

APPROVED

Nov 21 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-251

DATE: November 21, 2024

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: APPROVAL OF PROPOSED AMENDMENT TO CONTRACT NO. 3915 WITH LANDSCAPE STRUCTURES, INC. FOR AS-NEEDED PLAYGROUND AND WATER PLAY EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES

B. Aguirre _____

C. Santo Domingo _____

B. Jones _____

C. Stoneham _____

M. Rudnick _____

*N. Williams NDW

General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed Amendment No. 1 (Amendment) to Contract No. 3915 (Contract), in the form attached hereto as Attachment 1, to extend the term of the Contract by twelve months, subject to the approval of the City Council and the City Attorney as to form;
2. Find, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;
3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Amendment to the City Council and the City Attorney;
4. Authorize the Board President and Secretary to execute the Amendment upon receipt of necessary approvals; and,
5. Authorize RAP Staff to make any necessary technical changes to implement the Board's intentions.

SUMMARY

RAP continues to require the purchase and installation of playground and water play equipment with related accessories and services on an occasional and as-needed basis in order to build new, and retrofit and repair existing, park property.

Contract No. 3915 with Landscape Structures, Inc (Contract), which allows the contractor to provide playground and water play equipment with related accessories and services was approved by the Board on March 17, 2022 pursuant to Board Report No 22-063; the Contract is

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attached hereto as Attachment 2. The Contract made use of (piggybacked) Sourcewell's competitively bid contract with Landscape Structures, Inc. – a master intergovernmental cooperative purchasing agreement, which was competitively bid through a process wherein all purchasing parties were guaranteed the greatest discounted off catalog pricing of products and services. The term of this cooperative purchasing agreement was originally scheduled to expire on February 17, 2025, but the parties recently exercised a one-year option to extend the term to February 17, 2026 (Attachment 3). This extension provides additional flexibility to RAP and other parties whose contracts relied on Sourcewell's cooperative purchasing agreement to lengthen the term of their own contracts.

Under the proposed Amendment, the term of the Contract will similarly be extended to February 17, 2026. The maximum contract amount would remain \$5,000,000.00 per year for the purchase and installation of playground and water play equipment with related accessories and services. This amount is an estimate, and RAP does not guarantee that the maximum contract amount will be reached.

If the Contract is not extended, RAP could not immediately access Landscape Structures, Inc's services during the one-year extension period. RAP does not anticipate Sourcewell and Landscape Structures, Inc entering into another contract prior to the expiration of the existing purchasing agreement.

TREES AND SHADE

No projects are currently associated with this proposed Amendment. As such, there is no direct impact on trees or shade.

ENVIRONMENTAL IMPACT

No projects are currently associated with this proposed Amendment. As such, there is no direct environmental impact to be assessed at this time.

FISCAL IMPACT

Executing the proposed Amendment will enable RAP to carry out various construction and maintenance projects on an occasional as-needed basis, and has no immediate impact to RAP's General Fund as funding will be identified on a per project basis.

STRATEGIC PLAN INITIATIVE AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

Goal No. 3: Create and Maintain World Class Parks and Facilities

Goal No. 4: Actively Engage Communities

Outcome No 4: The health of young Angelenos, particularly children of low income families, is improved through greater access to regional parks.

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Result: The approval of this Report will enhance RAP's ability to achieve greater community engagement and participation throughout the City's vast park system

This Report was prepared by Brenda Velasco, Management Analyst, and reviewed by John Busby, Senior Management Analyst II.

LIST OF ATTACHMENTS

- 1) Attachment 1 – Proposed Amendment to Contract No. 3915
- 2) Attachment 2 – Contract No. 3915
- 3) Attachment 3 – Extension to Underlying Cooperative Purchasing Agreement

**AMENDMENT NO. 1 TO CONTRACT NO. 3915
FOR AS-NEEDED PLAYGROUND AND WATER PLAY EQUIPMENT WITH RELATED
ACCESSORIES AND SERVICES**

THIS AMENDMENT NO. 1 TO CONTRACT NO. 3915 (“AMENDMENT”) is made and entered into this _____ day of _____, 202___, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as “CITY”), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as “BOARD”) and LANDSCAPE STRUCTURES, INC. (hereinafter referred to as “CONTRACTOR”).

WITNESSETH

Whereas, on March 17, 2022, the BOARD approved Contract No. 3915 (hereinafter referred to as “AGREEMENT”) for AS-NEEDED PLAYGROUND AND WATER PLAY EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES (hereinafter referred to as “CONTRACT”) with a term starting April 14, 2022 and expiring on February 17, 2025, and authorized the Board President and Secretary to execute the AGREEMENT on behalf of the CITY; and

Whereas, the CITY and CONTRACTOR desire, by way of this AMENDMENT, to extend the original term of the AGREEMENT by an additional twelve months; and

Whereas, this AMENDMENT has been approved by the BOARD at its meeting on XXXX (Report No. XXXX).

Now, therefore, the CITY and CONTRACTOR hereby mutually agree to amend the AGREEMENT through this AMENDMENT as follows:

1. The first paragraph of Section 2.1 of the AGREEMENT entitled “Term” is hereby amended in its entirety and restated as follows in quotation marks:

“The term of this Agreement shall commence on the date of execution and expire on February 17, 2026, the expiration date of the SOURCEWELL CONTRACT with CONTRACTOR.”

2. Except as amended herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 1 TO CONTRACT NO. 3915, to be executed by their duly authorized representatives.

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

By _____

PRESIDENT

By _____

SECRETARY

Executed this _____ day
of _____, 20__

LANDSCAPE STRUCTURES, INC.

By _____

PRESIDENT

By _____

SECRETARY

Approved as to Form:

Date: _____

Hydee Feldstein Soto, City Attorney

By _____

Brendan Kearns, Deputy City Attorney

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: _____

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS
PRESIDENT

LYNN ALVAREZ
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TAFARAI BAYNE
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JOSEPH HALPER

TAKISHA SARDIN
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(213) 202-2640



ERIC GARCETTI
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MICHAEL A. SHULL
GENERAL MANAGER

ANTHONY-PAUL (AP) DIAZ, ESQ.
EXECUTIVE OFFICER &
CHIEF OF STAFF

CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

MATTHEW RUDNICK
ASSISTANT GENERAL MANAGER

JIMMY KIM
ACTING ASSISTANT GENERAL MANAGER

(213) 202-2633 FAX (213) 202-2614

April 14, 2022

Sent via email

Landscape Structures, Inc
601 7th Street South
Delano, MN 55328

Attention: Elaine Harkess, Contract Administrator

Gentlepersons:

Attached is Agreement No. 3915, executed April 14, 2022 between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and your organization, for as-needed playground and water play equipment with related accessories and services.

If you have any questions with regard to the Agreement at this time, please contact the undersigned at (213) 202-2640.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

TAKISHA SARDIN
Acting
Commission Executive Assistant II

Attachment: Agreement No. 3915

cc: City Controller
City Attorney
Departmental Chief Accountant
John Busby, Senior Management Analyst I, Special Operations



AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
LANDSCAPE STRUCTURES INC.

FOR AS-NEEDED PLAYGROUND AND WATER PLAY EQUIPMENT WITH RELATED
ACCESSORIES AND SERVICES

This Agreement (“Agreement” or “Contract”) is entered into this 14th day of April, 2022, by and between the City of Los Angeles, (herein referred to as “CITY”) a municipal corporation, Department of Recreation and Parks (hereinafter referred to as “RAP”), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as “BOARD”), and Landscape Structures Inc. (hereinafter referred to as “CONTRACTOR”), CITY and CONTRACTOR shall be referred to hereinafter as the “Parties”.

WHEREAS, the CONTRACTOR has been awarded a competitively bid contract by Sourcewell, a cooperative purchasing government agency located in Staples, Minnesota (“SOURCEWELL”), to provide playground and water play equipment with related accessories and services on an as-needed, non-exclusive basis pursuant to a Contract (hereinafter referred to as “SOURCEWELL CONTRACT”) awarded by Sourcewell to CONTRACTOR, with a term of February 17, 2021 to February 17, 2025 , as may be amended (SOURCEWELL CONTRACT #010521-LSI, attached hereto and incorporated herein by reference as Appendix A); and

WHEREAS, in accordance with Charter Sections 371(e)(2) and 372, and Los Angeles Administrative Code Section 10.15(a)(2), the City finds that it is in the best interest of RAP that competitive bidding is not practicable or advantageous or compatible with RAP’s interests in having available pre-qualified, as-needed contractors as it is necessary for RAP to be able to call on pre-qualified contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis with each individual project being awarded on the basis of availability of an as needed, pre-qualified contractor to perform the work, the price to be charged and the unique expertise of the contractor; and

WHEREAS, pursuant to Charter Section 371(e)(8), the CITY may piggyback on the SOURCEWELL CONTRACT with CONTRACTOR, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements, are an exception to the City’s competitive bidding requirements; and

WHEREAS, pursuant to Charter Section 371(e)(10), the services to be provided by CONTRACTOR are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP under this Agreement; and

WHEREAS, RAP desires to secure the technical, expert and professional services of a qualified contractor on an occasional and as-needed basis in order to enhance the recreational experience of the public; and

WHEREAS, in accordance with Charter Section 1022, RAP had determined it does not have available in its employ, personnel with sufficient time or necessary expertise to undertake the services provided under this Agreement in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with pre-qualified contractors to perform this work on an as-needed basis based on bids to be received from the prequalified contractors for each qualifying project for services under this Agreement; and

WHEREAS, CONTRACTOR is experienced in providing the services of the type required, is willing to perform such services, and can provide such services to RAP; and

WHEREAS, it is in RAP's best interest to secure these services from CONTRACTOR; and

WHEREAS, RAP has the need for playground and water play equipment with related accessories and services offered under the SOURCEWELL CONTRACT on an as-needed basis; and

WHEREAS, RAP has registered online with SOURCEWELL, which is a prerequisite for Participating Public Agencies who wish to use the SOURCEWELL CONTRACT; and

WHEREAS, the Contractor may be invited to bid on projects under this Contract on an as-needed basis (each a "Project"), and, if Contractor is awarded any such Project, Contractor has indicated its willingness to provide the necessary services for the Project upon the terms and conditions set forth in (1) this Agreement, (2) the SOURCEWELL CONTRACT, and (3) the bid notice/documents for the applicable Project and CONTRACTOR's response thereto ("Bid Documents"); and

WHEREAS, CONTRACTOR by written communication dated February 3, 2022 attached hereto and incorporated by reference herein as Appendix B, has expressly authorized RAP as a Participating Public Agency, to utilize the SOURCEWELL CONTRACT for the purchase of playground and water play equipment with related accessories and services.

NOW THEREFORE, RAP and the CONTRACTOR hereby agrees as follows:

SECTION 1 – PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTIFICATION.

1.1 Parties

The Parties to this Agreement are:

CITY – The City of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of RAP, having its principal office at 221 North Figueroa Street, Suite 300, Los Angeles, CA 90012.

CONTRACTOR – LANDSCAPE STRUCTURES, INC., having its principal office at 601 7th Street South, Delano, MN 55328.

1.2 Representatives

The City's representative will be (or any other RAP Management or City designee):

Michael Shull, General Manager,
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

With copies to:

Jimmy Newsom, Senior Management Analyst II
Department of Recreation and Parks
6335 Woodley Ave.
Van Nuys, California 91406
Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786
Email: jimmy.newsom@lacity.org

The Contractors representative will be:

Elaine Harkess, Contract Administrator
Landscape Structures Inc.
601 7th Street South
Delano, MN 55328

Email: elaineharkess@playlsi.com
Website: <https://www.playlsi.com>
Direct Telephone (763) 972-3391
Fax Number (763) 972-3185

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such changes shall be given, in accordance with the Section, within five (5) working days of the change.

CONTRACTOR shall address all questions and correspondence concerning plans to the following individual (or any other RAP Management designee):

Jimmy Newsom, Senior Management Analyst II
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave
Van Nuys, CA 91406
Email: jimmy.newsom@lacity.org
Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

SECTION 2 – TERMS OF THE AGREEMENT

2.1 Term

The term of this Agreement shall commence on the date of execution and expire on February 17, 2025, the expiration date of the SOURCEWELL CONTRACT with CONTRACTOR.

CONTRACTOR also agrees to comply with the Standard Provisions for City Contracts (Rev. 10/21) (v.4) attached hereto and incorporated herein by reference as Appendix C.

Such provisions include but are not limited to, Los Angeles Municipal Lobby Ordinance, Contractor Government Project Reference Sheet, Living Wage Ordinances, Service Contractor Worker Retention Ordinance, Equal Benefits Ordinance, Non-Discrimination Equal Employment-Affirmative Action Plan, Slavery Disclosure Ordinance, Minority Business Enterprise/Women Business Enterprise/Other Business Enterprise Subcontractor Outreach Program, City Insurance Requirements, Child Care Policy Program, Child Support Obligations, Americans with Disabilities Act, Prohibition Against Retaliations Notice and any additional Bonding requirements (See Appendix D Compliance Documents) and including Exhibit 1 Insurance Contractual Requirements.

RAP shall have the right to terminate this Agreement for its convenience, upon thirty (30) calendar days written notice to CONTRACTOR.

SECTION 3 - SCOPE OF SERVICES

3.1 Services to be provided by CONTRACTOR

Upon receipt from RAP of a Notice to Proceed (NTP) with specified work, the CONTRACTOR shall, in accordance with this Agreement and the SOURCEWELL CONTRACT, provide and install playground and water play equipment with related accessories and services to RAP on an occasional and as-needed basis on the same terms and conditions as the SOURCEWELL CONTRACT. The full description of the products and services to be provided by Contractor under this Agreement is as set forth in Contractor's response to the Request for Proposal, which is made a part of the SOURCEWELL CONTRACT attached hereto as Appendix A.

3.2 Conduct of Operations

- A. At all times, CONTRACTOR's work must conform to all current, relevant Federal, State and Local Municipal Building Codes which may include but not be limited to the California "Green Book" Building Codes, Universal Building and Electrical Codes, Los Angeles City Building and Electrical Codes.
- B. The Contractor shall endeavor to maintain good public relations at all times. Any work awarded under this Contract shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or RAP employees.

- C. A qualified Contractor supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The supervisor shall be available to RAP's Project Manager at all times during normal working hours. Avoiding contact with the Project Manager may result in suspension of work awarded under this Contract without extension of any such work.
- D. Contractor's working hours must coincide with those of the Department of Recreation and Parks (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays) and/or the hours required under each Project awarded. The Department of Recreation and Parks must first approve any deviation from these hours and/or work on weekends and/or holidays.
- E. The Contractor shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The Contractor shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of RAP at Contractor's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. The Contractor shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to Contractor as a "Single Employer" in accordance with CAL OSHA classifications. Contractor will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded under this Contract.
- I. The Contractor shall notify RAP's Project Manager at least twenty-four (24) hours prior to starting the work under this Contract.
- J. If the Contractor, after having officially started any project under this Contract, should discontinue work for any cause, the Contractor shall notify RAP's Project Manager of intent to do so, and shall further notify the Project Manager of the date of re-starting operations if such discontinuance or suspension is approved by RAP.

- K. All work awarded under this Contract shall be completed to the satisfaction of the RAP Project Manager. Work will be considered complete only when signed off by the RAP's Project Manager. Work shall be performed to the specifications as determined by the CITY.
- L. Failure to comply with any requirement contained herein may result in suspension or termination of project work awarded under this Contract without extension and compensation.
- M. The RAP Project Manager must approve any request for sub-contracting of work prior to such subcontracting.
- N. Contractor shall provide equipment, supplies and personnel for all tasks for all project work awarded under this Contract.
- O. Contractor shall comply with all provisions set forth in this Contract and the Bid Documents which identifies obligations, legal or otherwise, for which the Contractor must comply, including compliance with the applicable provisions of the Labor Code of the State of California relating to Public Works wages, including any prevailing wage requirements.
- P. For each Project awarded under this Contract, the Bid Documents for such Project as well as the Notice to Proceed (NTP) for such Project shall be fully incorporated into and made a part of this Agreement, and CONTRACTOR shall comply with all provisions and requirements and fully perform each and all of the provisions of this Agreement, the SOURCEWELL CONTRACT, the Bid Documents, and the Notice to Proceed which are required of it to be performed

3.3 Services to Be Provided by CITY

RAP's authorized agent (or other RAP management designee) will issue a Notice To Proceed (NTP) to the CONTRACTOR prior the start of any work.

RAP personnel will work cooperatively with CONTRACTOR to ensure timely review of all services provided by CONTRACTOR under this Agreement.

RAP will promptly act, review and make decision as necessary to permit the orderly progress of CONTRACTOR's work under this Agreement.

SECTION 4 – COMPENSATION AND INVOICING

4.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in the NTP for each individual Project. The total amount for this CONTRACT will not exceed Five Million Dollars annually, (\$5,000,000.00). The Contract amount is an estimate, and RAP does not guarantee that the Contract maximum amount will be reached. The professional service that RAP is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. RAP staff will monitor this not-to-exceed aggregate total.

4.2 Invoicing

Prior to the start of any work, CONTRACTOR must receive a NTP from an authorized agent of RAP. CONTRACTOR shall submit invoices to RAP for all work performed. Once work has been completed to the satisfaction of RAP, CONTRACTOR may submit an invoice for the agreed amount on the CONTRACTOR'S original proposal, as stated on the NTP, such amount to be consistent with the prices set forth in the SOURCEWELL CONTRACT (Appendix E). Invoices must include the CONTRACTOR'S name, date, address, contact phone number, summary of work completed, address/location of work completed, dollar amount originally proposed and the agreed on by RAP.

Invoices must be submitted to the following person (or other RAP management designee):

Jimmy Newsom, Senior Management Analyst II
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave
Van Nuys, CA 91406

Email: jimmy.newsom@lacity.org
Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

4.3 Compensation and schedule of payments

The CONTRACTOR's invoice will be reviewed and approved for payment by RAP's designated Project Manager (PM). Once signed off by the PM, payment will be processed by RAP'S Accounting Section for payment. RAP may take up to thirty (30) days for payment of invoice properly submitted, unless CONTRACTOR offers a discount for an early processed payment.

SECTION 5 - NON-EXCLUSIVITY

RAP and the CONTRACTOR understand and agree that this is a non-exclusive Agreement to provide services to RAP and that RAP may contract with other contractors to provide similar services during the term of this Agreement.

SECTION 6 - RATIFICATION

At the request of RAP, and because of the urgent need therefore, CONTRACTOR may have commenced performance of services required hereunder prior to the execution of this Agreement. By its execution hereof, RAP hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this Agreement, and CONTRACTOR's performance as such services.

SECTION 7 - INCORPORATION OF DOCUMENTS

This Agreement, appendices and incorporated documents represents the entire agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. This Agreement may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and CONTRACTOR, The following documents are incorporated and made a part hereof by reference:

- Appendix A. CONTRACT # 010521-LSI awarded on February 17, 2021 between SOURCEWELL and CONTRACTOR
- Appendix B. Written authorization dated February 3, 2022 authorizing RAP's use of Contract # 010521-LSI between CONTRACTOR and SOURCEWELL
- Appendix C. Standard Provisions for City Contracts. (REV. 10/21)(v.4)
- Appendix D CITY Compliance Documents
- Appendix E CONTRACTOR Price List
- Exhibit 1 Insurance Contractual Requirements

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Agreement, incorporating Exhibit 1, Appendix C, Appendix D, and Appendix E;(2) Appendix C; (3) Appendix B; and (4) Appendix A.

IN WITNESS THEREOF, the parties hereto have executed this Agreement to be executed by their duly authorized representatives on the dates indicated:

Executed this 23rd day of
March, 2022

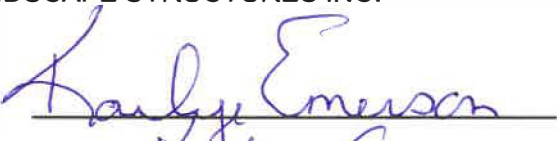
THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By 
PRESIDENT

By 
SECRETARY

Executed this 22nd day
of March, 2022

LANDSCAPE STRUCTURES INC.

By: 
PRINT Karlyc Emerson
PRESIDENT

By: 
PRINT Fred Castaneda
SECRETARY

Approved as to Form:

Date: 4/14/22

Michael N. Feuer
City Attorney

By 
DEPUTY CITY ATTORNEY

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Landscape Structures Inc., 601 7th St. S., Delano, MN 55328 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

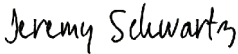
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell


Landscape Structures Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/15/2021 | 10:32 PM CST

DocuSigned by:

By: 1A3A8D886566403...
Fred Caslavka
Title: Chief Financial Officer
Date: 2/15/2021 | 11:44 AM PST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/15/2021 | 10:43 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: Landscape Structures Inc.
Does your company conduct business under any other name? If yes, please state: No
Address: 601 7th Street S.
Delano, MN 55328
Contact: Elaine Harkess
Email: elaineharkess@playlsi.com
Phone: 763-972-5243
Fax: 763-972-3185
HST#: 41-0971842

Submission Details

Created On: Friday November 20, 2020 15:44:26
Submitted On: Tuesday January 05, 2021 14:56:03
Submitted By: Elaine Harkess
Email: elaineharkess@playlsi.com
Transaction #: 9a53de68-bd30-44d7-924d-6248bbd8d68b
Submitter's IP Address: 96.39.128.58

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Landscape Structures Inc.
2	Proposer Address:	601 7th ST S Delano, MN 55328
3	Proposer website address:	https://www.playlsi.com/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Fred Caslavka Chief Financial Officer 601 7th ST S Delano, MN 55328 fredcaslavka@playlsi.com 763-972-5362
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Elaine Harkess Contract Administrator 601 7th ST S Delano, MN 55328 elaineharkess@playlsi.com 763-972-5243
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Smith Vice President of Sales 601 7th ST S Delano, MN 55328 DavidSmith@playlsi.com 763-972-5205

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Landscape Structures celebrates its 50th Anniversary in 2021. Our vision is to be the industry leader in innovation and operational excellence, have the best sales consultants and be the most highly recognized manufacturer of commercial playground equipment. We strive to offer world class service and products with our continuous improvement processes, and values-based employee culture.</p> <p>Landscape Structures was founded in 1971 by Steve King and Barb King (1947-2008). Steve is a landscape architect with a keen eye for beautiful aesthetics and functionality. Steve is also the creator of the concept of continuous play and was the first to interconnect play events including slides, climbers, horizontal ladders and more. The continuous play concept allowed him to create more play value in a smaller space and encourage more social interaction and skill development among children. Barb was educated as a home economist with a talent for organization development and the ability to plan, coordinate and execute. Their complementary styles and backgrounds proved to be the right combination as they turned a great idea into a successful business. Now, almost 50 years later, the company is a global leader in the commercial playground industry with nearly 500 employees, approximately 500,000+ square feet of manufacturing space in Minnesota and over 300 playground consultants spread across the world.</p> <p>Landscape Structures is one of the few remaining independently owned manufacturers of playground equipment. We are 100 percent employee owned (ESOP), and each and every employee is committed to creating playgrounds and play spaces that encourage kids of all ages and abilities to learn persistence, leadership, competition, bravery, support and empathy through play. We push the limits to help kids realize there is no limit to what they can do today and in the future. Our core values--relationships, integrity, commitment, innovation, team and passion—enable us to fulfill our mission of enhancing the lives of children through play while honoring the environment. For a better tomorrow, we play today. Cofounder and Chairman Steve King is the only leader of a playground company who is also a landscape architect. With Steve's passion for creating playground products and designs that go beyond ADA requirements, we create truly inclusive play environments for children of all abilities. We also push the design envelope by creating some of the most creatively themed play events in the world, along with nature-inspired playground equipment that blends into the surrounding environments.</p> <p>Landscape Structures' overall reputation in the marketplace is based on offering leading edge innovation and best value. Independent research conducted with the recreation industry over several years indicated superiority in areas of product quality, product innovation, custom capabilities, environmental stewardship, and customer service. Our products are of the highest quality and best long-term value to the customer. Our attention to detail in manufacturing and design along with the durability and product performance in the field, has earned us this reputation. See attached Landscape Structures History for more detailed information.</p>
8	What are your company's expectations in the event of an award?	<p>Landscape Structures currently holds a Sourcwell contract (April 2017 thru April 2022 (extended in response to customer request)). We have seen sales under this contract nearly double from 2018 to 2020.</p> <p>If we are awarded a new Sourcwell contract, we expect the strong growth to continue. The Landscape Structures team is finishing one of the most challenging year's in our country's history with no lapse in service, no manufacturing delays and an increase in sales under our current Sourcwell contract. Our team continued to deliver at 99.1% on time with 94.3% clean shipments which was similar to the past 5 years. We have an established history and customer base to continue growing these sales. As customers look for more streamlined methods to make their purchases and purchasing vehicles to help make the most of their project dollars, we anticipate sales under cooperative contracts will continue to grow. With our strong dealer network and our ability to provide personalized service through that partnership, we believe our existing customers will continue to purchase Landscape Structures' products while at the same time referring new customers who will see the benefits of utilizing the Sourcwell contract.</p>

9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Landscape Structures Inc. (LSI) was a privately owned manufacturer until 2012 when it became 100% employee owned. Historically, we have only provided limited financial information to parties other than our financial institutions and insurance company. For competitive reasons we are very protective of this information.</p> <p>However, we understand our financial stability is a critical aspect in the decision-making process. Landscape Structures employs nearly 500 people who, once eligibility requirements are met, all participate as owners of the company through a qualified Employee Stock Ownership Plan and Trust. On December 31, 2020 our total assets were over \$90 million, our current ratio was 2.9 and our fixed charge coverage ratio was over 15.2 (U.S. Bank requires it to be no less than 1.15). We also have a \$20.0 million line of credit with U.S. Bank that is rarely drawn upon and had an outstanding balance of zero on the date of this response as well as on December 31, 2020, 2019 and 2018. PriceWaterhouseCoopers LLP has issued clean opinions for the each of the past 29 years they audited Landscape Structures Inc. The clean opinion for 2019 and 2018 is attached. We anticipate another clean opinion to be issued for 2020 when the audit is completed in August of 2021.</p> <p>Our current bonding capacity of \$10,000,000 is also testimony by an independent third party of their belief in our ability to meet our obligations. We have the ability to increase the limit but have not found a business need to do so. As you are probably already aware, sureties like International Fidelity Insurance Company (AM Best rating of A-, Financial Size Category VII) insure to a zero-loss ratio and base their limits on the financial substance and stability of the company they are bonding.</p> <p>We have supplemented this information with our bank and trade references. LSI has been working with U.S. Bank for over 29 years and many of our key suppliers over a similar time period. In totality this information should provide you with the assurance that we have the financial means to fulfill our short and long-term obligations.</p> <p>If you determine that the information is inadequate, I would welcome and appreciate the opportunity to discuss this so that I may address any of your concerns.</p> <p>Fred Caslavka, MBA, CMA, CPA (inactive) Chief Financial Officer and Risk Manager Direct: 763-972-5362 Cell: 763-221-0067 Report of Independent Auditors and Bank & Supplier References are attached.</p>	*
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Market share data is confidential and typically not disclosed. However, we are highly confident we hold significant market share. Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its U.S. market share at 22%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.</p>	*
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its Canadian market share at 25%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.</p>	*
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>Landscape Structures has never filed a petition for bankruptcy protection.</p>	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Landscape Structures is a manufacturer. We market our products through a global network of 50 independent sales organizations comprised of more than 700 sales and service people. The sales organizations have exclusive territories and are not allowed to carry competing product lines. In the U.S. these independent sales organizations provide full sales and service coverage for all 50 states. As a 100% employee owned company with Landscape Structures being the sole legal entity under which our products are sold, our sales organizations do not compete against other entities owned by us. In short, Landscape Structures is not owned by another company, nor do we own any other companies that are selling and marketing similar products that effectively compete against each other. Landscape Structures products account for more than 50% of the total revenue for 32 of the 36 North American sales organizations. The percentage increases significantly when complimentary lines and services such as surfacing and installation are included. All of which would not be sold if it were not for the sale of our products.</p> <p>The distribution structure at Landscape Structures is led by our Vice President of Sales, two North American Regional Sales Managers, Custom Sales Manager and International Sales Manager.</p> <p>The independent sales organizations each maintain a team of sales representatives and support staff who serve the clients in their respective territories. Our sales organizations have been with Landscape Structures for an average of 25 years with several of our largest currently being led by the 2nd generation. Our shared values and commitment to serving our customers are the foundation of our relationship. The long tenure has resulted in strong synergies and shared quality, service and delivery values. We consider our sales channel true partners, and an integral part of the Landscape Structures family.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>The playground industry does not require any special licenses to be held by manufacturers.</p> <p>Landscape Structures is proud to be at the forefront of an industry that cares about children. We promote healthy kids and a sustainable world. We are one of the founders of the International Play Equipment Manufacturers Association (IPEMA), an organization that promotes quality and safety for all playground manufacturers. It is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment of which Landscape Structures has been a member in good standing since its inception. In the interest of playground safety, IPEMA provides a Third Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 and 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment Standards, except clauses 9.8, 10 and 11; or both. The use of the corresponding logo in the Landscape Structures catalog signifies that Landscape Structures Inc. has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standards.</p> <p>CSA: The Canadian Standards Association. Nearly all equipment developed by Landscape Structures is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA.</p> <p>CPSIA Safety Compliance: At Landscape Structures, product safety is a top priority. We believe there is no investment more valuable than the protection and safety of our children. That's why we always strive to go beyond the minimum safety requirements and build this value into every piece of playground equipment we produce.</p> <p>The Consumer Products Safety Improvement Act (CPSIA) of 2008 specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare articles. Landscape Structures has tested hundreds of materials to validate compliance to this safety act.</p> <p>All products manufactured and distributed through Landscape Structures meet or exceed the requirements of the CPSIA.</p> <p>ISO Certification: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide.</p> <p>ISO 9001:2015 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality.</p> <p>ISO 14001:2015 drives us toward operating in a manner that is environmentally conscious.</p> <p>Both standards provide guidelines for establishing a company's quality and environmental management programs. In 1998 Landscape Structures became the first play equipment manufacturer to be certified in ISO 9001 and ISO 14001. Annual audits by a 3rd party are required to maintain these certifications which LSI has done successfully for each year since 2015 through the date of this response.</p> <p>What does this mean to a customer?</p> <p>This means that a customer can purchase from Landscape Structures, a premier commercial playground equipment manufacturer, with confidence because we have the</p>

		<p>processes in place to consistently manufacture the highest quality products while being conscious of how we are impacting the environment.</p> <p>Although not an industry requirement, Landscape Structures requires members of our staff to be certified by the National Playground Safety Institute (NPSI). This includes many of our product development team, playground design team and our technical services (installation support) team. This ensures our customers receive the benefit of the knowledge of and compliance with government standards. This occurs at all levels from the development of the equipment, design of the play structures, through installation and maintenance services.</p> <p>In addition, many key staff members are actively involved in the development of the standards for our industry. Steve King, co-founder and chairman, is an American Society of Landscape Architects (ASLA) Fellow, a Certified Playground Safety Inspector, and a founding member and past President of IPEMA (International Play Equipment Manufacturers Association). Steve has been chairman of a task group of the American Society for Testing and Materials (ASTM) that worked with the U.S. Consumer Products Safety Commission (CPSC) to update the ASTM F1487 Specification: a voluntary safety and accessibility standard for public playground equipment designed for children ages 2 to 12. His task group had the added responsibility of developing playground accessibility standards to comply with the Americans with Disabilities Act (ADA). Landscape Structures was also the first company to develop new playground events specifically meeting ADA requirements. Randy Watermill, Vice President of Product Development, has been with Landscapes Structures Inc. for 27 years. Randy serves as a committee member for ASTM, has served as President of IPEMA, and is currently the Treasurer of IPEMA. He is certified by NRPA as a Certified Playground Safety Inspector (CPSI). Tom Fitzpatrick, P.E. Product Development Engineer, has been with Landscape Structures for 15 years. Tom serves as a committee member for ASTM, is a member of the IPEMA Equipment Certification Committee and is certified by NRPA as a Certified Playground Safety Inspector (CPSI).</p> <p>Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Florida, Hawaii, Idaho, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee and Washington (other states may not require them) allowing us to provide turn-key solutions to our customers in all of the states.</p> <p>Third Party Certifications</p> <p>Landscape Structures requires all playground equipment installers, with which we subcontract, to be manufacturer trained. Once trained, these installers are issued a Certified Installers Certificate. Many of our installers are also NPSI trained and Certified Playground Safety Inspectors. Installers are expected to maintain required permits and licenses applicable in their state to perform their work in a legal and professional manner. If required by local regulations, installers may also be required to be OSHA certified.</p> <p>Most members of our independent sales team are NPSI certified. This ensures that when they are meeting with a customer, the customer has the assurance of working with an experienced and knowledgeable playground expert. Our sales organizations hold necessary contractor licenses as required.</p>
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE – Landscape Structures has never been suspended or debarred.

*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • 2020 Nineteen-year participant in the annual EPCOT International Flower & Garden Festival (since 2001) • 2019 Landscape Structures was honored with the Best in Show award at the NRPA Annual Conference in Baltimore, MD • 2018 Landscape Structures recognized for its Total Retirement Offering at the 2018 Plan Sponsor of the Year Awards. The company was honored for its innovation in helping employees reach a secure retirement. • 2017 Landscape Structures receives a LAMMY Advertising Award for Best Message by Landscape Architecture Magazine • 2016 Winner of the Episerver™ North American Website Awards for Best B2B Website • 2016 Winner of Minnesota PRSA Classics Award for community relations campaign on inclusive play • 2015 Pat Faust inducted as an Honorary Member of the American Society of Landscape Architects (ASLA) • 2015 Landscape Structures receives Landscape Architecture Magazine Advertising Award (LAMMY) for Most Persuasive ad • 2015 Winner of Landscape Architect Magazine's Advertising Award (Lammy) for Best Graphic Presentation
17	What percentage of your sales are to the governmental sector in the past three years	Sales to the government sector accounts for 52% of our sales over the last 3 years. The government sector comprises the majority of our sales. This segment is critical to our business and growth prospects, as well as our overall success.
18	What percentage of your sales are to the education sector in the past three years	Sales to the education sector accounts for 32% of our sales over the last 3 years. The education sector also makes up a significant portion of our sales and is key to our business and growth prospects, as well as our overall success.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Landscape Structures currently holds cooperative purchasing contracts with the following agencies:</p> <p>Sourcewell HGAC NASPO ValuePoint NCPA National IPA/Omnia Partners TIPS New York State Contract Ohio State Contract Minnesota State Contract California Multiple Award Schedule (CMAS) KCDA (King County Directors Association)</p> <p>Please see attached document "Cooperative Purchasing Contracts" for annual sales volume for 2018-2020.</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures does not hold any GSA contracts or Standing Offers and Supply Arrangements.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles Department of Recreation & Parks	Michael Shull, General Manager michael.a.shull@lacity.org	818-524-9053
Maryland National Capital Park & Planning Commission	Bridget Stesney, Division Chief Bridget.Stesney@pgparks.com	301-699-2533
Arlington Heights School District #25	Ryan Schulz, Buildings & Grounds Director ryanschulz@sd25.org	(847) 506-6900

