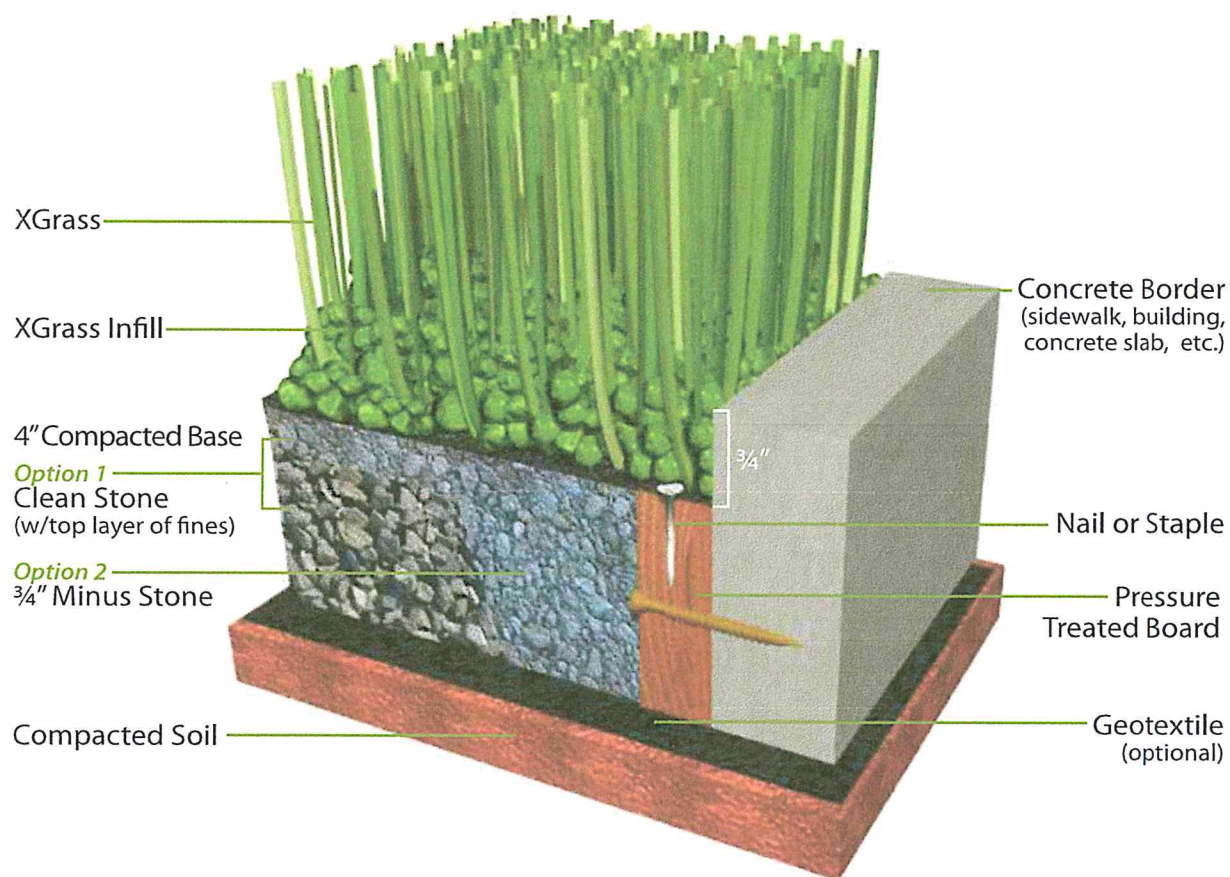
Infill Depth - $\frac{3}{4}$ "

To accommodate this application prepare your site $5 \frac{3}{4}$ " below grade with 1" SofPad,
 $6 \frac{3}{4}$ " with 2" SofPad or $8 \frac{3}{4}$ " with 4" SofPad.

Components are not drawn to scale.



Synthetic Turf for Landscapes
**With Concrete Border
and Nailer Board**



Compacted Base Depth - 4"
Infill Depth - 3/4"

To accommodate this application prepare your site **4 3/4"** below grade.

Components are not drawn to scale.



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XGrass Details LEED Certification Qualifiers

In recent years, demand has grown rapidly for building materials that fulfill the requirements of Leadership in Energy and Environmental Design or LEED, the benchmark certification program for green building projects sponsored by the non-profit U.S. Green Building Council.

Advantages of LEED Buildings

- Higher public relations appeal
- Cost less to operate
- Higher occupancy rates
- Enhance occupant health and well-being
- Increase investment returns

The LEED certification process, with its complex formulas and calculations, takes considerable commitment and planning on the part of architects and designers. Green product manufacturers strive to provide accurate and concise information to the building community about their products' LEED-worthy attributes.

LEED Certification Levels

One common misconception about LEED is that building materials themselves qualify for LEED certification, when in fact it is only a project's total LEED point score that determines whether the project qualifies for LEED, and if so, which of the three levels of certification it will achieve. Out of a possible 69 elective points, buildings that earn 26 points qualify for the standard LEED certification. The Silver certification level requires 33 points, the Gold certification level requires 39 points, and the Platinum certification level requires at least 52 points.

This document limits itself to credit categories listed in the LEED for New Construction & Major Renovations protocol, version 2.2. Other LEED protocols, such as LEED CI for Commercial Interiors, and the still developing LEED for Homes differ somewhat in their requirements for credit.



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Dalton, GA 30721

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f: 706 529 0849 e: customerservice@xgrass.com

www.xgrass.com
www.softtrakgreens.com



LEED Credit Areas Impacted by Synthetic Turf

Environmental Benefits of XGrass Synthetic Turf for Landscaping

- 100% recyclable, reduces the amount of material that ends up in landfills
- Drastically decreased water requirements
- Elimination of fuel requirements
- Reduces greenhouse gasses from lawn maintenance equipment
- Elimination of the need for fertilizers or pesticides
- Reduction of allergens

XGrass Synthetic Turf and LEED

XGrass® artificial grass contributes points under LEED New Construction and LEED for Existing Buildings in the following categories:

WATER EFFICIENCY

WE Credit 1.1: Water Efficient Landscaping: Reduce by 50%

1 Point

This credit is awarded for limiting or eliminating the used of potable water, or other natural surface or subsurface water resources available on or near the project site, for landscape irrigation.

WE Credit 1.2: Water Efficient Landscaping: No Potable Water Use or No Irrigation

1 Point in addition to WE Credit 1.1

This credit is awarded for eliminating the use of potable water, or other natural surface or subsurface water resources available on or near the project site, for landscape irrigation.

MATERIALS & RESOURCES

MR Credit 5.1: Regional Materials: 10% Extracted, Processed & Manufactured Regionally

1 Point

This credit is awarded if 10% of the total materials needed for a project are extracted, harvested, and manufactured within a 500 mile radius. If only a fraction of the material is from the region, that amount by weight will contribute to the regional credit value.

MR Credit 5.2: Regional Materials: 20% Extracted, Processed & Manufactured Regionally

1 Point in addition to MR Credit 5.1

This credit is awarded if 20% of a project's total materials meet the criteria detailed in credit 5.1. XGrass® is manufactured in Dalton, GA and will contribute to this credit if the project is within a 500 mile radius of Dalton.

In addition, XGrass® may also contribute towards ID Credit 1-1.4: Innovation in Design due to its recyclable nature and water saving benefits. Up to four points are available under the Innovation & Design category.



LEED-NC Credit Areas Impacted by Bonded Rubber or Poured in Place Surfacing

XGrass Rubber Surfacing and LEED

XGrass® rubber surfacing contributes points under LEED New Construction in the following categories:

MATERIALS AND RESOURCES

MR Credit 2.1 and MR 2.2: Construction Waste Management

2 Points

Recycle and/or salvage at least 75% of non-hazardous construction and demolition debris.

- All pallets, unused and/or opened bags of rubber and unused and/or opened pails of binder are returned to XGrass at the expense of the installer

MR Credit 4.1 and MR 4.2: Recycled Content

2 Points

Use materials with recycled content such that the sum of the post-consumer recycled content plus 1/2 the pre-consumer content constitutes at least 20% of the total value of the materials in the project.

- For all Bonded Rubber systems, the value of the post-consumer content plus 1/2 the value of the pre-consumer content is 80%.
- For Poured in Place systems, the value of the post-consumer content + 1/2 the value of the pre-consumer content ranges from a low of 52% for a 1.5" system to a high of 69% for a 3.5" system.

