

## INSTALLATION ADDENDUM 1

1. GENERAL - Reasonable care shall be taken to preserve landscaping shrubs and bushes, but no warranty is expressed or implied as to condition or survivability of plants. Grass or turf shall be preserved to the best of our ability, however, should replacement be necessary, it is outside the scope of proposal and would constitute an additional cost to owner. Indentations in sod caused by heavy equipment running over it will not be repaired without additional cost to owner. Sod and dirt spoils produced by drilling holes for the equipment will be disposed of on site unless owner directs the removal of the spoils and covers the cost of the removal to a suitable dump site. Care shall be taken to preserve the integrity of irrigation systems that are within the scope of the proposed work. It should be noted that repair work would be performed by a licensed irrigation installer at owner expense beyond the proposal price. ALL ELECTRICAL LINES, GAS PIPES, WATER LINES, TELEPHONE CABLE AND CABLE TRANSMISSION LINES, AS WELL AS ALL PRIVATE UTILITIES WILL REQUIRE LOCATION BY THE OWNER. A CONFIRMATION NUMBER FROM "ARKANSAS ONE CALL" OR "OKIE ONE" WILL BE REQUIRED BEFORE INSTALLER PROCEEDS WITH DIGGING HOLES. CUSTOMER MUST PROVIDE INSTALLER WITH A COPY OF ANY AND ALL "AS

BUILT" PLANS AVAILABLE TO CUSTOMER SHOWING ANY UNDERGROUND LINES IN THE INSTALLATION AREA.

ARKOMA PLAYGROUNDS & SUPPLY IS NOT RESPONSIBLE FOR REPAIRING ANY UNDERGROUND LINES HIT DURING INSTALLATION THAT ARE NOT MARKED OR ARE NOT SHOWN ON PLANS PROVIDED TO INSTALLER. INSTALLER WILL CEASE ALL WORK AND NOTIFY CUSTOMER OF ANY UNDERGROUND LINES HIT DURING INSTALLATION AND WILL NOT PROCEED WITH THE INSTALLATION UNTIL CUSTOMER GIVES THE NOTICE TO PROCEED. It is suggested that temporary services for both telephone and cable be installed and left above ground to prevent service interruption.

2. SITE PREP - Minimal site prep is included in these estimates to achieve a final grade not to exceed 1" of surface grading with no removal of material. These estimates assume final grade with no more than 1%-2% slope for drainage was provided by General Contractor or by Customer. Arkoma Playgrounds & Supply assumes no liability for poor drainage or unleveled ground. There is a \$100.00 charge per employee if the installation crew arrives on site at the scheduled time and the site is not suitable for playground installation.

- 3. ROCK CHARGE If rock is encountered while drilling, and it becomes necessary to bring in special equipment to drill holes, a rock charge will apply equal to \$50.00 per hole with a \$900.00 minimum. A rock charge will be added to the final invoice based upon the above circumstances if necessary.
- 4. ACCESSIBILITY The proposal assumes that the playground site is accessible by a safe, level route for a Skidsteer loader. Arkoma Playgrounds & Supply will not assume any liability for broken sprinklers, drains, valve covers, landscaping, concrete sidewalks, curbs or any other fixtures in the path due to the operation of this equipment between the playground site and the offloading point for the equipment and materials. If the site is not accessible with this equipment, this proposal is invalid and will not be honored.
- 5. LONG CARRY A long carry charge may apply if the distance from the playground site to the off-loading point is greater than 50-75 feet depending on terrain and immovable obstacles such as retaining walls, fences, steep inclines and narrow passages. It is the customer's responsibility to notify Arkoma Playgrounds & Supply if these conditions exist so that a proper evaluation can be made and the proposal may be adjusted accordingly.
- 6. Customer will make every effort to assist the installation team in procuring an accessible route for the equipment delivery truck and the fall zone material delivery truck (typically a 42' Van or flatbed)

I have read the above Addendum 1 to the proposal for installation and will make every effort to inform and assist the Arkoma Playgrounds & Supply installation crew so as to eliminate obstacles to a safe and efficient installation of the playground equipment on our site. I agree to abide by these conditions.