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
See attached	Government	New York - NY	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached
See attached	Government	ON - Ontario	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached
See attached	Government	California - CA	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached
See attached	Education	New Mexico - NM	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached
See attached	Education	Illinois - IL	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Landscape Structures does not have a direct sales force. We partner with a network of exclusive independent sales representatives, led by our Vice President of Sales, two North America Regional Sales Managers, a Custom Sales Manager and International Sales Manager. We have an internal customer experience team who works with our distributor network supporting service on a daily basis.
24	Dealer network or other distribution methods.	Landscape Structures' sales team is comprised of 50 independent organizations, 36 in North America and 14 internationally. A total of 300+ salespeople focus 100 percent of their attention on the sales and service of the products considered in this RFP. Landscape Structures playground equipment, fabric shade, water play equipment, site amenities, fitness equipment and surfacing are our sales reps' primary business. They also carry complementary product lines and services so their total offering of products and services provide member agencies with a turn-key solution for their park and playground needs.
25	Service force.	Landscape Structures' goal is to provide the highest quality of service possible. We understand it is a journey that will never end which meshes perfectly with our continuous improvement culture. Our customer experience team is a long tenured group whose job is 100 percent customer service focused. The team's slogan is "we support play". These team members support specific geographical territories and focus on everything service related including presale designs through post installation field support. They have ISO-audited standard work processes that have proven to be very successful. Responses are same day. Our corrective action process includes meeting weekly to review any issues and discuss proactive opportunities for greater service. In addition, Landscape Structures' technical services team has two full-time staff members devoted to installation concerns and questions from both professional installers and customers. Our technical services team is available 24 hours a day, 7 days a week via a toll-free hotline.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Hours of operation vary between local offices but are typically 8 a.m. to 5 p.m., Monday through Friday. Many offices have personnel available for early morning, evening or weekend appointments to accommodate their customers. Landscape Structures' customer experience team members, referenced earlier, are available from 7 a.m. to 6 p.m. CT, Monday through Friday. Furthermore, our contact center representatives are available from 8 a.m. to 5 p.m. CT, Monday through Friday. We also offer a toll-free hotline for installation questions 24 hours a day, 7 days a week. Landscape Structures has a standard work, ISO audited customer service program. Our primary process is called CCN (customer contact note). CCNs come in from the field and address concerns about shipping shortages, freight damage, warranty issues, etc. We respond to CCNs within 24 hours, document and review weekly with operations. This process results in corrective action and continuous improvement efforts. Replacement parts are another unique aspect of Landscape Structures customer service and manufacturing expertise. We are the only play equipment company in the world that supplies replacement parts irrespective of the age of the equipment. The replacement parts will be identical to the original equipment except in situations where the original product has been redesigned for safety or conformance reasons. In these situations, Landscape Structures will provide replacements that are similar in form, fit and function. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more. Standard lead time on replacement parts is nine business days, same lead time as provided on all of our standard play equipment. Upon request most standard hardware can be supplied next day while common painted welded parts can be shipped within 24 to 72 hours. Part of our post-sale customer service is a customer satisfaction survey that is sent out eight weeks after every order is shipped. Feedback and results of those surveys are recorded, shared and followed up with our local representative organizations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Landscape Structures has nearly 50 years of experience successfully providing the products and services represented by this RFP to the same customer base Sourcewell represents in their participating entities. We have a network of independent sales representatives which covers all areas of the United States including Alaska and Hawaii. In cooperation with our sales channel, we are dedicated to continuing our legacy of providing premier products and services to the same customers Sourcewell serves.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Landscape Structures has the ability and willingness to offer Sourcewell in Canada. We have a long-established and successful sales network covering all Canadian provinces and territories and have a growing market share (currently estimated at 25%) in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Landscape Structures has the ability and fully intends to serve the entire United States. In fact, we must serve the entire United States as that is what our current customer base currently requires and has required for decades. We have the ability to fully serve Canada but due to administrative challenges of direct selling in Canada we are not planning to include Canada immediately if awarded. We are continually evaluating the potential of contract sales in Canada and are open to including Canada if the interest from Canadian customers changes.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Landscape Structures has the ability and fully intends to serve all Sourcewell participating entity sectors. In fact, Sourcewell's entity sectors are currently and have been for over 30 years, our core customer base. We have built our business around serving these entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - Landscape Structures does not have any specific contract requirements or restrictions for participating entities in Hawaii, Alaska or any U.S. Territory.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Upon contract award and notification to our sales channel, our immediate plan would be to send out co-branded press releases and social media announcements. As is currently, Sourcewell's presence on our website would continue to provide links and all other pertinent contract details and information. In addition, we would continue to advertise our Sourcewell contract with our current trade audience and promote at applicable trade shows. We would continue to partner with our sales channel on direct mail and/or email campaigns to send to their local territories, markets and customers.</p> <p>Landscape Structures has a strong marketing team with specialists in communications, public relations, advertising, graphic design, multimedia design and production, web and social media. Our marketing materials are innovative, professional, and reflect our brand image of quality and customer focus. We have the ability to create and collaborate on the most effective marketing approaches to promote the contract whether the format is digital or printed. We have robust capabilities and produce most of our marketing materials internally. Four examples of internal marketing materials are included in an electronic format. Examples included with this RFP are Play Catalog, SkyWays Catalog, Aquatix Catalog, and Hedra Brochure.</p> <p>In addition, Landscape Structures' entire product line can be viewed and/or downloaded directly from our Virtual Catalogs page on our website. Visit https://www.playlsi.com/en/view-playground-catalogs/ to view the most current version of our catalogs and product brochures.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Landscape Structures uses the latest technology as it relates to our digital footprint. Our public website, playlsi.com, will continue to promote the Sourcewell contract. Our representative organizations rely on PlayCentral, our extranet, as a source of information where all of the contract details and marketing tools are available 24 by 7. We are active participants in social media outlets such as Facebook, Twitter and Instagram, as well as sending regular email communications to our client base. Additionally, we invest in ongoing organic and paid search efforts to improve our visibility to the marketplace. We would use a variety of digital vehicles to promote the Sourcewell contract and are open to, and constantly search for, new outlets to communicate awareness of the contract. In addition, our sales channel uses their websites, social media, email and other local and regional marketing to further the reach of Landscape Structures messages.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Our view of Sourcewell's role in promoting an awarded contract is a collaborative one. As we have done in the past, we would request that Sourcewell staff participate in webinars and live meetings with our rep network. We would also continue to ask for assistance with specific agencies when needed. We want to be included in Sourcewell's marketing efforts among other contract holders to bring depth and strength to the program. We also appreciate Sourcewell's participation in conferences specific to our industry such as NRPA. We will continue to collaborate with Sourcewell on new marketing opportunities. Sourcewell is already integrated into our sales process with many of our sales reps leading with Sourcewell as their primary contract vehicle. Our sales leaders would continue to educate and promote the Sourcewell contract to new and existing sales reps. We will update the current Sourcewell specific marketing to further encourage use of the contract.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>No. Due to the unique nature of designing play structures and playground environments to meet individual customer needs and comply with government regulations (CPSC, ASTM, ADAAG) applicable to public playgrounds, it is not feasible to provide online ordering. To date, governmental and educational customers have not expressed any interest in purchasing our products and/or services in this manner.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Landscape Structures offers many education and training sessions free of charge. "Playground Safety and Maintenance – Keeping Your Playground Safe and Compliant" is one of the topics provided in our Learning Academy program. Other topics offered are: Designing Natural Play Environments; Inclusive Play; Designing Fitness-Focused Playgrounds. The Landscape Structures Learning Academy provides opportunities to customers to earn CEUs (Continuing Education Units - Park and Recreation) or PDHs (Professional Development Hours - Landscape Architects) and gain valuable information they can use in their everyday work. Landscape Structures is an Authorized Provider by the International Association for Continuing Education and Training (IACET). In obtaining this approval, Landscape Structures has demonstrated that it complies with the ANSI/IACET Standards, which are widely recognized as standards of good practice internationally. As a result of our Authorized Provider status, Landscape Structures is authorized to offer IACET CEUs for its programs that qualify under the ANSI/IACET Standards. IACET is the organization NRPA uses for accreditation. All trainings provided are optional. The trainings are a regular practice at Landscape Structures and available to all Sourcewell members, either in person or online. See attached Learning Academy brochure for more information on courses offered or visit our website at https://www.playlsi.com/en/playground-planning-tools/education/continuing-education-seminars/
37	Describe any technological advances that your proposed products or services offer.	Landscape Structures invests heavily in the latest equipment and training to ensure the highest quality play equipment is provided to our customers. Our product development team of 25 professionals is the largest among U.S. based playground manufacturers. Our annual spend on technology exceeds \$4.5M. We implement the latest technology in our manufacturing processes in order for us to improve our service levels and expand our product offering. One example is DigiFuse® technology, which provides vivid, full-color, photo-realistic graphics to create one-of-a-kind playground designs. Images are fused onto metal panels using a proprietary process to create engaging graphical elements for the optimal combination of beauty, durability and play value. We continue to invest in new capabilities that enhance our innovation and allow us to lead the market. To see more of our capabilities, see attached brochures: DigiFuse Inspirations, Concrete Solutions and Custom Playgrounds.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Landscape Structures has a long-standing history of environmental awareness. Through our more than 75,000 playgrounds worldwide, we've helped create healthy kids and a sustainable world. Long before it was fashionable, Landscape Structures built a culture of sustainability, designing products that keep kids active, while going far beyond what was required to protect the environment during manufacturing processes.</p> <p>In fact, we began putting formal environmental processes in place more than 20 years ago, and Landscape Structures received its certification to the ISO 14001 environmental standard more than a decade ago. We are the first playground manufacturer in North America to receive that certification of environmental responsibility.</p> <p>Landscape Structures has been recognized as a Minnesota Waste Wise Leader for its outstanding waste reduction and recycling efforts.</p> <p>We partner with American Forests to plant trees to offset the carbon produced during the manufacturing of every play structure we sell, supporting the planting of more than 350,000 trees since 2010.</p> <p>In 2008, we received the Tekne Green Award for our commitment to sustainability. Landscape Structures believes in and practices building environmentally preferable playground products through one-playground flow manufacturing.</p> <p>"The foremost environmental protection is to design and produce products that last and perform for a very long time." -Steve King, Cofounder and Chairman, Landscape Structures Design</p> <ul style="list-style-type: none"> • Each person involved in the design and production of our play structures is an owner of the company, and quality and environmental stewardship are integral parts of our culture • Evos® playsystem: No PVC and provides a 30 percent smaller carbon footprint than traditional play structures • Weevos® playsystem: Offers a 17 percent smaller carbon footprint and is 100 percent recyclable at the end of its life. • Recycled Permalene® panels offer post-consumer recycled content of 73 percent. <p>Manufacturing</p> <ul style="list-style-type: none"> • Green Boards track the environmental aspects and impacts of each stage of production and document improvements made to reduce these impacts • Steel and aluminum arrive cut to length to eliminate waste • High-efficiency light fixtures reduce energy use • Recapture and use heat energy from curing oven • Industry-leading recycling rates for all manufacturing waste <p>Packaging</p> <ul style="list-style-type: none"> • Individualized, custom installation documents – no wasted pages • Automated wrapping to reduce waste • Most packaging materials are recyclable and are provided with recycling instructions <p>Transportation</p> <ul style="list-style-type: none"> • Whenever possible, playground equipment shipments are pooled to conserve the use of fossil fuels and limit the production of greenhouse gases

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NA - Landscape Structures does not currently have any third-party eco-labels or certifications in this category.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Landscape Structures is neither a woman-owned business nor a certified small business entity. We do utilize several woman-owned, minority-owned and/or small businesses through our supplier network, sales distribution channel and subcontractors. Our 100% ESOP owned company by definition cannot qualify for certification as a WMBE.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>We are particularly proud of our continuous improvement culture at Landscape Structures. This way of doing business measures the quality of our equipment and our total customer experience. "Cool Journey", our formal continuous improvement program, started in the Fall of 1999 and has dramatically improved our lead times, efficiencies and organizational effectiveness. Even though our standard lead time is two (2) weeks on standard products, our "lean" manufacturing practices and one order flow enables us to consistently manufacture an entire order within two days. The two-week lead time is set so that demand on production can be spread out or smoothed.</p> <p>Through our Kaizen events and daily improvement efforts, we have tackled thousands of issues throughout the company; from significantly improving paint line changeover times to decreasing the cost of our annual catalog. In all opportunities, the cross-functional thought and talent of our empowered employee-owners have found innovative solutions to help us run better, faster and smarter.</p> <p>Here is a sample of the improvements we have made that result in providing our customers with a premier experience:</p> <ul style="list-style-type: none"> • Manufacturing lead-time has been reduced from 40 days to 2 days. • Most replacement parts are shipped out within two business days. We have provided replacement parts on product that was installed in the late 1970s. Promptly responding to replacement part requests reduces the amount of time children can't play on the equipment and significantly reduces the chances of a child getting injured. We have maintained on-time, clean deliveries to our customers over 99.4% of the time for nine years running. No other play equipment manufacturer in the world does this. • If a customer contacts us with a challenge, we document it, trend it and drill down to the source to make sure it does not happen again. • Safety – Kaizen activity has focused on safety and ergonomics since the start of 2009. During one event alone we implemented over 50 improvements! <p>There are many things that distinguish Landscape Structures from our competitors: manufacturing excellence, the highest quality product, and product innovation are a few. Our biggest value to our customers is the total cost of ownership: our product is built to last. We have an unparalleled commitment to Inclusive Play and lead the industry with the movement to create the best play spaces for children of all abilities. We partner with experts and organizations that help us respond to societal issues. Topics such as fighting childhood obesity, bringing nature inspired play opportunities to children, creating multigenerational recreation areas, promoting intense engagement on the playground, exercising the mind and body through innovative play are just a few of the areas we take very seriously. We have capabilities like no other manufacturer to provide custom solutions to playground projects, an emerging trend in our industry. As an ESOP organization, the biggest differentiation Landscape Structures has is our people – a culture of ownership, pride, and continuous improvement.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Product warranties do not cover labor. If purchased through Landscape Structures, installation will be warranted for one year. See attached manufacturer warranties.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, Landscape Structures warranties do not impose usage restrictions.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. Due to the variables impacting travel time and mileage there is no feasible way to calculate these factors to cover all potential situations. Landscape Structures has playground equipment in both highly populated areas as well as very remote locations.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Although a certified technician/installer is not required to replace/install warranty parts on Landscape Structures playground equipment, it is highly recommended. We have a network of certified installers available in all areas of the continental U.S., Alaska and Hawaii. Sourcewell members should contact their local sales representative for assistance with service for warranty repair.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty issues for items made by other manufacturers would be passed on to the applicable equipment manufacturer. However, the bottom line is if the other manufacturer(s) does not support their warranty, Landscape Structures will work with the customer to make it right.
47	What are your proposed exchange and return programs and policies?	As an indication of our commitment to customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20 percent restock fee plus all return freight charges will apply to all product returns.
48	Describe any service contract options for the items included in your proposal.	Maintenance contracts are offered through some of our sales organizations.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 30 days from invoice date.
50	Describe any leasing or financing options available for use by educational or governmental entities.	Landscape Structures partners with NCL Government Capital (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Landscape Structures and NCL or any other leasing company. In addition, Landscape Structures is not incented financially to use NCL or any other leasing company.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	As we have been doing since April 2017, if awarded, all Sourcewell contract orders will be made directly between the customer and Landscape Structures with service provided through our sales network. Orders will be submitted to the corporate office. Once entered and processed, the customer will receive an order acknowledgement listing all the equipment and/or services they are purchasing along with the scheduled ship date of the order. This allows for internal auditing of each purchase order against the requirements of the contract and insures accurate quarterly reporting.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P-cards are accepted up to \$3,000 at time of order with no additional cost to the customer.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Landscape Structures strives to provide a fair and easily understood pricing model. Therefore, we are proposing a single discount percentage off list price (with a volume discount) on our park and playground equipment and a single discount percentage off list price for our Aquatix product line. Aquatix Mechanicals and Design Services and all ancillary products and services are priced on a guaranteed not to exceed model. A complete price list showing list price is attached. Price list includes unique model numbers for all products offered.</p> <p>Since its inception, Landscape Structures goal has been to provide the highest quality and innovative products and services at a fair price while providing exceptional value. Even though value is defined differently by each customer, Landscape Structures strives to attract and retain customers that define it with characteristics such as durability, great service, working with a manufacturer that “does the right thing” irrespective of the wording of the warranty, values relationships and gives back to the community. Throughout its history, Landscape Structures has NEVER had a “sale”. Unlike many other manufacturers, we don’t inventory finished product so “excess inventory” does not drive our spring or fall pricing. We do not offer “Grant” programs that are merely disguised discounts. We do not utilize a retail pricing model whereby the product is priced above market and offered at a significant “discount” to entice potential buyers to act so they can take advantage of the limited time “discount”. Our contract discounts are not intended to be recovered through higher markups on freight, installation or other products and services. When we became frustrated with competitors offering a “lifetime” warranty that included small print restrictions essentially reducing the warranty period to a few years, Landscape Structures began offering a warranty defined in years. The 100-year warranty on certain items seen today originated from this clarification.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Landscape Structures is proposing a six (6) percent discount off list price on Landscape Structures play and shade equipment.</p> <p>We are proposing a five (5) percent discount off list price on Aquatix® by Landscape Structures products.</p> <p>Mechanical and Design Services provided by Aquatix are priced on a line item basis.</p>
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>An additional two (2) percent discount off list price on Landscape Structures play and shade equipment is offered for orders exceeding \$80,000 in equipment (total discount of eight (8) percent). No additional discounts are offered for Aquatix.</p> <p>Volume rebate programs will be considered on a case-by-case basis with the Sourcewell member. Landscape Structures would extend that same volume discount program to all Sourcewell members, provided the same or similar volume commitment is given.</p>
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Landscape Structures local sales representatives work closely with individual customers to determine their unique playground project needs. Once the needs are identified, the sales representative works with local suppliers to propose applicable sourced products/equipment and services to provide a turn-key project.</p> <p>Installation services offered through our certified installer network is provided on a “not to exceed” percentage of list price of Landscape Structures equipment on a state-by-state basis. Sourced product/equipment and related services will be quoted on a cost-plus basis not to exceed a 25% margin. Landscape Structures custom products are quoted on a per project basis and receive the same discount applied to our standard equipment. Landscape Structures PebbleFlex® and AquaFlex® surfacing systems are quoted on a per project basis.</p>

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Bonding is not included in pricing. If bonding is required, the cost is 3% of the purchase order total payable to Landscape Structures. Also excluded are installation services, site preparation, unloading of equipment upon delivery, safety audits and inspections. All of these services can be contracted through Landscape Structures and they will be provided by qualified independent, third party vendors/contractors.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	To best serve our customers and provide them the best price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders which contain over-sized components that have been identified by our shipping department Once Landscape Structures receives an order, the product is entered in the computerized scheduling system. Based on the product ordered, a ship date is scheduled. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. The Scheduled Ship Date is included on this acknowledgement, which is mailed and/or emailed directly to the customer. If there are any conflicts with the shipping schedule, the customer works with their local sales representative to coordinate any adjustments. Landscape Structures has a 99.8 percent on-time shipping rate. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution for the customer. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order at a later date agreed upon by the customer and possibly expediting the shipment to meet the customer's requirements.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping, delivery, exchange and return programs for Alaska, Hawaii and other offshore orders are treated in the same manner as orders shipping to the continental United States with the exception of ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint cannot be shipped with the product, so it is shipped via air freight.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Landscape Structures prides itself on how it packages its products. We go to great lengths to ensure the product is delivered to the site undamaged. Landscape Structures will work with individual customers to accommodate any special shipping requirements. Individually marked hardware packets create efficiency for installation and accuracy of contents.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>All Sourcewell customer orders will be directly invoiced by Landscape Structures. As orders are received and submitted into our order processing system, they will be flagged as Sourcewell contract orders. A daily report is generated alerting our Contract Administrator of all contract orders keyed the previous day. This contract coding is also the basis for all quarterly reporting and administrative fee payments.</p> <p>All discounts on orders require a discount code which provides another checkpoint to ensure the order has received pricing in compliance with the contract. The Sourcewell discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing.</p> <p>All order keyers and accounting personnel are trained to review orders for contract compliance.</p> <p>Landscape Structures shares the responsibility for the contract discount with the local sales representative. If they fail to submit the order correctly, they do not receive Landscape Structures' share of the discount and must cover the entire amount themselves. This provides a monetary incentive for the sales representative to submit the order with the correct contract information.</p> <p>As an approved supplier on the Sourcewell contract for the past 3-½ years, we are unaware of any instances of non-compliance with the contract. We have incorporated the necessary controls to ensure compliance.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Landscape Structures is respectfully proposing consideration of a 1.5% administrative fee on the net sales price of all products and services (excluding freight, bonding fees and taxes). Even though we believe the current 2% fee is not a major deterrent, internally marketing the lower fee to our sales channel will make the Sourcewell contract that much more attractive for them to promote over other contracts in our portfolio.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Landscape Structures is offering a turn-key solution to the marketplace need for playground and recreation-related equipment, accessories and supplies.</p> <p>Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports & fitness equipment, site furnishings and splashpads. Turnkey services are offered to include design and site consultation, installation and site construction services.</p> <p>To complement and enhance park and playground projects, we can provide turn-key solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, waterplay, and independent safety audits. These are sourced products and services.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Playgrounds Recreation Shade Playground surfacing Outdoor exercise equipment Site amenities or furnishings such as picnic tables, benches and trash receptacles Aquatic solutions and splash pads</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Landscape Structures' products include playground equipment for all ages and abilities.</p> <p>Children ages 6 to 23 months are gaining strength, stability and motor skills, along with a host of other physical and cognitive skills.</p> <p>At ages 2 to 5, children are developing physical play and are thinking more creatively. We have many playground designs that offer age-appropriate play to test their motor skills, strength, agility and more. Equipment includes Weevos®, arches with no prescribed entry points; PlayShaper®, playgrounds scaled for preschoolers and PlaySense® and Smart Play®, preconfigured toddler playgrounds</p> <p>Our PlayShaper®, Smart Play®, Weevos®, PlaySense® and Smart Play® playsystems support physical and cognitive development by following standard learning curricula for infants, toddlers and preschoolers. They're also designed to meet the unique safety needs of these age groups</p> <p>Kids ages 5 to 12 need physical and mental challenges while they play. Our commercial playground equipment for 5- to 12-year-olds help them develop balance, coordination, muscle endurance, problem-solving skills, social skills and much more. Equipment includes Evos®, gyroscopic-shaped playground equipment; PlayBooster®, our gold standard in playground design, and PlaySense® and Smart Play®, preconfigured playgrounds</p> <p>Kids 13+ love to stay active through play. We offer a wide variety of playground activities that meet the needs of this group to keep them engaged and challenged. From challenging net climbers to outdoor fitness products, you'll find choices that this hard-to-please age group will love.</p> <p>Site Amenities and Furnishings include shade structures, picnic tables, benches, trash receptacles and more—all designed to coordinate with your playground. Choose from our, Nature-Inspired Collection, Vivid Collection and more. The right pieces will create a clean, safe and welcoming spot for the whole community.</p>

<p>67</p>	<p>Water play and aquatic recreational structures and equipment.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>With nearly 35 years of water experience, Aquatix (formerly Aquatic Recreation Company) is a leader in water feature, splash park, and spray park design, fabrication and construction. Pioneering integrated recirculation systems, the company provides a sustainable solution that empowers hours of innovative activity without water consumption limits, and the only manufacturer to offer a completely UL Listed system.</p> <p>By joining forces with leading playground equipment manufacturer Landscape Structures, Aquatix applies the ground-breaking design and innovation they are known for to the creation of imaginative new water experiences. Both Aquatix and Landscape Structures lead the way in forward thinking design, leadership in the industry, and all-around play knowledge.</p> <p>Designed and engineered in-house, Aquatix focuses on creating interactive water park and splash pad products that encourage kids to experience water in novel ways. From aim-and-sprays to dumping buckets, ground sprays and much more, our water products provide an inclusive, sensory-rich play experience in water for children of all ages and abilities. Aquatix products meet or exceed ADA standards of accessibility for inclusive water play. Recycled materials and earth conscious manufacturing practices make Aquatix a leader in sustainability in aqua play products. Even more, Aquatix offers versatility by being a water play design and engineering company that uses stainless steel, fiberglass, and GFRC materials.</p>
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68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Landscape Structures surfacing options include PebbleFlex® 2.0, a Landscape Structures product provided by Surface America, which combines the benefits of design, technology and safety into one revolutionary, high-performance breakthrough surfacing solution and AquaFlex® Porous Water Play and Pool Surfacing - Surfacing Solutions for Outdoor Water Play Areas.</p> <p>AquaFlex® Porous, a Landscape Structures product provided by Surface America, is the most common application for outdoor water play environments, such as municipal water play areas, splash pads and pool decks, as it allows water to penetrate through the surface. Even more, it helps evacuate water off the surface to allow for better traction.</p> <p>Landscape Structures combines the benefits of design, technology and safety into a revolutionary, high-performance breakthrough surfacing solution. AquaFlex® is the best surfacing option for your water play and pool deck needs.</p>
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Landscape Structures, and our local sales channel, partners with manufacturer-certified playground installers and local contractors to provide installation services and other site work related to your playground project to provide turn-key solutions. These relationships mean the customer receives the benefit of best pricing available.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Landscape Structures' sales leadership team uses Power BI to obtain current information on contract usage. The finance team also provides quarterly and annual contract usage reports to the executive and sales leadership teams. All contract sales are coded for easy data retrieval. Reporting shows how the contract is doing against company sales by month, quarter and against previous years. It provides sales data segmented geographically and by sales organization. In addition, it provides a comprehensive list of sales by order size and repeat customers. This reporting allows us to see where the contract is strongest and areas across the country that our sales leadership team can focus on to increase usage of the Sourcewell contract.</p>
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	<p>We believe good design matters. Whether realized or not, design affects our perceptions and experiences. Our environment influences how we engage, learn and develop.</p> <p>A playground is a social space, and every child is different. We design with these differences in mind, in ways that respect and honor each pathway, while offering fun and exciting new challenges. There's nothing better than seeing a child's curiosity rewarded with the joy of discovery.</p> <p>Safety is Our Top Priority. Kids are always finding new and inventive—but not necessarily safe—ways to play on or around playground equipment. And while they may scrape an elbow or bruise a shin, it's important to take steps to eliminate the risk of more serious mishaps. We make playground safety a top priority at Landscape Structures, and we'll help keep kids safe with our age-appropriate products, safety surfacing and shade systems. We certify our products comply with standards to help keep your kids safe while they play.</p>

Landscape Structures has been actively involved with ASTM International (formerly American Society for Testing and Materials) in the development and on-going updates to ASTM F1487 (Standard Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufacturers Association (IPEMA).

All standard products covered under the scope of the Standard in our 2020 (and upcoming 2021) Playground Catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487-17 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify product certification, visit www.ipema.org.

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010, with the exception of Rhapsody Outdoor Musical Instruments. Most of our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

The company has had continuous certification to the quality standard, ISO 9001, since 1996 and to the environmental standard, ISO 14001, since 1998. The pursuit of ISO certification helped Landscape Structures establish its quality management systems and establish the infrastructure for continued growth.

Landscape Structures received our ISO 9001 certification in 1996 and were the first U.S. commercial playground equipment manufacturer to achieve this standard. In 1998, we were certified to ISO 14001 as the first U.S. playground equipment manufacturer and seventh company in the state of Minnesota to achieve the highest standard for conservation and recycling process. We comply with the latest versions of both the 9001 and 14001 standards for both our play and shade divisions.

What this means is that you can purchase park and playground equipment from us with confidence because we have processes in place to manufacture a quality product while being conscious of how we are impacting the environment.

We offer a playground safety program to help teach elementary school students the importance of safe play. The program, featuring the Super Safety Team, Guardians of the Playground, contains practical tools for schools.

In addition, Landscape Structures has developed and made available Continuing Education Sessions approved by both the International Association for Continuous Education and Training (IACET) and the Landscape Architecture Continuing Education System™ (LA CES). Sessions related to safety include the following:

- Maintaining Safe Play Environments
- Play it Cool: Have Fun in the Sun with Shade
- Designing a Safe Spray Park

Inclusive Play Allows Children of All Abilities to Grow Together. We believe all kids are created equal. That's why we create play environments using inclusive playground equipment that welcome kids and families of all abilities to learn, play and grow together.

Inclusive Play Design Philosophy: Our inclusive playground designs promote A Higher Level of Inclusive Play® by addressing accessibility, age and developmental appropriateness and sensory-stimulating activity.

Our team of designers follows the Seven Principles of Universal Design to create a playground that best fits the needs of those in your community:

1. Equitable Use. The design is useful to people with diverse abilities.
2. Flexibility in Use. The design accommodates a wide range of individual preferences and abilities.
3. Simple and Intuitive Use. Use of the design is easy to understand regardless of the user's experience, knowledge, language skills or current concentration level.
4. Perceptible Information. The design communicates necessary information effectively to the user regardless of ambient conditions or the user's sensory abilities.
5. Tolerance for Error. The design minimizes hazards and the adverse consequences of accidental or unintended actions.
6. Low Physical Effort. The design can be used efficiently and comfortably.
7. Size and Space for Approach and Use. Appropriate size and space are provided for approach, reach, manipulation and use regardless of user's body size, posture or mobility.

Universal Design is a framework for the design of environments, products, buildings, ideas and more with the express goal that they be usable by the widest range of abilities. This framework influences our Inclusive Play Design Philosophy to ultimately increase access, safety, comfort and social participation within our play environments.

		<p>To help achieve our goals, Landscape Structures works with the following partners because we believe in what they are doing to create equity through play. Giving all children the opportunity to play together teaches them about their differences and their commonalities, thus eliminating bias.</p> <ul style="list-style-type: none"> • Sensory Processing Disorder (SPD) Foundation and STAR Center • Inclusion Matters® by Shane's Inspiration • The Miracle League® <p>To learn more about our Inclusive Play Partners, visit our website at https://www.playlsi.com/en/playground-design-ideas/inclusive-play/partnerships/</p>
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	<p>Landscape Structures' Design Philosophy: Creating Space for Future Leaders</p> <p>We believe Design Matters. Play Matters More.®</p> <p>For us, design refers to what a play structure looks like as much as it does to the play value built into it. We simply cannot design one without the other.</p> <p>And for one good reason: Play value is what creates return visitors. That's why Landscape Structures designs play environments to be newly fresh and exciting upon every visit. Children enjoy a hive of activity that sparks the imagination, facilitates discovery and lends itself to new adventure.</p> <p>Integrated play opportunities ensure that there are always multiple options for a child's next move. Inclusive play spaces encourage children of all abilities to play alongside one another.</p> <p>And so we ask ourselves: Is it extremely fun? Once a playground has captured a child's attention, does it hold their attention better than a video game? Does it cause them to return on a regular basis? Do they bypass other playgrounds to get to it? Does it imprint itself upon their memory and become part of their childhood story?</p> <p>When those answers are yes, a destination playground has become a legend. By design.</p> <p>A Customized Experience – No company has more design talent, material options, advanced manufacturing capabilities or can provide more guidance to bring a unique destination to life. We learn about goals and vision, and work collaboratively to make it real.</p> <p>Whether a distinctive landscape, historical homage, custom fantasy or abstract wonderland, our design inspiration can jumpstart imagination. We strive to build something iconic together that will engage communities for decades.</p> <p>Landscape Structures has a long history of innovation and custom offerings. With our concrete operations, shade/heavy play capabilities as well as our basic manufacturing operations we have the ability to design and build almost anything our customers can imagine. We have a dedicated team of Custom Engineers and Custom Designers whose dedicated purpose is to design what the customer has envisioned. Whether the request is something as simple as adding a school logo or school colors to the play structure, creating a unique signage or as comprehensive as creating a completely unique themed playground we have the staff in place to make dreams come true.</p>

73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	<p>ISO: Landscape Structures is certified to the latest versions of both the 9001 and 14001 standards for both our play and shade divisions:</p> <ul style="list-style-type: none"> • ISO 9001:2015 standard has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality • ISO 14001:2015 standard drives us toward operating in a manner that is environmentally conscious <p>AISC - Certified Fabricator: Our SkyWays® shade products are certified to the American Institute of Steel Construction (AISC), which demonstrates our commitment to building in quality from the beginning. By complying with the rigorous standards established by the most recognized national quality certification program for the structural steel industry, you can feel confident about the superior quality of our shade products.</p> <p>The Consumer Product Safety Commission (CPSC) is a governmental organization that provides technical safety guidelines for designing, constructing, operating and maintaining public playgrounds. It is our opinion we conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010 with noted exceptions.</p> <p>Additionally, we meet or exceed the CPSC's Consumer Products Safety Improvement Act (CPSIA) of 2008. The CPSIA specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare products.</p> <p>CSA Group: Nearly all of our playground and park equipment is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA.</p> <p>IACET: We are approved as an Authorized Provider of continuing education and training by the International Association for Continuing Education and Training (IACET).</p> <p>IPEMA: We're proud to be a founding member of the International Play Equipment Manufacturers Association (IPEMA™), a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment. In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services, administered by TÜV SÜD America, validate our certification of conformance to the standards referenced below.</p> <ul style="list-style-type: none"> • ASTM F1487-11, excluding sections 7.1.1, 10 and 12.6.1 - Standard Consumer Safety Performance Specification for Playground Equipment for Public use • CAN/CSA-Z614-07 excluding clauses 9.8, 10, and 11 - Children's Playspaces and Equipment <p>Most of our playstructures are also designed to comply with the 2010 ADA Standard for Accessible Design.</p>
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Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		NO EXCEPTIONS REQUESTED

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Elaine Harkess, Contract Administrator, Landscape Structures Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2



February 3, 2022

City of Los Angeles
Department of Parks & Recreation
6335 Woodley Avenue
Van Nuys, CA 91406

RE: Sourcewell Contract 010521-LSI Playground and Water Play Equipment with Related Accessories and Services

To Whom It May Concern:

Landscape Structures Inc. authorizes the City of Los Angeles to utilize Sourcewell Contract 010521-LSI contract terms and conditions for park and playground purchases and related services.

Sincerely,

A handwritten signature in blue ink that reads 'Elaine Harkess'.

Elaine Harkess
Contract Administrator

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

____ **General Liability** _____

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

____ **Pollution Liability** _____

____ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____

____ **Crime Insurance** _____

Other: _____

Attachment II

COMPLIANCE PACKAGE

REQUEST FOR PROPOSALS/BIDS/QUALIFICATIONS

Los Angeles Department of Recreation and Parks
Contracts Unit
221 N. Figueroa St. Suite 180
Los Angeles, CA 90012
Telephone: (213) 202-5621
Fax: (213) 202-2614 (cover sheet required)



CITY OF LOS ANGELES
 DEPARTMENT OF RECREATION AND PARKS

COMPLIANCE DOCUMENTS –
REQUEST FOR BID
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SUB SECTION II – Compliance Documents to be submitted by Potential Awardees

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CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

SUB SECTION I

Compliance Documents to be submitted by All Respondents

SECTION A

RESPONDENT'S SIGNATURE DECLARATION AND AFFIDAVIT

With each Response, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

INSTRUCTIONS:

- a. Sign and Notarize the Document
- b. Submit with the Response

Signatures:

Individual:(e.g., Individual dba [Name or Company], etc.) – Individual must sign affidavit.

Partnership:At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the PRESIDENT and SECRETARY of the corporation sign the affidavit on behalf of the corporation, but a VICE-PRESIDENT may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

Note: An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the Corporation. An acknowledgement at the base of the Resolution must state it is unchanged, in force, and be signed by the Corporate Secretary with the current date.

AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

I/We, Pat Faust and Fred Caslavka

being first duly sworn, deposes and states: That the undersigned

President and CFO/VP of Finance

(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of Landscape Structures Inc.

(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal/bid/submission of qualification:

Affiant deposes and states: That said proposal/bid/submission of qualification is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal/bid/submission of qualification was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals/bids/submissions of qualification the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid/submission of qualification;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal/bid/submission of qualification price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal/bid/submission of qualification price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal/bid/submission of qualification depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal/bid/submission of qualification or cancellation of any concession contract awarded pursuant to this proposal/bid/submission of qualification.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

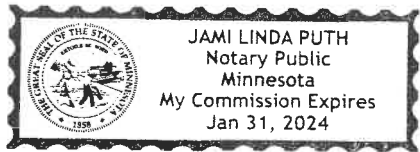
Minnesota
STATE OF ~~KALIFORNIA~~ COUNTY OF
~~LOS ANGELES~~ **Wright**
~~xxxxxxx~~

 Pat Faust President	 Fred Caslavka CFO/VP of Finance
---	--

Subscribed and sworn to before me this day of
4th day of February, 2022

(Signature) 

(Month/Year)(Date)



PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL

SECTION B

DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

All Responses submitted in response to the RFP/RFB/RFQ shall become the property of the City of Los Angeles and a matter of public record. Respondents must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

INSTRUCTIONS:

- a. Sign the Document
- b. Submit with the Response

Signatures:

The person signing must be authorized to bind the Respondent.

DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

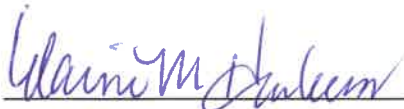
All proposals/bids/submissions of qualification submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal/bid/submission of qualification that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal/bid/submission of qualification that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’s obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

“I have read and understand the Disposition of Proposals/Bids/Submissions of Qualifications and agree that the City of Los Angeles may release any materials and information contained in the proposal/bid/submission submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal/Bid/Submission of Qualification.”



2/4/2022

Signature of person authorized to bind proposer

Date

Elaine Harkess, Contract Administrator

SECTION C

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

Responders must complete, sign, and return with their response the "Certification of Compliance with Child Support Obligations.", and agree to comply with all terms and conditions within. Failure to return the signed and completed certification with your response *will* result in your response being deemed non-responsive.

CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL
ITS VENDORS TO ADOPT A STATED POLICY ON CHILD
CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS
WITH STATED CHILD CARE POLICIES SHALL RECEIVE
PREFERENCE IN CONTRACTING WITH THE CITY OF LOS
ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the "Child Care Declaration Statement" form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the "Declaration Form".

- III. Definition of a Stated Child Care Policy – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
- A. **EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –**
Group care for children (may range from twelve (12) to three hundred (300) children), in a licensed setting such as a preschool or other center, which may serve infants, toddlers, preschoolers or school- age children; the center receives funds, goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.
- B. **EMPLOYER SUBSIDIZED CHILD CARE HOME(S)**
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.
- C. **CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS**
Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.
- D. **CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE**
System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.
- E. **PAID PARENTAL LEAVE**
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- F. **PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS** Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.
- G. **SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.
- H. **CHILD CARE REFERRAL SERVICES**
A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).
- I. **PARENTING SEMINARS**

Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.

J. COUNSELING OF A SELF-SUPPORTING CENTER

Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

K. START-UP OF A SELF-SUPPORTING CENTER

Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER

Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

M. FLEXIBLE WORK HOURS

Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of "core" working hours during which an employee must be present at the work site.

N. FLEXIPLACE/WORK-AT-HOME

Company offers employees the option to work in their homes; may be available part- or full-time.

O. PERMANENT PART-TIME/JOB SHARING

Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.

P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE

Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

Q. UNPAID PARENTAL LEAVE

Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM

Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

All Requests for Bids, Requests for Bids, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit Bids for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the proposal/bid/submission of qualification will result in the proposal/bid/submission of qualification being deemed unresponsive and being rejected.**

INSTRUCTIONS:

- a. Complete and sign the document
- b. Submit with the Response

**CITY OF LOS ANGELES
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

The undersigned hereby agrees that Landscape Structures Inc. will:
Name of Business

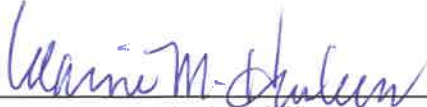
1. Fully comply with all applicable State and Federal employment reporting requirements for it employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontractors and that subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City of Delano, Wright County, Minnesota
City/County/State

2/4/2022
Date

Landscape Structures Inc. 601 7th Street S; Delano, MN 55328
Name of Business Address

 Elaine Harkess
Signature of Authorized Office or Representative Print Name

Contract Administrator 763-972-3391
Title Telephone Number

SECTION D

CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

<http://bca.lacity.org/>

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Bidder shall refer to "Contractor Responsibility Ordinance", for further information regarding the requirements of the ordinance.

All Bidders shall complete and return, with their Bid, the Responsibility Questionnaire (Exhibit E), see attachment file for Questionnaire) included in the Exhibit Section. Failure to return the completed questionnaire may result in a Bidder being deemed non-responsive. (CRO RFB Language – rev 7/1/03)

ARTICLE – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the ordinance, this contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its Bids to the responsibility questionnaire within thirty calendar days after any change to the Bids previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

2. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
3. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
4. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
5. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance and requirement to notify Awarding Authorities within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.403(a) of the Ordinance in performance of the subcontract.

INSTRUCTIONS:

The questionnaire must be completed, appropriately signed, and submitted with the proposal/bid/submission of qualification (Including All Pages Following).

CITY OF LOS ANGELES

CONTRACTOR RESPONSIBILITY ORDINANCE (Los Angeles Administrative Code Section 10.40 et seq.)

1. What is the Contractor Responsibility Ordinance?

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

2. When was the Ordinance adopted?

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

3. Who is responsible for the administration and enforcement of the Ordinance?

Three (3) departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

4. Are all service, procurement, and construction agreements subject to the CRO?

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for One Hundred Thousand Dollars (\$100,000.00) or more. Agreements to purchase garments are covered if they are for Twenty-Five Thousand Dollars (\$25,000.00) or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

5. When did the Ordinance become applicable?

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Bids and Requests for Qualifications, “sole-sourced” contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

6. If an IFB is subject to the CRO, what must a department do?

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

7. What is a Responsibility Questionnaire?

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer’s responsibility, as well as any information contained in the Office of Contract Compliance’s Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer’s prior performance on City contracts.

8. What must a bidder/proposer do when responding to an IFB?

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the proposal/bid/submission of qualification. If a bidder/proposer does not submit a completed Questionnaire with the proposal/bid/submission of qualification, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

9. Is a separate Questionnaire required for each IFB?

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

10. What will the City do with the Questionnaire?

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City’s Bidder/Contractor Responsibility website: www.lacity.org/bidresp. This posting also applies to “sole-sourced” contracts, so the completed Questionnaire from a proposed “sole-sourced” contractor must be forwarded to the appropriate DAA for posting.

How long will the Questionnaires be posted?

The Questionnaires will be posted on the internet for fourteen (14) calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

11. What happens during the fourteen (14) calendar-day posting period?

The general public will be able to review the Questionnaires posted. If, during the fourteen (14) calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

12. How does a department know that the posting requirement has been met?

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

13. Are contract amendments subject to the CRO?

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

14. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract.
- When applicable, provide the awarding authority, within thirty (30) calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

15. What happens if a contractor is found to be in violation of the Ordinance?

The DAA will notify the contractor that a violation has been found and give the contractor ten (10) calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

What about subcontractors?

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

16. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

17. Are there any exemptions under the Ordinance?

Generally, two (2) categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

18. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer

(a) question(s) when required, may render the proposal/bid/submission of qualification non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within thirty (30) days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City of Los Angeles Department of Recreation and Parks John Busby (213) 675-1786
City Department/Division Awarding Contract City Contact Person Phone

Landscape Structures, Inc. - For Playground, Shade, & Splash Play Equipment
City Bid or Contract Number and Project Title (if applicable) Bid Date

BIDDER/CONTRACTOR INFORMATION

Landscape Structures Inc. 840892
Bidder/Proposer Business Name Contractor's License Number

601 7th Street S Delano MN 55328
Street Address City State Zip

Elaine Harkess, Contract Administrator 763-972-3391 NA
Contact Person, Title Phone Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated 3 / 28 / 2016.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated _____ / _____ / _____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Elaine Harkess, Contract Administrator *Elaine M. Harkess* 2/4/2022
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 9

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: 4 / 28 / 1971 State of incorporation: Minnesota
List the corporation's current officers.
President: Pat Faust
Vice President: Karlye Emerson
Secretary: Steve King
Treasurer: Fred Caslavka, CFO

Check the box only if your firm is a publicly traded corporation.
List those who own (5%) or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of five percent (5%) or more of the corporation's stock.

Partnership: Date formed: _____ / _____ / _____ State of formation: _____
List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: / /
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: / /
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns fifty percent (50%) or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five (5) years?

Yes No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five (5) years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document.
[CPCC §20101(a)]**

D. FINANCIAL RESOURCE AND RESPONSIBILITY

5. In the past five years, has your firm ever been denied bonding?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five (5) years, the debtor in a bankruptcy case?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

7. Is your firm in the process of, or in negotiations toward, being sold?

Yes No

If Yes, explain the circumstances on Attachment B.

D. INSURANCE

8. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

Workers' Compensation Insurance Policy Currently in Effect

Legally Self-Insured

No Workers' Compensation Policy Currently in Effect

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three (3) years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: 2021EMR-1: .87 YR 2: 2020EMR-2: .90 YR. 3: 2019EMR-3: .77

11. Within the past five (5) years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

Yes No

If yes, explain on Attachment B each instance. If No, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

E. PERFORMANCE HISTORY

12. How many years has your firm been in business? 50 Years.
13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
 Yes No

If **Yes**, list on Attachment B all contracts your firm has had with the City of Los Angeles for the last ten (10) years. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five (5) years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.
 Check the box if you have not had any similar contracts in the last five (5) years.
15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion of the contract?
 Yes No
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

16. In the past five (5) years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
 Yes No
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

17. In the past five (5) years, has your firm defaulted on a contract or been debarred or determined to be a non-responsible bidder or contractor?
 Yes No
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

18. In the past five (5) years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

- Payment to subcontractors?

Yes No

- Work performance on a contract?

Yes No

- Employment-related litigation brought by an employee? Work performance on a contract?