MR Credit 5.1: Local /Regional Materials

1 Point

Use materials that have been manufactured with 500 miles of the project site and constitute at least 10% of the total value of the materials in the project.

MR 5.2: Local /Regional Materials

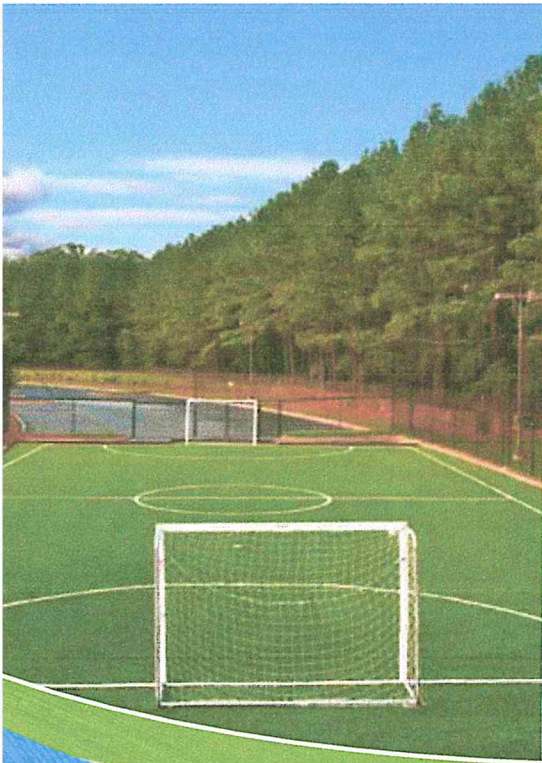
1 point

Use materials that have been manufactured with 500 miles of the project site and constitute at least 20% of the total value of the materials in the project.

- For Bonded Rubber systems, 80% of the material is manufactured in Central City, KY 42330 and 20% is manufactured in Canton, GA 30114.
- For Poured in Place systems, 84-85% of the material is manufactured in Central City, KY 42330 and 15-16% is manufactured in Canton, GA 30114.



Owner's Manual



The grass is always *greener...*
on our side.



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Congratulations

Congratulations on your recent XGrass™ system purchase. We strive to ensure that you are pleased with your purchase. We have created this manual as a general guide for maintaining your turf, and as a tool for you to attain as many benefits as possible from your system.

Please read this manual in its entirety, as it contains helpful guidelines regarding product information, certifications, maintenance, and much more. For more information, please contact our sales representatives at 877-881-8477.





Product Information

Our XGrass Play playground systems are focused on your child's safety. When installed with the proper infill, XGrass™ Play provides a measure of safety and beauty unsurpassed by any other surface.



XGrass™ Play features a unique blend of polyethylene monofilament fibers and a thatch layer that simulates a fine blade fescue or blue grass. This combination of fibers gives the turf its very soft, realistic feel.



The XGrass SofPad™ shock and drainage pad provides shock absorption and impact protection from falls, the most common source of serious injuries related to playground activities.



XGrass EnviroFill™ is a completely anti-microbial infill product that creates a long-lasting, healthy environment for your child's play.



Maintenance Highlights

Care and Maintenance:

Basic precautions and care will insure that your XGrass surface will maintain its appearance and optimum performance for many years. These tips are not expensive and do not take a lot of time, but can do a lot to protect your investment for future use.

Precautions:

- Keep any kind of flame (cigarettes, charcoal grills, fireworks, etc.) away from the surface.
- Keep gasoline, oil or any other petroleum-based chemicals away from the surface.
- Keep surface free of leaves, grass clippings, or other debris. A good leaf blower works well to help keep the surface clean.
- Be careful when using any type of edging tools near the edge of the surface.
- The turf will resist the harmful effects of rain, snow, and ice. Some color loss is inherent in the product and will not affect the quality of the surface.
- If static electricity becomes an issue, simply dilute 1 part "no fragrance" fabric softener liquid into 10 parts water and spray utilizing a garden sprayer onto the turf.
- Apply the diluted mixture as needed to ensure a static free surface.
- Surface cleaning equipment such as leaf blowers, powerbroom, etc. will exude heat, do not to place these tools on the artificial turf as damage may occur to the fibers.
- Avoid pointing/ aiming a leaf blower directly in to the turf to avoid infill dispersal.

Recommended Maintenance Schedule:

Monthly:

Brush Surface – this process involves using a power broom or a push broom. The operator should sweep against the fibers to stand up the blades of turf.

As needed:

Top Dress – this process involves using a drop spreader with the acrylic coated sand and apply where needed to fill in low spots.



Synthetic Turf Council Published Maintenance Guidelines*

1.0 Scope

- 1.1 Maintenance is vital if the surface is to maintain its appearance and to provide consistency, permeability, and longevity. The basic objectives of effective maintenance are that:
 - 1.1.1 The surface is kept clean
 - 1.1.2 Airborne contaminants are removed
 - 1.1.3 The surface remains level and of consistent texture so that it gives a true and predictable performance
 - 1.1.4 The infill materials are evenly distributed
 - 1.1.5 The effective drainage of surface water is maintained throughout the life of the area's surface
 - 1.1.6 The system does not become over compacted and hard
 - 1.1.7 The facility is consistently attractive and well-kept
- 1.2 Maintenance programs should be designed to ensure that these objectives are achieved.

2.0 Maintenance procedures:

Maintenance procedures implement the processes available that will help assure continued performance of the system as specified in relation to the declared purpose and use of the synthetic turf surface.

- 2.1 General surface cleaning

Airborne pollutants such as leaves and other debris should not be allowed to remain on the surface for any length of time. If not removed, they will migrate into the system, forming a drainage inhibition within the surface which can reduce drainage effectiveness.

A wide soft broom can be used for removing the surface debris. A mechanical leaf sweeper or special vacuum cleaner which does not remove the fill can speed up the operation. Such equipment must be well maintained and carefully operated to avoid contamination or physical damage to the surface.
- 2.2 Grooming

Proper grooming achieves a freshening of the synthetic turf surface appearance. It is a crucial operation which will help prevent the premature deterioration of the performance characteristics, appearance, and drainage properties.

 - 2.2.1 Mechanical grooming can accelerate the process when the proper equipment is chosen and operated by skilled personnel.
 - 2.2.2 Drainage is essential to effective maintenance. It is possible that the bed of infill material serves as a filter. Infill can unavoidably retain inert particulate matter conveyed or blown onto the area or carried by rainfall or other air contaminants. By moving and re-leveling the upper layers of infill, technical grooming can delay the time line when problems may begin to occur in the normal course of use, which could reduce the drainage process.
 - 2.2.3 Accumulation of unwanted or foreign materials is inevitable. Too much grooming, or the negligence of grooming, can affect the long term turf performance, even if such does not appear in the short run. Should a contaminant have a growth potential, the species and its eradication agents should be carefully identified and removal should be immediate before serious infestation occurs. Equipment designed for that specific purpose must be operated by skilled personnel who have precise knowledge of its effects.
 - 2.2.4 Routine maintenance, if regularly applied, can reduce the long term effects of any external contaminants, making such occurrences almost a non-issue.

2.3 Brushing

It is important that the synthetic turf pile is maintained vertically. Regular brushing is an important function that must not be overlooked or neglected. The surface should be brushed against the grain of the pile.

2.4 Equipment Selection

- 2.4.1 Turf and maintenance equipment manufacturer's advice should be sought when considering any type of maintenance operation and the use of any equipment or procedures not recommended by the manufacturer of the system. The objectives of the maintenance process must be understood.
- 2.4.2 No two machines will operate to the same degree of efficiency and effectiveness. The condition of the surface will also affect the operation of the equipment. Both conditions should be evaluated.
- 2.4.3 Most maintenance equipment utilizes a brush or brushing action. It is critical that the type of brush used does not abuse the condition of the surface. Drag brushes behind the power unit are normally not recommended because they tend to flatten the pile and generate the need to implement the cleaning operation twice or more unnecessarily. If drag brushes are to be considered, a test strip should be used to determine whether or not the effect and process of those brushes are desired. Brushes that have a rotary action in a horizontal position in front of the pile unit are preferred since they agitate the blades of the synthetic turf. The simultaneous vacuuming action should remove the undesired pollutants and debris.
- 2.4.4 Power brushing equipment may agitate the infill to various degrees. The type of brushing, vacuuming, de-compacting, and final grooming should be relevant to the end result. The objective of each grooming routine should be determined prior to initiating the selection of the maintenance equipment, i.e., stand up of the pile and clean or level the infill within the pile; provide uniform performance characteristics; etc.