Yes No

19. Does your firm have any outstanding judgments pending against it?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

20. In the past five (5) years, has your firm been assessed liquidated damages on a contract?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

21. In the past five (5) years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five (5) years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last three (3) years.

BUSINESS INTEGRITY

25. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term “firm” includes any owners, partners, or officers in the firm. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you check **Yes** to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes No

26. In the past five (5) years, has your firm, any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

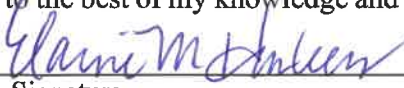
Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Elaine Harkess, Contract Administrator
Print Name, Title


Signature

2/4/2022
Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page 8

NA

ATTACHMENT B FOR SECTIONS D THROUGH I

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page 9

Section F, Question 13

City of Los Angeles General Services Department Contract #58468; Sandy Ke, (213) 928-9547; Playground Equipment and Replacement Parts, Contract Maximum: \$7,200,000 Dates: 9/1/2005 - 5/31/2011

City of Los Angeles General Services Department Contract #59309; Sandy Ke, (213) 928-9547; Playground Equipment and Replacement Parts, Contract Maximum: \$1,334,000 Dates: 10/1/2011 - 11/30/2012

City of Los Angeles General Services Department Contract #59473; Sandy Ke, (213) 928-9547; Playground Equipment and Replacement Parts, Contract Maximum: \$3,000,000 Dates: 1/24/2013 - 10/31/2014

City of Los Angeles General Services Department Contract #59618; Sandy Ke, (213) 928-9547; Playground Equipment and Replacement Parts, Contract Maximum: \$2,500,000 Dates: 2/1/2015 - 10/31/2016

City of Los Angeles General Services Department Contract #59768; Sandy Ke, (213) 928-9547; Playground Equipment and Replacement Parts, Contract Maximum: \$3,600,000 Dates: 3/1/2017 - 4/7/2023

City of Los Angeles Dept of Recreation and Parks Contract #3508; Jim Newsom, 818-756-9294; Purchase and Installation of Recreation and Parks Equipment, Contract Maximum: \$8,000,000 11/5/2014-10/31/2016

City of Los Angeles Dept of Recreation and Parks Contract #3550; Jim Newsom, 818-756-9294; Purchase and Installation of Playground and Exercise Equipment, Surfacing, Site Furnishings and Related Products and Services, \$4,351,233 6/1/2016-2/21/2019

City of Los Angeles Dept of Recreation and Parks Contract #3697; Jim Newsom, 818-756-9294; Purchase and Installation of Playground and Exercise Equipment, Surfacing, Site Furnishings and Related Products and Services, \$5,120,729 2/22/2019 -4/17/2022

Section F, Question 14

Houston-Galveston Area Council of Governments (HGAC), Contact: Neal Witty, Sr. Specification Specialist, (713) 499-6693; supply & install playground equipment, safety surfacing & other products/services to provide a turn-key project
Contract# PR11-20 Dates: 11-1-20 to present

Contract# PR11-18 Dates: 11-1-18 to 10-31-20

Contract# PR11-16 Dates: 11-1-16 to 10-31-18

California Multiple Award Schedule, State of California Contract # 4-10-78-0057 A; Contact: Procurement Division, (916) 375-4363; supply and install playground equipment and safety surfacing; Dates: 9/9/10 to 7/31/23

National Cooperative Purchasing Alliance (NCPA), Contract# NCPA 10-03; Contact: Matthew Mackel, Director, Business Development, Direct: 832.331.2985; supply & install playground equipment, safety surfacing & other products/services to provide a turn-key project; Dates: 5/1/17 to 5/31/22

Omni Partners/National IPA Contract# R5202; Jessica Goforth, Director, Public Sector Contracting, 210-729-0281; Dates: 7/1/12 to present

TIPS; Contact: Kim Thompson, TIPS Cooperative Coordinator, 866-839-8477; supply & install playground equipment, safety surfacing & other products/services to provide a turn-key project

Contract #21070201 Dates: 11/1/21 to 9-30-24

Contract #7118070401 Dates: 10-17-18 to 10-31-21

Section H, Question 24

Landscape Structures does not provide direct labor/employees to the job site. All labor is subcontracted to local manufacturer certified playground installers and contractors who are responsible for contacting the California Division of Apprenticeship Standards.

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

Check **Yes** in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES

California's Department of Industrial Relations

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractor's State Licensing Board

California's Department of Justice

LOCAL ENTITIES

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

SECTION E

CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

INSTRUCTIONS:

- a. Complete and sign the document
- b. Submit with the Response

**CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand Dollars (\$25,000.00) and three (3) months, contracts for the purchase of goods and products of at least One Hundred Thousand Dollars (\$100,000.00), contracts for the purchase of garments of at least Twenty-Five Thousand Dollars (\$25,000.00), and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within thirty (30) calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within thirty (30) calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Landscape Structures Inc.: 601 7th Street S.: Delano, MN 55328; Ph: 763-972-3391

Company Name, Address and Phone Number


Signature of Officer or Authorized Representative

2/4/2022

Date

Elaine Harkess, Contract Administrator

Print Name and Title of Officer or Authorized Representative

City of Los Angeles Department of Recreation and Parks

Awarding City Department

Contract Number

SECTION F
LIVING WAGE ORDINANCE
AND
SERVICE CONTRACT WORKER RETENTION ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm

http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm

PREVAILING WAGES (If Applicable)

A contract awarded hereunder may require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal/bid/submission of qualification prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

INSTRUCTIONS:

If applying for an exemption, complete and submit the appropriate exemption forms with the response; if no exemptions are claimed, mark "NOT APPLICABLE" on the forms, and submit them with the response.

CITY OF LOS ANGELES

LIVING WAGE ORDINANCE

(Los Angeles Administrative Code Section 10.37 et seq.)

1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum “living wage” and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at www.lacity.org/bca/OCCmain.html.
- Provide employees with at least twelve (12) paid days off per year for sick leave, vacation, or personal necessity; and at least ten (10) unpaid sick days off per year.
- Tell employees who make less than Twelve Dollars (\$12.00) per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

4. Is an agreement subject to the LWO if it was entered into before May, 1997?

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

6. Are all employees covered by the Ordinance?

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7. Are an employer's subcontractors subject to the requirements of the Ordinance?

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

8. What happens if an employer is found to be in violation of the Ordinance?

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to One Hundred Dollars (\$100.00) for each day the violation remains uncorrected.

9. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

10. What can an employee do if an employer is in violation of the Ordinance?

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

11. Are there any exemptions available under the Ordinance?

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than three (3) months or Twenty-Five Thousand Dollars (\$25,000.00) or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (effective July 1, 2009). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

12. Who is responsible for the administration and enforcement of the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

- a. **Less than three (3) months OR less than Twenty-Five Thousand Dollars (\$25,000.00) (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a twelve (12) month period is below One Million Dollars (\$1,000,000.00) AND less than One Hundred Thousand Dollars (\$100,000.00) per year.
 - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children twelve (12) years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

3. **The following exemption categories require submission of an application for exemption and OCC approval**

of the application to be valid.

- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee:
(1) employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (adjusted July 1, 2009). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
- (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
 - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

LWO –DEPARTMENTAL EXEMPTION APPLICATION
EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:
1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: _____

EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> 501(c)(3) Non-Profit Organizations: <ul style="list-style-type: none"> ▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. ▪ The exemption is valid for all employees except Child Care Workers. ▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. ▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." ▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under. 	<ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ul style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ <u>0</u> _____ 3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form.
<input type="checkbox"/> One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that **should the entity listed above cease to qualify** for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, **the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.**

Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____
Title _____ Phone # _____	Date _____

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:			
Dept: _____	Dept Contact: _____	Contact Phone: _____	Contract #: _____
Approved / Not Approved – Reason: _____			
By Analyst: _____		Date: _____	

LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION
OCC DETERMINATION/APPROVAL REQUIRED

This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

CONTRACTOR INFORMATION:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	

NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.

EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	

TO BE REQUESTED BY AWARDDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.

TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City AND Copies of each of these employees' occupational licenses.

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

_____	_____
Print Name of Person (Contractor) Completing This Form	Signature of Person (Contractor) Completing This Form
_____	_____
Title	Date

ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDDING DEPARTMENT USE ONLY:			
Dept:	Dept Contact:	Contact Phone:	Contract #:
OCC USE ONLY:			
Approved / Not Approved – Reason: _____			Date: _____
By OCC Analyst: _____			

CITY OF LOS ANGELES
SERVICE CONTRACTOR WORKER RETENTION
ORDINANCE
(Los Angeles Administrative Code Section 10.36 et seq.)

1. What is the Service Contractor Worker Retention Ordinance?

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least twelve (12) months. (See also Question #7 regarding which employees are covered.)

2. What is a successor contractor?

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

3. What types of agreements are covered by the Ordinance?

The SCWRO covers the following types of agreements:

- For services in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

4. What does the Ordinance require a terminated contractor to do?

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

5. What does the Ordinance require a successor contractor to do?

The Ordinance requires the successor contractor to:

- Offer employment and retain for a ninety (90)-day period the employees who worked for at least twelve (12) months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the ninety (90) - day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the ninety (90)-day period.

6. Do the employees retained under the Ordinance receive any additional protection?

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

7. Does the successor contractor have to retain all the prior contractor's employees?

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than Fifteen Dollars (\$15.00) per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding twelve (12) months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

9. What happens if an employee is discharged in violation of the Ordinance?

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

10. What if a contractor is found to be in violation of the Ordinance?

The City may terminate the agreement or pursue other legal remedies.

11. Who is responsible for administering and enforcing the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance web site at <http://bca.lacity.org>.

SECTION G

BUSINESS INCLUSION PROGRAM (BIP)

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFB. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), www.labavn.org.

INSTRUCTIONS:

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

CITY OF LOS ANGELES
BUSINESS INCLUSION PROGRAM (BIP) FOR A
REQUEST FOR BID, PROPOSALS,
QUALIFICATIONS (RFB, RFP, RFQ)

Performance of a BIP outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org.

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Bidder will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Bidder's BIP outreach documentation. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). A Bidder's failure to utilize and complete their BIP Outreach may result in their proposal/bid/submission of qualification being deemed non-responsive.

All BIP Outreach documentation must be submitted with the bid response submittal deadline.

Note – the BIP Outreach closes on its own deadline which is prior to submittal deadline for bid responses.

The Board of Public Works (Board) anticipated levels of

MBE Participation:	See RFB
WBE Participation:	See RFB
SBE Participation:	See RFB
EBE Participation:	See RFB
DVBE Participation:	See RFB

NOTE: It is recognized that it is not possible at the time of submission of the RFB, RFP, RFQ response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFB, RFP, RFQ. BIP Outreach Program information and/or assistance may be obtained through the City's Office of Contract Compliance by e-mail at bca.biphelp@lacity.org.

**DEPARTMENT OF PUBLIC WORKS' POLICY
BUSINESS INCLUSION PROGRAM FOR A REQUEST FOR BID (RFB) SUMMARY**

This policy sets forth the Department of Public Works' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate outreach on the BAVN to comply with the indicators will render the response submission non-responsive.

A. GENERAL

This policy statement explains how the City's BIP will be administered within the Department of Public Works for personal services contracts. The Department is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. This BIP is set forth in this policy Statement. Respondents to this department shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at bca.biphelp@lacity.org.

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least fifty-one percent (51%) owned by one (1) or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one (1) or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenue does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenue does not exceed Fourteen Million Dollars (\$14,000,000.00).
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed Three Million, Five Hundred Thousand Dollars (\$3,500,000.00).
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran

Business Enterprise shall mean a business enterprise that meets the following criteria:

- a. A business that is at least fifty-one percent (51%) owned by one or more disabled veterans.
 - b. A business whose daily business operation must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service: the veteran must have a service-connected disability of at least ten (10%) or more, and the veteran must reside in California.
8. Certification must be current **on the date the task work order for the project is assigned** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
- a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Supplier Development Council; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- a. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance 1149 S.
Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684 FAX: (213) 847-2777
Internet address: <http://bca.lacity.org/>
- b. CalTrans
State of California, Department of Transportation, Civil Rights Group 1823
14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700
To order a directory, call (916) 445-3520
Internet address: <http://www.dot.ca.gov/hq/bep/>

c. Los Angeles County Metropolitan Transportation Authority
Equal Opportunity Department
1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 FAX: (213) 922-7660
Internet address: <http://www.mta.net>

d. Southern California Minority Supplier Development Council, Inc. (for a fee) 800
W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960 FAX: (213) 689-1707
Internet address: <http://www.scmsdc.org>

9. Business Inclusion Program Outreach documentation: The respondent must take affirmative steps prior to submission of their RFB response to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach documentation are outlined in Paragraph C herein. The BIP Outreach documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, and/or DVBE.
- a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

- b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
- c. Recognition for materials and/or supplies is limited to sixty percent (60%) of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE, and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on City staff and RFB respondents alike, the Mayor's Office has developed a BIP. The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and Department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage (www.lacity.org) and linking onto "Bids, RFPs & Grants" or directly at www.labavn.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of non-compliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFB response non-responsive and will result in its rejection.** Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels. Adequacy of a respondent's BIP Outreach will be determined by the Board after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at ITA.BAVN@lacity.org.
2. Email Bureau of Contract Administration, Subcontractor Outreach and Enforcement Section (SOE) at bca.biphelp@lacity.org.
3. If you are not contacted within fifteen (15) minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call (213) 847-2605 and ask for an SOE Analyst to assist you.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore, submission by a third party will result in the respondent being deemed non-responsive.

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
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The respondent has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE, and DVBE anticipated percentages set forth on Page 1 herein and to have the respondent meet the subconsulting expectations for the project.

2	ATTENDED PRE-SUBMITTAL MEETING
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The respondent attended the pre-submittal meeting scheduled by the Project Manager to inform all respondents of the requirements for the project for which the contract will be awarded. This requirement may be waived if the respondent certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months.

Required Documentation: An employee of the respondent's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the respondent both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months as is evidenced by the event attendance documents.

Note: If the RFB states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
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The respondent has identified the minimum number, as determined by the Department, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

Required Documentation: Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE,

DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the respondent to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFB response being deemed non-responsive.

Note: City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline.

4	WRITTEN NOTICES TO SUBCONSULTANTS
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFB responses are required to be submitted. In all instances, respondents must document that invitations for subconsulting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each item of work to be performed.

Required Documentation: E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN’s BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the respondent is aware of a potential subconsultant that is not currently registered on the BAVN, it is the respondent’s responsibility to encourage the potential subconsultant to become registered so that the respondent can include them as part of their outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the respondent, and contact person's name, address, and telephone number. Respondents are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1 – 10	100%	1-10
11 – 20	80%	9-16
21 – 50	60%	13-30
51 – 100	40%	21-40
101 – 200	25%	26-50
> 200	10%	20+

A respondent’s failure to utilize this notification function will result in their RFB response being deemed non-responsive.

Note: Respondents will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFB response submittal deadline. In utilizing the BAVN’s notification function, respondents will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline. Respondents are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

The respondent provided interested potential subconsultants with information about the availability of project scope, services requested, and other requirements for the anticipated subconsulting work.

Required Documentation: Include in Indicator 4, information detailing how, where and when the respondent will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

Note: For purposes of RFBs, making a copy of the RFB available to potential subconsultants will meet this requirement. At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's Outreach notification function if there are less than fifteen (15) calendar days prior to the RFB response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline.

The respondent has responded to every unsolicited offer sent by a registered subconsultant using BAVN and has evaluated in good faith bids or proposal/bid/submission of qualification submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Respondents must not unjustifiably reject as unsatisfactory a proposal/bid/submission of qualification offered by a registered subconsultant, as determined by the Board. The respondent must submit a list of all subconsultants for each item of work, including dollar amounts of proposals/bids/submissions of qualifications received. This list must include an explanation of the evaluation that lead to the proposal/bid/submission of qualification being rejected and the explanation must have been communicated to the subconsultant using BAVN.

Required Documentation:

- a) Schedule A List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants;
- b) An online Summary Sheet organized by work area, listing the following:
 - 1) the responses and/or bids received;
 - 2) the name of the subconsultant who submitted the bid/quote;
 - 3) a brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the respondent elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the respondent outreached to the subconsultant, must be submitted and included on the online Summary Sheet.** To that extent, the City expects the respondent to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the respondent's Schedule A. **All potential subconsultants with whom the respondent has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFB response submittal deadline.

If a bid/quote is submitted by a firm that is not registered with the BAVN, the respondent is required to add that firm to their Summary Sheet. A respondent's failure to utilize the BAVN's Summary Sheet function will result in their RFB response being deemed non-responsive.

Note: For the purposes of this RFB only, letters of intent acknowledging a potential subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received." Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Respondents must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Respondents are encouraged to submit all of their bids/quotes with their RFB response submittal. Respondents will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the first calendar day following the day of the RFB response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFB submission deadline. Respondents are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
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Each notification by the respondent shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

Required Documentation: Include in Indicator 4, information about the respondent's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

Note: At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFB response submittal deadline. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline.

The respondent shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Board in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board.

D. AWARD OF CONTRACT

The Board reserves the right to reject any and all RFB responses. The award of a contract will be to the responsive, responsible Respondent whose submittal complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Board that a BIP Outreach to include potential MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

In the event that the Board considers awarding away from a respondent because of the respondent's failure to supply adequate BIP Outreach documentation, the Board shall afford the respondent an opportunity to present further evidence to the Board prior to a public hearing of the respondent's BIP Outreach evaluation.

E. SUBCONSULTANT SUBSTITUTION

In addition to the requirements set forth in the provisions pertaining to the listing of potential subconsultants, the following shall apply for the purpose of this Program:

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Board for all substitutions of bid-listed (Schedule B) subconsultants.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Board requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
 - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see Schedule A) for which sub-bid/subconsulting work is available and document the following for submittal:
 1. Name of company contacted; contact person and telephone number; date and time of contact.
 2. Response for each item of work which was solicited, including dollar amounts.
 3. Reason for selection or rejection of sub-bid prospect.
 4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at bca.biphelp@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
 - b. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
- b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

F. SUB-AGREEMENT FALSIFICATION

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

G. SUBMITTAL DOCUMENTS

1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)

Respondents shall submit with their RFB response the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided herein as Schedule A. The respondent shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific task. This list is considered the respondent's list of prequalified subconsultants which will be utilized when preparing a proposal/bid/submission of qualification for a specific project or task work order. For this reason, it is expected that the respondent will list multiple potential subconsultants for each specific area of work. Respondents are expected to only use the firms listed on the Schedule A when preparing a proposal/bid/submission of qualification for a specific project or task work order. In the event that the respondent has either a desire to update their Schedule A or a need to solicit subconsultants that are not on the Schedule A, the respondent will be expected to perform an outreach which, at a minimum, conforms to the requirements set forth under "E. Subconsultant Substitutions" of this document.

2. Task Work Order List of Subconsultants (Schedule B)

At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (Schedule B). The Schedule B is required prior to commencement of work. The consultant is committing itself to utilizing the subconsultants listed on this schedule for the portions of work and subcontract amounts for which they are listed. It is expected that the subconsultants listed on the Schedule B will be from the pool of potential subconsultants listed on the Schedule A. If the consultant needs to list subconsultants that are not on their Schedule A, the consultant needs to refer to the directions included under "1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)" for additional details on the process for adding subconsultants to their Schedule A.

3. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C)

During the term of the contract, the consultant must submit a separate MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C) for each task work order when submitting an invoice to the City.

4. Final Subconsulting Report (Schedule D)

Upon completion of each task work order, a summary of these records shall be prepared on the "Final Report of Subconsulting and Purchases" form (Schedule D) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Department within 15 working days after completion of the task work order.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

The Bureau which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

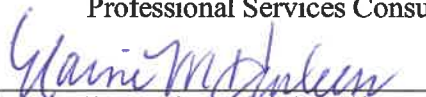
I. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Board of Public Works to reject all proposals/bids/submissions of qualifications in accordance with Charter Section 371.

Schedule A
LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONSULTANTS
 (NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY,
 SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE/WBE/ SBE/EBE/ DVBE/OBE	Description of work to be performed.
1	Evergreen Environment Inc. 8609 Mission Blvd, Riverside, CA 92509 Roy Anthony/ 951-790-6614	810462	OBE	Site preparation, installation of surfacing and equipment
2	Cicero Engineering Inc. 3920 Valley Blvd., Unit A, Walnut, CA. 91789 Frank Cicero/ (909) 594-9944	812439	SBE	Site preparation, installation of surfacing and equipment
3	Play Foundations, Inc. 1338 N. Melrose Dr., Suite K, Vista, CA 92083 Jack Cox/ 760-420-9689	864076	OBE	Site preparation, installation of surfacing and equipment
4	Spectrasystems, Inc. dba SpectraTurf 555 S. Promenade Ave., #103 Corona, CA 92879 Lisa Anderson/ 951-736-3579	854429	OBE	Installation of surfacing
5	Surface America, Inc. PO Box 157, Williamsville, NY 14231 Tom DiScipio / 800-999-05555	858674	OBE	Installation of surfacing
6	Tot Lot Pros, Inc 14688 El Molino St., Fontana, CA 92335 Jack Striegel / 909-229-4855	967975	OBE	Site preparation, installation of surfacing and equipment

NOTE: I hereby declare that I will be utilizing this list to solicit proposals/bids/submissions of qualifications from these subconsultants before responding to a specific project/individual Task Work Order under the Request for Bid for Pre- Qualified On-Call Architectural and Related Professional Services Consultants List.


 Signature of Person Completing this Form

Elaine Harkess
 Printed Name of Person Completing this Form

Contract Administrator 2/4/2022
 Title Date

MUST BE SUBMITTED WITH THE RFB RESPONSE

SCHEDULE B

TASK WORK ORDER LIST OF SUBCONSULTANTS

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title	Work Order Number
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Contractor	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<div style="border-top: 1px solid black; margin-bottom: 10px;">Signature of Person Completing this Form</div> <div style="border-top: 1px solid black; margin-bottom: 10px;">Printed Name of Person Completing this Form</div> <div style="display: flex; justify-content: space-around; border-top: 1px solid black;"> Title Date </div>
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF THE NOTICE TO PROCEED

SCHEDULE C MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE

Project Title	Contract No.
----------------------	---------------------

Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:	
	DOLLARS	PERCENT		
TOTAL MBE PARTICIPATION	\$	%	_____	
TOTAL WBE PARTICIPATION	\$	%	_____	
TOTAL SBE PARTICIPATION	\$	%	Title:	Date:
TOTAL EBE PARTICIPATION	\$	%	_____	
TOTAL DVBE PARTICIPATION	\$	%	_____	
TOTAL OBE PARTICIPATION	\$	%	_____	

MUST BE SUBMITTED WITH EACH INVOICE

SCHEDULE D FINAL SUBCONTRACTING REPORT

Project Title	Contract No.
Company Name	Address
Contact Person	Phone

Name, Address, Telephone No. of all Subconsultants Listed on Schedule C	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form Printed Name Title Date

SUBMIT WITHIN 15 DAYS OF TASK WORK ORDER COMPLETION

SECTION H

MUNICIPAL LOBBYING ORDINANCE (MLO)

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each Respondent must submit with its response a certification, on forms CEC Form 50, prescribed by the City Ethics Commission, that the Respondent acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the Respondent qualifies as a lobbying entity. A copy of the ordinance can be found at:

<https://ethics.lacity.org/contracts/bidders/>

INSTRUCTIONS:

All Respondents must complete the enclosed Bidder Certification Forms (CEC Form 50) and submit them with the Response.

FORM
50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract) City of Los Angeles Department of Recreation and Parks	
Bidder Name Landscape Structures Inc.		
Address 601 7th Street S.; Delano, MN 55328		
Email Address elaineharkess@playlsi.com	Phone Number 763-972-3391	

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(b), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Elaine Harkess
Name


Signature

Contract Administrator
Title

2/4/2022
Date

Los Angeles Administrative Code § 10.40.1

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

SECTION I

LOS ANGELES RESIDENCE INFORMATION

The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award.

INSTRUCTIONS:

1. Complete and sign the Los Angeles Residence Information Form.
2. Submit with the Response.

LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Landscape Structures Inc.

I. Corporate or Main Office Address:

601 7th Street S

Delano, MN 55328

II. Total Number of Employees in the Organization: 445

III. Percentage of the Bidder's Total Workforce Employed within the City of Los Angeles:

0 ; Percentage Residing in the City: 0

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

NA - no branch offices in City of LA _____

V. Percentage of the Workforce in each Los Angeles Branch Offices that is Employed within The

City: 0 ; Percentage Residing in the City: 0

SECTION J

REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT

Respondent is responsible for submitting a Monthly Ethnic Composition of Work Force (ECWF) report by the 10th of each month for the preceding month. Subcontractors with a contract valued at greater than Five Thousand Dollars (\$5,000.00) must also submit the ECWF as well. The Respondent will be responsible to submit a list of subcontractors working on every project, note which subcontractors have subcontracts in excess of Five Thousand Dollars (\$5,000.00), and ensure such subcontractors submit an Affirmative Action Plan prior to commencing work.

INSTRUCTIONS:

1. Complete and sign the document.
2. Submit with the Response.

REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10th) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (*) those whose sub-subcontracts exceed Five Thousand Dollars (\$5,000.00).

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/Bidder/Respondent has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made it a part of the Response documents for this contract.

Landscape Structures Inc.

Contractor or Name of Company



By: (Signature) Elaine Harkess, Contract Administrator

2/4/2022

Date

SECTION K

COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) (MEASURE H)

Charter Section 470(c)(12) and related ordinances state that respondents may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a response until either the contract is approved or, for awarded responders, twelve (12) months after the contract is signed. The respondent's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. By submitting the Bidder Contributions form (CEC Form 55), as prescribed by the City Ethics Commission, the respondent acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission as (213) 978-1960 or ethics.lacity.org.

INSTRUCTIONS:

All respondents must complete the Bidder Contributions form (CEC Form 55) and submit it with the Response. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Responders who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): _____ Date Bid Submitted _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided)
Landscape Structures, Inc. - For Playground, Shade, & Splash Play Equipment

Awarding Authority (Department awarding the contract) City of Los Angeles Department of Recreation and Parks

Bidder Name: Landscape Structures Inc.

Bidder Address: 601 7th Street S; Delano, MN 55328

Bidder Email Address: elaineharkess@playsi.com Bidder Phone Number: 763-972-3391

Schedule Summary


Please complete all three of the following:

- | | | |
|---|--|---|
| <p>1. SCHEDULE A – Bidder's Principals (check one)
The bidder has one or more PRINCIPALS, as defined in LAMC § 49-7.35(A)(6)
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)</p> | <p>Yes
<input checked="" type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>2. SCHEDULE B – Subcontractors and Their Principals (check one)
The bidder has one or more SUBCONTRACTORS on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)</p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input checked="" type="checkbox"/></p> |
| <p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>2</u></p> | | |

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California: A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Elaine Harkess
Name
Contract Administrator
Title


Signature
2/4/2022
Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: <u>Pat Faust</u>	Title: <u>President</u>
Address: <u>601 7th Street S.; Delano, MN 55328</u>	

Name: <u>Karlye Emerson</u>	Title: <u>Executive Vice President</u>
Address: <u>601 7th Street S.; Delano, MN 55328</u>	

Name: <u>Fred Caslavka</u>	Title: <u>CFO</u>
Address: <u>601 7th Street S.; Delano, MN 55328</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Subcontractor's Address

Please check one of the following options.

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name _____ Title: _____
Address _____

Name: _____ Title: _____
Address: _____

Name _____ Title: _____
Address: _____

Name _____ Title: _____
Address: _____

Name _____ Title: _____
Address _____

Name _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

Form 55 Instructions



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INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

ethics.commission@lacity.org

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

200 North Spring Street
City Hall 24th Floor, Suite 2410
Los Angeles CA 90012

ethics.lacity.org

BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a contract is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#) apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

A. ORIGINAL OR AMENDED FILING

ORIGINAL FILING

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

AMENDMENT

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

Example 1: *Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.*

Example 2: *Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.*

B. REFERENCE NUMBER

If applicable, provide the bid number, contract number, BAVN ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

C. DATE BID SUBMITTED

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

Remember to amend your Form 55 to keep this information current.

G. SCHEDULE SUMMARY

ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

Example 1: You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the "Yes" box and disclose ABC, Inc.'s principals on attached Schedule A pages.

Example 2: You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the "Yes" box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the "Yes" box and attach Schedule A pages to the cover page.

Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.

ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box ("Yes" or "No").

Example 1: Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the "Yes" box and attach Schedule B pages to disclose XYZ Corporation and its principals.

Example 2: Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the "No" box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.

ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#);
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of "principal", see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.

PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of "principal", see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.

SECTION L

NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

All construction contracts and non-construction contracts of \$25,000 or more with the City of Los Angeles shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. Effective July 1, 2016 the Non-Discrimination/Equal Employment Practices and Affirmative Action (ND/EEP and AA) provisions were amended to eliminate the need for contractors to complete affidavits on BAVN. By affixing its signature to a contract, the contractor agrees to adhere to the ND/EEP and AA for the duration of the contract. When a contractor signs the contract, they will also be acknowledging their responsibility to comply with both the ND/EEP and AA provisions.

Bidders/respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/Uploads/eo/NDEEOAAP%20Admin%20Code.pdf>

Additionally, Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

INSTRUCTIONS:

1. Complete and sign the document.
2. Submit with the Response.

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

- A.** During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B.** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for proposals/bids/submission of qualification packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual proposal/bid/submission of qualification is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodation for persons with disabilities.

- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Equal Employment Practices Provisions Certification –

The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of One Thousand Dollars (\$1,000.00) or more.

Landscape Structures Inc.
COMPANY NAME

601 7th Street S
ADDRESS

Delano, MN 55328
CITY, COUNTY, STATE, ZIP


AUTHORIZED SIGNATURE

Elaine Harkess, Contract Administrator
NAME AND TITLE (TYPE OR PRINT)

763-972-3391/elaineharkess@playlsi.com
TELEPHONE/E-MAIL

SECTION M
CHILD CARE POLICIES

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration (**must be signed in two [2] places**) may result in your response being deemed non-responsive.

INSTRUCTIONS:

1. Complete and sign the document in two (2) places.
2. Submit with the Response

CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the “Child Care Declaration Statement” form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the “Declaration Form”.
- III. Definition of a Stated Child Care Policy – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
 - A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –
Group care for children (may range from twelve [12] to three hundred [300] children), in a licensed setting such as a preschool or other center, which may serve infants,

toddlers, preschoolers or school-age children; the center receives funds, goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

- B. **EMPLOYER SUBSIDIZED CHILD CARE HOME(S)**
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.
- C. **CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS** Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.
- D. **CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE** System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.
- E. **PAID PARENTAL LEAVE**
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- F. **PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS** Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.
- G. **SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.
- H. **CHILD CARE REFERRAL SERVICES**
A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).
- I. **PARENTING SEMINARS**
Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.
- J. **COUNSELING OF A SELF-SUPPORTING CENTER**
Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.
- K. **START-UP OF A SELF-SUPPORTING CENTER**
Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs

associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

- L. **START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER**
Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.
- M. **FLEXIBLE WORK HOURS**
Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of "core" working hours during which an employee must be present at the work site.
- N. **FLEXIPLACE/WORK-AT-HOME**
Company offers employees the option to work in their homes; may be available part- or full-time.
- O. **PERMANENT PART-TIME/JOB SHARING**
Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.
- P. **WORK-AT-HOME FOLLOWING MATERNITY LEAVE**
Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.
- Q. **UNPAID PARENTAL LEAVE**
Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- R. **DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM**
Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

All Requests for Proposals/Bids/Submissions of Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals/bids/submissions of qualifications for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the proposal/bid/submission of qualification will result in the proposal/bid/submission of qualification being deemed unresponsive and being rejected.**

CITY OF LOS ANGELES
VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Landscape Structures Inc. 763-972-3391
Business Name Telephone No.

601 7th Street S; Delano, MN 55328
Business Address

Gloria M. Hulce Contract Administrator
Signature Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

Part One YES NO
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?
 If YES, please attach a copy

Part Two
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?

If YES, please check which from(s) of assistance

Level I Assistance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subsidized company child care center	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Paid parental leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Level II Assistance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Child care referral services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parenting seminars	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Counseling on work/family issues	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Start-up contributions to a "consortium center"	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Level III Assistance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Flexible work hours	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Work-at-home following maternity leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: (Describe) _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I HAVE READ AND COMPLETED:

Gloria M. Hulce 2/4/2022
(Signed) (Date)

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator's Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space

<u>Date Filed:</u>	<u>Expiration Date:</u>
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Benefits Summary—2022

WELCOME TO LANDSCAPE STRUCTURES!

We don't just design and manufacture playgrounds at Landscape Structures... we help shape kids' lives through play. Since 1971, we have been committed to creating the best playgrounds in the world because we're certain that for a better tomorrow, we play today.

OUR MISSION

Landscape Structures enhances children's lives by fostering and creating inspiring play experiences while honoring the environment.

OUR VALUES

Relationships: The foundation and core of our business

Integrity: Doing the right thing

Commitment: Doing what we say and delivering on our promise

Innovation: Creating the path to our future

Team: Consistency in purpose to accomplish common goals

Passion: High energy, enthusiasm and exceptional fun in all that we do



EMPLOYEE OWNERSHIP

Since 2004, Landscape Structures has been employee-owned. This drives decisions, innovation and every aspect of our company culture. Under our employee stock ownership plan (ESOP), every employee has the opportunity to make Landscape Structures the most efficient, innovative and successful company. From designers to production, we implement great ideas from all corners of the company so that we deliver the best value to customers. And most importantly, the most fun to kids!

WELLBEING

At Landscape Structures, we know that in order to be the leading playground manufacturer we need our employees to be happy, healthy and able to perform at their best. That's why we offer robust benefits and wellbeing resources to encourage and support our employees and their families on their wellbeing journey.

ELIGIBILITY FOR INSURANCE PLANS

Eligibility for insurance plans begins on the first of the month following your full time (scheduled to work 30 or more hours per week) hire date.

Eligible dependents generally include:

- Your spouse or domestic partner (same-sex or opposite-sex)
- Your or your spouse/domestic partner's children younger than age 26
- Unmarried disabled children age 26 or older who meet certain criteria

ENROLLMENT FOR INSURANCE PLANS

You have 30 days to enroll as a new or newly benefit-eligible employee. Please keep in mind that if you do not elect health insurance upon eligibility for you and your dependents, you will only be able to enter the plan during the annual open enrollment period (generally in November for the following year) or if you have a qualifying event as defined in the summary plan document.

MEDICAL PLAN

The medical insurance is offered through PreferredOne. www.preferredone.com

COMPLETE NETWORK



Coverage Level	Wellness Premium Monthly	Standard Premium Monthly
Employee	\$142.38	\$256.29
Employee + Child(ren)	\$332.79	\$508.94
Family	\$526.53	\$761.67

Ridgeview ACO: RIDGEVIEW COMMUNITY NETWORK

An ACO is a network of physicians, hospitals, clinics and health care providers that leverages the full care system to ultimately improve quality and patient outcomes, and reduce costs—to both employers and their employees.

To find a provider, go to <https://www.preferredone.com/plans/ridgeview-community-network/>

RIDGEVIEW COMMUNITY ACO NETWORK



Coverage Level	Wellness Premium Monthly	Standard Premium Monthly
Employee	\$131.33	\$239.49
Employee + Child(ren)	\$300.14	\$477.15
Family	\$471.15	\$702.36

The Ridgeview Community Network includes:

- 2,500 physicians and medical staff
- Two Twelve Medical Center - 24/7 UC & ER
- 200 Primary and specialty care clinic sites
- 6 hospitals
 - Abbott Northwestern
 - Children's Hospitals of MN
 - Hennepin County Medical Center
 - Ridgeview Medical Center (Waconia)
 - Ridgeview Sibley Medical Center (Arlington)
 - Ridgeview Le Sueur Medical Center (Le Sueur)

Your Network Navigator is Ready to Help

Network navigators are at the heart of patient care and personal convenience. Navigators:

- Help members choose primary care providers and locate specialty services when needed
- Facilitate communication between in-network primary care and specialty clinics
- Work closely with PreferredOne customer service reps to bring members the best experience possible

To contact a Navigator, email navigator@ridgeviewcommunitynetwork.org or call 952-442-7860.

Medical Plan Coverage at a Glance See Summary of Benefits Sheet for Details

	In-Network PreferredOne	Out-of-Network PreferredOne
Annual Deductible (Inpatient Hospital Only)	Individual \$500 Family \$1,000	Individual \$1,000 Family \$2,000
Primary Care Services at Ridgeview Clinics	100% coverage by the plan	N/A
Coinsurance (Non-Primary Care Services/ Non-Ridgeview Clinics)	Employee 20% Plan 80%	Employee 40% Plan 60%
Out of Pocket Max	Individual \$3,000 Family \$6,000	Individual \$4,250 Family \$8,500

Qualifying for the 2022 Wellness Premium (those joining the plan in 2022)*

Employees and Spouses (if covered) MUST complete within 30 days of enrollment

- Wellness Visit including a consultation with a primary care physician
- Biometric Screening including a height, weight and blood pressure measurement; a non-fasting blood test for A1C and cholesterol; and a PHQ9 and GAD7 assessment.

Employees and Spouses (if covered) MUST complete within 6 months of enrollment

- Comprehensive dental exam/cleaning

Minnesota-based employees can contact the Ridgeview Clinic at 952.442.7800 to schedule the LSI Wellness Visit. Employees located outside of Minnesota should schedule their wellness visit with their local physician and complete the remote forms to be submitted to our third party vendor for tracking.

Those who do not meet these requirements will be defaulted to the Standard Premium.

Note: Pregnant individuals or individuals who give birth during the 2022 year are not required to complete the Wellness Visit but are still required to complete the dental visit.

This is participation based not outcomes based. You are being asked to engage in your health by completing a wellness exam and a dental exam. The outcome of these visits will not determine your eligibility for the premium credit.

This is a voluntary option. You and your spouse (if enrolled) are not required to complete the Wellness Visit in order to participate in the health plan. Employees and their spouses who choose to participate in the Wellness Visit will receive a premium credit. We care about your health and are committed to helping you achieve or maintain a healthy life. If you are not able to complete this requirement, please contact Human Resources and we will work with you to find an acceptable alternative option.

Qualifying for the 2023 Wellness Premium Credit (those on the plan prior to 2022)*

Participants on the plan prior to January 1, 2022 will be required to complete the same requirements as listed above. They will be given a target date to complete their wellness visit based on the date they completed their visit in the previous year. All wellness and dental visits for participants on the plan prior to January 1, 2022 must be completed no later than October 15, 2022.

Qualification for the wellness premium credit is maintained by a third party administrator. LSI will not have access to individual biometric results.

MEDICAL PLAN



SERVICE	YOU PAY	PLAN PAYS
Primary Care Services at Ridgeview Clinics <ul style="list-style-type: none"> • Office Visits/E-visits • Urgent Care • Labs & Simple X-Rays • Allergy Injections • Physical, Occupational & Speech Therapy • Women's Health—Ridgeview OB GYN • Children's Health—Ridgeview Pediatrics 	Nothing	100%
Mental Health/Chemical Dependency—Outpatient	Nothing	100%
Diabetic & Asthma Supplies	Nothing	100%
Preventive Care	Nothing	100%
Primary Care Services Outside of Ridgeview Providers <ul style="list-style-type: none"> • Office Visits/E-visits • Urgent Care • Labs & Simple X-Rays • Allergy Injections • Physical, Occupational & Speech Therapy 	20% up to OPM	80%
Non-Primary Care Services <ul style="list-style-type: none"> • Chiropractic (limited to 15 visits per year, no coverage for routine care) • MRI/CT Scan • Emergency Room Care • Ambulance • Durable Medical Equipment • Outpatient Hospital 	20% up to OPM	80%
Inpatient Hospital	\$500 Deductible 20% up to OPM	80%
Convenience Care <ul style="list-style-type: none"> • MinuteClinic • Virtuwell • Zynosis 	\$5 Copay	Remaining balance
Retail Rx <ul style="list-style-type: none"> • Generic • Formulary • Non-Formulary • OTC GERD & Allergy 	\$12 \$30 \$60 \$0	Remaining balance
Mail Order Rx (90 day supply) <ul style="list-style-type: none"> • Generic • Formulary • Non-Formulary 	\$24 \$60 \$120	Remaining balance
Out of Pocket Max (OPM)	Individual \$3,000 Family \$6,000	Individual \$4,250 Family \$8,500

**Reflects in network coverage with PreferredOne. Out of network coverage is listed on the summary of benefits, SBC and plan document located at playlsi.learnyourbenefits.com and in ADP.*

DENTAL PLAN

The dental insurance is offered through Delta Dental of MN.

www.deltadentalmn.org



Coverage Level	Dental Premium Monthly
Employee	\$20.04
Employee + Child(ren)	\$44.09
Family	\$53.89

Dental Plan Coverage at a Glance See Summary of Benefits Sheet for Details

	Delta Dental PPO Network	Delta Dental Premier Network	Non-Participating
Deductible <i>(No deductible for diagnostic & preventive services or orthodontics)</i>	None	Individual \$50 Family \$150	Individual \$50 Family \$150
Diagnostic & Preventive Services <i>(two cleanings allowed per calendar year)</i>	100% coverage	100% coverage	100% of maximum allowable fee
Basic Services	80% coverage	80% coverage	80% of maximum allowable fee
Major Restorative Services	50% coverage	50% coverage	50% of maximum allowable fee
Orthodontics <i>(Children age 8 up to age 19)</i>	50% coverage up to lifetime max of \$1,000 per eligible child	50% coverage up to lifetime max of \$1,000 per eligible child	50% of maximum allowable fee up to lifetime max of \$1,000 per eligible child
Calendar Year Plan Maximum Coverage Per Person <i>(Includes preventive services such as cleanings)</i>	\$1,250	\$1,250	\$1,250

VISION PLAN

The vision insurance is offered by Eyemed using the INSIGHT network. www.eyemed.com



Coverage Level	Vision Premium Monthly
Employee	\$5.43
Family	\$13.83

Vision Plan Coverage at a Glance See Summary of Benefits Sheet for Details

Vision Exams <i>(once every 12 months) Vision exams are also covered at 100% under our medical insurance plan.</i>	100% coverage
Frames <i>(once every 24 months)</i>	\$130 allowance; 80% of charge over \$130
Single Vision Lenses <i>(once every 12 months)</i>	\$25 Copay
Contact Lenses <i>(once every 12 months)</i>	
Conventional Lenses	\$130 allowance; 15% off balance over \$130
Disposable Lenses	\$130 allowance; plus balance over \$130



FLEXIBLE SPENDING ACCOUNT (FSA)

The Flexible Spending Account plan is a voluntary plan that offers you the option to set aside pretax money to pay for anticipated medical related or daycare expenses. For a full listing of eligible FSA expenses visit <https://fsastore.com/fsa-eligibility-list>.

The Flexible Spending Account (FSA) plans will be offered through HR Simplified. www.hrsimplified.com

Flexible Spending Account Plan	Annual Limit
Medical Care	\$2,750
Dependent Care	\$5,000 per household



USE IT. DON'T LOSE IT.

The money you contribution to your Flexible Spending Account must be used in the same plan year. You will forfeit the amount not used or claimed, so be sure to estimate your expenses carefully. There is no rollover feature for this plan.

KEEP YOUR RECEIPTS.

Flex Plan participants are responsible for submitting payments/receipts according to plan rules.

LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE



**THE
HARTFORD**

BASIC LIFE INSURANCE

Coverage	1x your annual base salary up to a maximum of \$100,000.
Cost to Employee	Nothing <i>*Employee's must pay taxes on the amount over \$50,000 which will show up on their check as GTL</i>
Enrollment	You will be automatically enrolled.

SUPPLEMENTAL LIFE INSURANCE

Coverage	<ul style="list-style-type: none"> • Employee: up to 2x your annual base salary or \$200,000 (<i>whichever is lesser</i>) • Spouse: up to \$100,000 or 50% of the employee's coverage (<i>whichever is lesser</i>) • Children: Either \$5,000 or \$10,000 (<i>the premium is the same regardless of the number of children covered. An eligible child must be unmarried and under age 19 or age 23 if a student.</i>) 																								
Guaranteed Coverage	Up to \$100,000 (<i>as long as you enroll within 31 days of eligibility</i>)																								
Cost	<table border="1"> <thead> <tr> <th>Employee or Spouse Age</th> <th>Monthly Cost per \$10,000</th> </tr> </thead> <tbody> <tr><td>Under 25</td><td>\$0.60</td></tr> <tr><td>25-29</td><td>\$0.70</td></tr> <tr><td>30-34</td><td>\$0.90</td></tr> <tr><td>35-39</td><td>\$1.10</td></tr> <tr><td>40-44</td><td>\$1.70</td></tr> <tr><td>45-49</td><td>\$2.90</td></tr> <tr><td>50-54</td><td>\$4.80</td></tr> <tr><td>55-59</td><td>\$11.70</td></tr> <tr><td>60-64</td><td>\$11.70</td></tr> <tr><td>65-69</td><td>\$21.00</td></tr> <tr><td>70+</td><td>\$37.60</td></tr> </tbody> </table>	Employee or Spouse Age	Monthly Cost per \$10,000	Under 25	\$0.60	25-29	\$0.70	30-34	\$0.90	35-39	\$1.10	40-44	\$1.70	45-49	\$2.90	50-54	\$4.80	55-59	\$11.70	60-64	\$11.70	65-69	\$21.00	70+	\$37.60
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55-59	\$11.70																								
60-64	\$11.70																								
65-69	\$21.00																								
70+	\$37.60																								
Enrollment	Optional. Must enroll within 31 days of eligibility otherwise evidence of insurability will be required.																								

ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE (AD&D)

Coverage	<ul style="list-style-type: none"> • Employee: Units of \$1,000 up to \$200,000 • Spouse: Units of \$1,000 up to \$100,000 not to exceed the employee's coverage • Children: Either \$5,000 or \$10,000 (<i>the premium is the same regardless of the number of children covered. An eligible child must be unmarried and under age 19 or age 23 if a student.</i>)
Guaranteed Coverage	100% guaranteed. No evidence of insurability required.
Cost	\$0.03 per \$1,000 in coverage per month
Enrollment	Optional. Can enroll at any time.

SHORT TERM DISABILITY

Coverage	60% of your weekly salary to a max of \$1,200 per week
Length of Coverage	Up to a max of 13 weeks including the one week waiting period
Cost	100% company paid
Enrollment	You will be automatically enrolled

LONG TERM DISABILITY

Coverage	60% of your weekly salary to a max of \$10,000 per month following 13 weeks of Short Term Disability
Length of Coverage	Determined by the carrier based on the disability
Cost	100% company paid
Enrollment	You will be automatically enrolled

FINANCIAL PLANNING

We are pleased to partner with intellicents for our financial planning services. Advisors are available to meet with you for a variety of financial planning needs:

- Retirement analysis
- Investment portfolio analysis
- College planning
- Cash flow and budgeting analysis
- Debt reduction methods
- Estate Planning
- Social Security Benefits Analysis
- Allmymoney.com



intellicents
1.800.880.401k

401(K) RETIREMENT PLAN

Eligibility	First of the quarter following six months of employment* and 21 years of age <i>*Time worked as contract labor counts towards eligibility for this plan</i>														
Company Match	Landscape Structures will match \$.50 on the \$1.00 up to the first 8% of your contribution														
Enrollment	Upon eligibility, you will be automatically enrolled at 3% however you have the option to change that election or to opt out of participation.														
Contribution Options	• Pre-tax • Roth														
Rollover Options	You are eligible to rollover funds from a qualified plan upon hire.														
Vesting Schedule	<table border="1" style="width: 100%; border-collapse: collapse; margin: 0 auto;"> <thead> <tr> <th style="width: 50%;">Years of service</th> <th style="width: 50%;">Percent vested</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Less than two</td> <td style="text-align: center;">0% vested</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">20% vested</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">40% vested</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">60% vested</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">80% vested</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">Fully vested (100%)</td> </tr> </tbody> </table>	Years of service	Percent vested	Less than two	0% vested	2	20% vested	3	40% vested	4	60% vested	5	80% vested	6	Fully vested (100%)
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6	Fully vested (100%)														



www.principal.com

Both retirement plans accessible on one website!

EMPLOYEE STOCK OWNERSHIP PLAN (ESOP)

Since 2004, Landscape Structures has been an employee-owned company by giving eligible employees a share of ownership and a vested interest in the success of the company. Shares are allocated on an annual basis.

Eligibility	First of the quarter following one year of employment* and 21 years of age <i>*Time worked as contract labor counts towards eligibility for this plan</i>														
Allocation	$\frac{\text{Total annual compensation}}{\text{Total \# of shares for the employee}} \times \text{\# of shares available} =$														
Timeline	Close financials in February → Complete financial audit → Complete valuation → Stock price is determined → Statements issued → Allocation is made on December 31 st														
Vesting Schedule	<p>Like money that Landscape Structures contributes to your 401(k) plan, you do not have full claim on the shares in your ESOP account until you are 100 percent vested. You will be completely vested after six years of active employment. The chart below shows the vesting schedule that applies to the ESOP.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 0 auto;"> <thead> <tr> <th style="width: 50%;">Years of service from January 1, 2004</th> <th style="width: 50%;">Percent vested in the ESOP</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Less than two</td> <td style="text-align: center;">0% vested</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">20% vested</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">40% vested</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">60% vested</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">80% vested</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">Fully vested (100%)</td> </tr> </tbody> </table> <p>Employee-owners receive the vested portion of their accounts when they leave the company (through retirement, termination, etc.). These distributions may be made in a lump sum or in installments over a period of years. Please see the plan document for further details.</p>	Years of service from January 1, 2004	Percent vested in the ESOP	Less than two	0% vested	2	20% vested	3	40% vested	4	60% vested	5	80% vested	6	Fully vested (100%)
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INCENTIVE COMPENSATION

Employees will be eligible to participate in the profit sharing plan on the first business day of the quarter that begins after their first day of employment. Employees have the potential for both quarterly and annual components to the profit sharing plan. Please see the profit sharing plan document for more information.

Manufacturing employees are also eligible to participate in the Department Share bonus program the first of the month following their date of hire. Each department has a monthly presentation that is evaluated and scored. If your department meets the criteria, you will receive a bonus on the second pay date in the following month.

** Not all divisions are eligible for this incentive compensation. See plan for more details.*

VACATION/PAID TIME OFF (PTO)

Vacation/Paid Time Off is accrued with each pay period and starts accruing on the first day of employment. The accrual is based on your employment status as well as your length of service.

Vacation—Salaried Employees			
Years of Service	Accrual per pay period	Accrual per year	Cap per year
First Year	3.08 hours	80 hours	80 hours
Start of year 2 - 9	4.62 hours	120 hours	160 hours
Start of year 10	6.16 hours	160 hours	200 hours

Paid Time Off—Hourly Employees			
Years of Service	Accrual per pay period	Accrual per year	Cap per year
First Year	3.08 hours	80 hours	80 hours
Start of year 2	3.70 hours	96 hours	136 hours
Start of year 3 - 7	4.62 hours	120 hours	160 hours
Start of year 8 - 14	6.16 hours	160 hours	200 hours
Start of year 15	6.77 hours	176 hours	200 hours

Volunteer Time Off—Regular, Full-time Employees
8 hours pre-planned time off per year to volunteer for a non-profit organization.

Note: Full-Time Regular employees working less than 40 hours a week will receive a prorated accrual.

HOLIDAYS

Landscape Structures observes the following paid holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the day after
- Christmas Eve and Christmas Day

TUITION REIMBURSEMENT

Employees who have completed one year of service in a full time classification are eligible to apply for tuition reimbursement. A qualified reimbursement of \$2,000 per calendar year for a “C” or better grade is available upon approval from your supervisor and Human Resources. Please see plan outline for more details.

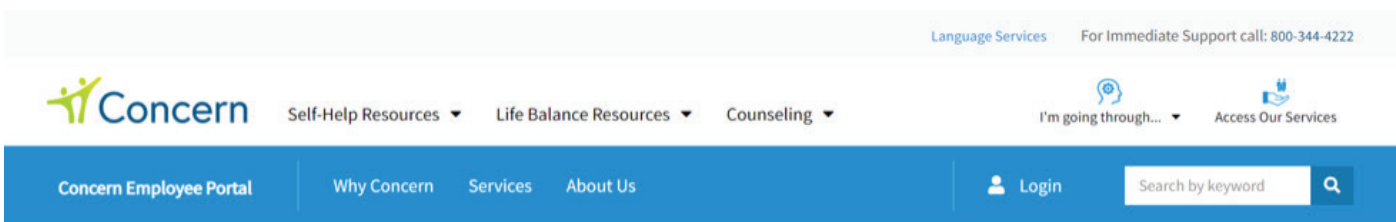
SAFETY SHOES AND SAFETY EYEWEAR

Manufacturing employees are required to wear safety shoes and safety glasses while working on the manufacturing floor. Landscape structures provides non-prescription safety glasses free of charge. Full-time regular manufacturing employees receive an allowance for safety shoes and prescription eyewear. Must be employed for 90 days before you are eligible for reimbursement (time spent as a contractor will count towards the 90 days).

Safety Shoes	\$150 allowance per year or \$250 every two years.
Prescription Safety Eyewear	Once every two years (<i>must be purchased through company selected vendor</i>)

EMPLOYEE ASSISTANCE PROGRAM

Employee assistance services are offered through Concern EAP. employees.concernhealth.com (*company code is playsi*).



Life is getting busier and trying to juggle work, family, finances and so on can be challenging. Keeping things on track can be stressful. Concern's powerful and simple-to-use digital platform quickly connects you to the help you need to navigate life's ups and downs.

Help Wherever You Are

Accessible from your phone, tablet or computer, the platform is your digital front door to everything Concern has to offer. It combines technology, counseling, self-help tools, life balance resources, and compassionate human interaction all in one place. Easily get the help you need, when you need it, and on your own terms.

Accessible from your phone, tablet or computer. Easily get the help you need, when you need it:

- Simple digital intake
- Client-counselor matching
- Video counseling self-scheduling
- Guided self-help tools
- Digital therapeutics

What does Concern Offer?

- Resources to help with personal and work/life balance problems
- Short-term counseling via phone/text, video and in-person
- Parenting & childcare services
- Adult family care
- Legal consultation and referrals
- Financial consultation
- ID Theft response services

Getting started is simple

Just visit employees.concernhealth.com, log in with your company code (playsi), and follow any of the in-page links to begin. For questions about Concern, or for immediate support call, **800-344-4222**.

Own it!

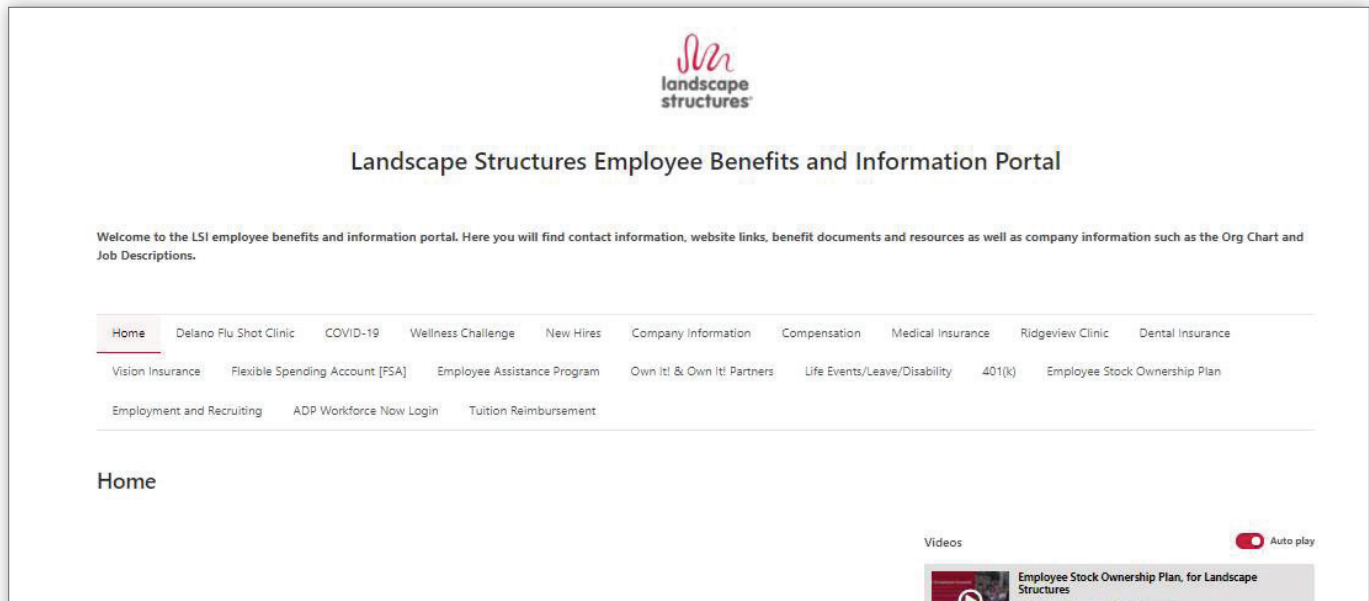
Your Life in Balance.



We know that in order to be the leading playground designer and manufacturer, we need to start with our employees. Contrary to what many people believe, wellbeing isn't just about being happy and physically fit. Wellbeing is a combination of a holistic approach that supports your growth and development, mental health, physical health, financial wellbeing, personal safety, and health care. These six areas are interconnected, and we know it is hard to thrive in all of them. That's why we created *Own It!* Our goal is to help support you in your wellbeing with creative and abundant benefits and opportunities.

LEARN YOUR BENEFITS

Find all the benefits information you need on our benefits portal, Learn Your Benefits! Access the portal from your phone, computer, tablet or other device. Employees go to playlsi.learnyourbenefits.com and enter your LSusername@playlsi to login with your LSI network password. Family members can access the portal at playlsifamily.learnyourbenefits.com and enter "playlsi" as the password.



This document is intended as a program summary only. Benefits may be changed at any time and in any case where there is a conflict between this description or verbal plan description and actual plan documents, the plan documents will prevail.



Coordinated Care Efforts

In addition to the potential to receive the Wellness Premium Credit as outlined, LSI employees, spouses and dependents who enroll on LSI's health plan will be eligible to participate in LSI's Coordinated Care Efforts (CCE).

CCE consists of two components. First, all LSI employees, spouses and dependents who enroll on LSI's health plan have full and unlimited access to primary care services offered through Ridgeview.

Through our partnership with Ridgeview, we look forward to assisting you with your primary care needs. Primary care is your main source for preventive health, condition management and wellness. Your primary care provider manages your care by providing routine preventive care, treating you when you are sick or injured, and referring you to other medical specialists as needed. While you are welcome to use other providers for your primary care service, by participating in this program, any primary care services you receive at Ridgeview Clinics will be paid for by LSI's health plan.

Second, LSI has retained third party consulting services with Gallagher to work with Ridgeview Clinics and our health plan administrator, PreferredOne to provide clinical, quality review and measurement services to manage and evaluate the LSI Wellness Program. Through this partnership, Gallagher will work closely with your health care team at Ridgeview Clinic to ensure they have a complete picture of your current health status to help provide the best and most appropriate care for you and your family. (Currently these additional services are not available if you obtain your primary care from somewhere other than Ridgeview; Gallagher will not communicate or share information with any other provider/health care team other than Ridgeview). By you and your spouse (if applicable) signing the Release of Information Form, you are agreeing to participate in this portion of CCE.

Disclosure of Medical Information

You will be provided with the results from your biometric screening to help you understand your current health and potential risks. The aggregate data is shared with Landscape Structures and may be used to offer you services through the wellness program and to help improve our benefit offerings and services.

We are required by law to maintain the privacy and security of your personally identifiable health information. Although we may use aggregate information the vendor collects to design a program based on identified health risks in the workplace, we will never receive any of your personal information, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information are PreferredOne, our health plan administrator, and if you have signed off on the Release of Information, Gallagher, in order to provide you with services under the wellness program.

All medical information obtained through the wellness program will be maintained separate from your personnel records.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact Human Resources.



Landscape Structures Inc.
601 7th St. South, Delano, MN 55328
763.972.5200 • 888.438.6574
playlsi.com



Section 5 – LEAVES OF ABSENCE

5-1 Family Medical Leave Act (FMLA)

Landscape Structures complies with the federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the Human Resources department to discuss options for leave.

Leave Entitlements

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Effective June 1, 2021, while on a continuous FMLA leave, employees are required to use all but 40 hours of their accrued PTO/Vacation time for any portion of their leave that is not paid under covered under disability or worker's compensation.

Benefits and Protections

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Eligibility Requirements

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave; and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

Requesting Leave

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Employer Responsibilities

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility. Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Enforcement

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

5-2 Personal Leave

Landscape Structures may grant Personal Leave to full-time and part-time employees for various reasons. An employee anticipating an absence of more than five business days for personal, medical or family reasons not covered under the Family Medical Leave Act or the Minnesota Parental Leave Law, must submit their request for approval with the Human Resources Department.

If approved, accrued paid time off must be used while on Personal Leave. If an employee has exhausted his or her PTO account, the remainder of the Personal Leave will be unpaid. Although reasonable efforts will be made to reemploy an individual, the granting of this Personal Leave in no way guarantees immediate reinstatement upon the employee's availability to return.

5-3 Parental Leave

Landscape Structures will provide up to one week (40 hours) of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS

This document must be returned with the
Proposal/Bid/Submission of Qualification

The undersigned hereby agrees that
will: Landscape Structures Inc.

Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City of Delano, Wright County, Minnesota 2/4/2022
City/County/State Date

Landscape Structures Inc.
Name of Business

601 7th Street S; Delano, MN 55328
Address of Business


Signature of Authorized Officer or Representative

Elaine Harkess
Print Name

Contract Administrator
Title

763-972-3391
Telephone Number

SECTION N

IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposal/bid/submission of qualification for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit".

For more information, proposers can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at

<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>

INSTRUCTIONS:

1. Complete and sign the document (either certifying compliance, or requesting exemption).
2. Submit with the Response.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposal/bid/submission of qualification for, or entering in to or renewing contracts with public entities for goods and services of One Million Dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of Twenty Million Dollars (\$20,000,000.00) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to constructor maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50U.S.C. § 1701) that extends Twenty Million Dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of Two Hundred Fifty Thousand Dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three- (3) year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE (1)** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending Twenty Million Dollars (\$20,000,000.00) or more in credit to another person or vendor, for forty-five (45) days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> Landscape Structures Inc.		<i>BRTC(orn/a)</i> n/a
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Elaine Harkess, Contract Administrator		
<i>Date Executed</i> 2/4/2022	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal/bid/submission of qualification for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BRTC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

SECTION O

AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION

All Respondents receiving an award under this RFQ, RFB, RFP, RFI must fill out the Certification Regarding Compliance with the Americans with Disabilities Act (ADA) and submit it to the City of Los Angeles Department of Recreation and Parks (RAP) Board of Commissioners (Board).

INSTRUCTIONS:

Complete and submit the ADA Certification form to the Board with your Response to this RFQ, RFB, RFP, RFI. The agreement number will be added to conform to the contract once fully executed.

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: _____

CONTRACTOR: Landscape Structures Inc.

Elaine Harkess, Contract Administrator

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SECTION P
OUT-OF-STATE BIDDERS

OUT-OF-STATE BIDDERS

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: SC OHA 30655800

If Bidder has no permit number, check box below and sign.

No Permit Number: [] _____

Signature: 
Elaine Harkess, Contract Administrator

Date: 2/4/2022

SECTION Q

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET/
GOVERNMENTAL PROJECT SHEET**

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET
CONTRACTOR MUST USE THIS FORM**

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

Name of Employee Elaine Harkess Title Contract Administrator
Years Experience 25 Current Licenses and/or Certifications _____
Other Pertinent Information Provides contract review and administrative support

Name of Employee Dwayne Ganzel Title Installation Services Manager
Years Experience 30+ Current Licenses and/or Certifications CA License 840892 RME
Other Pertinent Information Past 7 years has been responsible for the Landscape Structures Installation Department and managing the Certified Installer Program. Dwayne also has over 23 years in the construction industry overseeing permitting, construction, and directing subcontractor work.

Name of Employee Mike Bennett Title President/RecWest Outdoor Products/Project Manager
Years Experience 30 Current Licenses and/or Certifications 30 years consulting exp with play area development and 15 years CPSI
Other Pertinent Information Worked closely with City of Los Angeles Recreation and Parks and Bureau of Engineering for thirty years. Personally overseen design and installation of over 125 playgrounds for the City of Los Angeles RAP. Since 1993 has designed and/or provided play equipment, site furnishings, shade structures & splash pads for over 2,000 parks in Los Angeles, Ventura, Santa Barbara, San Luis Obispo and Kern counties.

Name of Employee _____ Title _____
Years Experience _____ Current Licenses and/or Certifications _____
Other Pertinent Information _____

Name of Employee _____ Title _____
Years Experience _____ Current Licenses and/or Certifications _____
Other Pertinent Information _____

Name of Employee _____ Title _____
Years Experience _____ Current Licenses and/or Certifications _____
Other Pertinent Information _____

Name of Employee _____ Title _____
Years Experience _____ Current Licenses and/or Certifications _____
Other Pertinent Information _____

Please print additional pages if require

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project Ramon Garcia Recreation Center - Playground Purchase and Installation
Location of Project 1016 South Fresno Street, Los Angeles, CA 90023
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work
Amount of the Contract \$510,294.48 Duration in Months expected compl. Spring 2023
Awarding Agency City of Los Angeles Dept of Recreation and Parks
Awarding Agency Address 221 N Figueroa Street, Ste 350
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633
Awarding Agency Project Liaison Chris Atencio, Project Manager
Project Liaison Telephone Number (Include Area Code) (213) 202-2649

Name of Project Banning Child Care - Playground Replacement
Location of Project 1331 N. Eubank Avenue, Wilmington, CA 90744
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work
Amount of the Contract \$543,578.44 Duration in Months expected compl. Spring 2023
Awarding Agency City of Los Angeles Dept of Recreation and Parks
Awarding Agency Address 221 N Figueroa Street, Ste 350
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633
Awarding Agency Project Liaison Chris Atencio, Project Manager
Project Liaison Telephone Number (Include Area Code) (213) 202-2649

Name of Project Branford Child Care - Playground Purchase and Installation
Location of Project 13310 W. Branford Street, Arleta, CA 91331
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work
Amount of the Contract \$323,927.48 Duration in Months expected compl. Spring 2023
Awarding Agency City of Los Angeles Dept of Recreation and Parks
Awarding Agency Address 221 N Figueroa Street, Ste 350
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633
Awarding Agency Project Liaison Chris Atencio, Project Manager
Project Liaison Telephone Number (Include Area Code) (213) 202-2649

Please print additional pages if required

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project Evergreen Child Care - Playground Replacement
Location of Project 2839 East 4th Street, Los Angeles, CA 90033
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work
Amount of the Contract \$127,447.04 Duration in Months expected compl. Summer 2023
Awarding Agency City of Los Angeles Dept of Recreation and Parks
Awarding Agency Address 221 N Figueroa Street, Ste 350
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633
Awarding Agency Project Liaison Chris Atencio, Project Manager
Project Liaison Telephone Number (Include Area Code) (213) 202-2649

Name of Project West Creek Park Inclusive Play Area – Project P4023
Location of Project 24111 Village Circle, Santa Clarita, CA 91354
Project Description Design and construction of new inclusive play area; includes supply and installation of playground equipment, surfacing and related services
Amount of the Contract \$1,500,000 Duration in Months expected compl. Summer 2023
Awarding Agency City of Santa Clarita
Awarding Agency Address 23920 Valencia Blvd., Ste 120
City Santa Clarita State CA Zip Code 91355
Awarding Agency Telephone Number (Include Area Code) 661-255-4936
Awarding Agency Project Liaison Jackie Lillio
Project Liaison Telephone Number (Include Area Code) 661-286-4131

Name of Project Marine Park Playground Safety Upgrades Project (SP2642)
Location of Project 1406 Marine St, Santa Monica, CA 90405
Project Description Design and construction of the City of Santa Monica Marine Park Playground
Amount of the Contract \$1,205,380 Duration in Months expected compl. Spring 2023
Awarding Agency City of Santa Monica
Awarding Agency Address 1685 Main Street
City Santa Monica State CA Zip Code 90401
Awarding Agency Telephone Number (Include Area Code) 310-458-2205 (8728)
Awarding Agency Project Liaison Linda Cogswell, Project Manager
Project Liaison Telephone Number (Include Area Code) 310-429-6491

Please print additional pages if required

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project Aiden's Place - Playground Equipment
Location of Project 1350 South Sepulveda Boulevard, Los Angeles, CA 90025
Project Description Playground Equipment - Inclusion Matters by Shane's Inspiration Inclusive Playground
Amount of the Contract \$643,440.49 Duration in Months expected compl. Fall 2023
Awarding Agency City of Los Angeles Dept of Recreation and Parks
Awarding Agency Address 221 N Figueroa Street, Ste 350
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633
Awarding Agency Project Liaison Craig Raines, Project Manager
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

Name of Project Alavarado Terrace Park - Play Equipment and Surfacing
Location of Project Malvern Avenue & Alvarado Terrace, Los Angeles, CA 90006
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work
Amount of the Contract \$397,996.47 Duration in Months 2.5 months
Awarding Agency City of Los Angeles Dept of Recreation and Parks
Awarding Agency Address 221 N Figueroa Street, Ste 350
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633
Awarding Agency Project Liaison Craig Raines, Project Manager
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

Name of Project Lemon Grove Recreation Center - Playground Replacement
Location of Project 4959 Lemon Grove Avenue, Los Angeles, CA 90029
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work
Amount of the Contract \$303,625.84 Duration in Months 1 month
Awarding Agency City of Los Angeles Dept of Recreation and Parks
Awarding Agency Address 221 N Figueroa Street, Ste 350
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633
Awarding Agency Project Liaison Craig Raines, Project Manager
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

Please print additional pages if required

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project Palms Recreation Center - Play Area Replacement
Location of Project 2950 Overland Avenue, Los Angeles, CA 90064
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work
Amount of the Contract \$337,725.53 Duration in Months 2 months
Awarding Agency City of Los Angeles Dept of Recreation and Parks
Awarding Agency Address 221 N Figueroa Street, Ste 350
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633
Awarding Agency Project Liaison Craig Raines, Project Manager
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

Name of Project Sycamore Grove - Play Area Replacement
Location of Project 4702 North Figueroa Street, Los Angeles, CA 90042
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work
Amount of the Contract \$383,471.28 Duration in Months 3 months
Awarding Agency City of Los Angeles Dept of Recreation and Parks
Awarding Agency Address 221 N Figueroa Street, Ste 350
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633
Awarding Agency Project Liaison Craig Raines, Project Manager
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

Name of Project Venice Beach Rose Avenue - Play Area Replacement
Location of Project Venice Boardwalk at Rose Avenue, Los Angeles, CA 90291
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work
Amount of the Contract \$387,193.50 Duration in Months 3 months
Awarding Agency City of Los Angeles Dept of Recreation and Parks
Awarding Agency Address 221 N Figueroa Street, Ste 350
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633
Awarding Agency Project Liaison Craig Raines, Project Manager
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

Please print additional pages if required

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

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Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project Aidan's Place - Playground Design and Engineering Services

Location of Project 1350 South Sepulveda Boulevard, Los Angeles, CA 90025

Project Description Site Analysis, Community Meeting, Concept Plan, Project Development, Programming

Amount of the Contract \$35,000 Duration in Months 2.5 months

Awarding Agency City of Los Angeles Dept of Recreation and Parks

Awarding Agency Address 221 N Figueroa Street, Ste 350

City Los Angeles State CA Zip Code 90012

Awarding Agency Telephone Number (Include Area Code) (213) 202-2633

Awarding Agency Project Liaison Craig Raines, Project Manager

Project Liaison Telephone Number (Include Area Code) (818) 481-0662

Name of Project Elysian Park Solano - Splash Pad

Location of Project 929 Academy Road, Los Angeles, CA 90012

Project Description Playground, Fitness Area & Splash Pad Design

Amount of the Contract \$120,040 Duration in Months 7 months

Awarding Agency City of Los Angeles Dept of Recreation and Parks

Awarding Agency Address 221 N Figueroa Street, Ste 350

City Los Angeles State CA Zip Code 90012

Awarding Agency Telephone Number (Include Area Code) (213) 202-2633

Awarding Agency Project Liaison Craig Raines, Project Manager

Project Liaison Telephone Number (Include Area Code) (818) 481-0662

Name of Project Genesee Park - Playground Equipment, Installation and Surfacing

Location of Project 2330 South Genesee Avenue, Los Angeles, CA 90016

Project Description Purchase and Installation of Playground and Surfacing and Related Site Work

Amount of the Contract \$297,088.72 Duration in Months 1.5 months

Awarding Agency City of Los Angeles Dept of Recreation and Parks

Awarding Agency Address 221 N Figueroa Street, Ste 350

City Los Angeles State CA Zip Code 90012

Awarding Agency Telephone Number (Include Area Code) (213) 202-2633

Awarding Agency Project Liaison Craig Raines, Project Manager

Project Liaison Telephone Number (Include Area Code) (818) 481-0662

Please print additional pages if required

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project Queen Anne Recreation Center - Playground Equipment/ Surfacing Purchase Installation
Location of Project 1240 West Boulevard, Los Angeles, CA 90019
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work
Amount of the Contract \$200,189.54 Duration in Months 4 months
Awarding Agency City of Los Angeles Dept of Recreation and Parks
Awarding Agency Address 221 N Figueroa Street, Ste 350
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633
Awarding Agency Project Liaison Craig Raines, Project Manager
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

Name of Project Glen Alla Park - Purchase of Equipment
Location of Project 4601 Alla Road, Los Angeles, CA 90066
Project Description Purchase of Play Equipment (Materials Only)
Amount of the Contract \$6,140.59 Duration in Months <1 month
Awarding Agency City of Los Angeles Dept of Recreation and Parks
Awarding Agency Address 221 N Figueroa Street, Ste 350
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633
Awarding Agency Project Liaison Mel Raiford, Project Manager
Project Liaison Telephone Number (Include Area Code) (213) 847-0934

Name of Project North Hills Community Park - Playground Replacement
Location of Project 8756 North Parthenia Place, North Hills, CA 91343
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work
Amount of the Contract \$469,175.74 Duration in Months 3 months
Awarding Agency City of Los Angeles Dept of Recreation and Parks
Awarding Agency Address 221 N Figueroa Street, Ste 350
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633
Awarding Agency Project Liaison Mel Raiford, Project Manager
Project Liaison Telephone Number (Include Area Code) (213) 847-0934

Please print additional pages if required

SECTION R
INFORMATION RELEASE FORM

DEPARTMENT OF RECREATION AND PARKS

INFORMATION RELEASE FORM

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Bid 3 to disclose in good faith any information they may have regarding my Bids for contracting. All information obtained will be in connection with Bids for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles. I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have

understood it. Name: Elaine Harkess Title: Contract Administrator

Signature:  Date: 2/4/2022

Firm's Name: Landscape Structures Inc. Phone: 763-972-3391

Firm's Address:

601 7th Street S; Delano, MN 55328

Street,

City, State

Zip

SECTION 5

**NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS
OF QUALIFICATIONS**

NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSAL/BID/SUBMISSION OF QUALIFICATION

I/We, Elaine Harkess

being first duly sworn, deposes and states: That the undersigned

Contract Administrator

(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

is of Landscape Structures Inc. (Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal/bid/submission of qualification:

Affiant deposes and states: That said proposal/bid/submission of qualification is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal/bid/submission of qualification was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals/bids/submissions of qualifications the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid/submission of qualification;
(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal/bid/submission of qualification price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
(c) Did not, directly or indirectly, submit its proposal/bid/submission of qualification price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal/bid/submission of qualification depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal/bid/submission of qualification or cancellation of any contract awarded pursuant to this proposal/bid/submission of qualification.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF ~~CALIFORNIA~~ Minnesota
COUNTY OF Wright

Subscribed and sworn to before me this 4th day of

Elaine M. Harkess
(Signature)

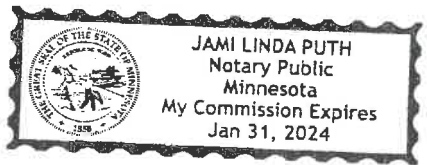
February 2022
(Month / Year)

Contract Administrator
(Title)

(Notary Public)

2/4/2022
(Date)

PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL





CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

SUB SECTION II

Compliance Documents to be submitted by Selected Proposer

SECTION T

BUSINESS TAX REGISTRATION CERTIFICATE

All Respondents receiving an award under this RFB must obtain a Business Tax Registration Certificate Number (BTRC) from the City of Los Angeles Department of Finance - Tax/Permit Division, unless exempt. Registration is renewable annually.

INSTRUCTIONS:

Complete the BTRC Number or Business Tax Exemption Number form, and submit it to the Board within the time frame specified in the RFB after receiving a Notice of Award. If an application is pending and no number has been received yet, a copy of the application must be attached. If the Respondent has an exemption, enter the exemption number and provide an explanation. This form is not required with the Response and need not be attached to the Response.

You may register On Line as a new business in the City of Los Angeles, or renew your Business Tax Registration Certificate at: <http://finance.lacity.org/online-taxpayer-services>

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER
OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BBTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm101, Los Angeles, CA 90012 (213) 473-5901

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

Company Name:

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

ACCOUNT NUMBER								FUND		CLASS			
						-							

New Format:

ACCOUNT NUMBER														FUND		CLASS					
0	0	0	0	2	2	5	6	6	0	-	0	0	0	2	-	8	L	G	R	2	

State effective dates here: to

If you have an application pending in the Department of Finance, and have not yet received your number, a copy of your application must be submitted with your proposal/bid/submission of qualification.

IF YOU HAVE RECEIVED AN EXEMPTION FORM THE Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

						-		
--	--	--	--	--	--	---	--	--

Explanation:



CITY OF LOS ANGELES
 Office of Finance
 P.O. Box 53200
 Los Angeles CA 90053-0200

601 7TH STREET S
 DELANO, MN 55328-8605



*****MIXED AADC 900 52
 LANDSCAPE STRUCTURES INC 16552
 601 7TH ST S
 DELANO MN 55328-8605

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX				
				ISSUED: 5/1/2016
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000225660-0002-8	LGR2	GrossReceiptFund/Class2 Ord 183419	4/19/2016	Active

LANDSCAPE STRUCTURES INC
 601 7TH ST S
 DELANO MN 55328-8605

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
 NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED TO
 601 7TH STREET S
 DELANO, MN 55328-8605



ISSUED BY:
Clari Bantels
 DIRECTOR OF FINANCE

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200

SECTION U

CITY-APPROVED PROOF OF INSURANCE

Evidence of sufficient insurance as specified on the 146 Insurance Requirements Form (see Section II Compliance Package) must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing KwikComply at <https://kwikcomply.org/>. Additional instructions and information on complying with City insurance requirements can be found at: <http://cao.lacity.org/risk>

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

- 1. Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.
- 2. When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
- 3. Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named

Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single- person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment

owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

INSTRUCTIONS:

Respondents shall comply with the City insurance requirements in Form Gen 146 (see separate exhibit attached to RFQ, RFB, RFP) and have all insurance documents submitted and approved prior to execution of the contract. The Respondent must also comply with any additional insurance requirements that may be set forth in the RFQ, RFB, RFP.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A	
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSURED / LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EXCLUSIONS) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTE / POLICY LIMIT \$ OTHER \$ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Los Angeles is an additional insured by blanket endorsement

CERTIFICATE HOLDER City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 1240 Los Angeles, CA 90012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE
---	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

City of Los Angeles
Applicant's Declaration of Self-Insurance

It is hereby RESOLVED that:

Name and Address of Organization:

which is a For-profit Corporation, Non-profit Corporation, General Partnership, Limited Partnership, Sole Proprietor

Other: _____ has a formal program to self-insure _____ exposure in the amount
(type of coverage)

of \$ _____ per occurrence, and \$ _____ annual aggregate limit and agrees to the following terms and conditions:

1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
3. To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:
--	--

Declaration

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this _____ day of _____, 20____, at _____
(Place)
 _____ and _____
(Signature) (Signature)
 _____ and _____
(Print name and title) (Print name and title)

Telephone: _____

Note: Two officers must sign for a corporation

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:
--------------------	---

From: [Los Angeles City Administrative Office Risk Management](#)
To: [Nancy Pachl](#); elaine.harkess@playlsi.com; [Marianne Schmidt](#); [Nancy Pachl](#)
Subject: Insurance Certificate Approved for Landscape Structures, Inc.
Date: Tuesday, June 1, 2021 9:26:56 AM
Attachments: [Landscape Structures Inc-All LA City-3022151-06012021.pdf](#)

ALERT: This message originated outside of Aon's network. **BE CAUTIOUS** before clicking any link or attachment.