2.5 Frequency

- 2.5.1 A change in the use patterns and the intensity of use can influence the frequency of maintenance.
- 2.5.2 The manufacturer should be consulted to recommend an initial maintenance schedule. It may take up to six months for the infill to finally settle into the pile of the synthetic turf. Environmental/climatic and use conditions may affect the final settling.

3.0 Special Conditions

3.1 Stain removal

- 3.1.1 Most stains can be removed easily with a solution of hot (not boiling) water and a manufacturer's approved household detergent. Removal of chewing gum can be simplified by making the gum brittle with ice. Any other contamination requires the turf manufacturer's individual consultation and determination of what course of action is to be taken.

3.2 Snow and ice

- 3.2.1 Snow and ice are not harmful and can be permitted to melt. If it is urgent to remove the snow in order to allow for use, brushes may be used. It is not advisable to use mechanical snow removal equipment other than the equipment recommended by the manufacturer of the turf.

3.3 Footwear Use

- 3.3.1 Suitable footwear should always be used. An adult should check surface temperature before allowing children to play.

4.0 Important Considerations

4.1 External contaminants

- 4.1.1 It is strongly recommended that smoking and the use of chewing gum be prohibited on the area. These activities can cause permanent damage and affect the maintenance process.

4.2 Use patterns

- 4.2.1 Whenever possible, use patterns should be evenly distributed over the entire area; i.e., alternating usage patterns should be employed. The way an area is used can have a significant long-term effect on the quality of the surface and its characteristics. When activities are concentrated in one location or a more frequently used pattern, the surface will have a tendency to harden and infill displacement can take place. This could have a negative effect or by-pass the performance characteristic criteria. Such areas need a higher concentration of maintenance than areas where the surface is not used to the same extent. Even when the surface is not used, it still requires maintenance to deter deterioration. The intensity of such maintenance should be discussed with the manufacturer and/or qualified maintenance contractor. Maintenance input is dependent upon the extent to which an area is used and the effectiveness of the maintenance operations. End-users and owners of the area are to maintain a record of all maintenance operations on a log so they can be analyzed.

4.3 Fiber damage

- 4.3.1 Excessive brushing can cause fiber damage (splitting) which, at first, has a tendency to make the surface feel softer but in the long run destroys its performance characteristics. Insufficient maintenance contributes to contamination and compacting. Use of the area, the quality of the system, and the geographical location will determine the type and frequency of maintenance appropriate to the fiber. This should be discussed with the designer and manufacturer at the time of selecting the type of system to be installed and at the time of the completion and acceptance of the area. Any effects upon the maintenance schedule due to a change of use or condition of the area should be discussed at the completion of the installation as a contingency.

4.4 Tools and equipment

- 4.4.1 Experience has demonstrated that the longevity of the area and the effectiveness of the maintenance are very much dependent upon the use of proper tools and equipment and the skills of the operator. The criteria and specification of the tools and equipment to be used should be understood at the time the area is accepted by the owner/user.
- 4.4.2 The type and quality of the equipment should be suited to the use and construction of the area. Proper selection is an essential element to the successful application of the maintenance procedures. The desired performance of the equipment must be able to restore the characteristics of the surface without damage. It is essential that a discussion take place between the provider, the maintenance equipment manufacturer, and the owner prior to acceptance of the area. Pre-testing of the equipment on location may assist in the selection process.

4.5 Watering Applications (Cleaning/Cooling)

- 4.5.1 When an area is to be watered, the surface should be dampened and not soaked or saturated. Clean water should be used at all times for this purpose.



5.0 Normal Maintenance

- 5.1 Daily: Check the area after each day's use for distribution of infill and condition of the heavily used areas.
- 5.2 Weekly: Brush the surface of the area with a stiff broom against the grain of the turf to redistribute the infill, maintain vertical fibers and a level area.
- 5.3 Monthly: Check infill levels, seams, etc., and report failures (if any) to the manufacturer. Also check for over compaction and de-compact as may be necessary. It is essential that the appropriate equipment is used in order to achieve the specified performance criteria.
- 5.4 Periodically: At least once a year your turf should be groomed by your turf installation team. Top dress with new infill may be required. Contact the manufacturer if any aspect of the maintenance process is causing a significant concern.

NOTE: These are minimum recommendations. Common sense and careful observation should prevail. If any serious doubt exists about the effectiveness of the maintenance regime or the condition of the area, contact with the manufacturer should be made.

6.0 Record Keeping

- 6.1 A log of all maintenance operations carried out after acceptance of the area should be maintained by the grounds manager in order to facilitate the analysis of any irregularities.
- 6.2 It is important that each and every maintenance operation, no matter how minor, be recorded in the log.

*Source: Synthetic Turf Council, 400 Galleria Parkway, Suite 1500, Atlanta, GA 30339



Frequently Asked Questions

Q: What are all the applications that XGrass synthetic turf can be used for?

A: Residential lawns & play areas, commercial lawns and landscaping areas, road medians, parking islands, dog runs & kennels, playgrounds, play areas, day cares, common areas (condos, apartments, and neighborhood communities), roof tops, golf greens, and more!

Q: What XGrass turf styles are suggested for certain fall height requirements?

A: Our SuperLawn and Fescue products are suggested for fall heights from 0-12 ft: Test data is available that meet/exceed ASTM 1292 and ASTM 1951 testing. Other XGrass products can be used as well to meet any fall height up to 12 ft. Please contact your local XGrass representative for more details.

Q: What type of infill is used for playground and landscape applications?

A: XGrass has an anti-microbial, acrylic coated silica sand that is used in both landscape and playground applications. XGrass infill resists compaction, is non-toxic, non-flammable and 20% cooler than other infill systems on the market today. XGrass infill is much safer than granulated rubber (recycled material).

Q: What happens if a child or pet swallows the infill material?

A: The unique acrylic coated silica sand that we use for playground installations will pass through the system and should not have any effect on the person or pet (there are no heavy metals in the material). More detailed information is available through your local XGrass Representative.

Q: How long will XGrass synthetic turf last?

A: XGrass landscape turfs come with a limited 10 year u/v warranty. Length of the turf lifespan depends on the amount of traffic (wear and tear) and how it is maintained. Playgrounds may not last as long as a low-traffic lawn but should get 5+ years of life. Maintenance includes an occasional brushing (may need to add more infill) and keeping the surface clear of debris. Maintenance packages are usually available through your installer. Re-surfacing can usually be completed at a lower cost than the initial turf installation as needed.

Q: Can I put swing sets and other child play equipment on XGrass synthetic turf?

A: Yes, while we do not provide specific wear warranties in these situations, the turf is a great surface to have under your child's play equipment and on playground surfaces. Friction in the swing set area and bottom of slides can cause accelerated wear on the turf and it is suggested that a pad be used on top of the turf in these areas. XGrass will not provide these pads unless specified in the final project quotation. Please work with our XGrass Sales Rep for more information on the surface padding.

Q: Is synthetic turf by XGrass safe for play areas / playgrounds?

A: Synthetic turf presents a surface that is softer than many forms of natural earth and grass. Furthermore, the newer polyethylene (PE) based turf products are less abrasive and consistently free of the sharp stones and other protruding objects typically rising to the surface in natural soils. A child's play will never result in the grass and mud stains in clothing or the potential of dangerous wood splinters that is so common to traditional wood mulch play surfaces. The beauty of turf with sand infill is its versatility and decidedly superior safety features. It can be installed over hard surfaces to provide a soft, safe playground and can be engineered for falls up to 12 feet. The synthetic turf system complete with drainage pad and infill also looks and feels natural, without the constant maintenance. In addition, synthetic turf is reliable – it can be played on year round, even after it rains.



Q: What kind of maintenance can I expect after XGrass synthetic turf is installed?

A: There are minimal maintenance activities that we recommend. The turf should be broomed with a stiff broom monthly. The purpose of brooming is to stand-up the fibers and to reconstitute the infill, and to gather weeds, seeds, foliage and refuse typically deposited by winds and weather. You may need to apply infill once or twice a year as well depending on the traffic and application.

Q: Can I expect weeds to grow on my synthetic turf?

A: Yes – but very limited growth. The sand infill can provide an environment in which windblown seeds can and will take root and grow. The backing material, however, provides a strong barrier that dramatically inhibits root growth to the underlying stone and soils. What this means is that weeds are easily plucked or can even be removed by a leaf rake or broom.

Q: What about insects and allergens?