Thank you Eric Krieger,

The insurance submitted on behalf of your client is approved. It meets the minimum insurance requirements of KwikComply™, (formerly Track4LA®) The City of Los Angeles Insurance and Bond Internet Tracking System.

Landscape Structures, Inc.

Certificate Approval(CA) #3022151

Please [click here](#) to view your submitted documents.

Please Note: Your client must comply with the insurance provisions of the contract, permit, lease or other agreement they have with the City of Los Angeles, the requirements of which may be greater than the minimum requirements of KwikComply™. Your client's compliance is subject to audit and/or production of the insurance policies providing the required coverages. Willful avoidance of financial responsibilities may subject the violator(s) to civil and criminal liabilities under the law, including but not limited to California False Claims Act, Government Code Section 12650 et seq.

Please contact us at(213)978-7475 with any questions regarding KwikComply™.

THIS IS AN AUTOMATED MESSAGE - PLEASE DO NOT REPLY DIRECTLY TO THIS EMAIL. ADDRESS ANY QUESTIONS OR CONCERNS TO CAO.INSURANCE.BONDS@LACITY.ORG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2021

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

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

PRODUCER Eric Krieger 5600 West 83 Street 8200 Tower, Suite 1100 MINNEAPOLIS MN 55437	CONTACT NAME: Eric Krieger
	PHONE (A/C, No, Ext): (952) 807-0680 FAX (A/C, No):
	E-MAIL ADDRESS: nancy.pachl@aon.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Markel American Insurance Company NAIC # 28932
	INSURER B: United States Fire Insurance Company NAIC # 21113
	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 INSD	SUBR 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 <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	MKLM6MMP1000292	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Cmp \$1000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll \$1000		Y	133-750142-1	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		Y	MKLM6MM70000338	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4087413252	06/01/2021	06/01/2022	<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)

The City of Los Angeles and Los Angeles County Regional Park and Open Space District are included as Additional Insured on General Liability policy as respects their interest in the operations of Landscape Structures, Inc. regarding the playground projects for Palms Park, Venice Beach, Sycamore Grove Park and Alvarado Terrace located in Los Angeles, CA

CERTIFICATE HOLDER

City of Los Angeles and its Agencies, Boards and Depts. 200 North Main Street City Hall East - Rm 1240 Los Angeles CA 90012
--

CANCELLATION

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



CERTIFICATE OF LIABILITY INSURANCE

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

CG 20 10. Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization, CG 20 37. Additional Insured - Owners, Lessees or Contractors - Completed

SECTION V

CITY-APPROVED PERFORMANCE BOND

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

INSTRUCTIONS:

If a performance bond is requested upon the notice of award of the contract, the Respondent shall have ten (10) days to submit proof of the performance bond. Refer to the RFB language for instructions on how to submit proof of the performance bond.

SECTION W
FORM W-9
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER (TIN) AND
CERTIFICATION

The Department requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification," from all entities doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal/bid/submission of qualification deposits or processing payments.

INSTRUCTIONS:

All Respondents must submit Form W-9 upon notification of contract award. The name listed on Form W-9 must match the respondents' legal business name as listed on the Responder's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Landscape Structures Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
601 7th Street S.

6 City, state, and ZIP code
Delano, MN 55328

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number


4	1	-	0	9	7	1	8	4	2
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 1/2/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

SECTION X

LIVING WAGE ORDINANCE AND SERVICE CONTRACT WORKER RETENTION ORDINANCE ADDITIONAL FORMS

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

<https://bca.lacity.org/living-wages-ordinance-lwo>

<https://bca.lacity.org/service-contract-worker-retention-ordinance-scwro>

INSTRUCTIONS:

If Respondent is not exempt from the Living Wage Ordinance, then upon Notice of Award, the Living Wage Ordinance Additional Forms must be completed and submitted as per the instructions on each form. For forms requiring submission to the Awarding Department, the forms are to be submitted to the Los Angeles Department of Recreation and Parks Board of Commissioners. These forms are not required with the Response and need not be attached to the Response.

Failure to submit forms on time will result in the contract being noncompliant, and no payments will be made until the forms are completed and submitted.

LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM
REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within **90 DAYS** of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name:	Company Phone Number:
2. Company Address:	
3. Awarding Department:	
4. Project Name:	
<p>IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.</p>	

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2016, a wage of at least **\$11.27 per hour with health benefits** of \$1.25 per hour, or **\$12.52 per hour without health benefits** (to be adjusted annually on July 1) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least **10 additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name:	Company Phone Number:
2. Company Address:	
3. Type of Service Provided by Subcontractor to Prime:	
4. Amount of Subcontract:	Subcontract Start Date: ___/___/___ End Date: ___/___/___
By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.	
Print Name of Person Completing This Form	Signature of Person Completing This Form
Title	Date
Phone #	

LWO – EMPLOYEE INFORMATION FORM
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2008, a wage of at least **\$10.00 per hour with health benefits** of \$1.25 per hour, or **\$11.25 per hour without health benefits** (to be adjusted annually) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name:
2. **STATE** the number of employees working **ON THIS CITY CONTRACT**:
3. **ATTACH** a copy of your company's 1st PAYROLL under **THIS CITY CONTRACT**.
4. **INDICATE** (highlight, underline) on the payroll which employees are working **ON THIS CITY CONTRACT**.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? Yes No If YES:
 - 5a. **SUBMIT** a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits.
 - 5b. **STATE** how much, if any, employees pay for co-premiums: \$
6. **SUBMIT** a copy of your company's current PAID time off policy for the employees working on the City contract.
7. **SUBMIT** a copy of your company's current UNPAID time off policy for the employees working on the City contract.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form

Signature of Person Completing This Form

Title

Phone #

Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ **Dept Contact:** _____ **Contact Phone:** _____ **Contract #:** _____

LWO – SUBCONTRACTOR INFORMATION FORM
 REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution.
INCOMPLETE SUBMISSIONS WILL BE RETURNED.

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: _____ Contact Person: _____ Phone Number: _____
- 2) Do you have subcontractors working on this City contract? Yes No
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.**
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) ¹	II One- Person ² Contractor	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract over three (3) months? Yes No If you checked off YES for Questions 7 AND 8, this subcontract <input type="checkbox"/> IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract <input type="checkbox"/> IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract over three (3) months? Yes No If you checked off YES for Questions 7 AND 8, this subcontract <input type="checkbox"/> IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? Yes No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes No If you checked off YES for Questions 7 AND 8, this subcontract <input type="checkbox"/> IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II: SUBCONTRACTOR INFORMATION (continued)

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶

1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)

- 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. **Continue to Section V**, and submit this form and all supporting documentation to the Awarding Department for approval.
- 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, **Continue to Section IV**.

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Small Business	LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
Governmental Entity	NONE REQUIRED.

SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

- Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.
- | | |
|--|---|
| 1) Employee Information Form | LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
| 2) Subcontractor Information Form | LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
| 3) Subcontractor Declaration of Compliance Form (retain) | LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |

SECTION V: SIGNATURE

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form	Signature of Person Completing This Form
Title	Date
Phone #	

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

- (A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.
- (B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than eight (8) times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

- (i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non-compliance.
- (ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in

Appendix A along with supporting documentation to verify that it meets both of the following requirements:

The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(A) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

EXEMPTION THAT REQUIRES OCC APPROVAL

This application for exemption is for lessees and licensees only and must be submitted along with your proposal/bid/submission of qualification to the AWARDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? Yes No If YES, state the name of your Prime Contractor:

4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____

SECTION I: BUSINESS INFORMATION

CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:

<input type="checkbox"/> PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.	None Required.
I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for <u>all</u> of my businesses are less than \$440,792 (as of July 1, 2008) for the 2007 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es).
I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than \$440,792 (as of July 1, 2007) for the 2008 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.

If you **DID NOT** check off ANY boxes in PART A, your company **IS NOT ELIGIBLE FOR AN EXEMPTION.**
If you checked off ANY boxes in PART A, continue to Section II.

SECTION II: EMPLOYEE INFORMATION

CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:

<input type="checkbox"/> PART C	PART D: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises). My company's workforce worked an average of no more than 1,214 hours per month for at least three- fourths of the calendar year.	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records. OR Payrolls for the nine (9) months you would like to have reviewed.

If you **DID NOT** check off ANY boxes in PART C, your company **IS NOT ELIGIBLE FOR AN EXEMPTION.**
If you checked off ANY box in PART C, **ATTACH** supporting documentation, **SIGN, AND SUBMIT EXEMPTION FORM.**

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

OCC USE ONLY:

Approved/Not Approved – Reason: _____

By OCC Analyst: _____ Date: _____

LWO – OCC SMALL BUSINESS EXEMPTION EMPLOYEE WORKSHEET
EXEMPTION THAT REQUIRES OCC APPROVAL TO BE VALID

This worksheet must be completed for **EACH** company or business for which you have a controlling interest, **whether or not it is on City premises.** You may **COPY THIS FORM** as necessary for **EACH** company. Include the names of **ALL PERSONS** employed by **EACH** company, and the number of hours worked each month for the current year. **ATTACH this form(s) to LW-26A.**

- 1. Company Name: _____ Company Phone: _____
- 2. Company Address: _____

EMPLOYEE NAME	HOURS WORKED									TOTAL			
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP		OCT	NOV	DEC
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
4. TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Check each box indicating which nine (9) months you would like be reviewed:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6a. **TOTAL HOURS** for the nine (9) months selected in 5 above : 5,800.00 6b. **DIVIDE 6a by 9:** 644.444444 6c. **Is 6b less than 1,214?** **YES** **NO**

7. If 6c is **NO**, then this contract **IS NOT ELIGIBLE FOR AN EXEMPTION.** If 6c is **YES**, **SIGN** and **ATTACH** this form to **LW-26A.**

I certify under penalty of perjury that the information herein is true and correct to the best of my knowledge. I will provide further documentation and proof upon request. I understand that the submission of false information may lead to the revocation of any approved exemption.

Print Name of Person Completing this Form _____ Signature of Person Completing this Form _____
 Title _____ Phone # _____ Date _____

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

SECTION Y

SLAVERY/BORDER WALL DISCLOSURE AFFIDAVIT

Unless otherwise exempt, in accordance with the provisions of the DO/DBWCO, any contract awarded pursuant to this RFB will be subject to the DO/DBWCO, Section 10.41 of the Los Angeles Administrative Code.

Respondents seeking additional information regarding the requirements of the DO/DBWCO may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Disclosure of Border Wall Contracting Ordinance (DBWCO)

The DBWCO requires that City Contractors disclose all contracts, proposal/bid/submission of qualification to provide goods or services for the design, construction, operation or maintenance of a federally funded wall, fence or other barrier along the border between the United States and Mexico.

For more details, see the link below: <https://bca.lacity.org/Disclosure-of-Border-Wall-Contracting-Ordinance>

Slavery Disclosure Ordinance (SDO)

The SDO requires that City Contractors disclose whether their company had any participation, investments, or profits derived from slavery during the Slavery Era (prior to 1865). <https://bca.lacity.org/slavery-disclosure-ordinance-sdo>

INSTRUCTIONS:

The selected Respondent shall electronically sign and complete the Slavery/Border Wall Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to the award of a City contract. If the respondent is exempt from this requirement, then the DO/DBWCO form shall be completed and submitted with the response.

DO/DBWCO COMPLIANCE

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN (www.labavn.org), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2626; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

1. I, [name] _____ am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

[company id] BAVN Company Id	[tax id] EIN/TIN		
[company name] Company Name			
[company address] Street Address	[city] City	[state] State	[zip] Zip
[phone] Phone	[email] Email		

3. The company came into existence in [year] _____ (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.

The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that Participation is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, [name], the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

[name]

[date]

Signature

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

SECTION Z

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT/ FIRST SOURCE HIRING ORDINANCE

Equal Benefits Ordinance

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

The selected Respondent shall electronically sign and complete the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers do not need to submit supporting documentation with their proposal/bid/submission of qualification. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

First Source Hiring Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to the "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (two [2] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at www.labavn.org prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

⚠
The Anticipated Job Opportunities Form (FSHO-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

INSTRUCTIONS:

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at www.labavn.org.
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSHO-1) ONLY if there are anticipated job opportunities.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: hca.esoc@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 10786 EIN/TIN:
Company Name: J and Y Inc - ITA TEST COMPANY
Company Address: 1234 N Main St
City: Los Angeles State: AL Zip: 70012
Contact Person: Jon Doe Phone: 2135551888 E-mail: test@email.com
Approximate Number of Employees in the United States: 10
Approximate Number of Employees in the City of Los Angeles: 3

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
I provide no benefits.
I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
I provide equal benefits as required by the City of Los Angeles EBO.
I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)

- Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract, monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Jon Doe, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Jon Doe

Signature

26 July, 2016

Date

- I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
PlayBooster® Slides				
271761A	Alpine™ Slide 72" Deck		268	4345
271761B	Alpine™ Slide 96" Deck DB Only		297	5197
144414A	Cloudburst® Slide 64"-72" Deck		394	5080
123331A	Double Slide 32" Deck		119	2066
123331B	Double Slide 40"-48" Deck		137	2326
130798A	Double Swirl Slide 48"-56" Deck		176	2550
130390A	Double Swoosh™ Slide 64"-72" Deck		174	2662
123336A	Double Wave Slide 48"-56" Deck		175	3055
126368A	EI Slide 40" Deck ¹		173	3346
126368B	EI Slide 48" Deck ¹		188	3825
126368C	EI Slide 56" Deck ¹		210	4070
126368D	EI Slide 64" Deck ¹		235	4570
126368E	EI Slide 72" Deck ¹		248	4804
126368F	EI Slide 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately ¹		318	6436
148426A	Firepole w/Permalene® Handholds 32"-48" Deck		56	867
148426B	Firepole w/Permalene® Handholds 56"-72" Deck		59	882
169317A	Firepole w/Recycled Wood-Grain Handholds 32"-48" Deck		85	1663
169317B	Firepole w/Recycled Wood-Grain Handholds 56"-72" Deck		88	1688
148435A	Firepole w/SteelX® Handholds 32"-48" Deck		77	1244
148435B	Firepole w/SteelX® Handholds 56"-72" Deck		81	1285
180100A	Firepole w/Vibe® Handholds 32"-48" Deck		82	1219
180100B	Firepole w/Vibe® Handholds 56"-72" Deck		85	1239
205015A	Gemini Slide Hood Extension Kit	UPS	16	0
130800A	Gemini SlideWinder2® 32" Deck		279	4860
130800B	Gemini SlideWinder2® 40" Deck		296	5707
130800C	Gemini SlideWinder2® 48" Deck		349	6191
130800D	Gemini SlideWinder2® 56" Deck		374	7222
130800E	Gemini SlideWinder2® 64" Deck		396	7426
130800F	Gemini SlideWinder2® 72" Deck		458	8828
130800G	Gemini SlideWinder2® 96" Deck (DB Only),Use 182" Steel Posts Only, Order Separately		532	10338
145838C	Lava Run Slide 32" Deck 12" SM		109	2076
145838B	Lava Run Slide 32" Deck 2" SM		105	2076
145838A	Lava Run Slide 32" Deck DB		113	1897
120424A	Ribbon Slide 40"-48" Deck		76	1831
123333A	Rollerslide 40" Deck		364	8507
123333B	Rollerslide 56" Deck		524	10705
183176A	Rush™ Slide		255	5177
189313A	Rushwinder		309	5671
123337A	Single Slide 32"-48" Deck		94	1765
131437A	Single Wave Slide 64"-72" Deck		135	2662
205013A	Slidewinder Hood Extension Kit	UPS	8	0
124863A	SlideWinder2® 32" Deck		139	2326
124863B	SlideWinder2® 40" Deck		152	2616
124863C	SlideWinder2® 48" Deck		178	2938
124863D	SlideWinder2® 56" Deck		192	3290
124863E	SlideWinder2® 64" Deck		197	3427
124863F	SlideWinder2® 72" Deck		234	3998
124863G	SlideWinder2® 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately		269	4738
169316A	SlideWinder2® w/Tree Branch Support 72" Deck (DB Only)		266	4779
122033C	SpyroSlide™ 56" Deck		381	6344
122033D	SpyroSlide™ 56" Slide w/Hanger Bracket for 48" Deck		402	6681
122033A	SpyroSlide™ 72" Deck		413	7048
122033B	SpyroSlide™ 72" Slide w/Hanger Bracket for 64" Deck		434	7426
190857A	Stainless Steel Double Slide w/SteelX® 32"-40" Deck		157	5931
190857B	Stainless Steel Double Slide w/SteelX® 48"-56" Deck		176	6426
190857C	Stainless Steel Double Slide w/SteelX® 64"-72" Deck		211	7206
123340A	Stainless Steel Slide w/Poly Hood 32"-40" Deck		90	2820
123340B	Stainless Steel Slide w/Poly Hood 48"-56" Deck		100	3065
123340C	Stainless Steel Slide w/Poly Hood 64"-72" Deck		117	3789

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
190855A	Stainless Steel Slide w/SteelX® 32"-40" Deck		139	3300
190855B	Stainless Steel Slide w/SteelX® 48"-56" Deck		149	3555
190855C	Stainless Steel Slide w/SteelX® 64"-72" Deck		168	4294
194699A	Stainless Steel Spiral Slide (DB Only)		751	29259
185527A	Stainless Steel Surf Slide		351	6513
190858A	Stainless Steel Wave Slide 64"-72" Deck		164	4753
185526A	Surf Slide		375	5406
126367A	Tunnel Slide 32" Deck ¹		160	2897
126367B	Tunnel Slide 40" Deck ¹		173	3111
126367C	Tunnel Slide 48" Deck ¹		197	3575
126367D	Tunnel Slide 56" Deck ¹		210	3789
126367E	Tunnel Slide 64" Deck ¹		235	4269
126367F	Tunnel Slide 72" Deck ¹		248	4412
126367G	Tunnel Slide 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately ¹		326	5829
123763A	TurboTwister™ Tunnel Slide 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately		380	6089
222708A	WhooshWinder Slide 72" Deck		346	5697
222708B	WhooshWinder Slide 96" Deck		283	5457
226811A	WhooshWinder Slide EN 72" Deck		346	5697
226811B	WhooshWinder Slide EN 96" Deck		283	5457

¹ NOTE: Additional weight and cost associated with each View Tube section.

² NOTE: 12-week lead time required

PlayBooster® Climbers w/Permalene Handholds

152431A	ABC Climber 32"-48" Deck		130	1841
229830A	Arcade Climber 96" Deck DB Only		138	2106
229830B	Arcade Climber 72" Deck		124	2009
135344A	Block Climber w/Permalene® Handholds 32" Deck		154	2540
135344B	Block Climber w/Permalene® Handholds 40" Deck		182	3009
150975A	Cascade Climbers 4-Panel, 48"-56" Deck (DB Only)		215	2616
150975B	Cascade Climbers 6-Panel, 64"-72" Deck (DB Only)		307	3488
128986A	Catwalk Climber 24" Deck Height Difference		132	2020
153350A	Chain Ladder w/Permalene® Handholds 32"-40" Deck DB	UPS	56	1046
153350B	Chain Ladder w/Permalene® Handholds 48"-56" Deck DB	UPS	60	1112
153350C	Chain Ladder w/Permalene® Handholds 64"-72" Deck DB	UPS	65	1234
229828A	Chimney Climb Across™ (Cable) 72" to 48" Deck (DB Only)		158	5585
229828D	Chimney Climb Across™ (Cable) 96" to 72" Deck (DB Only)		170	5926
229829A	Chimney Climber (Cable) 56" Deck		139	3953
229829D	Chimney Climber (Cable) 64" Deck		144	4274
229829B	Chimney Climber (Cable) 72" Deck		145	4580
229829C	Chimney Climber (Cable) 96" Deck		169	4860
122570A	Cliff Climber w/Permalene® Handholds 48" Deck		137	1989
122570B	Cliff Climber w/Permalene® Handholds 56" Deck		137	2015
122570C	Cliff Climber w/Permalene® Handholds 64" Deck		157	2402
122570D	Cliff Climber w/Permalene® Handholds 72" Deck		158	2423
158678A	Climbing Wall Aluminum Posts		142	1964
158678B	Climbing Wall Steel Posts		192	1913
143199B	Conical Climber™ 40" Deck		118	3825
143199A	Conical Climber™ 72" Deck		161	4753
148432A	Corkscrew Climber w/Permalene® Handholds 32"-48" Deck		68	1265
148432B	Corkscrew Climber w/Permalene® Handholds 56"-72" Deck		80	1454
143198A	Corner Climber™ 64"-72" Deck		157	4534
123293A	Cozy Climber™ w/Permalene® Handholds 32"-40" Deck		117	2744
123293B	Cozy Climber™ w/Permalene® Handholds 48" Deck		126	2968
202625A	Crest Climber w/Permalene® Handholds		205	6273
145839B	Critter Canyon 32" Deck 2" Surface Mount		101	1989
145839A	Critter Canyon 32" Deck Direct Bury		109	1831
176077A	Croquet Climber 48"-56"Dk DB		65	1642
176077B	Croquet Climber 64"-72"Dk DB		68	1663
152908A	Deck Link w/Permalene® Panels 1 Step		95	1505

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
152908B	Deck Link w/Permalene® Panels 2 Steps		129	1739
152908C	Deck Link w/Permalene® Panels 3 Steps		165	1989
152908D	Deck Link w/Permalene® Panels 4 Steps		201	2096
152907A	Deck Link w/Steel Barriers 1 Step		130	1566
152907B	Deck Link w/Steel Barriers 2 Steps		182	2310
152907C	Deck Link w/Steel Barriers 3 Steps		236	3009
152907D	Deck Link w/Steel Barriers 4 Steps		296	3733
229832A	Dot-to-Dot Climber		204	2560
122916A	Double Wave Climber w/Permalene® Handholds 48" to 48" Deck or 56" to 56" Deck		205	4340
122916C	Double Wave Climber w/Permalene® Handholds 48" to 64" Deck or 56" to 72" Deck		219	4381
122916B	Double Wave Climber w/Permalene® Handholds 64" to 64" Deck or 72" to 72" Deck		233	4463
237937A	Facet™ Stepper w/Permalene® Handholds 16" Deck (DB Only)		311	1464
237937B	Facet™ Stepper w/Permalene® Handholds 24" Deck (DB Only)		842	2769
237937C	Facet™ Stepper w/Permalene® Handholds 32" Deck (DB Only)		1523	3947
204176A	Flex Climber w/Permalene® Handholds		393	9542
145251A	Funnel Climber™ Handhold Panel		24	291
145249A	Funnel Climber™ Long Brace		14	219
145109A	Funnel Climber™ Net		112	4672
145248A	Funnel Climber™ Short Brace		10	194
145250A	Funnel Climber™ Vertical Ladder		52	923
201887A	JigJag Climber w/Permalene® Handhold 48" Deck		129	1800
201887B	JigJag Climber w/Permalene® Handhold 56"-72" Deck		133	2015
223170B	Labyrinth Climber 8" Deck Difference		480	13433
223170A	Labyrinth Climber Equal Decks 64" Deck		480	13433
223170C	Labyrinth Climber Equal Decks 72" Deck		480	13433
176080A	Logo Climber 56"-64"Dk DB		93	1663
176078A	Lollipop Climber 48"-56"Dk DB		63	1642
176078B	Lollipop Climber 64"-72"Dk DB		71	1663
122914A	Loop Arch w/Permalene® Handholds 40"-48" Deck		76	1566
122914B	Loop Arch w/Permalene® Handholds 56" Deck		80	1739
122914C	Loop Arch w/Permalene® Handholds 64"-72" Deck		88	1948
128252A	Loop Ladder w/Permalene® Handholds 40"-48" Deck		63	1051
148434A	Loop Pole w/Permalene® Handholds 32"-48" Deck		57	1265
148434B	Loop Pole w/Permalene® Handholds 56"-72" Deck		62	1377
185084A	Manta Ray Climber® w/Permalene™ Handholds 126" Module w/3" Offset 48" Deck (DB Only), Steel Posts Required		221	6421
145108A	Manta Ray Climber® w/Permalene® Handholds 48" Deck (DB Only), Steel Posts Required		221	6421
145108B	Manta Ray Climber® w/Permalene® Handholds 56" Deck (DB Only), Steel Posts Required		221	6421
145108C	Manta Ray Climber® w/Permalene® Handholds 64" Deck (DB Only), Steel Posts Required		221	6421
153076A	Mini Summit Climber 40"-48" Deck		88	1382
171564A	Mushroom Stepper 16" Deck w/Permalene® w/Permalene® Handhold		138	1260
171565A	Mushroom Stepper 24" Deck w/Permalene® w/Permalene® Handhold		289	2672
171565B	Mushroom Stepper 24" Deck w/Permalene® w/Permalene® Handhold, 1 Handloop		302	2820
171566A	Mushroom Stepper 32"-40" Deck w/Permalene® w/2 Permalene® Handholds		478	4600
171566B	Mushroom Stepper 32"-40" Deck w/Permalene® w/2 Permalene® Handholds, 1 Handloop		482	4733
171566D	Mushroom Stepper 32"-40" Deck w/Permalene® w/2 Permalene® Handholds, 1 Handloop and 1 Handrail		498	4937
171566C	Mushroom Stepper 32"-40" Deck w/Permalene® w/2 Permalene® Handholds, 1 Handrail		494	4814
184605B	O-Zone® 3-Ring Climber 24" or 32" Deck w/Permalene Handholds		169	6100
184605C	O-Zone® 3-Ring Climber 40" or 48" Deck w/Permalene Handholds		169	6100
184605A	O-Zone® 3-Ring Climber Ground or 16" Deck w/Permalene Handholds		145	5753
116247A	Panel Vertical Ladder 24" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	44	969
116247B	Panel Vertical Ladder 32" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	51	1066
116247C	Panel Vertical Ladder 40" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	57	1219
116247D	Panel Vertical Ladder 48" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	67	1454
116247E	Panel Vertical Ladder 56" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	73	1652
116247F	Panel Vertical Ladder 64" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	79	1846
116247G	Panel Vertical Ladder 72" Deck-to-Ground Only		86	2106
156915A	Pod Climber® 16" Deck w/1 Handhold Panel		24	571
156916A	Pod Climber® 24" Deck w/1 Handhold Panel		38	923
156916B	Pod Climber® 24" Deck w/1 Handhold Panel and 1 Handloop		42	1030
157427A	Pod Climber® 32"-40" Deck w/2 Handhold Panels		65	1505

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
157427B	Pod Climber® 32"-40" Deck w/2 Handhold Panels, 1 Handloop		69	1627
157427D	Pod Climber® 32"-40" Deck w/2 Handhold Panels, 1 Handloop and 1 Handrail		85	1800
157427C	Pod Climber® 32"-40" Deck w/2 Handhold Panels, 1 Handrail		81	1709
202594A	Portal Climber w/Permalene® Handholds (DB Only)		184	6263
164078A	RingTangle® Climber w/Handhold Panels 24"-48" Deck		162	2586
165445A	RingTangle® Climber w/Handloop 16"-48" Deck		154	2933
203845A	Seeker Climber w/Permalene® Handholds 32" Deck Difference		238	7655
203845B	Seeker Climber w/Permalene® Handholds Equal Decks, High to High		258	8726
203845C	Seeker Climber w/Permalene® Handholds Equal Decks, Low to Low		218	6599
229831A	Shockwave Climber 96" Deck DB Only		314	3412
229831B	Shockwave Climber 72" Deck		218	3019
122915A	Single Wave Climber w/Permalene® Handholds 48" Deck Difference		98	2183
122915B	Single Wave Climber w/Permalene® Handholds 64" Deck Difference		112	2310
174449A	Slingshot Climber™ 48" Deck		118	3529
174449B	Slingshot Climber™ 56" Deck		118	3529
122913A	Snake Climber w/Permalene® Handholds 48"-56" Deck		116	2076
122913B	Snake Climber w/Permalene® Handholds 64"-72" Deck		130	2168
174448A	SpaceLink Climber™ to 72" Deck Deck-to-Aeronet (Steel Posts and DB Only)		98	6727
145107A	SpaceWalk Climber™ 32"-48" Deck, Deck-to-Deck		258	8690
122533A	Spiral Climber 32" Deck		44	1030
122533B	Spiral Climber 40"-48" Deck		59	1454
122533C	Spiral Climber 56"-64" Deck		75	1856
122533D	Spiral Climber 72" Deck		92	2310
271908A	Square Loop Incline Climber w/Permalene® Handholds 72" Deck		110	1387
148039A	Star Seeker Climber 72" Deck (Square Deck, Steel Posts and DB Only)		133	4131
158425A	Starburst™ Climber 64"-72" Deck (DB Only)		123	2586
111465A	Step Deck 8"-32" Deck	UPS	58	1030
116246E	Step Ladder w/Permalene® Handholds 32" Deck 2" Surface Mount		92	1739
116246A	Step Ladder w/Permalene® Handholds 32" Deck Direct Bury		101	1800
116246F	Step Ladder w/Permalene® Handholds 40" Deck 2" Surface Mount		107	1867
116246B	Step Ladder w/Permalene® Handholds 40" Deck Direct Bury		116	1948
116246C	Step Ladder w/Permalene® Handholds 48"-56" Deck Direct Bury		153	2234
116246G	Step Ladder w/Permalene® Handholds 56" Deck 2" Surface Mount		144	2168
116246D	Step Ladder w/Permalene® Handholds 64"-72" Deck Direct Bury		196	2540
116246H	Step Ladder w/Permalene® Handholds 72" Deck 2" Surface Mount		187	2474
130742A	Stepping Block Climber 32" Deck Difference		247	4208
128608A	Summit Climber™ 64" Deck (DB Only) and 72" Deck		101	1556
129453A	Summit Climber™ for PlayOdyssey® 72" Deck		112	1627
176079A	Sunbeam Climber		118	1999
139778A	Thunderhead Climber® 48" Deck w/Aluminum Posts		543	7018
139778B	Thunderhead Climber® 48" Deck w/Steel Posts		615	7018
223167A	Trailblazer Climber 72" Deck to Deck		470	9767
200609A	Traveler Climber		309	9277
145624A	Vertical Ascent® Climber 48" Deck		82	1362
145624B	Vertical Ascent® Climber 56" Deck		89	1362
145624C	Vertical Ascent® Climber 64" Deck		95	1525
145624D	Vertical Ascent® Climber 72" Deck		104	1525
116249A	Vertical Ladder w/Permalene® Handholds 24"-32" Deck		40	862
116249B	Vertical Ladder w/Permalene® Handholds 40"-48" Deck		48	954
116249C	Vertical Ladder w/Permalene® Handholds 56" Deck		52	989
116249D	Vertical Ladder w/Permalene® Handholds 64"-72" Deck		57	1051
123284A	Wiggle Ladder w/Permalene® Handholds 32" Deck	UPS	41	780
123284B	Wiggle Ladder w/Permalene® Handholds 40" Deck	UPS	48	801
123284C	Wiggle Ladder w/Permalene® Handholds 48" Deck	UPS	52	862
123284D	Wiggle Ladder w/Permalene® Handholds 56" Deck	UPS	53	923
123284E	Wiggle Ladder w/Permalene® Handholds 64" Deck	UPS	58	969
123284F	Wiggle Ladder w/Permalene® Handholds 72" Deck	UPS	65	1035
272084A	Wood Plank Ladder w/Permalene® Handholds 72" Deck	UPS	137	1749
272368A	Zenith™ Climber w/Permalene® Handholds Attached to Square Deck 72" Deck Direct Bury	UPS	378	6640
272368C	Zenith™ Climber w/Permalene® Handholds Attached to Hex Deck 72" Deck Direct Bury	UPS	419	7069

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
272368D	Zenith™ Climber w/Permalene® Handholds Attached to Square Deck 96" Deck Direct Bury	UPS	386	6885
272368F	Zenith™ Climber w/Permalene® Handholds Attached to Hex Deck 96" Deck Direct Bury	UPS	427	7313

¹ NOTE: 4-week lead time required.

PlayBooster® Climbers w/SteelX Handholds				
139491A	Block Climber w/SteelX® Handholds 32" Deck		177	2912
139491B	Block Climber w/SteelX® Handholds 40" Deck		205	3407
153351A	Chain Ladder w/SteelX® Handholds 32"-40" Deck DB		76	1403
153351D	Chain Ladder w/SteelX® Handholds 40" Deck SM		68	1367
153351B	Chain Ladder w/SteelX® Handholds 48"-56" Deck DB		80	1494
153351E	Chain Ladder w/SteelX® Handholds 48"-56" Deck SM		72	1448
153351C	Chain Ladder w/SteelX® Handholds 64"-72" Deck, DB		85	1581
153351F	Chain Ladder w/SteelX® Handholds 64"-72" Deck, SM		77	1525
139501A	Cliff Climber w/SteelX® Handholds 48" Deck		157	2351
139501B	Cliff Climber w/SteelX® Handholds 56" Deck		157	2387
139501C	Cliff Climber w/SteelX® Handholds 64" Deck		177	2815
139501D	Cliff Climber w/SteelX® Handholds 72" Deck		178	2836
148437A	Corkscrew Climber w/SteelX® Handholds 32"-48" Deck		89	1642
148437B	Corkscrew Climber w/SteelX® Handholds 56"-72" Deck		101	1872
139500A	Cozy Climber™ w/SteelX® Handholds 32"-40" Deck		140	3131
139500B	Cozy Climber™ w/SteelX® Handholds 48" Deck		150	3371
152910A	Deck Link w/SteelX® Panels 1 Step		112	1836
152910B	Deck Link w/SteelX® Panels 2 Steps		143	2086
152910C	Deck Link w/SteelX® Panels 3 Steps		176	2336
152910D	Deck Link w/SteelX® Panels 4 Steps		209	2565
139488A	Double Wave Climber w/SteelX® Handholds 48" to 48" Deck or 56" to 56" Deck		245	5095
139488C	Double Wave Climber w/SteelX® Handholds 48" to 64" Deck or 56" to 72" Deck		259	5166
139488B	Double Wave Climber w/SteelX® Handholds 64" to 64" Deck or 72" to 72" Deck		272	5217
139493A	Loop Arch w/SteelX® Handholds 32"-48" Deck		96	1953
139493B	Loop Arch w/SteelX® Handholds 56" Deck		101	2111
139493C	Loop Arch w/SteelX® Handholds 64"-72" Deck		108	2326
139495A	Loop Ladder w/SteelX® Handholds 40"-48" Deck		86	1443
148438A	Loop Pole w/SteelX® Handholds 32"-48" Deck		78	1642
148438B	Loop Pole w/SteelX® Handholds 56"-72" Deck		98	1739
139487A	Single Wave Climber w/SteelX® Handholds 48" Deck Difference		118	2586
139487B	Single Wave Climber w/SteelX® Handholds 64" Deck Difference		132	2662
139490A	Snake Climber w/SteelX® Handholds 48"-56" Deck		133	2443
139490B	Snake Climber w/SteelX® Handholds 64"-72" Deck		146	2550
139492A	Step Ladder w/SteelX® Handholds 32" Deck, DB		122	2173
139492E	Step Ladder w/SteelX® Handholds 32" Deck, SM		113	2111
139492B	Step Ladder w/SteelX® Handholds 40" Deck, DB		137	2326
139492F	Step Ladder w/SteelX® Handholds 40" Deck, SM		128	2249
139492C	Step Ladder w/SteelX® Handholds 48"-56" Deck, DB		174	2616
139492G	Step Ladder w/SteelX® Handholds 56" Deck, SM		165	2550
139492D	Step Ladder w/SteelX® Handholds 64"-72" Deck, DB		217	2912
139492H	Step Ladder w/SteelX® Handholds 72" Deck, SM		208	2856
139494A	Vertical Ladder w/SteelX® Handholds 24"-32" Deck		61	1234
139494B	Vertical Ladder w/SteelX® Handholds 40"-48" Deck		69	1280
139494C	Vertical Ladder w/SteelX® Handholds 56" Deck		73	1357
139494D	Vertical Ladder w/SteelX® Handholds 64"-72" Deck		78	1443
139502A	Wiggle Ladder w/SteelX® Handholds 32" Deck		62	1112
139502B	Wiggle Ladder w/SteelX® Handholds 40" Deck		68	1183
139502C	Wiggle Ladder w/SteelX® Handholds 48" Deck		74	1234
139502D	Wiggle Ladder w/SteelX® Handholds 56" Deck		74	1275
139502E	Wiggle Ladder w/SteelX® Handholds 64" Deck		80	1326
139502F	Wiggle Ladder w/SteelX® Handholds 72" Deck		86	1387

PlayBooster® Climbers w/Vibe Handholds				
179026A	ABC Climber w/Vibe® Handholds 32"-48" Deck		160	2173

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
229836A	Arcade Climber w/Vibe® Handholds 96" Deck DB Only		157	2438
229836B	Arcade Climber w/Vibe® Handholds 72" Deck		143	2351
179025A	Block Climber w/Vibe® Handholds 32" Deck		180	2876
179025B	Block Climber w/Vibe® Handholds 40" Deck		209	3361
179010A	Cascade Climber w/Vibe® Handhold 4-Panel, 48"-56" Deck (DB Only)		232	2851
179010B	Cascade Climber w/Vibe® Handhold 6-Panel, 64"-72" Deck (DB Only)		323	3713
179027A	Chain Ladder w/Vibe® Handholds 32"-40" Deck DB		82	1387
179027B	Chain Ladder w/Vibe® Handholds 48"-56" Deck DB		87	1464
179027C	Chain Ladder w/Vibe® Handholds 64"-72" Deck DB		91	1581
229834A	Chimney Climber w/Vibe® Handholds (Cable) 56" Deck		158	4289
229834D	Chimney Climber w/Vibe® Handholds (Cable) 64" Deck		163	4595
229834B	Chimney Climber w/Vibe® Handholds (Cable) 72" Deck		165	4922
229834C	Chimney Climber w/Vibe® Handholds (Cable) 96" Deck		188	5202
179024A	Cliff Climber w/Vibe® Handholds 48" Deck		161	2346
179024B	Cliff Climber w/Vibe® Handholds 56" Deck		161	2366
179024C	Cliff Climber w/Vibe® Handholds 64" Deck		178	2759
179024D	Cliff Climber w/Vibe® Handholds 72" Deck		178	2785
178961B	Conical Climber™ w/Vibe® Handholds 40" Deck		143	4162
178961A	Conical Climber™ w/Vibe® Handholds 72" Deck		186	5100
180101A	Corkscrew w/Vibe® Handholds 32"-48" Deck		93	1622
180101B	Corkscrew w/Vibe® Handholds 56"-72" Deck		106	1795
180092A	Cozy Climber™ w/Vibe® Handholds 32"-40" Deck		146	3101
180092B	Cozy Climber™ w/Vibe® Handholds 48" Deck		155	3320
200610A	Crest Climber w/Vibe® Handholds		232	6666
179020A	Croquet Climber w/Vibe® Handholds 48"-56"Dk DB		92	1984
179020B	Croquet Climber w/Vibe® Handholds 64"-72"Dk DB		95	2015
229838A	Dot-to-Dot Climber w/Vibe® Handholds		175	2805
178959A	Double Wave Climber w/Vibe® Handholds 48" to 48" Deck or 56" to 56" Deck		238	5044
178959C	Double Wave Climber w/Vibe® Handholds 48" to 64" Deck or 56" to 72" Deck		242	5085
178959B	Double Wave Climber w/Vibe® Handholds 64" to 64" Deck or 72" to 72" Deck		247	5161
200608A	Flex Climber w/Vibe® Handholds		438	10001
179021A	Funnel Climber™ Vibe® Handhold		51	704
201886A	JigJag Climber w/Vibe® Handhold 48" Deck		152	2045
201886B	JigJag Climber w/Vibe® Handhold 56"-72" Deck		156	2254
179018A	Logo Climber w/Vibe® Handholds 56"-64"Dk DB		122	2015
179019A	Lollipop Climber 48"-56"Dk DB		89	1984
179019B	Lollipop Climber 64"-72"Dk DB		98	2015
178958A	Loop Arch w/Vibe® Handholds 32"-48" Deck		103	1913
178958B	Loop Arch w/Vibe® Handholds 56" Deck		108	2091
178958C	Loop Arch w/Vibe® Handholds 64"-72" Deck		113	2295
178960A	Loop Ladder w/Vibe® Handholds 40"-48" Deck		92	1392
180102A	Loop Pole w/Vibe® Handholds 32"-48" Deck		83	1622
180102B	Loop Pole w/Vibe® Handholds 56"-72" Deck		88	1729
185095A	Manta Ray Climber® w/Vibe® Handholds 126" Module w/3" Offset 48" Deck (DB Only), Steel Posts Required		226	7115
178963A	Manta Ray Climber® w/Vibe® Handholds 48" Deck (DB Only), Steel Posts Required		226	7115
178963B	Manta Ray Climber® w/Vibe® Handholds 56" Deck (DB Only), Steel Posts Required		226	7115
178963C	Manta Ray Climber® w/Vibe® Handholds 64" Deck (DB Only), Steel Posts Required		226	7115
179011A	Mini Summit Climber w/Vibe® Handholds 40"-48" Deck		112	1734
184606B	O-Zone® 3-Ring Climber 24" or 32" Deck w/Vibe® Handholds		223	6814
184606C	O-Zone® 3-Ring Climber 40" or 48" Deck w/Vibe® Handholds		223	6814
184606A	O-Zone® 3-Ring Climber Ground or 16" Deck w/Vibe® Handholds		121	5416
180087A	Panel Vertical Ladder w/Vibe® Handholds 24" Deck Difference. Deck-to-Deck or Deck-to-Ground		71	1316
180087B	Panel Vertical Ladder w/Vibe® Handholds 32" Deck Difference. Deck-to-Deck or Deck-to-Ground		79	1428
180087C	Panel Vertical Ladder w/Vibe® Handholds 40" Deck Difference. Deck-to-Deck or Deck-to-Ground		85	1566
180087D	Panel Vertical Ladder w/Vibe® Handholds 48" Deck Difference. Deck-to-Deck or Deck-to-Ground		95	1795
180087E	Panel Vertical Ladder w/Vibe® Handholds 56" Deck Difference. Deck-to-Deck or Deck-to-Ground		100	1999
180087F	Panel Vertical Ladder w/Vibe® Handholds 64" Deck Difference. Deck-to-Deck or Deck-to-Ground		107	2183
180087G	Panel Vertical Ladder w/Vibe® Handholds 72" Deck Difference. Deck-to-Deck or Deck-to-Ground		113	2453
180098A	Pod Climber® 32"-40" Deck w/Vibe® Handholds		91	1856
180098B	Pod Climber® 32"-40" Deck w/Vibe® Handholds 1 Handloop		96	1974

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
180098D	Pod Climber® 32"-40" Deck w/Vibe® Handholds 1 Handloop and 1 Handrail		112	2147
180098C	Pod Climber® 32"-40" Deck w/Vibe® Handholds 1 Handrail		108	2060
179013A	Pod Climber® w/Vibe® Handhold No Handloop 24" Deck		51	1265
179013B	Pod Climber® w/Vibe® Handhold 1 Handloop 24" Deck		55	1377
179012A	Pod Climber® w/Vibe® Handhold 16" Deck w/1 Handhold Panel		37	949
200611A	Portal Climber w/Vibe® Handholds (DB Only)		229	6732
179016A	RingTangle® Climber w/Handholds 24"-48" Deck		215	3284
200607A	Seeker Climber w/Vibe® Handholds 32" Deck Difference		287	8257
200607B	Seeker Climber w/Vibe® Handholds Equal Decks, High to High		304	9195
200607C	Seeker Climber w/Vibe® Handholds Equal Decks, Low to Low		271	7344
229837A	Shockwave Climber w/Vibe® Handholds 96" Deck DB Only		333	3754
229837B	Shockwave Climber w/Vibe® Handholds 72" Deck		237	3356
179005A	Single Wave Climber w/Vibe® Handholds 48" Deck Difference		121	2545
179005B	Single Wave Climber w/Vibe® Handholds 64" Deck Difference		125	2637
179028A	Slingshot Climber™ w/Vibe® Handholds 48" Deck		153	4208
179028B	Slingshot Climber™ w/Vibe® Handholds 56" Deck		153	4208
178957A	Snake Climber w/Vibe® Handholds 48"-56" Deck		131	2407
178957B	Snake Climber w/Vibe® Handholds 64"-72" Deck		136	2530
179017A	SpaceLink Climber™ w/Vibe® Handholds to 72" Deck Deck-to-Aeronet (Steel Posts and DB Only)		124	7084
178962A	SpaceWalk Climber™ w/Vibe® Handholds 32"-48" Deck, Deck-to-Deck		245	9384
179004A	Spiral Climber w/Vibe® Handhold 32" Deck		69	1260
179004B	Spiral Climber w/Vibe® Handhold 40"-48" Deck		85	1683
179004C	Spiral Climber w/Vibe® Handhold 56"-64" Deck		101	2086
179004D	Spiral Climber w/Vibe® Handhold 72" Deck		118	2530
271909A	Square Loop Incline Climber w/Vibe® Handholds 72" Deck		129	1734
179009A	Star Seeker Climber w/Vibe® Handholds 72" Deck (Square Deck, Steel Posts and DB Only)		145	4371
179014A	Starburst Climber w/Vibe® Handholds		153	2820
180084A	Step Ladder w/Vibe® Handholds 32" Deck 2"SM		121	2091
180084A	Step Ladder w/Vibe® Handholds 32" Deck DB		130	2147
180084B	Step Ladder w/Vibe® Handholds 40" Deck 2"SM		136	2224
180084B	Step Ladder w/Vibe® Handholds 40" Deck DB		145	2295
180084C	Step Ladder w/Vibe® Handholds 48"-56" Deck DB		181	2586
180084C	Step Ladder w/Vibe® Handholds 56" Deck 2"SM		172	2530
180084D	Step Ladder w/Vibe® Handholds 64"-72" Deck DB		224	2876
180084D	Step Ladder w/Vibe® Handholds 72" Deck 2"SM		215	2836
179007A	Summit Climber™ w/Vibe® Handholds 64" Deck (DB Only) and 72" Deck		127	1897
179008A	Summit Climber™ for PlayOdyssey® w/Vibe® Handholds 72" Deck		139	1974
179022A	Sunbeam Climber w/Vibe® Handhold		126	2239
179023A	Vertical Ladder w/Vibe® Handholds 24"-32" Deck		68	1214
179023B	Vertical Ladder w/Vibe® Handholds 40"-48" Deck		75	1285
179023C	Vertical Ladder w/Vibe® Handholds 56" Deck		80	1341
179023D	Vertical Ladder w/Vibe® Handholds 64"-72" Deck		85	1392
180090A	Wiggle Ladder w/Vibe® Handholds 32" Deck		70	1132
180090B	Wiggle Ladder w/Vibe® Handholds 40" Deck		75	1173
180090C	Wiggle Ladder w/Vibe® Handholds 48" Deck		81	1214
180090D	Wiggle Ladder w/Vibe® Handholds 56" Deck		81	1265
180090E	Wiggle Ladder w/Vibe® Handholds 64" Deck		87	1316
180090F	Wiggle Ladder w/Vibe® Handholds 72" Deck		93	1382
272369C	Zenith™ Climber w/Vibe® Handholds Attached to Hex Deck 72" Deck Direct Bury		438	7410
272369F	Zenith™ Climber w/Vibe® Handholds Attached to Hex Deck 96" Deck Direct Bury		451	7650
272369A	Zenith™ Climber w/Vibe® Handholds Attached to Square Deck 72" Deck Direct Bury		397	6982
272369D	Zenith™ Climber w/Vibe® Handholds Attached to Square Deck 96" Deck Direct Bury		405	7232

PlayBooster® Climbers Nature-Inspired

174450A	AdventureScapes® Design 1 40"Deck (DB Only) ¹		2970	19161
174451A	AdventureScapes® Design 2 40"Deck (DB Only) ¹		5880	34558
174452A	AdventureScapes® Design 3 40"Deck (DB Only) ¹		4410	34818
174453A	AdventureScapes® Design 4 40"Deck (DB Only) ¹		7330	50480
174454A	AdventureScapes® Design 5 40"Deck (DB Only) ¹		10220	62699
174455A	AdventureScapes® Design 6 40"Deck (DB Only) ¹		8760	65867

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
174456A	AdventureScapes® Design 7 40"Deck (DB Only) ¹		11670	78596
174457A	AdventureScapes® Design 8 40"Deck (DB Only) ¹		11690	81524
174458A	AdventureScapes® Design 9 40"Deck (DB Only) ¹		16020	109670
207851A	Canyon Corkscrew Net w/The Ascent® Rock ^{1,2}		2949	8191
207851B	Canyon Corkscrew Net w/The Bend® Rock ^{1,2}		4738	10338
207851C	Canyon Corkscrew Net w/The Chimney® Rock ^{1,2}		4228	8604
207852A	Canyon High Wire Net w/The Ascent® Rock ^{2,1}		2930	7987
207852B	Canyon High Wire Net w/The Bend® Rock ^{2,1}		4721	10149
207852C	Canyon High Wire Net w/The Chimney® Rock ^{2,1}		4209	8405
172666A	Corkscrew Climber w/Recycled Wood-Grain Handholds 32"- 48" Deck		97	2060
172666B	Corkscrew Climber w/Recycled Wood-Grain Handholds 56"-72" Deck		109	2234
169322C	Discovery Tree Climb Aluminum Post w/o Roof (DB Only)		1776	21542
169322A	Discovery Tree Climb Aluminum Post w/Roof (DB Only)		1792	21680
169322D	Discovery Tree Climb Steel Post w/o Roof (DB Only)		1830	21456
169322B	Discovery Tree Climb Steel Post w/Roof (DB Only)		1873	21599
237938A	Facet™ Stepper w/Recycled Wood-Grain Handholds 16" Deck (DB Only)		311	2198
237938B	Facet™ Stepper w/Recycled Wood-Grain Handholds 24" Deck (DB Only)		842	3514
237938C	Facet™ Stepper w/Recycled Wood-Grain Handholds 32" Deck (DB Only)		1523	4697
111812A	Headform Set	UPS	2	0
183193A	Log Stack Climber 48"Deck w/Wood-Grain Handholds ¹		3630	16682
183193B	Log Stack Climber 72"Deck w/Wood-Grain Handholds ¹		4070	18865
175572A	Log Stepper 16" Deck w/1 Recycled Wood-Grain Handhold		192	1367
175573A	Log Stepper 24" Deck w/1 Recycled Wood-Grain Handhold		436	2484
175573B	Log Stepper 24" Deck w/1 Recycled Wood-Grain Handhold, 1 Handloop		440	2606
175574A	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds		885	4728
175574B	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop		889	4850
175574D	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		901	5054
175574C	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handrail		897	4932
169320B	Log Stepper 40"-48" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop (DB Only)		1707	7145
169320D	Log Stepper 40"-48" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		1720	7344
169320C	Log Stepper 40"-48" Deck w/2 Recycled Wood-Grain Handholds, 1 Handrail (DB Only)		1716	7222
172665A	Loop Pole w/Recycled Wood-Grain Handholds 32"-48" Deck		86	2060
172665B	Loop Pole w/Recycled Wood-Grain Handholds 56"-72" Deck		91	2157
175179A	Mushroom Stepper 16" Deck w/Recycled Wood-Grain w/Recycled Wood-Grain Handhold		154	1622
175180A	Mushroom Stepper 24" Deck w/Recycled Wood-Grain w/Recycled Wood-Grain Handhold		304	3009
175180B	Mushroom Stepper 24" Deck w/Recycled Wood-Grain w/Recycled Wood-Grain Handhold, 1 Handloop		308	3131
175181A	Mushroom Stepper 32"-40" Deck w/Recycled Wood-Grain w/2 Recycled Wood-Grain Handholds		506	5273
175181B	Mushroom Stepper 32"-40" Deck w/Recycled Wood-Grain w/2 Recycled Wood-Grain Handholds, 1 Handloop		510	5406
175181D	Mushroom Stepper 32"-40" Deck w/Recycled Wood-Grain w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Ha		522	5600
175181C	Mushroom Stepper 32"-40" Deck w/Recycled Wood-Grain w/2 Recycled Wood-Grain Handholds, 1 Handrail		518	5488
207581A	The Ascent® Rock ^{1,2}		2892	6875
207582A	The Bend® Rock ^{2,1}		4683	9017
207577A	The Canyon Collection® Formation 1 w/Steel Direct Bury Posts ^{1,2}		17055	36123
207578A	The Canyon Collection® Formation 2 w/Steel Direct Bury Posts ^{1,2}		16992	34940
207579A	The Canyon Collection® Formation 3 w/Steel Direct Bury Posts ^{2,1}		12493	29009
207580A	The Canyon Collection® Formation 4 w/Steel Direct Bury Posts ^{1,2}		12389	28897
207583A	The Chimney® Rock ^{1,2}		4170	7283
207585A	The Chimney®/The Den® Rocks ^{2,1}		8737	16305
207584A	The Den® Rock ^{1,2}		4558	9017
160420A	The Peak™ Rock Climber 40" Deck ¹		3081	7665
160421A	The Peak™ Rock Climber Connects Between 32" Deck and 40" Deck ¹		3117	8084
156070A	The Pinnacle™ Extension Deck w/Handholds and Kick Panel, 1 Set Required Per Associated Deck ³		128	1183
156066A	The Pinnacle™ Rock Climber ¹		4000	23965
156068A	The Pointe™ Rock Climber ¹		2750	13408
160422A	The Stepper™ Rock Climber 24" Deck		1296	4039
271906A	Wood Plank Ladder w/Recycled Wood-Grain Handholds 72" Deck		155	2535
169318A	Wood Plank Wiggle Ladder 32"Deck w/Recycled Wood-Grain Handholds		72	1617
169318B	Wood Plank Wiggle Ladder 40"Deck w/Recycled Wood-Grain Handholds		79	1642
169318C	Wood Plank Wiggle Ladder 48"Deck w/Recycled Wood-Grain Handholds		79	1683
169318D	Wood Plank Wiggle Ladder 56"Deck w/Recycled Wood-Grain Handholds		86	1739

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
169318E	Wood Plank Wiggle Ladder 64"Deck w/Recycled Wood-Grain Handholds		92	1775
169318F	Wood Plank Wiggle Ladder 72"Deck w/Recycled Wood-Grain Handholds		94	1862
170354A	Wood Plank Wiggle Ladder EN 32"Deck w/Recycled Wood-Grain Handholds		72	1617
170354B	Wood Plank Wiggle Ladder EN 40"Deck w/Recycled Wood-Grain Handholds		79	1642
170354C	Wood Plank Wiggle Ladder EN 48"Deck w/Recycled Wood-Grain Handholds		79	1683
170354D	Wood Plank Wiggle Ladder EN 56"Deck w/Recycled Wood-Grain Handholds		86	1739
170354E	Wood Plank Wiggle Ladder EN 64"Deck w/Recycled Wood-Grain Handholds		92	1775
170354F	Wood Plank Wiggle Ladder EN 72"Deck w/Recycled Wood-Grain Handholds		94	1862

¹ NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

² NOTE: A logistics van with E-track is required to ship this model.

³ NOTE: AdventureScapes® designs are able to connect to a 40" deck.

⁴ NOTE: AdventureScapes® designs are able to connect to a 40" deck.

PlayBooster® Climbers Other

271905A	Arcade Climber 90° Tri-Deck 72" Deck		150	2489
178483A	Barn Cliff Climber w/Permalene® Handholds Custom 48" Deck		148	2810
178483B	Barn Cliff Climber w/Permalene® Handholds Custom 56" Deck		148	2820
178483C	Barn Cliff Climber w/Permalene® Handholds Custom 64" Deck		169	3188
178483D	Barn Cliff Climber w/Permalene® Handholds Custom 72" Deck		169	3198
176081A	Canyon Climber		112	1663
153352A	Chain Ladder 90° Tri-Deck 32"-40" 90° Tri-Deck w/TenderTuff™ Handholds		97	1800
153352B	Chain Ladder 90° Tri-Deck 48"-56" 90° Tri-Deck w/TenderTuff™ Handholds		102	1897
153352C	Chain Ladder 90° Tri-Deck 64"-72" 90° Tri-Deck w/TenderTuff™ Handholds		106	1989
230140A	Chimney Climb Across™ 72" to 72" Deck (DB Only)		157	4580
126374A	Cozy Climber™ 90° Tri-Deck 32"-40" 90° Tri-Deck w/TenderTuff™ Handholds		158	3131
126374B	Cozy Climber™ 90° Tri-Deck 48" 90° Tri-Deck w/TenderTuff™ Handholds		167	3437
235756A	Fish Net Climber 32"-40" Deck		65	2953
220543A	GeoPlex® 123" Deck-To-Deck Climber Aluminum Post		490	9384
220543B	GeoPlex® 123" Deck-To-Deck Climber Steel Post		634	9221
220542A	GeoPlex® 84" Deck-To-Deck Climber Aluminum Post		349	6742
220542B	GeoPlex® 84" Deck-To-Deck Climber Steel Post		448	6635
219509A	GeoPlex® Climber 40"-56" Deck		64	1076
219509B	GeoPlex® Climber 72" Deck		101	1831
220539A	GeoPlex® Double Panel Elevated		76	1484
220538A	GeoPlex® Double Panel Ground Level		76	1484
220541A	GeoPlex® Ground-To-Deck Double Climber Aluminum Posts		236	4478
220541B	GeoPlex® Ground-To-Deck Double Climber Steel Posts		322	4376
220544A	GeoPlex® Ground-To-Deck Triple Climber Aluminum Posts		336	6344
220544B	GeoPlex® Ground-To-Deck Triple Climber Steel Posts		470	6197
220540A	GeoPlex® Triple Panel		113	2229
202056A	JigJag Climber, Double Aluminum Posts (DB Only)		307	4019
202056C	JigJag Climber, Double Aluminum Posts (DB Only)		314	4034
202056E	JigJag Climber, Double Aluminum Posts (DB Only)		315	4044
202056B	JigJag Climber, Double Steel Posts (DB Only)		367	3973
202056D	JigJag Climber, Double Steel Posts (DB Only)		374	3978
202056F	JigJag Climber, Double Steel Posts (DB Only)		377	3998
201888A	JigJag Climber, Single Aluminum Posts (DB Only)		176	2275
201888C	JigJag Climber, Single Aluminum Posts (DB Only)		179	2290
201888E	JigJag Climber, Single Aluminum Posts (DB Only)		180	2310
201888B	JigJag Climber, Single Steel Posts (DB Only)		236	2229
201888D	JigJag Climber, Single Steel Posts (DB Only)		239	2234
201888F	JigJag Climber, Single Steel Posts (DB Only)		243	2249
125688A	Loop Arch 90° Tri-Deck 32"-48" 90° Tri-Deck w/TenderTuff™ Handholds		116	2050
125688B	Loop Arch 90° Tri-Deck 56" 90° Tri-Deck w/TenderTuff™ Handholds		121	2234
125688C	Loop Arch 90° Tri-Deck 64"-72" 90° Tri-Deck w/TenderTuff™ Handholds		128	2402
185583A	RingTangle® Climber Ground Level		114	1882
175953A	Ship Bow Chain Climber Custom (DB Only)		31	1137
176832A	Ship Vertical Ladder Custom 40" Deck Difference		57	1341
176832B	Ship Vertical Ladder Custom 48" Deck Difference		67	1571

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
146812A	Sky Rail Climber 64" Deck (DB Only) and 72" Deck		88	1846
126375A	Snake Climber 90° Tri-Deck 48"-56" 90° Tri-Deck w/TenderTuff™ Handholds		153	2871
126375B	Snake Climber 90° Tri-Deck 64"-72" 90° Tri-Deck w/TenderTuff™ Handholds		166	3009
234095A	Spider Web Climber 16"-32" Deck (DB Only)		136	3060
271910A	Square Loop Incline Climber 90° Tri-Deck 72" Deck		139	1882
126372A	Vertical Ladder 90° Tri-Deck 24"-32" 90° Tri-Deck w/TenderTuff™ Handholds		81	1443
126372B	Vertical Ladder 90° Tri-Deck 40"-48" 90° Tri-Deck w/TenderTuff™ Handholds		88	1505
126372C	Vertical Ladder 90° Tri-Deck 56" 90° Tri-Deck w/TenderTuff™ Handholds		93	1566
126372D	Vertical Ladder 90° Tri-Deck 64"-72" 90° Tri-Deck w/TenderTuff™ Handholds		97	1642
126371A	Wiggle Ladder 90° Tri-Deck 32" 90° Tri-Deck w/TenderTuff™ Handholds		82	1377
126371B	Wiggle Ladder 90° Tri-Deck 40" 90° Tri-Deck w/TenderTuff™ Handholds		88	1454
126371C	Wiggle Ladder 90° Tri-Deck 48" 90° Tri-Deck w/TenderTuff™ Handholds		93	1505
126371D	Wiggle Ladder 90° Tri-Deck 56" 90° Tri-Deck w/TenderTuff™ Handholds		94	1566
126371E	Wiggle Ladder 90° Tri-Deck 64" 90° Tri-Deck w/TenderTuff™ Handholds		99	1627
126371F	Wiggle Ladder 90° Tri-Deck 72" 90° Tri-Deck w/TenderTuff™ Handholds		104	1683
271907A	Wood Plank Ladder 90° Tri-Deck 72" Deck		165	2244

PlayBooster® Overhead Events

142890A	90° Horizontal Ladder 32" Deck Maximum		114	2137
141886A	Access/Landing Assembly Rails 24" Deck		34	770
141886B	Access/Landing Assembly Rails 32" Deck		46	1000
141887B	Access/Landing Assembly Seat 16" Deck	UPS	36	694
141887A	Access/Landing Assembly Seat 8" Deck	UPS	36	694
121952B	Air Dancer™ 32" Deck Maximum Connected Between Decks		110	2137
142883A	C-Horizontal Ladder 32" Deck Maximum		186	3111
142891A	Circular Horizontal Ladder 32" Deck Maximum		229	3912
142887A	Horizontal Ladder 32" Deck Maximum		98	1326
139782A	Horizontal Ladder, Ages 4-5 84" Module, 16" Deck Maximum		74	1051
193170A	LolliLadder™ w/2 E-Pods		81	2841
119430A	Overhead Parallel Bars 32" Deck Maximum		121	1387
184489B	Overhead Trekker™ Ladder Deck to Deck DB		91	2020
184489C	Overhead Trekker™ Ladder Ground Level DB		115	2754
184489A	Overhead Trekker™ Ladder Ground to Deck DB		103	2382
111467A	Ring Bridge S-Shape, 32" Deck Maximum, Brown Rings Only		87	1964
111467B	Ring Bridge Straight, 32" Deck Maximum, Brown Rings Only		80	1719
130873A	Ring Pull Brown Rings Only, Intended for Wheelchair Users	UPS	14	740
126203A	Ring-a-Ling™ Overhead Event 32" Deck Maximum		143	2871
142884A	S-Horizontal Ladder 32" Deck Maximum		186	3111
119806A	Single Beam Loop Horizontal Ladder (123") 32" Deck Maximum		113	1530
119805A	Single Beam Loop Horizontal Ladder (84") 32" Deck Maximum		75	1183
111353A	Track Ride 10' Straight 16" Deck Maximum		125	2953
112465A	Track Ride 18' Straight 16" Deck Maximum		174	3356
118093A	Track Ride Curved 18' Module, 16" Deck to Ground		178	3912
111468A	Trapeze Horizontal Ladder 18" Wide, 32" Deck Maximum		121	2050
123824A	Triple Ring Fling™ 24" or 32" Deck-to-Ground		177	3009
111273A	Vertical Ladder 116" Aluminum Posts		94	1484
111273B	Vertical Ladder 116" Steel Posts		174	1387
116208A	Vertical Ladder for Ring Bridge 132" Aluminum Posts		97	1566
116208B	Vertical Ladder for Ring Bridge 132" Steel Posts		192	1494
119613A	Wave Horizontal Ladder 32" Deck Maximum		108	1505

PlayBooster® Bridges & Ramps

168111A	12' Double-Wide Ramp w/Barriers		1004	11903
168110A	12' Double-Wide Ramp w/Guardrails and Curbs		916	10287
174817A	12' Ramp w/Barriers		768	8889
174815A	12' Ramp w/Guardrails and Curbs		638	7859
143677B	Arch Bridge (123") w/Barriers, 72" Deck Maximum		494	6523
143677A	Arch Bridge (123") w/Guardrails, 40" Deck Maximum		405	5008
114665A	Arch Bridge (42") w/Permalene® Barriers		150	2611
139383A	Arch Bridge (42") w/SteelX® Barriers		242	2785

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
120624A	Belt Bridge (123") 24"-48" Decks		279	4391
114373A	Belt Bridge (42") w/Permalene® Barriers		111	2611
120310A	Belt Bridge (84") 24"-48" Decks		227	3759
156231A	Bridge w/Barriers		526	4937
156230A	Bridge w/Guardrails w/Curbs		404	4289
156230B	Bridge w/Guardrails w/o Curbs		374	3810
111345A	Bridge/Ramp Transition Bracket		21	337
147425A	Clatterbridge (123") w/Barriers 24"-72" Deck		623	7599
143195A	Clatterbridge (123") w/Guardrails 24"-48" Deck		476	5345
147424A	Clatterbridge (84") w/Barriers 24"-72" Deck		434	6161
143194A	Clatterbridge (84") w/Guardrails 24"-48" Deck		339	4187
121416A	Disc Challenge (123") 24" Deck Maximum, w/2 Handhold Panels		208	4590
165575A	Disc Challenge (123") 24" Deck Maximum, w/2 Handloops		204	4743
121416B	Disc Challenge (123") 40" Deck Maximum, w/3 Handhold Panels		220	4779
165575B	Disc Challenge (123") 40" Deck Maximum, w/3 Handloops		214	5008
121416C	Disc Challenge (123") 40" Deck Maximum, w/4 Handhold Panels		232	4967
165575C	Disc Challenge (123") 40" Deck Maximum, w/4 Handloops		224	5273
180089A	Disc Challenge (123") w/Vibe® Handholds 24" Deck Maximum, w/2 Handhold Panels		236	4932
180089B	Disc Challenge (123") w/Vibe® Handholds 40" Deck Maximum, w/3 Handhold Panels		261	5289
180089C	Disc Challenge (123") w/Vibe® Handholds 40" Deck Maximum, w/4 Handhold Panels		286	5636
120873A	Disc Challenge (84") 24" Deck Maximum, w/2 Handhold Panels		140	3188
165573A	Disc Challenge (84") 24" Deck Maximum, w/2 Handloops		136	3341
120873B	Disc Challenge (84") 40" Deck Maximum, w/3 Handhold Panels		152	3376
165573B	Disc Challenge (84") 40" Deck Maximum, w/3 Handloops		146	3606
120873C	Disc Challenge (84") 40" Deck Maximum, w/4 Handhold Panels		164	3565
165573C	Disc Challenge (84") 40" Deck Maximum, w/4 Handloops		156	3871
180088A	Disc Challenge (84") w/Vibe® Handholds 24" Deck Maximum, 2 Handholds		166	3545
180088B	Disc Challenge (84") w/Vibe® Handholds 40" Deck Maximum, 3 Handholds		192	3876
180088C	Disc Challenge (84") w/Vibe® Handholds 40" Deck Maximum, 4 Handholds		217	4233
168547A	Double-Wide Ramp Berm Plate		103	918
168546A	Double-Wide Ramp Exit Plate		132	1234
171869A	Double-Wide Ramp w/Barriers		815	8359
171870C	Double-Wide Ramp w/Guardrails w/Curbs, 2 Handrails per Side (CSA)		685	6523
171870A	Double-Wide Ramp w/Guardrails w/Curbs, 3 Handrails per Side (ASTM),		725	7196
152443A	Grid Walk w/Barriers 16" Deck Difference		328	3917
152444A	Grid Walk w/Guardrails 16" Deck Difference		196	2540
120325A	Ramp Berm Exit Plate		30	459
171539A	Ramp Deck Extension 12"-16" Deck		54	821
111346B	Ramp Exit Plate DB		44	581
111346A	Ramp Exit Plate SM		30	469
156233A	Ramp w/Barriers		554	5906
156232C	Ramp w/Guardrails w/Curbs, 2 Handrails per Side (CSA)		397	4070
156232A	Ramp w/Guardrails w/Curbs, 3 Handrails per Side (ASTM)		435	4748
136157A	S-Disc Challenge w/Handhold Panels 24" Deck Maximum, w/2 Handhold Panels		213	4590
136157B	S-Disc Challenge w/Handhold Panels 40" Deck Maximum, w/3 Handhold Panels		225	4779
136157C	S-Disc Challenge w/Handhold Panels 40" Deck Maximum, w/4 Handhold Panels		237	4967
165576A	S-Disc Challenge w/Handloops 24" Deck Maximum, w/2 Handloops		209	4743
165576B	S-Disc Challenge w/Handloops 40" Deck Maximum, w/3 Handloops		219	5008
165576C	S-Disc Challenge w/Handloops 40" Deck Maximum, w/4 Handloops		229	5273
180095A	S-Disc Challenge w/Vibe® Handholds 24" Deck Maximum, w/2 Handholds		256	4932
180095B	S-Disc Challenge w/Vibe® Handholds 40" Deck Maximum, w/3 Handholds		281	5289
180095C	S-Disc Challenge w/Vibe® Handholds 40" Deck Maximum, w/4 Handholds		306	5636
184490B	Swiggle Stix® Bridge Deck to Deck DB		176	7426
184490C	Swiggle Stix® Bridge Ground Level DB		156	6911
184490A	Swiggle Stix® Bridge Ground to Deck DB		166	7171
193171B	SwiggleKnots™ Bridge Deck to Deck (DB Only)		151	7334
193171C	SwiggleKnots™ Bridge Ground Level (DB Only)		141	6911
193171A	SwiggleKnots™ Bridge Ground to Deck (DB Only)		146	7120
193173B	TightRope™ Bridge Deck to Deck		67	2321
193173C	TightRope™ Bridge Ground Level		57	1882

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
193173A	TightRope™ Bridge Ground to Deck		62	2096

PlayBooster® Tunnels

117088A	C-Crawl Tunnel Inclined Ground-48" Deck, 16" Deck Difference ¹		166	6146
117089A	C-Crawl Tunnel Level Ground-48" Deck ¹		166	6146
142892A	Crawl Tunnel 90° Curve Ground-72" Deck Above Deck ¹		102	3789
142892B	Crawl Tunnel 90° Curve Ground-72" Deck Ground Level ¹		114	4162
126204A	Crawl Tunnel Straight 32" Straight, Ground-72" Deck ^{1,2}		78	2366
126204B	Crawl Tunnel Straight 64" Straight, Ground-72" Deck ^{1,2}		110	3147
122589A	Offset Crawl Tunnel 16" Offset Deck To Deck ¹		96	3483
122589B	Offset Crawl Tunnel 16" Offset Deck To Ground ¹		104	3657
129042A	Offset Crawl Tunnel 24" Offset Deck To Deck ¹		105	3825
129042B	Offset Crawl Tunnel 24" Offset Deck To Ground ¹		113	4039
119930B	Offset Crawl Tunnel 8" Offset ¹		90	3346
117088B	S-Crawl Tunnel Inclined Ground-48" Deck, 16" Deck Difference ¹		166	6146
117089B	S-Crawl Tunnel Level Ground-48" Deck ¹		166	6146
119641A	Wire Crawl Tunnel Ground-72" Deck ¹		126	2662

¹ NOTE: Additional cost associated with Deck-to-Grade and Grade-to-Grade.

² NOTE: Additional weight and cost associated with each View Tube section.

PlayBooster® Enclosures

NOTE: Enclosures do not fit under decks that are 40" or below, unless noted. Some enclosures require an additional upcharge for ground level mounting.

179041A	Alphamaze/Labyrinth Vibe Panel™ Above Deck		63	1285
179041B	Alphamaze/Labyrinth Vibe Panel™ Ground Level		50	1285
111240A	Balcony Deck		116	1448
111240B	Balcony Deck w/Steering Wheel		122	1683
115236A	Ball Maze Panel	UPS	65	1387
178480A	Barn Driver Panel Custom Above Deck		56	1525
178480B	Barn Driver Panel Custom Ground Level		63	1719
178476A	Barn Panel Custom Above Deck		43	1112
178476B	Barn Panel Custom Ground Level		49	1295
178482A	Barn Panel Ground Level Custom		44	1102
178475A	Barn Panel w/Cow Head Custom Above Deck		79	1520
178475B	Barn Panel w/Cow Head Custom Ground Level		85	1709
178474A	Barn Panel w/Horse Head Custom Above Deck		98	1958
178474B	Barn Panel w/Horse Head Custom Ground Level		104	2137
178481A	Barn Periscope Panel Custom Above Deck		64	2081
178481B	Barn Periscope Panel Custom Ground Level		70	2275
160694A	Barrier w/Infill Panel	UPS	32	694
164092A	Bongo Panel® Above Deck	UPS	53	1117
164092B	Bongo Panel® Ground Level	UPS	59	1326
164094A	Bongo Reach Panel Above Deck	UPS	37	1010
164094B	Bongo Reach Panel Ground Level	UPS	37	1010
179042A	Bongo Vibe Panel™ Above Deck		78	1510
179042B	Bongo Vibe Panel™ Ground Level		65	1510
129806B	Bracket Retro Kit for Wheel w/Infill	UPS	4	230
129806A	Bracket Retro Kit for Wheel w/o Infill	UPS	2	79
123844A	Braille and Clock Panel	UPS	52	1831
115223A	Bubble Panel Above Deck	UPS	38	959
115223B	Bubble Panel Ground Level	UPS	46	1137
179043A	Bubble Vibe™ Panel Above Deck		55	1341
179043B	Bubble Vibe™ Panel Ground Level		42	1341
115243A	Chimes Panel		60	1673
135731A	Chimes Reach Panel	UPS	31	1448
177712A	Color Splash Panel™ Above Deck		83	3330
177712B	Color Splash Panel™ Ground Level		89	3468
179044A	Color Splash Vibe Panel™ Above Deck		86	3636
179044B	Color Splash Vibe Panel™ Ground Level		73	3636

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
191031A	Curb		5	128
217909A	DigiFuse® Barrier Panel Above Deck		41	1464
217909B	DigiFuse® Barrier Panel Ground Level		44	1673
218172A	DigiFuse® Barrier Panel w/Medallions Above Deck		43	2157
218172B	DigiFuse® Barrier Panel w/Medallions Ground Level		46	2372
217908A	DigiFuse® Bubble Panel Above Deck		36	1658
217908B	DigiFuse® Bubble Panel Ground Level		39	1872
217912A	DigiFuse® Hole Panel		29	1275
217911A	DigiFuse® Periscope Panel Above Deck		60	2627
217911B	DigiFuse® Periscope Panel Ground Level		64	2836
115228A	Driver Panel (Permalene®) Above Deck	UPS	46	974
115228B	Driver Panel (Permalene®) Ground Level	UPS	54	1173
139382A	Driver Panel (SteelX®) Above Deck		89	1051
139382B	Driver Panel (SteelX®) Ground Level		91	1260
178479A	Duck Accent Panel Custom		9	296
115229A	Finger Maze Panel	UPS	44	816
173563A	Fun Mirror Panel® Ground Level		62	2764
179045A	Fun Mirror Vibe Panel™ Ground Level		111	3075
117146A	Gear Panel		122	2183
219076A	GeoPlex™ 3/4 Barrier	UPS	33	724
219075A	GeoPlex™ Handhold Panels	UPS	26	321
178477A	Goat Accent Panel Custom		14	485
127953B	Handhold Panel 1 Panel	UPS	12	189
127953A	Handhold Panel 2 Panels	UPS	24	316
115253A	Hole Panel (Permalene®) ¹	UPS	30	683
139381A	Hole Panel (SteelX®) ¹	UPS	60	760
179046A	Hole Vibe™ Panel Ground Level		39	1030
123319A	Hourglass Panel		66	1673
115235A	House Panel (Permalene®) Above Deck	UPS	39	775
115235B	House Panel (Permalene®) Ground Level	UPS	47	974
139380A	House Panel (SteelX®) Above Deck		82	954
139380B	House Panel (SteelX®) Ground Level		86	1132
127681A	Image Panel 176 Play Blocks	UPS	73	1581
129043A	Image Reach Panel 75 Play Blocks	UPS	53	1035
173566A	Kaleidospin Panel® Ground Level		83	3784
179049A	Kaleidospin Vibe Panel™ Ground Level		111	4080
173567A	Marble Panel® Above Deck		64	2642
173567B	Marble Panel® Ground Level		70	2785
179050A	Marble Vibe Panel™ Above Deck		89	2953
179050B	Marble Vibe Panel™ Ground Level		76	2953
135730A	Match 3 Reach Panel	UPS	24	923
127678A	Match 4 Panel Above Deck	UPS	46	1097
127678B	Match 4 Panel Ground Level	UPS	54	1285
115234A	Mirror Panel	UPS	61	1326
127439A	Navigator Reach Panel	UPS	28	780
173564A	Optigear Panel® Above Deck		59	3784
173564B	Optigear Panel® Ground Level		65	3902
179051A	Optigear Vibe Panel™ Above Deck		110	4116
179051B	Optigear Vibe Panel™ Ground Level		97	4116
117957A	Periscope Panel (Permalene®) Above Deck	UPS	63	1831
117957B	Periscope Panel (Permalene®) Ground Level	UPS	71	2020
139379A	Periscope Panel (SteelX®) Above Deck		100	2106
139379B	Periscope Panel (SteelX®) Ground Level		103	2321
135729A	Periscope Reach Panel	UPS	46	1765
178478A	Pig Accent Panel Custom		13	428
119514A	Pilot Panel Above Deck	UPS	54	1265
119514B	Pilot Panel Ground Level	UPS	62	1459
140244B	Pipe Barrier (ProShield®) w/o Wheel	UPS	51	770
140244A	Pipe Barrier (ProShield®) w/Wheel	UPS	57	1010
140244D	Pipe Barrier (ProShield®) Ground Level w/o Wheel	UPS	57	959

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
140244C	Pipe Barrier (ProShield®) Ground Level w/Wheel	UPS	63	1204
117680A	Pipe Barrier 90° Tri-Deck w/o Wheel		74	740
117680B	Pipe Barrier 90° Tri-Deck w/Wheel		80	984
116244A	Pipe Barrier Above Deck w/o Wheel	UPS	51	704
116244B	Pipe Barrier Above Deck w/Wheel	UPS	57	923
116244C	Pipe Barrier Ground Level w/o Wheel	UPS	57	882
116244D	Pipe Barrier Ground Level w/Wheel	UPS	63	1112
117681A	Pipe Guardrail 90° Tri-Deck		38	750
116245A	Pipe Guardrail Above Deck	UPS	28	571
116245B	Pipe Guardrail Ground Level	UPS	36	780
115225A	Puppet Panel Above Deck	UPS	39	683
115225B	Puppet Panel Ground Level	UPS	47	867
115226A	Puppet Panel w/Window Above Deck	UPS	42	847
115226B	Puppet Panel w/Window Ground Level	UPS	50	1046
177718A	Rain Sound Wheel Panel™ Above Deck		78	2428
177718B	Rain Sound Wheel Panel™ Ground Level		84	2581
179052A	Rain Sound Wheel Vibe Panel™ Above Deck		104	2754
179052B	Rain Sound Wheel Vibe Panel™ Ground Level		91	2754
169319A	Recycled Wood-Grain Lumber Panel		85	1392
159459A	Ring-a-Bell™ Panel Above Deck	UPS	54	1627
159459B	Ring-a-Bell™ Panel Ground Level	UPS	61	1831
164148A	Ring-a-Bell™ Reach Panel Above Deck	UPS	31	1107
164148B	Ring-a-Bell™ Reach Panel Ground Level	UPS	31	1107
164145A	Rock-n-Ring® Panel ¹	UPS	71	2310
115257A	Sand and Water Panel Tan Dish Only ¹	UPS	83	1836
176650A	Ship Cannon Panel Custom Above Deck		103	2565
176650B	Ship Cannon Panel Custom Ground Level		111	2754
176638A	Ship Wheel Panel Custom Above Deck		80	2137
176638B	Ship Wheel Panel Custom Ground Level		88	2341
176805A	Ship Window Panel Custom Above Deck		28	857
176805B	Ship Window Panel Custom Ground Level		36	1046
188835A	Sign Language Panel Above Deck	UPS	44	974
188835B	Sign Language Panel Ground Level	UPS	52	1183
115242B	Slant Entrance Panel 24" Diameter 2"SM ¹	UPS	51	1494
115242A	Slant Entrance Panel 24" Diameter DB ¹	UPS	55	1290
115222A	Slant Window Panel	UPS	66	1454
123483A	Space Travel Panel		59	1510
115254A	Storefront Panel (Permalene®) ¹	UPS	24	704
139378A	Storefront Panel (SteelX®) ¹	UPS	38	791
130565A	Table Panel ¹	UPS	55	1229
115231A	Tic-Tac-Toe Panel (Permalene®) Above Deck, Tan Discs Only	UPS	55	1642
115231B	Tic-Tac-Toe Panel (Permalene®) Ground Level, Tan Discs Only	UPS	63	1841
139377A	Tic-Tac-Toe Panel (SteelX®) Above Deck ²		111	2693
139377B	Tic-Tac-Toe Panel (SteelX®) Ground Level ²		113	2882
115230A	Tracing Panel Above Deck	UPS	44	816
115230B	Tracing Panel Ground Level	UPS	52	1030
127440A	Trail Tracker® Reach Panel	UPS	19	530
125921A	TurboTwister Barrier Pipe Barrier w/o Wheel	UPS	52	750
125921B	TurboTwister Barrier Pipe Barrier w/Wheel	UPS	58	989
125921C	TurboTwister Barrier Wire Barrier w/o Wheel	UPS	38	847
125921D	TurboTwister Barrier Wire Barrier w/Wheel	UPS	44	1102
201512A	Vibe® 3/4 Handhold Barrier Left	UPS	53	923
201512A	Vibe® 3/4 Handhold Barrier Right	UPS	53	923
180094B	Vibe® Handhold Panel 1 Panel		25	332
180094A	Vibe® Handhold Panel 2 Panels		51	704
180465A	Window Vibe™ Panel Above Deck		56	1260
180465B	Window Vibe™ Panel Ground Level		43	1260
120315A	Wire Barrier 90° Tri-Deck w/o Wheel		47	964
120315B	Wire Barrier 90° Tri-Deck w/Wheel		52	1214
120314A	Wire Barrier Above Deck w/o Wheel	UPS	38	770

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
120314B	Wire Barrier Above Deck w/Wheel	UPS	44	1010
120314C	Wire Barrier Ground Level w/o Wheel	UPS	46	969
120314D	Wire Barrier Ground Level w/Wheel	UPS	52	1219
173565A	Xylofun Panel® Above Deck		54	2831
173565B	Xylofun Panel® Ground Level		60	2938
179053A	Xylofun Vibe Panel™ Above Deck		79	3131
179053B	Xylofun Vibe Panel™ Ground Level		65	3131
114649A	Zoo Infill Panel	UPS	31	867
115227A	Zoo Panel Above Deck	UPS	36	694
115227B	Zoo Panel Ground Level	UPS	44	872

¹ NOTE: Ground-Level Panels can fit under 40" Decks.