A: Not an issue. Initially, surface insects are eliminated entirely. Over time and with the introduction of precipitation and wind-borne minerals and nutrients, the infills can support and sustain insect life. Neither the infills nor the synthetic grass themselves are, however, conducive to infestation at any level comparable to grass. Topical insect solutions can be used should you ever run into a problem.

Q: Does XGrass synthetic turf drain well?

A: Yes. Synthetic turf will get wet, however, will dry in about the same or slightly less amount of time as grass, and, as it dries naturally, there does not exist the underlying inconvenience of muddy soils. Depending upon the size of the installation, some sub-surface drainage may be installed. Most residential applications do not require added drainage. In addition, XGrass uses a unique backing (porous geotextile) that allows water to drain very quickly.

Q: How does XGrass synthetic turf drain water in comparison to grass and earth?

A: The same or better. XGrass synthetic turf is manufactured with a special backing that provides ample drainage. Any water landing upon the grass fiber surface has the capability of being absorbed by the ground very quickly, allowing play on the surface almost immediately after a rain. Adding to the drainage capacity is the fact that the sub-base, sand infill will retain heavy rain down-pours for a more natural absorption rate by the ground beneath. Test results are available from XGrass.

Q: Can the sand infill be tracked and transported by shoes or clothing?

A: Yes, slightly, but not to any level of appreciable notice. The infill might be particularly transported on the soles of feet after a rain, but, not to any more degree than is common dirt or cut grass clippings transported when wet. More relevant is that the infill is clean, non-staining and easily swept or vacuumed.

Q: Can XGrass synthetic turf be installed over asphalt or concrete?

A: Yes. Such an installation requires either a gradual natural slope for surface drainage or a special underlayment for a sub-surface drainage system (drainage pad).

Q: What concern do I need to have for dropped cigarettes or surface fire in general?

A: Very little. XGrass synthetic turf does not burn and the consistency of its sand infill is not dense enough to sustain a fire (e.g. the flame is immediately extinguished by the sand infill). A lit cigarette, may, in extremely dry circumstances, cause immediately touching fibers to bend or distort but not to any degree that is noticeable. Accelerates, such as gasoline, will cause harm to the immediate area to about the same degree as would occur on natural grass. Fire is not a good thing under any circumstances, so try and keep all these materials away from your surface. Flammability tests are available for XGrass products. Please contact your Representative for more information.



Q: What about kids playing on XGrass synthetic turf?

A: Kids love it! XGrass synthetic turf is softer and safer than real grass and they have loads of fun playing on it. Parents love the fact that there are no more stained pants and scraped knees. XGrass synthetic turf is the turf-of-choice of hundreds of day care centers, play areas, schools and school districts, recreation departments, and playgrounds around the nation.

Q: Can the synthetic turf / artificial grass be damaged?

A: The grass can be damaged by intentional vandalism or open flames. However, it can usually be cleaned with typical cleaning solvents. In the case of a burn (as from a cigar), the surface could be patched using replacement materials. The surfaces are flame resistant, but will melt under open flame.

Q: Can XGrass synthetic turf be used for kennels, dog runs, etc. and how do I wash out contaminants?

A: Yes! Solid waste can be easily removed and washed away and will not harm or affect the turf fibers. We do recommend that you hose down the areas on a periodic basis to wash out any urine or other possible contaminants. Anti-microbial spray applicants can be used on the turf if needed. Please contact XGrass for further information on available products.

Q: Does XGrass manufacture their own synthetic grass?

A: XGrass along with its parent company has been manufacturing synthetic turf since 1983. We specialize in turf for landscape, golf, sports, and the leisure market.

Q: What product can I use and how do I wash out contaminants?

A: Anti-microbial spray applicants can be used on the turf if needed. Please contact XGrass for further information on available products.

Additional Customer Support

We hope you have found the information in this manual helpful.

If you have any additional questions, comments, or concerns, feel free to contact the XGrass sales team.

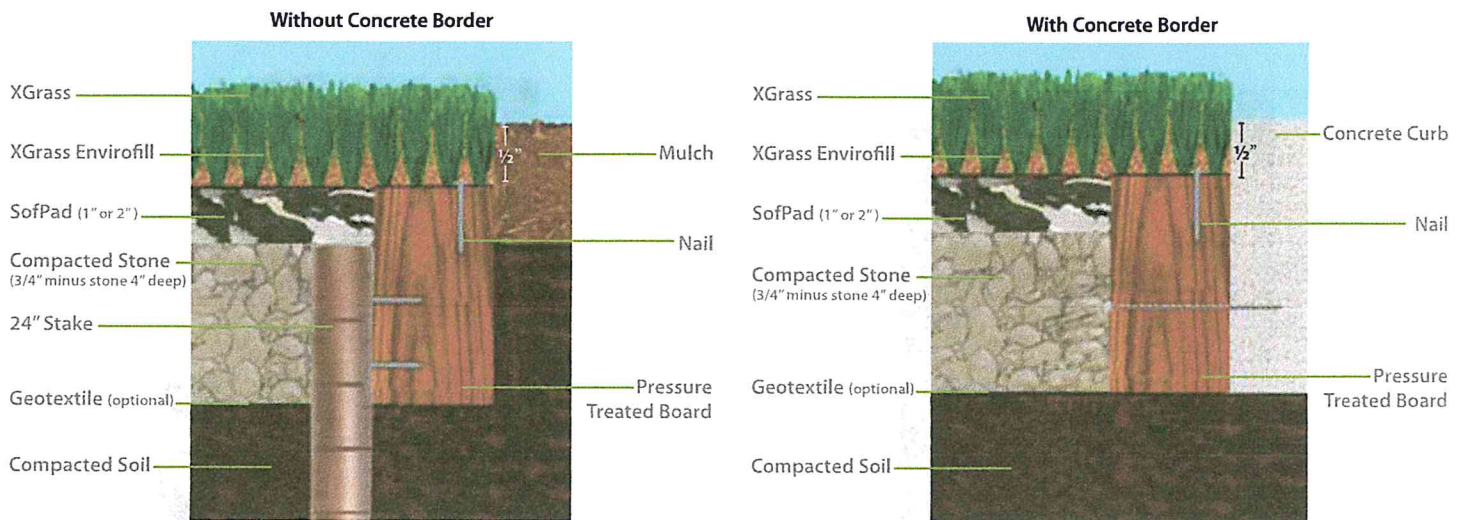
210 Howell Drive
Dalton, GA 30721

t: 706 272 0140 • 877 881 8477
f: 706 529-0849 e: customerservice@xgrass.com

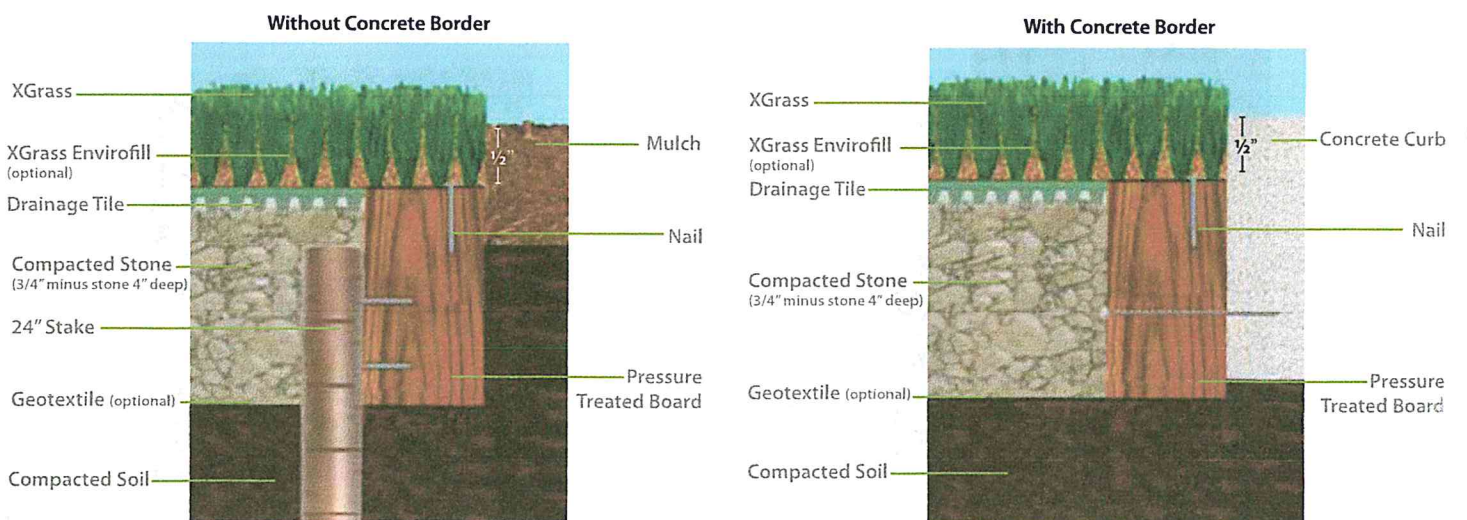
www.xgrass.com
www.softtrakgreens.com

The XGrass sales team is here for you.

XGRASS PLAY Cross Section

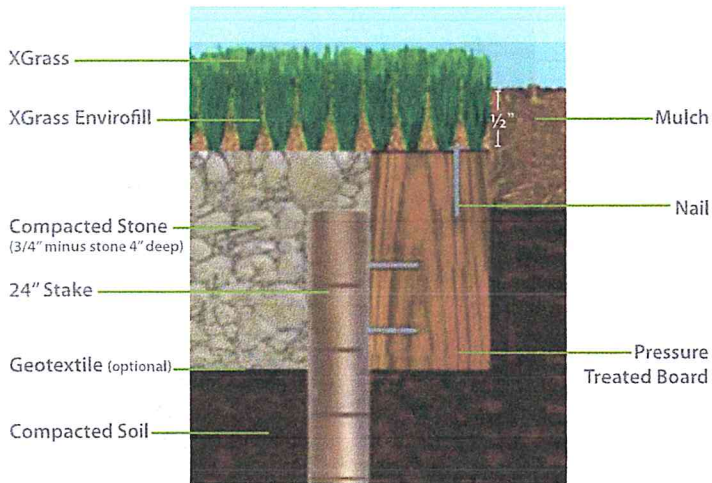


XGRASS POT Cross Section

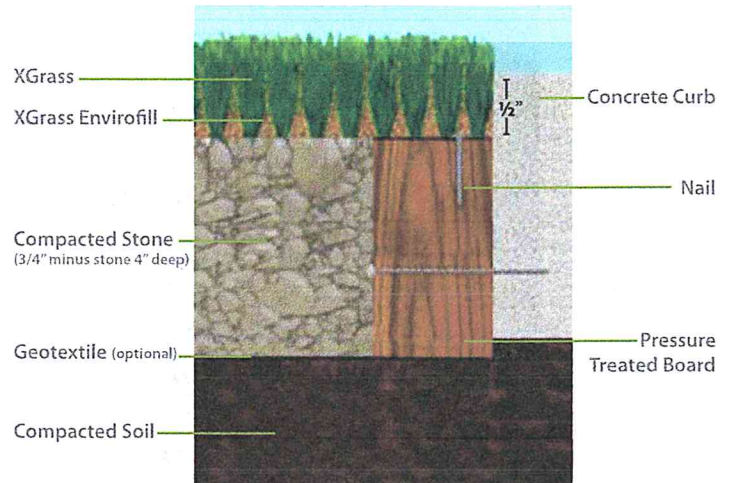


XGRASS LAWN Cross Section

Without Concrete Border

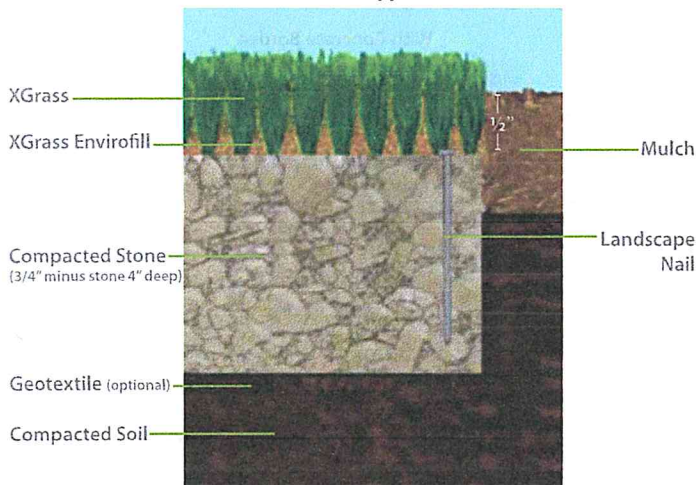


With Concrete Border

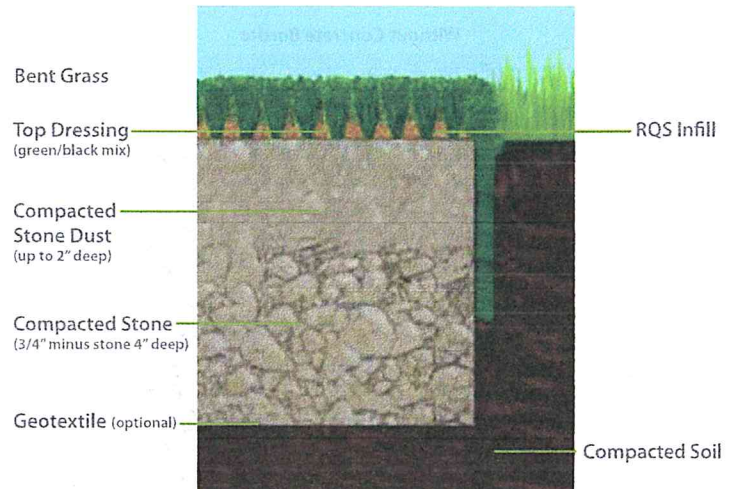


XGRASS LAWN Cross Section

Standard Application



XGRASS GOLF Cross Section





Critical Fall Height Guideline



Amount of Pad Needed	Critical Fall Height
1 inches	5 – 6 feet
2 inches	7 – 8 feet
4 inches	9 – 12 feet

* This chart is intended for IPEMA certified products used with our XGrass™ Play playground systems. The system includes our SofPad™, which provides shock absorption and impact protection from falls, the most common source of serious injuries related to playground activities.

Safety Information

XGrass products meet or exceed the performance safety specifications established by organizations such as ASTM, CPSC and IPEMA.



Attached in this document you will find:

- 1) IPEMA Certifications for XGrass Play
- 2) ASTM Testing Reports for a 6' Fall Height
- 3) ASTM Testing Reports for a 9' Fall Height
- 4) Lead Test
- 5) Surface Flammability Test
- 6) Pad Flammability Test

Consumer Product Safety Commission (CPSC) Compliance Statement

The Consumer Product Safety Improvement Act (CPSIA) is a legislative act which states that all products intended for children under the age of 12 must meet certain safety requirements for lead content. This document serves to certify that XGrass products meet and/or exceed the minimum requirements for lead testing and flammability pill testing as required by the Consumer Product Safety Commission (CPSC). To meet the requirements, the products must have test data which meet/exceed the following criteria:

1. Products must have fewer than 100 lead parts per million;
2. Products must pass the flammability pill test;
3. Products must have ASTM Testing Completed proving that a minimum fall height be met.

Please refer to the attached product test documentation for reference.

IPEMA Certification

IPEMA Certificate of Compliance



CERTIFICATE

ISSUE DATE: 9/15/2011

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1292-09, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Standard. The manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1292-09.

Manufacturer
Xgrass
P.O. Box 579,
Rocky Face, GA 30740 United States
877-881-8477

PRODUCT #	PRODUCT LINE	DESCRIPTION	THK/HT RATIO
50oz - 12' Fall Ht - Conc	XGrass Play 50 oz	50oz Synthetic Turf Play System - Over 4.50" / 12'	
		Concrete - 12' Fall Height	
50oz - 4' Fall Ht - Conc	XGrass Play 50 oz	50oz Synthetic Turf Play System - Over 1.125" / 4'	
		Concrete - 4' Fall Height	
50oz - 7' Fall Ht - Conc	XGrass Play 50 oz	50oz Synthetic Turf Play System - Over 2.125" / 7'	
		Concrete - 7' Fall Height	
ELSB - 12'	XGrass Play 50 oz	Superlawn Blend Synthetic Turf Play System	4.75"/12'

1 of 2 You may verify this certificate by visiting IPEMA's website at <http://www.ipema.org>



(Page 2 of Certification is pictured below.)