² NOTE: 4-week lead time required.

PlayBooster® Motion & More Fun

152603A	Adventureship Puppet Panel Ground Level		39	694
115224A	Adventureship Window Panel Above Deck		40	709
115224B	Adventureship Window Panel Ground Level		48	893
201545A	Blender™ Spinner		103	2815
193176A	Boogie Board™ (DB Only)		110	2448
111357A	Chinning Bar, Aluminum Post		41	602
111357C	Chinning Bar, Steel Post		80	576
166809A	E-Pod® Step		11	347
120901A	Grab Bar	UPS	5	219
201546A	Gyro Twister® Spinner		106	2168
120902A	Handhold Leg Lift Brown Only	UPS	4	235
111275A	Handloop Assembly	UPS	10	265
111356A	Log Roll Aluminum Post, Tan Log Only	UPS	87	1596
111356B	Log Roll Steel Post, Tan Log Only	UPS	120	1556
118089A	Loop Seat	UPS	19	541
111361A	Parallel Bars, Order Posts Separately		31	785
120818A	Playstructure Seat	UPS	26	434
111276A	Rail Assembly	UPS	12	260
118457A	Ship Bow		223	3483
176760A	Ship Bow 126" Wide Custom (DB Only)		645	12536
176759A	Ship Bow 84" Wide Custom (DB Only)		605	10261
176268A	Ship Bow Spirit Custom		90	2321
176758A	Ship Flag Custom		23	479
118458A	Ship Front Panel		110	1566
118453A	Ship Mast		324	6987
176756A	Ship Mast 2-Sail Custom 32"-40" Deck (DB Only)		257	3315
176756B	Ship Mast 2-Sail Custom 48" Deck (DB Only)		261	3325
176756C	Ship Mast 2-Sail Custom 56" Deck (DB Only)		267	3330
176756D	Ship Mast 2-Sail Custom 64" Deck (DB Only)		271	3346
176756E	Ship Mast 2-Sail Custom 72" Deck (DB Only)		275	3366
176757A	Ship Mast 2-Sail w/Crowsnest Custom 32"-40" Deck (DB Only)		313	4886
176757B	Ship Mast 2-Sail w/Crowsnest Custom 48" Deck (DB Only)		317	4906
176757C	Ship Mast 2-Sail w/Crowsnest Custom 56" Deck (DB Only)		323	4922
176757D	Ship Mast 2-Sail w/Crowsnest Custom 64" Deck (DB Only)		327	4937
176757E	Ship Mast 2-Sail w/Crowsnest Custom 72" Deck (DB Only)		331	4957
176755A	Ship Mast Full Sail Custom 32"-40" Deck (DB Only)		331	5875
176755B	Ship Mast Full Sail Custom 48" Deck (DB Only)		335	5880
176755C	Ship Mast Full Sail Custom 56" Deck (DB Only)		340	5891
176755D	Ship Mast Full Sail Custom 64" Deck (DB Only)		345	5896
176755E	Ship Mast Full Sail Custom 72" Deck (DB Only)		349	5901
176972A	Ship Mast Full Sail w/Crowsnest Custom 32"-40" Deck (DB Only)		403	7890
176972B	Ship Mast Full Sail w/Crowsnest Custom 48" Deck (DB Only)		408	7895
176972C	Ship Mast Full Sail w/Crowsnest Custom 56" Deck (DB Only)		413	7905
176972D	Ship Mast Full Sail w/Crowsnest Custom 64" Deck (DB Only)		417	7910
176972E	Ship Mast Full Sail w/Crowsnest Custom 72" Deck (DB Only)		422	7915

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
176731A	Ship Wheel Post Mount Custom	UPS	15	1571
193174A	Sol Spinner™		128	2616
153165A	Stationary Cyler Accessible Order Posts Separately		22	551
160054D	Stationary Cyler Accessible, Handles Only, Order Posts Separately	UPS	17	969
160054B	Stationary Cyler Handles Only, Order Posts Separately	UPS	17	969
160054A	Stationary Cyler Pedals and Grab Bar, Order Posts Separately	UPS	26	1265
160054C	Stationary Cyler Pedals and Handles, Order Posts Separately	UPS	34	1800
170894A	Sway Fun® Glider (12")		1271	18814
138871A	Sway Fun® Glider (16")		1256	18391
111363B	Talk Tube 16" Deck, Order Posts Separately ¹	UPS	16	576
111363C	Talk Tube 24" Deck, Order Posts Separately ¹	UPS	17	581
111363D	Talk Tube 32" Deck, Order Posts Separately ¹	UPS	18	587
111363E	Talk Tube 40" Deck, Order Posts Separately ¹	UPS	19	622
111362A	Talk Tube 40' Tubing Kit	UPS	15	240
111363F	Talk Tube 48" Deck, Order Posts Separately ¹	UPS	20	632
111363G	Talk Tube 56" Deck, Order Posts Separately ¹	UPS	21	643
111363H	Talk Tube 64" Deck, Order Posts Separately ¹	UPS	23	668
111363I	Talk Tube 72" Deck, Order Posts Separately ¹	UPS	24	683
111363J	Talk Tube 8" Deck, Order Posts Separately ¹	UPS	15	571
129079A	Talk Tube for PlayOdyssey® 48" Deck, Order Posts Separately ¹		29	785
129079B	Talk Tube for PlayOdyssey® 72" Deck, Order Posts Separately ¹		37	821
111363A	Talk Tube Ground Level, Order Posts Separately ¹	UPS	14	571
111357B	Turning Bar, Aluminum Post		35	571
111357D	Turning Bar, Steel Post		68	546
111306B	Wheel w/Infill	UPS	8	321
111306A	Wheel w/o Infill	UPS	6	260

¹ NOTE: Order one Talk Tube Tubing Kit with two Talk Tubes; combine any height listed.

PlayBooster® Roofs

111256A	Arch Roof, Order Arches Separately		35	959
178471A	Barn Roof Custom		844	21440
136488A	CoolToppers® Full Sail (DB Only)		691	13138
176761A	CoolToppers® Full Sail For Hex Deck Custom		919	15734
154884A	CoolToppers® Single Post (DB Only)		145	3723
166081A	CoolToppers® Wave (DB Only)		20	1341
217910A	DigiFuse® Vibe® Roof		61	2045
212256A	Flower Accent Topper		83	1831
139376A	Hex Roof (SteelX®) w/o Flag		413	5452
139376B	Hex Roof (SteelX®) w/Permalene® Flag		426	5789
130567A	Hex Shingle Roof		193	3172
178469A	Palm Tree Accent Topper Custom		134	1831
178470A	Pine Tree Accent Topper		108	1377
111408A	Recycled Peak Roof		200	3840
211190C	Recycled Tree House Roof w/o Stack and w/"Kids Only" sign		294	3631
211190D	Recycled Tree House Roof w/o Stack and w/o "Kids Only" sign		294	3509
211190A	Recycled Tree House Roof w/Stack and w/"Kids Only" sign		305	3917
211190B	Recycled Tree House Roof w/Stack and w/o "Kids Only" sign		304	3789
178472A	Silo Roof Custom		355	6911
178473A	Silo Roof w/Checkered Panels Custom		464	9231
129816A	Square Peak Tile Roof w/Logo Panels ¹		105	1632
129816B	Square Peak Tile Roof w/o Logo Panels ¹		93	1499
118110A	Square Poly Roof w/Logo Panels ¹		112	1454
118110B	Square Poly Roof w/o Logo Panels ¹		99	1326
139375A	Square Roof (SteelX®) w/o Flag		250	3407
139375B	Square Roof (SteelX®) w/Permalene® Flag		263	3759
130102A	Super Square Shingle Roof w/Permalene® Roof Cap		210	3611
130102B	Super Square Shingle Roof w/Poly Roof Cap		219	4213
179594A	Vibe® Roof		81	1510

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
¹ NOTE: Free customized text on roof; limit approximately 20 characters including spaces. Validate customized text in design tools.				
PlayBooster® Mainstructures				
185296A	10' PlayOdyssey® Tower		3375	30972
188689A	10' PlayOdyssey® Tower		3048	25566
185302A	10' PlayOdyssey® Tower EN		3442	32972
188692A	10' PlayOdyssey® Tower w/o Roof EN		3115	27586
185355A	10' Tower EI Slide 120" Deck (DB Only)		516	9277
185355B	10' Tower EI Slide 120" Deck w/1 View Tube (DB Only)		527	9863
185354A	10' Tower Gemini SlideWinder2® 120" Deck (DB Only)		638	12827
185346A	10' Tower SlideWinder2® 120" Deck (DB Only)		323	6263
185338A	10' Tower TurboTwister™ 120" Deck (DB Only)		410	7319
185338B	10' Tower TurboTwister™ 120" Deck w/1 View Tube (DB Only)		422	7925
222709A	10' Tower WooshWinder™ Slide 120" Deck (DB Only)		344	7206
165596A	12' PlayOdyssey® Tower (DB Only) 72" Deck w/o Center Access, 144" Deck w/Roof, w/Center Access (Steel Posts anc		3600	32456
167191A	12' PlayOdyssey® Tower EN		3700	34522
165824A	12' Tower Bubble Panel		72	1760
165781B	12' Tower EI Slide 144" Deck w/Pipe Barrier (DB Only)		560	10889
165781D	12' Tower EI Slide 144" Deck w/Pipe Barrier and 1 View Tube (DB Only)		572	11485
165781A	12' Tower EI Slide 144" Deck w/Zoo Panel (DB Only)		550	10547
165781C	12' Tower EI Slide 144" Deck w/Zoo Panel and 1 View Tube (DB Only)		562	11159
166533B	12' Tower Gemini SlideWinder2® 144" Deck w/Pipe Barrier (DB Only)		680	14800
166533A	12' Tower Gemini SlideWinder2® 144" Deck w/Zoo Panel (DB Only)		670	14464
165960A	12' Tower Pipe Barrier		82	1275
165780B	12' Tower SlideWinder2® 144" Deck w/Pipe Barrier (DB Only)		370	7798
165780A	12' Tower SlideWinder2® 144" Deck w/Zoo Panel (DB Only)		360	7466
165827B	12' Tower TurboTwister™ 144" Deck w/Pipe Barrier (DB Only)		535	9251
165827D	12' Tower TurboTwister™ 144" Deck w/Pipe Barrier and 1 View Tube (DB Only)		547	9858
165827A	12' Tower TurboTwister™ 144" Deck w/Zoo Panel (DB Only)		525	8920
165827C	12' Tower TurboTwister™ 144" Deck w/Zoo Panel and 1 View Tube (DB Only)		537	9522
222710B	12' Tower WhooshWinder™ Slide 144" Deck w/Pipe Barrier (DB Only)		466	8976
222710A	12' Tower WhooshWinder™ Slide 144" Deck w/Zoo Panel (DB Only)		437	8588
194659B	Disc Net™ Climber for Netplex™ 14-Post		782	33578
194659A	Disc Net™ Climber for Netplex™ 7-Post		527	25296
224086A	Disc Net™ Climber w/Double Swoosh Slide® for Netplex™ 7-Post		887	29034
224086B	Disc Net™ Climber w/Double Swoosh Slide® for Netplex™ 13-Post		1107	37332
271911A	Disc Net™ Climber w/Alpine™ Slide for NetPlex™ 7-Post (DB Only)		916	30896
271911B	Disc Net™ Climber w/Alpine™ Slide for NetPlex™ 13-Post (DB Only)		1133	39183
220545A	GeoPlex™ 3-Spoke Tower Aluminum Post		374	6778
220545B	GeoPlex™ 3-Spoke Tower Steel Post		559	6579
222231A	GeoPlex™ 3-Spoke Tower w/Cables		1020	12408
220546A	GeoPlex™ 5-Post Tower Aluminum Post		600	11021
220546B	GeoPlex™ 5-Post Tower Steel Post		842	10674
222232A	GeoPlex™ 5 Post Tower w/Cables		1610	20910
223169A	GeoPlex™ Labyrinth Climber 5-Post Tower to 5-Post Tower		2200	34925
223169B	GeoPlex™ Labyrinth Climber 64" Deck to 5-Post Tower		1350	24286
223169C	GeoPlex™ Labyrinth Climber 72" Deck to 5-Post Tower		1350	24286
223163C	GeoPlex™ Navigator Climber 3-Spoke Tower to 3-Spoke Tower		1550	19380
223163B	GeoPlex™ Navigator Climber 5-Post Tower to 3-Spoke Tower		1830	23460
223163A	GeoPlex™ Navigator Climber 5-Post Tower to 5-Post Tower		2120	27545
223166A	GeoPlex™ Trailblazer Climber 5-Post Tower to 5-Post Tower		2260	31477
223166B	GeoPlex™ Trailblazer Climber 72" Deck to 5-Post Tower		1370	20670
224091A	Netplex® 13-Post No Roof (DB Only)		1667	13286
224091B	Netplex® 13-Post w/ 3 Roofs (DB Only)		2060	18227
224091C	Netplex® 13-Post w/ 5 Roofs (DB Only)		2358	21512
193169A	Netplex® 14-Post No Roof (DB Only)		1756	14035
193169B	Netplex® 14-Post w/ 3 Roofs (DB Only)		2221	18977
193169C	Netplex® 14-Post w/ 5 Roofs (DB Only)		2447	22251
193169D	Netplex® 14-Post w/ 7 Roofs (DB Only)		2757	25546
193168A	Netplex® 7-Post No Roof (DB Only)		930	7487

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
193168B	Netplex® 7-Post w/ 3 Roofs (DB Only)		1323	12419
128980B	PlayOdyssey® Octagonal Deck (DB Only) 48" Deck w/o Roof, w/Center Access		1715	17381
128980C	PlayOdyssey® Octagonal Deck (DB Only) 48" Deck w/o Roof, w/o Center Access		1565	16351
128980A	PlayOdyssey® Octagonal Deck (DB Only) 48" Deck w/Roof, w/Center Access		2043	22761
128980E	PlayOdyssey® Octagonal Deck (DB Only) 72" Deck w/o Roof, w/Center Access		1762	17524
128980F	PlayOdyssey® Octagonal Deck (DB Only) 72" Deck w/o Roof, w/o Center Access		1620	16478
128980D	PlayOdyssey® Octagonal Deck (DB Only) 72" Deck w/Roof, w/Center Access		2089	22904
193175B	Skyport™ Climber for Netplex™ 14-Post (DB Only)		764	33986
193175A	Skyport™ Climber for Netplex™ 7-Post (DB Only)		452	23516
224088A	Skyport™ Climber w/Double Swoosh Slide® for Netplex™ 7-Post (DB Only)		814	27254
224088B	Skyport™ Climber w/Double Swoosh Slide® for Netplex™ 13-Post (DB Only)		1087	37725
271912A	Skyport™ Climber w/Alpine™ Slide for NetPlex™ 7-Post (DB Only)		923	29116
271912B	Skyport™ Climber w/Alpine™ Slide for NetPlex™ 13-Post (DB Only)		1195	39586
193172A	Watermill™ Climber		193	5263
272371A	Zenith™ Climber for 7 Post Netplex®		272	6482

PlayBooster® Decks

188857A	3-sided Extension		143	2239
122197A	90° Triangular Tenderdeck		66	969
191032A	Curb	UPS	7	173
152912A	Curved Transfer Module (SteelX®) 32" Deck		198	3009
152912B	Curved Transfer Module (SteelX®) 40" Deck		235	3407
152912C	Curved Transfer Module (SteelX®) 48" Deck		269	3555
152911A	Curved Transfer Module 32" Deck		195	2678
184354A	Curved Transfer Module 32" Deck		210	3075
152911B	Curved Transfer Module 40" Deck		240	3111
184354B	Curved Transfer Module 40" Deck		284	3509
152911C	Curved Transfer Module 48" Deck		279	3284
184354C	Curved Transfer Module 48" Deck		344	3652
111607A	Deck Clamp Lowering Kit		1	61
154752A	Hex Deck w/Extension		472	5151
178710A	Hexagon Tenderdeck		285	3310
111525A	Kick Panel 24" Rise, 2-Color Permalene®	UPS	25	500
111525B	Kick Panel 32" Rise, 2-Color Permalene®	UPS	32	632
121948B	Kick Plate 16" Rise	UPS	23	219
121948A	Kick Plate 8" Rise	UPS	13	133
121949B	Kick Plate 90° Tri-Deck 16" Rise	UPS	33	265
121949A	Kick Plate 90° Tri-Deck 8" Rise	UPS	13	189
111230A	Square Corner		97	1066
111228A	Square Deck		118	1158
111229A	Square Extension		105	1107
112471A	Transfer Step		57	587
185852A	Transfer Step w/2 Handloops		77	1137
184418A	Tree Stump Transfer Module ¹		3026	8277
169321A	Tree Stump Transfer Module 48" Deck (DB Only) ¹		3700	8277
111231A	Triangular Tenderdeck		62	893
119646A	Triangular Tenderdeck Extension		51	867

¹ NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

PlayBooster® Posts

111404G	100" Aluminum Post for 24" Deck		26	332
111404S	100" Steel Post for 24" Deck		60	306
111405A	106" Aluminum Flush Post for 72" Deck		27	561
111405J	106" Steel Flush Post for 72" Deck		63	495
111404F	108" Aluminum Post for 32" Deck		28	337
111404R	108" Steel Post for 32" Deck		65	316
111403J	110" Aluminum Roof Post for Ground Level		26	347
111403T	110" Steel Roof Post for Ground Level		63	347
111406E	113" Arch for Ground Level		77	1454

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
111404E	116" Aluminum Post for 40" Deck		29	347
111404Q	116" Steel Post for 40" Deck		70	321
111403I	118" Aluminum Roof Post for 8" Deck		27	352
111403S	118" Steel Roof Post for 8" Deck		69	352
111404D	124" Aluminum Post for 48" Deck		30	403
111404P	124" Steel Post for 48" Deck		74	332
111403H	126" Aluminum Roof Post for 16" Deck		29	408
111403R	126" Steel Roof Post for 16" Deck		73	408
111404C	132" Aluminum Post for 56" Deck		31	418
111404O	132" Steel Post for 56" Deck		78	337
179595X	132" Steel Vibe® Roof Post for Ground Level		78	337
111403G	134" Aluminum Roof Post for 24" Deck		30	423
111403Q	134" Steel Roof Post for 24" Deck		77	423
111404B	140" Aluminum Post for 64" Deck		34	423
111406D	140" Arch for 32" Deck		86	1566
111404N	140" Steel Post for 64" Deck		83	347
179595W	140" Steel Vibe® Roof Post for 8" Deck		83	347
111403F	142" Aluminum Roof Post for 32" Deck		33	444
111403P	142" Steel Roof Post for 32" Deck		82	428
111404A	148" Aluminum Post for 72" Deck		36	444
111404M	148" Steel Post for 72" Deck		88	403
179595V	148" Steel Vibe® Roof Post for 16" Deck		88	403
111403E	150" Aluminum Roof Post for 40" Deck		34	449
111403O	150" Steel Roof Post for 40" Deck		87	444
111406C	154" Arch for 40"-48" Deck		91	1581
111404K	156" Aluminum Post for 80" Deck		37	500
111404W	156" Steel Post for 80" Deck		92	464
179595U	156" Steel Vibe® Roof Post for 24" Deck		93	464
111403D	158" Aluminum Roof Post for 48" Deck		36	464
111403N	158" Steel Roof Post for 48" Deck		91	449
111404L	164" Aluminum Post for 88" Deck		38	520
111404X	164" Steel Post for 88" Deck		96	485
179595T	164" Steel Vibe® Roof Post for 32" Deck		98	479
111403C	166" Aluminum Roof Post for 56" Deck		37	469
173880C	166" Steel CoolToppers® Wave Post (60" Bury)		106	1000
111403M	166" Steel Roof Post for 56" Deck		96	459
111406B	170" Arch for 56"-64" Deck		97	1647
179595S	172" Steel Vibe® Roof Post for 40" Deck		103	495
111403B	174" Aluminum Roof Post for 64" Deck		39	495
111403L	174" Steel Roof Post for 64" Deck		100	464
111406A	178" Arch for 72" Deck		100	1709
179595R	180" Steel Vibe® Roof Post for 48" Deck		108	505
111403A	182" Aluminum Roof Post for 72" Deck		40	500
111404Z	182" Steel Post for 96" Deck (44" Bury)		105	525
111403K	182" Steel Roof Post for 72" Deck		104	469
179595Q	188" Steel Vibe® Roof Post for 56" Deck		113	515
111403U	190" Aluminum Roof Post for 80" Deck		42	515
173880B	190" Steel CoolToppers® Wave Post (60" Bury)		119	1035
111403V	190" Steel Roof Post for 80" Deck		108	495
179595P	196" Steel Vibe® Roof Post for 64" Deck		118	525
154883E	201" Steel CoolToppers® Single Post for Ground-8" Deck (60" Bury) ¹		172	862
136689A	204" Steel CoolToppers® Full Sail Post for 48" Deck (60" Bury)		117	500
179595O	204" Steel Vibe® Roof Post for 72" Deck		123	541
136689B	212" Steel CoolToppers® Full Sail Post for 56" Deck (60" Bury)		120	505
179595N	212" Steel Vibe® Roof Post for 80" Deck		128	556
173880A	214" Steel CoolToppers® Wave Post (60" Bury)		132	1066
136689C	220" Steel CoolToppers® Full Sail Post for 64"-72" Deck (60" Bury)		125	520
179595M	220" Steel Vibe® Roof Post for 88" Deck		133	566
154883D	221" Steel CoolToppers® Single Post for 16"-24" Deck (60" Bury) ¹		188	882
154883C	233" Steel CoolToppers® Single Post for 32"-40" Deck (60" Bury) ¹		200	1035

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
154883B	249" Steel CoolToppers® Single Post for 48"-56" Deck (60" Bury) ¹		211	1061
154883A	265" Steel CoolToppers® Single Post for 64"-72" Deck (60" Bury) ¹		222	1112
154883F	301" Steel Post (72" Bury) For CoolTopper® Single Post Pyramid Roof (96" Deck) ¹		253	1443
111405I	42" Aluminum Flush Post for 8" Deck		12	449
111405R	42" Steel Flush Post for 8" Deck		27	423
111405H	50" Aluminum Flush Post for 16" Deck		14	459
111405Q	50" Steel Flush Post for 16" Deck		31	428
111405G	58" Aluminum Flush Post for 24" Deck		16	464
111405P	58" Steel Flush Post for 24" Deck		36	444
111405F	66" Aluminum Flush Post for 32" Deck		18	485
111405O	66" Steel Flush Post for 32" Deck		40	449
111405E	74" Aluminum Flush Post for 40" Deck		19	500
111405N	74" Steel Flush Post for 40" Deck		46	459
111404J	76" Aluminum Post for Ground Level		19	291
111404V	76" Steel Post for Ground Level		47	270
111405D	82" Aluminum Flush Post for 48" Deck		21	505
111405M	82" Steel Flush Post for 48" Deck		50	464
111404I	84" Aluminum Post for 8" Deck		21	306
111404U	84" Steel Post for 8" Deck		51	281
111405C	90" Aluminum Flush Post for 56" Deck		23	520
111405L	90" Steel Flush Post for 56" Deck		54	469
111404H	92" Aluminum Post for 16" Deck		23	316
111404T	92" Steel Post for 16" Deck		56	291
111405B	98" Aluminum Flush Post for 64" Deck		26	541
111405K	98" Steel Flush Post for 64" Deck		59	485
176762I	Custom 118" Steel CoolToppers® Post for 8" Hex Deck (60" Bury)		69	347
176762H	Custom 126" Steel CoolToppers® Post for 16" Hex Deck (60" Bury)		73	403
176762G	Custom 134" Steel CoolToppers® Post for 24" Hex Deck (60" Bury)		77	418
176762F	Custom 142" Steel CoolToppers® Post for 32" Hex Deck (60" Bury)		82	423
176762E	Custom 150" Steel CoolToppers® Post for 40" Hex Deck (60" Bury)		87	434
176762D	Custom 158" Steel CoolToppers® Post for 48" Hex Deck (60" Bury)		91	449
176762C	Custom 166" Steel CoolToppers® Post for 56" Hex Deck (60" Bury)		96	459
176762B	Custom 174" Steel CoolToppers® Post for 64" Hex Deck (60" Bury)		100	464
176762A	Custom 182" Steel CoolToppers® Post for 72" Hex Deck (60" Bury)		104	469

¹ NOTE: The Post for CoolToppers® Single Post Pyramid Roof is constructed of steel and can be various heights to supply shade to your structure.

PlayShaper® Slides				
123339A	Curved Slide 40" Deck		82	1841
132155A	Double Slide 30"-32" Deck		114	2066
132155B	Double Slide 36"-48" Deck		132	2326
178768A	Double Swirl Slide 48" Deck		176	2550
178720A	Double Wave Slide 48" Deck		175	3055
111323A	EI Slide 32" Deck		133	2627
205015A	Gemini Slide Hood Extension Kit	UPS	16	0
133426A	Gemini SlideWinder2® 30"-32" Deck		247	4860
133426B	Gemini SlideWinder2® 36"-40" Deck		273	5707
133426C	Gemini SlideWinder2® 48" Deck		327	6191
166076A	Infant Single Slide		62	1260
137967A	Lava Run Slide 30"-32" Deck		99	1724
133668A	Single Slide 36"-48" Deck		91	1765
205013A	Slidewinder Hood Extension Kit	UPS	8	0
132117A	SlideWinder2® 30"-32" Deck		153	2326
132117B	SlideWinder2® 36"-40" Deck		166	2616
132117C	SlideWinder2® 48" Deck		193	2938
143480A	SpyroSlide™ (56") 48" Deck		404	6385
190856A	Stainless Steel Double Slide 32"-40" Deck		135	5692
190856B	Stainless Steel Double Slide 48" Deck		154	6191
190854A	Stainless Steel Slide 32"-40" Deck		89	2820

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
190854B	Stainless Steel Slide 48" Deck		100	3065
128952A	Tunnel Slide 40" Deck ¹		159	2734

¹ NOTE: Additional weight and cost associated with each View Tube section.

PlayShaper® Climbers

152432A	ABC Climber 32"-48" Deck		128	1841
135547A	Block Climber 32" Deck		152	2351
135547B	Block Climber 40" Deck		181	2820
143200A	Conical Climber™ 40" Deck		120	3631
132023A	Cozy Climber™ 32"-40" Deck		111	2744
132023B	Cozy Climber™ 48" Deck		120	2968
137966A	Critter Canyon 30"-32" Deck		102	1673
153021A	Deck Link w/Permalene® Barriers, 1 Step		84	1244
153021B	Deck Link w/Permalene® Barriers, 2 Steps		122	1494
237939A	Facet™ Stepper w/Perm Handholds 16" Deck (DB Only)		311	1464
237939B	Facet™ Stepper w/Perm Handholds 24" Deck (DB Only)		842	2769
237939C	Facet™ Stepper w/Perm Handholds 32" Deck (DB Only)		1523	3947
183195A	Log Stack Climber 48"Deck w/Wood-Grain Handholds		3630	16682
185861A	Log Stepper 16" Deck w/1 Recycled Wood-Grain Handhold		192	1367
185861B	Log Stepper 24" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop		468	3167
185861C	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		912	5054
185861D	Log Stepper 40"Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		1730	7344
139262A	Loop Arch 32"-48" Deck		81	1494
111364A	Loop Ladder 40"-48" Deck		59	1051
153077A	Mini Summit Climber 40" (DB Only) and 48" Deck		88	1382
171567A	Mushroom Stepper w/Permalene® 16"Deck w/Permalene® Handhold		148	1392
171567B	Mushroom Stepper w/Permalene® 24"Deck w/Permalene® Handhold, 1 Handloop		279	2560
171567C	Mushroom Stepper w/Permalene® 32"Deck w/Permalene® Handhold, 1 Handloop and 1 Handrail		445	4162
171567D	Mushroom Stepper w/Permalene® 40"Deck w/Permalene® Handhold, 1 Handloop and 1 Handrail		622	5875
185863A	Mushroom Stepper w/Recycled Wood-Grain 16" Deck w/Recycled Wood-Grain Handhold		174	1622
185863B	Mushroom Stepper w/Recycled Wood-Grain 24" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop		317	3361
185863C	Mushroom Stepper w/Recycled Wood-Grain 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handr		482	4952
185863D	Mushroom Stepper w/Recycled Wood-Grain 40" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handr		660	6676
135346A	Pod Climber® 16" Deck		36	694
135346B	Pod Climber® 24" Deck		54	1244
135346C	Pod Climber® 32" Deck		83	1734
135346D	Pod Climber® 40" Deck		99	2111
119981A	Step Deck 16" Deck		69	882
111327A	Step Ladder 32" Deck		110	2040
111327B	Step Ladder 40" Deck		128	2137
111327C	Step Ladder 48" Deck		154	3111
160423A	The Peak™ Rock Climber 32"-40" Deck (DB Only) ¹		3068	7849
160424A	The Stepper™ Rock Climber 24" Deck (DB Only)		1296	4039
139911A	Thunderhead Climber® 48" Deck to Ground		540	7018
181114A	Wiggle Ladder 32" Deck	UPS	41	780
181114B	Wiggle Ladder 40" Deck	UPS	48	801
181114C	Wiggle Ladder 48" Deck	UPS	52	862
185862A	Wood Plank Wiggle Ladder 32"Deck		80	1617
185862B	Wood Plank Wiggle Ladder 40"Deck		86	1642
185862C	Wood Plank Wiggle Ladder 48"Deck		87	1683
185864A	Wood Plank Wiggle Ladder EN 32"Deck		80	1617
185864B	Wood Plank Wiggle Ladder EN 40"Deck		86	1642
185864C	Wood Plank Wiggle Ladder EN 48"Deck		87	1683

¹ NOTE: 4-week lead time required.

² NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

PlayShaper® Overhead Events

129967A	Horizontal Ladder 16" Deck		45	1066
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Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
129968A	Horizontal Ladder End Panel Order Posts Separately		21	337
PlayShaper® Bridges & Ramps				
111348A	Arch Bridge		153	2407
131956A	Belt Bridge w/Permalene® Barriers		114	1856
116098A	Phase Kit	UPS	6	286
132828A	Ramp Deck to Deck w/Permalene® Barriers		426	5018
132844A	Ramp Deck to Ground w/Permalene® Barriers		426	5018
138405A	Ramp Exit Plate 16"-48" Deck-to-Ground	UPS	75	627
111413A	Ramp Exit Plate 8" Deck-to-Ground	UPS	75	627
PlayShaper® Tunnels				
115409C	90° Crawl Tunnel		104	2514
136443A	Crawl Tunnel 6" Deck DB Only		83	1571
118098A	Crawl Tunnel w/Incline C-Shape, 16" Deck Difference		151	4065
118098B	Crawl Tunnel w/Incline S-Shape, 16" Deck Difference		151	4065
118097A	Crawl Tunnel w/o Incline C-Shape, 16" Deck Difference		153	4065
118097B	Crawl Tunnel w/o Incline S-Shape, 16" Deck Difference		153	4065
139268A	Offset Crawl Tunnel 8" Deck Height Difference		89	1647
128953A	Straight Crawl Tunnel 28" Long ¹		74	1795
128953B	Straight Crawl Tunnel 56" Long ¹		103	2351
118099A	Wire Crawl Tunnel		91	2280
¹ NOTE: Additional weight and cost associated with each View Tube section.				
PlayShaper® Enclosures				
<i>NOTE: No panels below 32" decks.</i>				
139260A	Balcony Deck w/o Wheel		104	1382
139260B	Balcony Deck w/Wheel		111	1642
111300A	Ball Maze Panel	UPS	55	1285
111370B	Bead and Block Panel w/Handles	UPS	64	1336
111370A	Bead and Block Panel w/o Handles	UPS	56	1097
138299A	Bench w/1 End Panel Ground Level	UPS	25	505
138185A	Bench w/2 End Panels Ground Level	UPS	30	551
116120A	Benches (2) w/1 End Panel Each Ground Level	UPS	49	1020
111368A	Block Panel	UPS	34	974
164093A	Bongo Panel	UPS	43	1000
164147A	Bongo Reach Panel	UPS	27	954
123845A	Braille and Clock Panel	UPS	41	1632
111282A	Bubble Panel	UPS	29	796
113211A	Chimes Panel		47	1499
177713A	Color Splash Panel™		52	3208
191016A	Curb		5	128
217913A	DigiFuse® Barrier Panel		31	1234
111288A	Driver Panel	UPS	47	847
111289A	Finger Maze Panel	UPS	40	699
173568A	Fun Mirror Panel Ground Level	UPS	53	2642
117147A	Gear Panel		112	2060
112997A	Geometric Panel w/Handles	UPS	38	882
112997B	Geometric Panel w/o Handles	UPS	34	694
111284A	Hole Panel	UPS	23	530
124333A	Hourglass Panel		51	1739
111299A	House Panel	UPS	30	622
127685A	Image Panel 176 Play Blocks	UPS	63	1443
173571A	Kaleidospin Panel™		74	3647
173572A	Marble Panel®		54	2540
127684A	Match 4 Panel	UPS	35	1051
111298A	Mirror Panel	UPS	41	1117
139266A	Navigator Reach Panel	UPS	26	704

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
173569A	Optigear Panel®		49	3647
118429A	Periscope Panel	UPS	55	1663
119515A	Pilot Panel	UPS	45	1117
111285A	Puppet Panel	UPS	27	530
111286A	Puppet Panel w/Window	UPS	32	740
177719A	Rain Sound Wheel Panel™		68	2331
173586A	Recycled Wood-Grain Lumber Panel		65	1392
159460A	Ring-a-Bell™ Panel	UPS	41	1454
164149A	Ring-a-Bell™ Reach Panel	UPS	24	1030
164146A	Rock-n-Ring® Panel	UPS	52	1770
111297A	Sand and Water Panel	UPS	76	1443
188836A	Sign Language Panel		33	862
111387A	Slant Entrance Panel	UPS	52	1097
111281A	Slant Window Panel	UPS	49	1387
123484A	Space Travel Panel		50	1454
144984A	Storefront Panel	UPS	20	469
111292A	Table Panel	UPS	62	1234
111293A	Tic-Tac-Toe Panel	UPS	45	1454
111290A	Tracing Panel	UPS	33	709
139264A	Trail Tracker® Reach Panel	UPS	14	495
111301A	Tunnel Panel	UPS	75	1571
117945A	Wire Barrier 90° Tri-Deck w/o Wheel		44	780
117945B	Wire Barrier 90° Tri-Deck w/Wheel		50	1030
117946A	Wire Barrier w/o Wheel		34	551
117946B	Wire Barrier w/Wheel		40	796
117946C	Wire Barrier w/o Wheel Ground Level		34	551
117946D	Wire Barrier w/Wheel Ground Level		40	796
173570A	Xylofun Panel®		48	2693
111287A	Zoo Panel	UPS	25	530

PlayShaper® Motion & More Fun

139272A	Chinning Bar	UPS	7	117
119977A	Handloop	UPS	7	209
115198G	Talk Tube 12" Deck, Order Posts Separately ¹		13	541
115198B	Talk Tube 16" Deck, Order Posts Separately ¹		13	541
115198H	Talk Tube 18" Deck, Order Posts Separately ¹		14	541
115198C	Talk Tube 24" Deck, Order Posts Separately ¹		14	551
115198I	Talk Tube 30" Deck, Order Posts Separately ¹		15	561
115198D	Talk Tube 32" Deck, Order Posts Separately ¹		15	561
115198J	Talk Tube 36" Deck, Order Posts Separately ¹		16	561
115198E	Talk Tube 40" Deck, Order Posts Separately ¹		16	571
111362A	Talk Tube 40' Tubing Kit	UPS	15	240
115198F	Talk Tube 48" Deck, Order Posts Separately ¹		17	581
115198K	Talk Tube 8" Deck, Order Posts Separately ¹		12	530
115198A	Talk Tube, Ground Level ¹		12	525
111306B	Wheel w/Infill	UPS	8	321
111306A	Wheel w/o Infill	UPS	6	260

¹ NOTE: Order one Talk Tube Tubing Kit with two Talk Tubes; combine any height listed.

PlayShaper® Roofs

111407A	Arch Roof		52	780
211191C	Recycled Tree House Roof w/o Stack and w/"Kids Only" sign		291	3631
211191D	Recycled Tree House Roof w/o Stack and w/o "Kids Only" sign		291	3509
211191A	Recycled Tree House Roof w/Stack and w/"Kids Only" sign		302	3917
211191B	Recycled Tree House Roof w/Stack and w/o "Kids Only" sign		302	3789
179229A	Square Peak Tile Roof w/Logo Panels ¹		105	1632
179229B	Square Peak Tile Roof w/o Logo Panels ¹		93	1499
179225A	Square Poly Roof w/Logo Panels ¹		112	1454
179225B	Square Poly Roof w/o Logo Panels ¹		99	1326

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
179239A	Super-Square Shingle Roof w/Permalene® Roof Cap		204	3611
179239B	Super-Square Shingle Roof w/Poly Roof Cap		210	4213

¹ NOTE: Free customized text on roof; limit approximately 20 characters including spaces. Validate customized text in design tools.