IPEMA Certification - Continued

IPEMA Certificate of Compliance			
PRODUCT #	PRODUCT LINE	DESCRIPTION	THK/HT RATIO
ELSB - 6'	XGrass Play 50 oz	Supertawn Blend Synthetic Turf Play System	2.75"/6'
ELSB - 9'	XGrass Play 50 oz	Supertawn Blend Synthetic Turf Play System	3.75"/9'
ELSE - 12'	XGrass Play 50 oz	SofGrass SuperLawn Play (70oz) - 12' Fall Ht	5.75"/12'
60oz - 12' Fall Ht	XGrass Play 60 oz	60oz Synthetic Turf Play System - 12' Fall Height	5.75"/12'
60oz - 6' Fall Ht	XGrass Play 60 oz	60oz Synthetic Turf Play System - 6' Fall Height	2.75"/6'
60oz - 9' Fall Ht	XGrass Play 60 oz	60oz Synthetic Turf Play System - 9' Fall Height	3.75"/9'
80 oz - 12' Fall Ht	XGrass Play 80 oz	XGrass Play 80 oz 12' Fall Height	6" / 12'
80 oz - 6' Fall Ht	XGrass Play 80 oz	XGrass Play 80 oz 6' Fall Height	3" / 6'
80 oz - 9' Fall Ht	XGrass Play 80 oz	XGrass Play 80 oz 9' Fall Height	4" / 9'

2 of 2

You may verify this certificate by visiting IPEMA's website at <http://www.ipema.org>



Our 50oz, 60oz, 70oz and 80 oz products are IPEMA certified. This certification shows that our products have met the requirements of ASTM F1292-04 for up to 12 foot critical fall height. For a more detailed explanation of our certification, or to download a copy of this certificate, please go to www.ipema.org or give us a call.

**TESTING SERVICES, INC.**

817 SHOWALTER AVE. • P.O. BOX 2041
DALTON, GEORGIA 30722-2041
PHONE: (706) 226-1400 • FAX: (706) 226-6118



TEST REPORT

CLIENT:	XGrass	REPORT NUMBER:	40077-5
	PO Box 579	LAB TEST NUMBER:	1891-1975
	Rocky Face, GA 30740	DATE:	January 18, 2008

Test Material: Superlawn Blend/Pro

Infill System: 3.5 lbs/ft² STF

Pad System: 1" Playground Pad

Sub Base: 2" Compacted Aggregate

Date of Receipt: December 12, 2007

Testing Period: January 17, 2008

Authorization: Ron Bennett

Test Requested: The submitted sample was evaluated for Shock Absorbing Properties in Accordance with the procedures outlined in ***ASTM F 1292-04, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment***. A deviation to this standard was made at the request of the client who instructed TSi to substitute the above listed sub-base in place of concrete to comply with the client's installation protocol.

Test Results: Continued on the following pages ...

Prepared and signed by:

Erle Miles, Jr VP
Testing Services Inc



TESTING SERVICES, INC.
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DALTON, GEORGIA 30722-2041
PHONE: (706) 226-1400 • FAX: (706) 226-6118



Report #: 40077-5
Date: 1/18/08
Page: 2 of 5

Client: XGrass
PO Box 579
Rocky Face, GA 30740

Results:

Sample: Superlawn Blend/Pro with 3.5 lbs/ft² STF Infill
Over 1" Playground Pad over 2" Compacted Aggregate

Tested Dimension: 18" X 18"

Test Procedure: ASTM F 1292-04

Impact Location: Center of Test Material

Missile: Hemispherical (Triaxial Accelerometer): Total Drop Assembly Weight (46g) 10 lbs

Test Equipment: Triax 2000 Surface Impactor
Date of Last Calibration: 4/25/06 by Alpha Automation

Sample Pre-Condition: 50±10% RH, 72F±5F for a minimum of 24 hrs prior to testing

Sample Conditioning: 8 hrs @ each reference temperatures prior to testing

Temperature:	Maximum Drop Height That Gives a G_{max} of 200 or Less and a HIC of 1000 or less
Ambient, 72°F (23°C)	7'
Hot, 120°F (49°C)	6'
Cold, 25°F (-6°C)	6'
Critical Fall Height (CFH):	6'

Reference G_{max} Curves Included



Report#: 40077-5
Date: 1/18/08
Page: 3 of 5

Client: XGrass
 PO Box 579
 Rocky Face, GA 30740

Results

Temperature: 72°F (23°C)

Sample Condition: Dry

Drop #	Velocity ft/sec	Angle°	Temp	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	20.0	5	69.1	6'	6.22'	140	651
2	20.1	3	69.1	6'	6.28'	143	683
3	20.1	6	69.1	6'	6.28'	144	684
Average				Drops 2,3		144	684

Drop #	Velocity ft/sec	Angle°	Temp	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	21.6	0	69.0	7'	7.25'	160	874
2	21.6	1	69.0	7'	7.25'	160	901
3	21.6	2	69.0	7'	7.25'	162	917
Average				Drops 2,3		161	909

Drop #	Velocity ft/sec	Angle°	Temp	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	23.1	2	69.1	8'	8.29'	184	1154
2	23.1	5	69.1	8'	8.29'	178	1064
3	23.1	0	69.1	8'	8.29'	188	1222
Average				Drops 2,3		183	1143



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Report#: 40077-5
Date: 1/18/08
Page: 4 of 5

Client: XGrass
PO Box 579
Rocky Face, GA 30740

Results

Temperature: 120°F (49°C)

Sample Condition: Dry

Drop #	Velocity ft/sec	Angle °	Temp	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	18.4	5	117	5'	5.26'	136	621
2	18.4	6	118	5'	5.26'	149	711
3	18.4	4	118	5'	5.26'	160	793
Average				Drops 2,3		155	752

Drop #	Velocity ft/sec	Angle °	Temp	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	20.0	1	122	6'	6.22'	171	919
2	20.1	2	118	6'	6.28'	174	993
3	20.1	0	119	6'	6.28'	172	945
Average				Drops 2,3		173	969

Drop #	Velocity ft/sec	Angle °	Temp	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	21.6	1	118	7'	7.25'	192	1152
2	21.7	2	119	7'	7.32'	211	1353
3	21.7	2	120	7'	7.32'	199	1245
Average				Drops 2,3		205	1299

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Report#: 40077-5
Date: 1/18/08
Page: 5 of 5

Client: XGrass
PO Box 579
Rocky Face, GA 30740

ResultsTemperature: 25°F (-6°C)Sample Condition: Frozen

Drop #	Velocity ft/sec	Angle°	Temp	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	18.3	3	26.9	5'	5.20'	125	572
2	18.4	3	27.3	5'	5.26'	136	632
3	18.4	2	27.5	5'	5.26'	143	669
Average				Drops 2,3		140	651

Drop #	Velocity ft/sec	Angle°	Temp	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	20.1	2	27.2	6'	6.28'	160	844
2	20.1	1	27.4	6'	6.28'	161	835
3	20.1	5	27.6	6'	6.28'	163	842
Average				Drops 2,3		162	839

Drop #	Velocity ft/sec	Angle°	Temp	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	21.6	3	27.0	7'	7.25'	165	951
2	21.7	6	27.3	7'	7.32'	196	1188
3	21.7	6	27.5	7'	7.32'	201	1218
Average				Drops 2,3		199	1203



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TEST REPORT

CLIENT:	XGrass	REPORT NUMBER:	40029-5
	PO Box 579	LAB TEST NUMBER:	1888-1877
	Rocky Face, GA 30740	DATE:	January 9, 2008

Test Material: Superlawn Blend/Pro

Infill System: 3.25 lbs/ft² STF

Pad System: 2" Playground Pad

Sub Base: 2" Compacted Aggregate

Date of Receipt: December 12, 2007

Testing Period: January 8-9, 2008

Authorization: Ron Bennett

Test Requested: The submitted sample was evaluated for Shock Absorbing Properties in Accordance with the procedures outlined in **ASTM F 1292-04, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment**. A deviation to this standard was made at the request of the client who instructed TSI to substitute the following sub-base in place of concrete to comply with the client's installation protocol.

Test Results: Continued on the following pages ...

Prepared and signed by:

Erle Miles, Jr VP
Testing Services Inc



TESTING SERVICES, INC.
817 SHOWALTER AVE. • P.O. BOX 2041
DALTON, GEORGIA 30722-2041
PHONE: (706) 226-1400 • FAX: (706) 226-6118



Report #: 40029-5
Date: 1/9/08
Page: 2 of 2

Client: XGrass
PO Box 579
Rocky Face, GA 30740

Results:

Sample: Superlawn Blend/Pro with Infill System Over 2" Playground Pad
over 2" Compacted Aggregate

Tested Dimension: 18" X 18"

Test Procedure: ASTM F 1292-04

Impact Location: Center of Test Material

Missile: Hemispherical (Triaxial Accelerometer): Total Drop Assembly Weight (46g) 10 lbs

Test Equipment: Triax 2000 Surface Impactor
Date of Last Calibration: 4/25/06 by Alpha Automation

Sample Pre-Condition: 50±10% RH, 72F±5F for a minimum of 24 hrs prior to testing

Sample Conditioning: 8 hrs @ each reference temperatures prior to testing

<u>Temperature:</u>	<u>Maximum Drop Height That Gives a G_{max} of 200 or Less and a HIC of 1000 or less</u>
Ambient, 72°F (23°C)	9'
Hot, 120°F (49°C)	9'
Cold, 25°F (-6°C)	9'
<u>Critical Fall Height (CFH):</u>	9'

Reference G_{max} Curves Included



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Report#: 40029-5
Date: 1/9/08
Page: 3 of 5

Client: XGrass
PO Box 579
Rocky Face, GA 30740

Results

Temperature: 72°F (23°C)

Sample Condition: Dry

Drop #	Velocity ft/sec	Angle°	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	23.0	2	8'	8.22'	111	591
2	23.1	1	8'	8.29'	123	700
3	23.1	1	8'	8.29'	130	751
Average			Drops 2,3		127	726

Drop #	Velocity ft/sec	Angle°	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	24.4	4	9'	9.25'	138	815
2	24.4	3	9'	9.25'	149	985
3	24.4	0	9'	9.25'	154	988
Average			Drops 2,3		152	987

Drop #	Velocity ft/sec	Angle°	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	25.7	3	10'	10.26'	169	1159
2	25.7	3	10'	10.26'	175	1241
3	25.7	4	10'	10.26'	177	1269
Average			Drops 2,3		176	1255



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Report#: 40029-5
Date: 1/9/08
Page: 4 of 5

Client: XGrass
PO Box 579
Rocky Face, GA 30740

Results

Temperature: 120°F (49°C)

Sample Condition: Dry

Drop #	Velocity ft/sec	Angle°	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	23.0	1	8'	8.22'	136	739
2	23.0	0	8'	8.22'	140	771
3	23.0	3	8'	8.22'	146	783
Average			Drops 2,3		143	777

Drop #	Velocity ft/sec	Angle°	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	24.4	3	9'	9.25'	146	878
2	24.4	4	9'	9.25'	148	911
3	24.4	0	9'	9.25'	147	885
Average			Drops 2,3		148	898

Drop #	Velocity ft/sec	Angle°	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	25.7	3	10'	10.26'	207	1485
2	25.7	9	10'	10.26'	207	1397
3	25.7	7	10'	10.26'	186	1309
Average			Drops 2,3		197	1353

OUR LETTERS AND REPORTS APPLY ONLY TO THE SAMPLE TESTED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS. THESE LETTERS AND REPORTS ARE FOR THE USE ONLY OF THE CLIENT TO WHOM THEY ARE ADDRESSED AND THEIR COMMUNICATION TO ANY OTHERS OR THE USE OF THE NAME TESTING SERVICES, Inc. MUST RECEIVE OUR PRIOR WRITTEN APPROVAL. THE REPORTS AND LETTERS, AND OUR NAME, OUR SEALS, OR OUR INSIGNIA ARE NOT UNDER ANY CIRCUMSTANCES TO BE USED IN ADVERTISING TO THE GENERAL PUBLIC.

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Report#: 40029-5
Date: 1/9/08
Page: 5 of 5

Client: XGrass
PO Box 549
Rocky Face, GA 30740

Results

Temperature: 25°F (-6°C)

Sample Condition: Frozen

Drop #	Velocity ft/sec	Angle°	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	23.0	5	8'	8.22'	119	663
2	23.0	3	8'	8.22'	123	707
3	23.0	3	8'	8.22'	128	729
Average			Drops 2,3		126	718

Drop #	Velocity ft/sec	Angle°	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	24.4	4	9'	9.25'	115	694
2	24.4	6	9'	9.25'	131	830
3	24.4	3	9'	9.25'	136	871
Average			Drops 2,3		134	851

Drop #	Velocity ft/sec	Angle°	Drop Ht. / Actual	Drop Ht. / Theoretical	Gmax	HIC
1	25.6	7	10'	10.18'	162	1136
2	25.7	4	10'	10.26'	170	1192
3	25.7	1	10'	10.26'	175	1250
Average			Drops 2,3		173	1221



2810 Clark Avenue • St. Louis, MO 63103-2574 • (314) 531-8080 • FAX (314) 531-8085
Chemical, Metallurgical, Mechanical, Nondestructive, Environmental Testing, Analyses and Field Service.

X GRASS
1243 Cavender Road
Dalton, GA 30721

March 2, 2009
Lab No. 09C-0503
Invoice No. 104008
Page 1 of 1

Attention: Ron Bennett

REPORT OF ANALYSIS

MATERIAL: SofGrass Play Product
SUBJECT: Lead Analysis
STANDARD: CPSIA, Section 101
TEST METHOD: ASTM E 1613-04 (ICP-AES)
UNITS: Parts per Million (ppm)
METHOD DETECTION LIMIT: 80 ppm

RESULTS:

ANALYTE	SOFGRASS PLAY PRODUCT
LEAD	<80

The lead content of the tested product is in compliance with the requirements of the above-indicated standard.

Identification of tested specimens provided by the client.

RES/jmr

Robin E. Sinn
Laboratory Director



AN OFFICIAL COPY OF TEST REPORT WILL BE PROVIDED BY THIS LABORATORY ON REQUEST.
OFFICIAL COPY OF TEST REPORT WILL BE PROVIDED BY THIS LABORATORY ON REQUEST.



**TEST REPORT****DATE:** 05/30/2007**TEST NUMBER:** 108040

CLIENT	Challenger Industries
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TEST METHOD CONDUCTED	Surface Flammability of Carpets and Rugs (CPSC FF 1-70) also referenced as ASTM D2859
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DESCRIPTION OF TEST SAMPLE	
IDENTIFICATION	ELSL
COLOR	----
ROLL	----
CONSTRUCTION	Turf
FIBER	----
BACKING	----
REFERENCE	

GENERAL PRINCIPLE

This test method is intended to measure the response of finished textile floor covering materials when exposed to an ignition source under controlled laboratory conditions. It is applicable to all types of textile floor coverings whether constructed from natural or man-made materials.

TEST CRITERION

The uncharred area of the test specimen must be greater than one inch in at least seven of the eight specimens tested in order to meet the acceptance criterion.

TEST RESULTS

	SPECIMEN NUMBER							
	1	2	3	4	5	6	7	8
Uncharred Area (Inches)	3.6	3.7	3.6	3.6	3.6	3.7	3.5	3.6

NOTE: This Sample was tested on the face side.

This sample *PASSES* the Federal Flammability Standard DOC FF 1-70.

APPROVED BY:

This facility is accredited by the National Voluntary Laboratory Accreditation Program for the specific scope of accreditation under Lab Code 100297. This accreditation does not constitute an endorsement, certification, or approval by NIST or any agency of the United States Government for the product tested. This report is provided for the exclusive use of the client to whom it is addressed. It may be used in its entirety to gain product acceptance from duly constituted authorities. This report applies only to those samples tested and is not necessarily indicative of apparently identical of similar products. This report, or the name of Professional Testing Laboratory Inc. shall not be used under any circumstance in advertising to the general public.

**TESTING SERVICES, INC.**

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TEST REPORT

CLIENT:	Poly Green Foam	REPORT NUMBER:	43337B
	PO Box 513	LAB TEST NUMBER:	1978-4937
	Lamar, MO 64759	DATE:	December 11, 2008

TEST MATERIAL:

Material Identification
1.0" Poly Green Foam

SUBJECT:

Testing Services Inc was instructed by the client to determine the flammability of finished textile floor covering materials when exposed to an ignition source under controlled laboratory conditions.

TEST METHOD:

ASTM D 2859, Standard Test Method for Flammability of Finished Textile Floor Covering Materials as directed in Federal Document DOC FF 1-70.

SCOPE OF TEST:

This test method is part of the standards for the surface flammability of carpets and rugs of the U.S. Consumer Product Safety Commission. The acceptance criteria of this standard calls for the charred portion of at least seven out of eight individual specimens not extend to within 1" of the steel frame placed on top of the sample when exposed to a centrally placed methenamine pill tablet.

TEST RESULTS:

Specimen Number	Un-charred Area
01	>3.0"
02	>3.0"
03	>3.0"
04	>3.0"
05	>3.0"
06	>3.0"
07	>3.0"
08	>3.0"

CONCLUSION:

Summary:

0 Failures / 8 Passes

Overall Result:

Sample **Passes** Pill Flammability Testing

Approved By:

Erle Miles Jr VP
Testing Services Inc



***10 YEAR LIMITED WARRANTY AGAINST FAILURE
DUE TO EXPOSURE TO SUNLIGHT (PE)
(PE Monofilament, XP, LSR)***

Installation

XGrass warrants the installation for a period of ONE (1) year from the date of synthetic turf installation. This warranty includes the base installed by XGrass. If Sub-Base issues occur such as: sink holes, not properly filled fence post holes or playground poles, sprinkler systems, this is the responsibility of the owner.

Product

XGrass warrants that for TEN (10) years from the date of synthetic turf installation, the turf, when installed and maintained as recommended by the yarn & turf manufacturer, will retain at least 50% of its pile fiber. If any area or portion of the turf substantially changes, as distinguished from a change in texture, or if pile heights decrease 50% or more within ten years after its initial installation, XGrass will have all such areas or portions replaced with new turf of equivalent quality, excluding installation costs. XGrass also warrants that at the time of the initial turf installation, the synthetic turf will be free of manufacturing defects. Slight color changes will occur over the lifetime of this turf / carpet and is not considered an issue or basis for claim. All labor cost involved with the removal of the affected turf / carpet and reinstallation of the replacement carpet will be the responsibility of the purchaser.

Subject to the following limitations:

General provisions of this limited warranty apply only to the wear of the turf with regard to ultraviolet degradation, and do not apply to damage incurred during installation, improper underlay, pile crushing, willful or negligent abuses, or damage by machinery or equipment, nor does it apply when the turf is not professionally installed by an approved installer. This limited warranty does not apply to installations on stairways or other uneven surfaces, nor does it apply to turf which has not been properly maintained.

The expressed limited warranty excludes all implied warranties, and said manufacturer shall in no event be liable for a breach of warranty in any amount exceeding the mill invoice price of the turf.

If dissatisfied, the original owner must submit notice of all claims under this warranty to XGrass within ten (10) years from the date of turf installation.

Limitations on Coverage

This warranty does not apply (1) if the product is used for any application other than sports fields, courts, greens, or landscaping & play areas, (2) to any damage caused during or on account of improper installation or repairs, (3) to the extent that any defect or damage is caused by:

- a. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect



- b. Improper design or failure of the sub-base of the sports field, green, court, or landscape
- c. Wear or abrasion caused by inadequate sub-base
- d. Wear or abrasion under swing sets, slides, and other high friction play equipment
- e. Wear due to lack of infill/no infill
- f. Movement of product due to lack of infill
- g. Use of infill products of an incorrect grade
- h. Failure to maintain infill products at the correct level (per FIFA accredited test institutes)
- i. Use of inappropriate footwear or sports equipment
- j. The playing surface being used other than for the purpose for which it was designed and installed
- k. Use of chemicals, herbicides, pesticides
- l. Use of improper cleaning methods
- m. Any harmful chemical reaction to the product caused by infill materials
- n. Acts of God or other conditions beyond the reasonable control of XGrass
- o. Post fibrillation after or during installation for purposes other than to get infill materials in place
- p. Failure to properly maintain, protect or repair the products or turf
- q. Packing, matting, or roll crush marks are inherent characteristics of turf / carpet manufactured using polypropylene/olefin and nylon fibers.
- r. Damage that occurs during the shipping/transportation process. All shipping claims must be filed against the truck line in question.
- s. Damage caused by reflection (melting) or other flammable materials

All synthetic turf is subject to normal wear and tear. Normal wear and tear is not a manufacturing defect and is not covered by this warranty.

Remedy

If a product fails to perform as warranted during the warranty period, XGrass will provide replacement product, F.O.B. Mill, for the product determined by XGrass or XGrass representative not to comply with the stated warranty, allowing the purchase price for the replacement product prorated for the number of months remaining in the unexpired warranty period. Purchaser shall be responsible for paying the portion of the purchase price for the replacement product not allowed by XGrass. XGrass shall not be responsible for removal of the defective turf or installation of the new.

Limitations on Liability

In no event shall XGrass be liable, whether on contract or in tort or under any other legal theory, for lost profits or revenues, loss of use or similar economic loss, or for indirect special, incidental, consequential, punitive or similar damages arising out of or in connection with the use, condition, possession, performance, maintenance, non-delivery or late delivery of the products, even if XGrass has been advised of the possibility of such damages.

XGrass shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any tests, inspections, or consultations conducted by



Purchaser or others. Claims must be submitted within 30 days after discovery of the alleged defect. Purchaser must promptly inspect all products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects, shortages, or non-conformities in the products are discoverable by inspection upon delivery of the products, all obligations of XGrass Industries to purchaser with respect to such defects, shortages, and non-conformities shall be deemed satisfied, and all products shall be deemed to be free of such defects, shortages, and non-conformities, unless Purchaser notifies XGrass of such defects, shortages, or non-conformities in writing within 30 days after the date of delivery.

Assignment

Purchaser may not transfer, convey, or otherwise assign all or any of its rights under this warranty.

Claims Procedure:

Claims must be signed and submitted in writing and delivered to:

XGrass
Ron Bennett
210 Howell Drive
Dalton, GA 30721

Email: ron@xgrass.com

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



XGrass Warranty
10 YEAR LIMITED WARRANTY AGAINST FAILURE
DUE TO EXPOSURE TO SUNLIGHT (PE)
(PE Monofilament, XP, LSR)

Product

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General provisions of this limited warranty apply only to the wear of the turf with regard to ultraviolet degradation, and do not apply to damage incurred during installation, improper underlay, pile crushing, willful or negligent abuses, or damage by machinery or equipment, nor does it apply when the turf is not professionally installed by an approved installer. This limited warranty does not apply to installations on stairways or other uneven surfaces, nor does it apply to turf which has not been properly maintained.

The expressed limited warranty excludes all implied warranties, and said manufacturer shall in no event be liable for a breach of warranty in any amount exceeding the mill invoice price of the turf.

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This warranty does not apply (1) if the product is used for any application other than sports fields, courts, greens, or landscaping & play areas, (2) to any damage caused during or on account of improper installation or repairs, (3) to the extent that any defect or damage is caused by:

- a. Burns, cuts, accidents, vandalism, abuse, negligence, or neglect
- b. Improper design or failure of the sub-base of the sports field, green, court, or landscape
- c. Wear or abrasion caused by inadequate sub-base



- d. Wear or abrasion under swing sets, slides, and other high friction play equipment
- e. Wear due to lack of infill/no infill
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- g. Use of infill products of an incorrect grade
- h. Failure to maintain infill products at the correct level (per FIFA accredited test institutes)
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Remedy

If a product fails to perform as warranted during the warranty period, XGrass will provide replacement product, F.O.B. Mill, for the product determined by XGrass or XGrass representative not to comply with the stated warranty, allowing the purchase price for the replacement product prorated for the number of months remaining in the unexpired warranty period. Purchaser shall be responsible for paying the portion of the purchase price for the replacement product not allowed by XGrass. XGrass shall not be responsible for removal of the defective turf or installation of the new.

Limitations on Liability

In no event shall XGrass be liable, whether on contract or in tort or under any other legal theory, for lost profits or revenues, loss of use or similar economic loss, or for indirect special, incidental, consequential, punitive or similar damages arising out of or in connection with the use, condition, possession, performance, maintenance, non-delivery or late delivery of the products, even if XGrass has been advised of the possibility of such damages.

XGrass shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any tests, inspections, or consultations conducted by Purchaser or others. Claims must be submitted within 30 days after discovery of the alleged defect. Purchaser must promptly inspect all products upon delivery. Anything herein to the contrary notwithstanding, to the extent that any defects,



shortages, or non-conformities in the products are discoverable by inspection upon delivery of the products, all obligations of XGrass Industries to purchaser with respect to such defects, shortages, and non-conformities shall be deemed satisfied, and all products shall be deemed to be free of such defects, shortages, and non-conformities, unless Purchaser notifies XGrass of such defects, shortages, or non-conformities in writing within 30 days after the date of delivery.

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XGrass
Ron Bennett
210 Howell Drive
Dalton, GA 30721

Email: ron@xgrass.com

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