PlayShaper® Decks

117495A	90° Triangular Deck		59	709
191017A	Curb	UPS	7	173
153020A	Curved Transfer Module 32" Deck		189	2428
153020B	Curved Transfer Module 40" Deck		234	2846
153020C	Curved Transfer Module 48" Deck		272	3009
179349B	Kick Plate 16" Rise	UPS	23	219
179349A	Kick Plate 8" Rise	UPS	13	133
179362B	Kick Plate 90° Tri-Deck 16" Rise	UPS	33	265
179362A	Kick Plate 90° Tri-Deck 8" Rise	UPS	13	189
111238A	Square Corner		92	821
111237A	Square Deck		102	877
111239A	Square Extension		97	862
173585A	Tree Stump Transfer Module 32"Deck (DB Only) ¹		2875	6778
173585B	Tree Stump Transfer Module 40"Deck (DB Only) ¹		2932	7171
173585C	Tree Stump Transfer Module 48"Deck (DB Only) ¹		2981	7334

¹ NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

PlayShaper® Posts

111396A	145" Roof Post for SpyroSlide off 48" Deck		28	418
111396B	137" Roof Post for 48" Deck		27	403
111396C	129" Roof Post for 40" Deck		25	347
111396D	121" Roof Post for 32" Deck		24	337
111396E	113" Roof Post for 24" Deck		23	332
111396F	105" Roof Post for 16" Deck		20	316
111396G	97" Roof Post for 8" Deck		19	306
111396H	89" Roof Post for Ground Level		18	291
111396J	95" Roof Post for 6" Deck		20	306
111396K	107" Roof Post for 18" Deck		20	321
111396L	101" Roof Post for 12" Deck		22	332
111396M	119" Roof Post for 30" Deck		24	337
111396N	125" Roof Post for 36" Deck		25	347
111396P	131" Roof Post for 42" Deck		26	352
111397A	128" Post for SpyroSlide and SlideWinder2® off 48" Deck		25	403
111397B	114" Post for 48" Deck and SlideWinder2® off 40" Deck		23	337
111397C	106" Post for 40" Deck and SlideWinder2® off 32" Deck		21	332
111397D	98" Post for 32" Deck		19	321
111397E	90" Post for 24" Deck		18	316
111397F	82" Post for 16" Deck		15	306
111397G	74" Post for 8" Deck		15	291
111397H	69" Post for Ground Level		14	286
111397J	72" Post for 6" Deck		16	291
111397K	78" Post for 12" Deck		17	306
111397L	84" Post for 18" Deck		18	316
111397M	96" Post for 30" Deck		20	321
111397N	102" Post for 36" Deck		21	332
111397P	108" Post for 42" Deck		23	332
111398A	82" Flush Post for 48" Deck		17	316
111398B	74" Flush Post for 40" Deck		15	306
111398C	66" Flush Post for 32" Deck		14	291
111398D	58" Flush Post for 24" Deck		13	286
111398E	50" Flush Post for 16" Deck		11	281

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
111398F	42" Flush Post for 8" Deck		10	270
111398G	40" Flush Post for 6" Deck		9	270
111398H	46" Flush Post for 12" Deck		10	281
111398I	52" Flush Post for 18" Deck		11	286
111398J	64" Flush Post for 30" Deck		13	291
111398K	70" Flush Post for 36" Deck		14	306
111399A	Arch for 56" Deck		91	1622
111399B	Arch for 48" Deck		89	1581
111399C	Arch for 40" Deck		86	1566
111399D	Arch for 32" Deck		82	1530
111399E	Arch for 24" Deck		80	1510
111399F	Arch for 16" Deck		77	1499
111399G	Arch for 8" Deck		74	1484
111399H	Arch for Ground Level		72	1459
113885A	96" Post for 56" Deck 2" SM		22	464
113885B	82" Post for 48" Deck 2" SM		20	444
113885C	74" Post for 40" Deck 2" SM		18	434
113885D	66" Post for 32" Deck 2" SM		16	423
113885E	58" Post for 24" Deck 2" SM		15	418
113885F	50" Post for 16" Deck 2" SM		14	403
113885G	42" Post for 8" Deck 2" SM		11	347
113885H	37" Post for Ground Level 2" SM		11	337
113885J	40" Post for 6" Deck 2" SM		13	347
113885K	46" Post for 12" Deck 2" SM		14	403
113885L	52" Post for 18" Deck 2" SM		15	418
113885M	64" Post for 30" Deck 2" SM		17	423
113885N	70" Post for 36" Deck 2" SM		18	434
113885P	76" Post for 42" Deck 2" SM		20	434
113886A	113" Post For Roof for 56" Deck 2" SM		25	479
113886B	105" Post For Roof for 48" Deck 2" SM		24	464
113886C	97" Post For Roof for 40" Deck 2" SM		23	454
113886D	89" Post For Roof for 32" Deck 2" SM		21	444
113886E	81" Post For Roof for 24" Deck 2" SM		19	434
113886F	73" Post For Roof for 16" Deck 2" SM		18	418
113886G	65" Post For Roof for 8" Deck 2" SM		16	403
113886H	57" Post For Roof for Ground Level Deck 2" SM		15	347
113886J	63" Post For Roof for 6" Deck 2" SM		16	403
113886K	75" Post For Roof for 18" Deck 2" SM		18	418
113886L	69" Post For Roof for 12" Deck 2" SM		17	408
113886M	87" Post For Roof for 30" Deck 2" SM		21	444
113886N	93" Post For Roof for 36" Deck 2" SM		22	454
113886P	99" Post For Roof for 42" Deck 2" SM		23	454
113888A	50" Flush Post for 48" Deck 2" SM		12	418
113888B	42" Flush Post for 40" Deck 2" SM		10	403
113888C	34" Flush Post for 32" Deck 2" SM		9	347
113888D	26" Flush Post for 24" Deck 2" SM		8	337
113888E	18" Flush Post for 16" Deck 2" SM		6	332
113888F	10" Flush Post for 8" Deck 2" SM		5	321

Evos® Slides & Gliders

201035A	Eclipse® Rush™ Slide (DB Only)		262	5177
201041A	Eclipse® Rushwinder (DB Only)		327	5671
201038A	Eclipse® Surf Slide (DB Only)		380	5406
201040A	Eclipse® Surf Stainless Steel Slide (DB Only)		369	6513
156465A	Hang Glider® (DB Only)		159	2953
182865A	Rush™ Slide		264	5177
189312A	Rushwinder		313	5671
182181A	Stainless Steel Surf Slide		349	6513

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
182180A	Surf Slide		371	5406
Evos® Climbers				
179222A	Belt-Zone™ Climber		191	10832
156449A	Helix Net® Climber (DB Only)		165	7405
156448A	O-Zone® Climber		186	10832
156462A	RingTangle® Climber (DB Only)		198	3713
Evos® Overhead Events				
156457A	ArcOver® Ladder (DB Only)		150	3126
156463A	Bow Ladder®		143	3483
165533A	Bow Ladder® Connector w/2 E-Pod® Steps		181	3789
160254A	Overhead Trekker™ Ladder (DB Only)		122	2382
Evos® Bridges				
156450A	Swiggle Stix® Bridge (DB Only)		151	6911
Evos® Motion & More Fun				
160209A	Accessible Power Lifter™ Chinning Bar (DB Only)		109	2111
202822A	Blender™ Spinner w/Steel Posts (DB Only)		252	3488
156453A	Chatter Noodle® Talk Tubes (DB Only)		52	2463
156467A	Cycler w/1 E-Pod™ Step (DB Only)	UPS	48	1668
156454A	E-Pod® Step		11	347
202823A	Gyro Twister® Spinner w/Steel Posts (DB Only)		253	2841
156959A	Noodle Pod® Step 36" Noodle Post w/1 E-Pod® Step (DB Only)		28	1219
156959B	Noodle Pod® Step 54" Noodle Post w/1 E-Pod® Step (DB Only)		32	1229
156959C	Noodle Pod® Step 72" Noodle Post w/1 E-Pod® Step (DB Only)		36	1234
164156A	Noodle Pod® Steps (2) 54" Noodle Post w/2 E-Pod® Steps (DB Only)		43	1601
164156B	Noodle Pod® Steps (2) 72" Noodle Post w/2 E-Pod® Steps (DB Only)		47	1622
161774A	Noodle Post		25	847
160208A	Power Lifter™ Chinning Bar (DB Only)		97	1642
202821A	Power Lifter™ Chinning Bar w/o Post	UPS	16	872
202824A	Sol Spinner™ w/Steel Posts (DB Only)		276	3290
111362A	Talk Tube 40' Tubing Kit	UPS	15	240
160210A	TwirlWind™ Turning Bar (DB Only)		109	2111
156452A	Wobble Pod® Bouncer (DB Only)		122	1724
Evos® Accessible Reach Panels				
164095A	Bongo Reach Panel		37	1010
161777A	Chimes Reach Panel		31	1448
161780A	Image Reach Panel 75 Play Blocks		53	1035
161776A	Match 3 Reach Panel		24	923
161779A	Navigator Reach Panel		28	780
161775A	Periscope Reach Panel		46	1765
164150A	Ring-a-Bell™ Reach Panel		31	1107
161778A	Trail Tracker® Reach Panel		19	530
Evos® Mainstructures				
171626A	1-Arch w/2 Attach Points (DB Only)		590	15662
171627A	1-Arch w/3 Attach Points (DB Only)		670	16570
171628A	1-Arch w/4 Attach Points (DB Only)		750	17513
179182A	2-Arch (DB Only)		715	19110
179186A	2-Arch w/3 Attach Points (DB Only)		735	12118
179188A	2-Arch w/3-5 Attach Points (DB Only)		815	13051
179187A	2-Arch w/4 Attach Points (DB Only)		895	13969
179184A	3-Arch (DB Only)		1048	22960
179183A	3-Arch Small (DB Only)		986	22471
179185A	4-Arch (DB Only)		1318	26306
160359A	Additional Arches #3 and #4 Only (DB Only)		560	7201
160358A	Additional Large Arch #4 Only (DB Only)		312	3840

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
156545A	Additional Small Arch #3 Only (DB Only)		248	3361
258228A	Eclipse® Net Plus w/2-4 Attach Points (DB Only)		1082	30493
258230A	Eclipse® Net Plus w/3-5 Attach Points (DB Only)		1084	31824
258231A	Eclipse® Net Plus w/4-6 Attach Points (DB Only)		1215	33155
Weevos® Motion & More Fun				
173576B	Alphamaze® and Labyrinth Panel 2" Surface Mount		64	1862
173576A	Alphamaze® and Labyrinth Panel Direct Bury		64	1770
173715B	Bongo and Alphamaze Panel® 2" Surface Mount		90	2453
173715A	Bongo and Alphamaze Panel® Direct Bury		90	2372
173583B	Bongo and Xylofun Panel® 2" Surface Mount		108	4483
173583A	Bongo and Xylofun Panel® Direct Bury		108	4381
173584B	Bongo Panel® 2" Surface Mount		79	2372
173584A	Bongo Panel® Direct Bury		79	2310
164177A	ChitterChatter Noodle® Talk Tube Kit		83	2208
177714B	Color Splash Panel™ 2" Surface Mount		84	3912
177714A	Color Splash Panel™ Direct Bury		84	3825
173577B	Fun Mirror Panel® 2" Surface Mount		92	3835
173577A	Fun Mirror Panel® Direct Bury		92	3759
173582B	Imagination Table™ 2" Surface Mount		65	2076
173582A	Imagination Table™ Direct Bury		64	1979
173580B	Kaleidospin Panel® 2" Surface Mount		89	4661
173580A	Kaleidospin Panel® Direct Bury		89	4575
173581B	Marble Panel® 2" Surface Mount		82	3290
173581A	Marble Panel® Direct Bury		82	3193
173578B	Optigear Panel® 2" Surface Mount		90	4661
173578A	Optigear Panel® Direct Bury		90	4575
177720B	Rain Sound Wheel Panel™ 2" Surface Mount		102	3723
177720A	Rain Sound Wheel Panel™ Direct Bury		102	3631
164173B	Twirly Bar 2" Surface Mount		19	740
164173A	Twirly Bar Direct Bury		23	663
173716B	Xylofun and Alphamaze Panel® 2"Surface Mount		93	3835
173716A	Xylofun and Alphamaze Panel® Direct Bury		93	3759
173579B	Xylofun Panel® 2" Surface Mount		80	3733
173579A	Xylofun Panel® Direct Bury		79	3647
Weevos® Climbers				
164171B	Giggle Jiggler® Climber 2" Surface Mount		124	4498
164171A	Giggle Jiggler® Climber Direct Bury		140	4192
173573B	Wee Planet™ Climber 2" Surface Mount		127	3315
173573A	Wee Planet™ Climber Direct Bury		130	3065
164172B	Wee Pod® Climber 2" Surface Mount		53	1525
164172A	Wee Pod® Climber Direct Bury		57	1454
Weevos® Slides				
164174B	Cozy Coaster® Slide w/Handrail, 2" Surface Mount		349	7931
164174A	Cozy Coaster® Slide w/Handrail, Direct Bury		373	7472
Weevos® Bridges				
164178B	Boppity Bridge® 2" Surface Mount		225	7497
164178A	Boppity Bridge® Direct Bury		249	7033
173575B	Swiggly Stix Bridge 2" Surface Mount		99	5875
173575A	Swiggly Stix Bridge Direct Bury		126	5355
Weevos® Tunnels				
173574B	Wee Craw® Tunnel 2" Surface Mount		120	4019
173574A	Wee Craw® Tunnel Direct Bury		134	3759
Weevos® Mainstructures				
164343A	2-Arch (DB Only)		285	2428

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
164170A	3-Arch (DB Only)		448	3733
Smart Play® Ages 6-23 Mths				
223856B	Nook 2" Surface Mount		746	8527
223856A	Nook Direct Bury		817	8537
Smart Play® Ages 2-5 Yrs				
021021A	Breeze™ DB Only (Colorable)		3080	34808
021022A	Breeze™ DB Only (Pre-Colored) 1		3080	34808
233083B	Centre 2" Surface Mount		4334	55707
233083A	Centre Direct Bury		4511	53917
237305B	Centre EN 2" Surface Mount		4306	55707
237305A	Centre EN Direct Bury		4463	53917
205160B	Cube 2" Surface Mount		1131	17488
205160A	Cube Direct Bury		1185	16881
233081B	Fire Station + Market Cafe 2" Surface Mount		2967	37980
233081A	Fire Station + Market Cafe Direct Bury		3193	36797
237304B	Fire Station + Market Cafe EN 2" Surface Mount		3012	37980
237304A	Fire Station + Market Cafe EN Direct Bury		3150	36797
233073B	Fire Station 2" Surface Mount		1876	20267
233073A	Fire Station Direct Bury		1987	19676
238233B	Fire Station EN 2" Surface Mount		1844	20267
238233A	Fire Station EN Direct Bury		1943	19676
233077B	Loft + Fire Station 2" Surface Mount		3132	37980
233077A	Loft + Fire Station Direct Bury		3287	36797
237302B	Loft + Fire Station EN 2" Surface Mount		3100	37980
237302A	Loft + Fire Station EN Direct Bury		3244	36797
233079B	Loft + Market Cafe 2" Surface Mount		2929	37980
233079A	Loft + Market Cafe Direct Bury		3071	36797
237303B	Loft + Market Cafe EN 2" Surface Mount		2926	37980
237303A	Loft + Market Cafe EN Direct Bury		3067	36797
223857B	Loft 2" Surface Mount		1888	20267
223857A	Loft Direct Bury		1925	19676
233075B	Market Cafe 2" Surface Mount		1708	20267
233075A	Market Cafe Direct Bury		1821	19676
238356B	Market Cafe EN 2" Surface Mount		1680	20267
238356A	Market Cafe EN Direct Bury		1778	19676
197057D	Motion w/Play Table 2" Surface Mount		950	20354
197057C	Motion w/Play Table Direct Bury		1100	19247
197057B	Motion w/Sand Table 2" Surface Mount		950	20354
197057A	Motion w/Sand Table Direct Bury		1100	19247
021770A	Sprig™ DB Only 1		2257	28994

¹ NOTE: 4-week lead time required.

Smart Play® Ages 5-12 Yrs				
228068A	Venti® HDG w/Steel Posts ¹		4774	51893
210739A	Venti® w/Aluminum Posts		3770	45839
210739B	Venti® w/Steel Posts		4435	45115

¹ NOTE: 4-week lead time required.

Hedra® Ages 2-5 Yrs				
265929C	Hedra® Scout with Perf and Bamboo Panels		3530	66494
265929D	Hedra® Scout with Perf and Perf Panels		3520	60450
265929A	Hedra® Scout with Polycarbonate and Bamboo Panels		3580	72542
265929B	Hedra® Scout with Polycarbonate and Perf Panels		3570	66494

Hedra® Ages 5-12 Yrs				
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Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
270239K	Hedra® EN w/SlideWinder2® Right, Perf, Bamboo Panels		6045	90678
270239L	Hedra® EN w/SlideWinder2® Right, Perf, Perf Panels		6050	84629
270239I	Hedra® EN w/SlideWinder2® Right, Polycarbonate Bamboo Panels		6115	96727
270239J	Hedra® EN w/SlideWinder2® Right, Polycarbonate, Perf Panels		6125	90678
265928C	Hedra® w/Alpine™ Slide, Perf, Bamboo Panels		6105	90678
265928D	Hedra® w/Alpine™ Slide, Perf, Perf Panels		6115	84629
265928A	Hedra® w/Alpine™ Slide, Polycarbonate Bamboo Panels		6175	96727
265928B	Hedra® w/Alpine™ Slide, Polycarbonate Perf Panels		6185	90678
265928G	Hedra® w/SlideWinder2® Left, Perf, Bamboo Panels		6045	90678
265928H	Hedra® w/SlideWinder2® Left, Perf, Perf Panels		6050	84629
265928E	Hedra® w/SlideWinder2® Left, Polycarbonate Bamboo Panels		6115	96727
265928F	Hedra® w/SlideWinder2® Left, Polycarbonate Perf Panels		6125	90678
265928K	Hedra® w/SlideWinder2® Right, Perf, Bamboo Panels		6045	90678
265928L	Hedra® w/SlideWinder2® Right, Perf, Perf Panels		6050	84629
265928I	Hedra® w/SlideWinder2® Right, Polycarbonate Bamboo Panels		6115	96727
265928J	Hedra® w/SlideWinder2® Right, Polycarbonate, Perf Panels		6125	90678
Freestanding Play Climbers				
168364A	AdventureScapes® Design 1 (DB Only) ^{1,2}		2970	19161
168365A	AdventureScapes® Design 2 (DB Only) ^{1,2}		5880	34558
168366A	AdventureScapes® Design 3 (DB Only) ^{1,2}		4410	34818
168367A	AdventureScapes® Design 4 (DB Only) ^{1,2}		7330	50480
168368A	AdventureScapes® Design 5 (DB Only) ^{1,2}		10220	62699
168369A	AdventureScapes® Design 6 (DB Only) ^{1,2}		8760	65867
168370A	AdventureScapes® Design 7 (DB Only) ^{1,2}		11670	78596
168371A	AdventureScapes® Design 8 (DB Only) ^{1,2}		11690	81524
169105A	AdventureScapes® Design 9 (DB Only) ^{1,2}		16020	109670
117966B	Block Climber 12 Blocks		193	3580
117966C	Block Climber 16 Blocks		251	4412
117966A	Block Climber 9 Blocks		159	3126
150977A	Cascade Climber 4-Panel (DB Only)		382	3902
150976A	Cascade Climber 6-Panel (DB Only)		554	5875
153354A	Climbing Wall Aluminum Posts		172	2423
153354B	Climbing Wall Steel Posts		266	2280
254562A	Eclipse Seat	UPS	7	168
249010A	Eclipse® Net Climber DB Only		950	26051
237103A	Facet™ Stepper 14" (DB Only)		311	1117
237104A	Facet™ Stepper 22" (DB Only)		842	2417
237105A	Facet™ Stepper 28" (DB Only)		1523	3601
144477C	Funnel Climber™ w/1 Vertical Ladder, Aluminum Posts		373	8226
144477H	Funnel Climber™ w/1 Vertical Ladder, Steel Posts		570	7818
144477A	Funnel Climber™ w/2 Vertical Ladders, Aluminum Posts		415	9542
144477F	Funnel Climber™ w/2 Vertical Ladders, Steel Posts		694	9053
144477D	Funnel Climber™ w/3 Vertical Ladders, Aluminum Posts		489	10858
144477I	Funnel Climber™ w/3 Vertical Ladders, Steel Posts		818	10287
144477E	Funnel Climber™ w/4 Vertical Ladders, Aluminum Posts		566	12174
144477J	Funnel Climber™ w/4 Vertical Ladders, Steel Posts		942	11521
144477B	Funnel Climber™ w/o Vertical Ladders, Aluminum Posts		258	6911
144477G	Funnel Climber™ w/o Vertical Ladders, Steel Posts		446	6584
219510A	GeoPlex® Climbing Wall Aluminum Posts		325	5942
219510B	GeoPlex® Climbing Wall Steel Posts		495	5783
156435A	Hemisphere Climber® (DB Only)		432	13790
100037A	Humpty Climber Double (DB Only)		308	3274
100037B	Humpty Climber Single (DB Only)		154	1709
201993A	JigJag Climber, Double Aluminum Posts (DB Only)		334	4070
201993B	JigJag Climber, Double Steel Posts (DB Only)		451	3953
201889A	JigJag Climber, Single Aluminum Posts (DB Only)		187	2372
201889B	JigJag Climber, Single Steel Posts (DB Only)		274	2295
173908A	Log Stepper 18" (DB Only)		244	1102
173909A	Log Stepper 28" (DB Only)		426	1673

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
173907A	Log Stepper 8" (DB Only)		156	801
249012A	Lunar Blast® Net Climber (DB Only)		1400	29606
254560A	Lunar Blast® Seat	UPS	11	214
248945A	Lunar Burst® Net Climber (DB Only)		1320	23557
254559A	Lunar Burst®Seat	UPS	7	194
150638A	Mobius Climber 12-Panel (DB Only)		1404	37036
150635A	Mobius Climber 3-Panel (DB Only)		290	8803
150636A	Mobius Climber 6-Panel (DB Only)		609	17707
150637A	Mobius Climber 7-Panel (DB Only)		667	19773
171569A	Mushroom Stepper 10" (DB Only)		127	1061
171570A	Mushroom Stepper 16" (DB Only)		127	1061
171571A	Mushroom Stepper 20" (DB Only)		151	1392
171572A	Mushroom Stepper 24" (DB Only)		151	1392
171573A	Mushroom Stepper 30" (DB Only)		178	1724
171568A	Mushroom Stepper 8" (DB Only)		127	1061
158108A	Noodle Pod® Step 36" Noodle Post w/1 E-Pod® Step (DB Only)		28	1219
158108B	Noodle Pod® Step 54" Noodle Post w/1 E-Pod® Step (DB Only)		32	1229
158108C	Noodle Pod® Step 72" Noodle Post w/1 E-Pod® Step (DB Only)		36	1234
164157A	Noodle Pod® Steps (2) 54" Noodle Post w/2 E-Pod® Steps (DB Only)		43	1601
164157B	Noodle Pod® Steps (2) 72" Noodle Post w/2 E-Pod® Steps (DB Only)		47	1622
158997A	Pod Climber™ 10"	UPS	13	316
158998A	Pod Climber™ 20"	UPS	15	332
120711A	Pod Climber® 16"	UPS	14	321
120712A	Pod Climber® 24"	UPS	15	332
120713A	Pod Climber® 30"	UPS	16	337
120710A	Pod Climber® 8"	UPS	12	316
100038A	Rainbow Climber 4' High (DB Only)		72	1239
100038B	Rainbow Climber 6' High (DB Only)		109	1387
146813A	Sky Rail Climber (DB Only)		221	4335
235755A	Spider Web Climber (DB Only)		136	3060
148041A	Star Seeker Climber (DB Only)		398	10343
158426A	Starburst™ Climber Single (DB Only)		179	2173
158426B	Starburst™ Climber Double (DB Only)		265	3810
158426C	Starburst™ Climber Triple (DB Only)		361	5814
158426D	Starburst™ Climber Quadruple (DB Only)		442	7237
160418A	The Peak™ Rock Climber ²		3045	7232
156065A	The Pinnacle™ Rock Climber ²		4000	23965
156067A	The Pointe™ Rock Climber ²		2750	13408
160419A	The Stepper™ Rock Climber (DB Only)		1150	3616
100040A	Vertical Pipe Climber 4' High (DB Only)		50	882
100040B	Vertical Pipe Climber 6' High (DB Only)		66	984
200677B	Wee Planet™ Climber 2" Surface Mount		124	3035
200677A	Wee Planet™ Climber Direct Bury		127	2769

¹ NOTE: AdventureScapes® designs are able to connect to a 40" deck.

² NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

³ NOTE: 4-week lead time required.

Freestanding Play Sensory Play				
184874A	90° Crawl Tunnel (LW-1) ¹		104	2514
168102A	Alphamaze and Labyrinth Panel™ ²		18	622
168989A	Bongo and Alphamaze Panel® ²		44	1219
168666A	Bongo and Xylofun Panel® ²		55	3218
168107A	Bongo Panel® ²		33	1117
158106A	Chatter Noodle® Talk Tube (DB Only)		52	2463
112621A	Clear Paint Panel 2" Surface Mount		68	867
112621B	Clear Paint Panel Direct Bury		76	704
177715A	Color Splash Panel™ ²		38	2596
168099B	Cozy Dome® 2" Surface Mount		197	4865
168099A	Cozy Dome® Direct Bury		247	4993

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
184884A	Crawl Tunnel 28" Long (LW-1) ^{3,1}		74	1795
184884B	Crawl Tunnel 56" Long (LW-1) ^{3,1}		103	2351
100005C	Crawl Tunnel 90 Curved, 2" SM		67	2234
100005D	Crawl Tunnel 90 Curved, DB		92	2484
100005B	Crawl Tunnel Straight, 2" SM		48	1647
100005A	Crawl Tunnel Straight, DB		72	1887
136233A	Elevated Sand Table Aluminum Posts and DB Only		175	3361
136233B	Elevated Sand Table Steel Posts and DB Only		259	3295
237935A	Facet™ Crawl Tunnel (DB Only)		3458	6079
237936A	Facet™ Crawl Tunnel w/1 or 2 Steppers (DB Only)		3769	7196
170793A	Fossil Digs Dino Eggs		235	678
170792A	Fossil Digs Sea Shells		235	745
170791A	Fossil Digs T-Rex Bones		230	678
168103A	Fun Mirror Panel® ²		46	2606
168105A	Imagination Table™ ²		20	806
175950B	Infant Balance Bar 2"SM		28	1234
175950A	Infant Balance Bar DB		42	1000
168108A	Kaleidospin Panel® ²		53	3407
173594A	Log Crawl Tunnel (DB Only)		2010	7160
168662A	Marble Panel® ²		36	2050
168104A	Optigear Panel® ²		41	3407
188079A	Pulse® Ground-Mounted Enclosure		57	1132
186568B	Pulse® Table Tennis Direct Bury		382	23843
186568A	Pulse® Table Tennis Surface Mount		368	23848
186569B	Pulse® Tempo Direct Bury		263	19543
186569A	Pulse® Tempo Surface Mount		231	19553
186567B	Pulse® Tennis Direct Bury		340	23843
186567A	Pulse® Tennis Surface Mount		297	23848
177721A	Rain Sound Wheel Panel™ ²		56	2387
214438A	Rhapsody® Animato® Metallophone Direct Bury		251	5258
214438B	Rhapsody® Animato® Metallophone Surface Mount		238	5406
214441A	Rhapsody® Vivo® Metallophone Direct Bury		235	5396
214441B	Rhapsody® Vivo® Metallophone Surface Mount		222	5554
214442A	Rhapsody® Grandioso® Chimes Direct Bury		424	7762
214442B	Rhapsody® Grandioso® Chimes Surface Mount		361	7222
214443A	Rhapsody® Goblet Drum Direct Bury		59	1652
214443B	Rhapsody® Goblet Drum Surface Mount		53	1729
214444A	Rhapsody® Kundu Drum Direct Bury		54	1652
214444B	Rhapsody® Kundu Drum Surface Mount		49	1729
214445A	Rhapsody® Kettle Drum Direct Bury		65	1652
214445B	Rhapsody® Kettle Drum Surface Mount		59	1729
228212A	Rhapsody® Ditty™ Metallophone Direct Bury		127	3585
228212B	Rhapsody® Ditty™ Metallophone Surface Mount		120	3427
228213A	Rhapsody® Jingle® Metallophone Direct Bury		131	3677
228213B	Rhapsody® Jingle® Metallophone Surface Mount		123	3529
228214A	Rhapsody® Warble® Chimes Direct Bury		229	5284
228214B	Rhapsody® Warble® Chimes Surface Mount		171	4774
228215A	Rhapsody® Goblet Junior Drum Direct Bury		55	1586
228215B	Rhapsody® Goblet Junior Drum Surface Mount		49	1663
228217A	Rhapsody® Kettle Junior Drum Direct Bury		62	1586
228217B	Rhapsody® Kettle Junior Drum Surface Mount		56	1663
228218A	Rhapsody® Kundu Junior Drum Direct Bury		52	1586
228218B	Rhapsody® Kundu Junior Drum Surface Mount		46	1663
250340A	Rhapsody® Cascata™ Bells Direct Bury		73	4498
250340B	Rhapsody® Cascata™ Bells Surface Mount		57	4233
250341A	Rhapsody® Tongue Drum Junior Direct Bury		36	3045
250341B	Rhapsody® Tongue Drum Junior Surface Mount		46	3116
250341C	Rhapsody® Tongue Drum Junior w/o Mallet		35	2545
250341D	Rhapsody® Tongue Drum Junior w/o Mallet		43	2616
251573A	Rhapsody® Vibra™ Chimes - Full Set Direct Bury		415	9374

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
251573B	Rhapsody® Vibra™ Chimes - Full Set Surface Mount		511	9680
251574A	Rhapsody® Vibra™ Chimes - Pentatonic Scale Direct Bury		322	5870
251574B	Rhapsody® Vibra™ Chimes - Pentatonic Scale Surface Mount		340	6044
251575A	Rhapsody® Vibra™ Chimes - Major Chord Direct Bury		220	4697
251575B	Rhapsody® Vibra™ Chimes - Major Chord Surface Mount		257	4835
252550A	Rhapsody® Vibra™ Chime 8 Direct Bury		58	1173
252550B	Rhapsody® Vibra™ Chime 8 Surface Mount		70	1209
252551A	Rhapsody® Vibra™ Chime 7 Direct Bury		56	1173
252551B	Rhapsody® Vibra™ Chime 7 Surface Mount		68	1209
252552A	Rhapsody® Vibra™ Chime 6 Direct Bury		54	1173
252552B	Rhapsody® Vibra™ Chime 6 Surface Mount		66	1209
252553A	Rhapsody® Vibra™ Chime 5 Direct Bury		53	1173
252553B	Rhapsody® Vibra™ Chime 5 Surface Mount		65	1209
252554A	Rhapsody® Vibra™ Chime 4 Direct Bury		51	1173
252554B	Rhapsody® Vibra™ Chime 4 Surface Mount		63	1209
252555A	Rhapsody® Vibra™ Chime 3 Direct Bury		50	1173
252555B	Rhapsody® Vibra™ Chime 3 Surface Mount		62	1209
252556A	Rhapsody® Vibra™ Chime 2 Direct Bury		48	1173
252556B	Rhapsody® Vibra™ Chime 2 Surface Mount		60	1209
252557A	Rhapsody® Vibra™ Chime 1 Direct Bury		47	1173
252557B	Rhapsody® Vibra™ Chime 1 Surface Mount		59	1209
253114A	Rhapsody® Tongue Drum Direct Bury		41	3106
253114B	Rhapsody® Tongue Drum Surface Mount		48	3172
253114C	Rhapsody® Tongue Drum w/o Mallet		38	2606
253114D	Rhapsody® Tongue Drum w/o Mallet		46	2678
176457A	Roller Table		542	13270
120530A	Sandbox Mesh Cover 4' Square	UPS	3	66
120530B	Sandbox Mesh Cover 8' Square	UPS	9	281
120530C	Sandbox Mesh Cover L-Shaped	UPS	7	230
120894A	Sandbox Play Table	UPS	41	525
120458A	Sandbox w/4' Timbers, 4' Square		50	291
120458B	Sandbox w/4' Timbers, 8' Square, w/o Play Table		99	576
120458C	Sandbox w/4' Timbers, 8' Square, w/Play Table		140	1112
120458D	Sandbox w/4' Timbers, L-Shaped, w/o Play Table		99	576
120458E	Sandbox w/4' Timbers, L-Shaped, w/Table		140	1112
168101B	Sensory Play Center® End 2" Surface Mount		21	862
168101A	Sensory Play Center® End Direct Bury		38	1000
168100B	Sensory Play Center® Wall 2" Surface Mount		54	1214
168100A	Sensory Play Center® Wall Direct Bury		88	1505
126202B	Splash Circuit™ Sand and Water Station, 2" SM		145	4616
126202A	Splash Circuit™ Sand and Water Station, DB		154	4580
113931A	Talk Tubes w/2 PlayShaper® Posts (DB Only)		70	1999
116568A	Turtle Sand Table (DB Only)	UPS	26	551
120418A	Wiggle Worm Crawl Tunnel w/Head		197	4187
120418B	Wiggle Worm Crawl Tunnel w/o Head		129	2882
168990A	Xylofun and Alphamaze Panel® ²		40	2606
168106A	Xylofun Panel® ²		29	2484

¹ NOTE: Learning Wall Panels are mounted 1" above (LW-1) or 10" (LW-10) above the playing surface to accommodate the reach ranges of all children.

² NOTE: Pricing does not include Sensory Play Center® Wall or Ends; must order walls and ends separately.

³ NOTE: Additional weight and cost associated with each View Tube section.

⁴ NOTE: 4-week lead time required.

Freestanding Play Motion & More Fun

201548A	Blender™ Spinner (DB Only)		252	3488
201551A	Blender™ Spinner Add-On (DB Only)		103	2815
164075A	Bobble Rider™, Double 2" Surface Mount		107	2137
164075B	Bobble Rider™, Double Direct Bury		131	2331
164074A	Bobble Rider™, Single 2" Surface Mount	UPS	61	1112
164074B	Bobble Rider™, Single Direct Bury	UPS	77	1352

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
194704A	Boogie Board™ (DB Only)		173	2764
249557B	Chill™ Spinner - Stainless Steel 2" Surface Mount		88	4391
249557A	Chill™ Spinner - Stainless Steel Direct Bury		94	4335
247189B	Chill™ Spinner 2" Surface Mount		87	2356
247189A	Chill™ Spinner Direct Bury		92	2305
247179A	Curva™ Spinner (DB Only)		117	2106
249553A	Curva™ Spinner - Stainless Steel (DB Only)		117	4957
158107A	Cycler (DB Only)		48	1668
233059A	DigiRider™ Bear 2" Surface Mount		69	1301
233059B	DigiRider™ Bear Direct Bury		85	1540
233057A	DigiRider™ Butterfly 2" Surface Mount		94	1301
233057B	DigiRider™ Butterfly Direct Bury		110	1540
233061A	DigiRider™ Chicken2" Surface Mount		73	1301
233061B	DigiRider™ ChickenDirect Bury		89	1540
233058A	DigiRider™ Dinosaur 2" Surface Mount		73	1301
233058B	DigiRider™ Dinosaur Direct Bury		89	1540
233054A	DigiRider™ Fire Engine 2" Surface Mount		121	1984
233054B	DigiRider™ Fire Engine Direct Bury		142	2208
233060A	DigiRider™ Horse 2" Surface Mount		76	1301
233060B	DigiRider™ Horse Direct Bury		92	1540
233053A	DigiRider™ Police Car 2" Surface Mount		67	1301
233053B	DigiRider™ Police Car Direct Bury		83	1540
233055A	DigiRider™ Rocket Ship 2" Surface Mount		84	1301
233055B	DigiRider™ Rocket Ship Direct Bury		100	1540
233056A	DigiRider™ Tractor 2" Surface Mount		78	1301
233056B	DigiRider™ Tractor Direct Bury		95	1540
185927A	Flywheel® Spinner (DB Only)		125	3759
218915A	Global Motion® (DB Only)		1555	31793
228071A	Global Motion® HDG (DB Only) ¹		1590	36562
201549A	Gyro Twister® Spinner (DB Only)		253	2841
201552A	Gyro Twister® Spinner Add-On (DB Only)		105	2168
111307A	Leg Spring Rider w/Permalene® Base (DB Only)	UPS	34	286
100027A	Log Roll w/Aluminum Posts		110	1907
100027B	Log Roll w/Steel Posts		192	1856
173591A	OmniSpin Spinner® Surface Mount		499	9221
115381A	Rider Direct Bury Leg	UPS	19	235
152179C	Saddle Spinner 12"-16", 12" SM	UPS	38	1214
152179B	Saddle Spinner 12"-16", 2" SM	UPS	36	1214
152179A	Saddle Spinner 12"-16", DB	UPS	40	1153
148706A	Seesaw Back Support w/Belt ²		11	337
148706B	Seesaw Back Support w/o Belt ²		11	291
148636B	Seesaw, 2-Seats 2" Surface Mount		104	2713
148636A	Seesaw, 2-Seats Direct Bury		146	3167
148637B	Seesaw, 4-Seats 2" Surface Mount		115	3427
148637A	Seesaw, 4-Seats Direct Bury		157	3871
178484B	Sheep Seesaw Custom 2"SM		168	4488
178484A	Sheep Seesaw Custom DB		210	4937
201550A	Sol Spinner™ (DB Only)		276	3290
201553A	Sol Spinner™ Add-On (DB Only)		128	2616
125059A	Spring Platform w/Handhold 2"SM ³		200	2050
125059B	Spring Platform w/o Handhold 2"SM ³		194	1867
125059C	Spring Platform w/Post 2"SM ³		225	2514
120876A	Spring Pod™ Bouncer	UPS	20	485
148638B	Stand-Up Seesaw 2" Surface Mount		118	2423
148638A	Stand-Up Seesaw Direct Bury		160	2851
155077A	Stand-Up Spinner (DB Only)	UPS	60	1974
160055D	Stationary Cycler Accessible, Handles Only, Aluminum Post		70	1668
160055H	Stationary Cycler Accessible, Handles Only, Steel Post		146	1627
160055B	Stationary Cycler Handles Only, Aluminum Post		70	1668
160055F	Stationary Cycler Handles Only, Steel Post		146	1627

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
160055A	Stationary Cyclers Pedals and Grab Bar, Aluminum Post		80	1964
160055E	Stationary Cyclers Pedals and Grab Bar, Steel Post		155	1923
160055C	Stationary Cyclers Pedals and Handles, Aluminum Post		88	2494
160055G	Stationary Cyclers Pedals and Handles, Steel Post		163	2453
153167B	Stationary Cyclers, Accessible Aluminum Posts		45	882
153167A	Stationary Cyclers, Accessible Steel Posts		78	857
123831A	SuperScoop (DB Only)	UPS	52	1188
123832A	SuperScoop, Accessible 2" Surface Mount	UPS	36	1137
123832B	SuperScoop, Accessible Direct Bury	UPS	39	1097
170894A	Sway Fun® Glider (12")		1271	18814
138871A	Sway Fun® Glider (16")		1256	18391
177140B	Sway Fun® w/12' Ramp Assembly Aluminum Post DB		2071	29289
177140A	Sway Fun® w/12' Ramp Assembly Steel Post DB		2193	29198
258372B	Sway Fun® w/12' Ramp Assembly w/Berm Plate Alum Post DB		2077	29187
258372A	Sway Fun® w/12' Ramp Assembly w/Berm Plate Steel Post DB		2199	29075
205800A	TopsyTurny® Spinner (42" DB Only)		397	5569
121648A	Track Ride 10' Straight w/Aluminum Posts (DB Only)		243	4565
121648B	Track Ride 10' Straight w/Steel Posts (DB Only)		416	4279
121875A	Track Ride 18' Straight w/Aluminum Posts (DB Only)		293	4967
121875B	Track Ride 18' Straight w/Steel Posts (DB Only)		467	4682
121874A	Track Ride Curved w/Aluminum Posts (DB Only)		323	5554
121874B	Track Ride Curved w/Steel Posts (DB Only)		509	5248
251037A	We-Go-Round™ HDG with DigiFuse® Panels 2 Seats		2112	39051
251037B	We-Go-Round™ HDG with DigiFuse® Panels 3 Seats		2168	39576
251036A	We-Go-Round™ HDG with Perforated Panels 2 Seats		2103	37801
251036B	We-Go-Round™ HDG with Perforated Panels 3 Seats		2161	38337
249558A	We-Go-Round™ with DigiFuse® Panels 2 Seats		2107	34119
249558B	We-Go-Round™ with DigiFuse® Panels 3 Seats		2165	34578
248819A	We-Go-Round™ with Perforated Panels 2 Seats		2100	32880
248819B	We-Go-Round™ with Perforated Panels 3 Seats		2158	33344
186490A	We-saw™ (DB Only)		783	11965
135536A	Whimsy Rider™ Dolphin w/Coil Spring, 2" SM ⁴	UPS	66	1316
135536B	Whimsy Rider™ Dolphin w/Coil Spring, DB ⁴	UPS	82	1525
135535A	Whimsy Rider™ Sea Horse w/Coil Spring, 2" SM ⁴	UPS	73	1382
135535B	Whimsy Rider™ Sea Horse w/Coil Spring, DB ⁴	UPS	90	1622
135534A	Whimsy Rider™ Zebra w/Coil Spring, 2" SM ⁴	UPS	66	1280
135534B	Whimsy Rider™ Zebra w/Coil Spring, DB ⁴	UPS	84	1499
277369A	WhirlyQ™ Spinner (SM Only)		995	14882
158105A	Wobble Pod® Bouncer (DB Only)		122	1724
194663A	ZipKrooz® 34' Aluminum Posts		815	13413
194663A	ZipKrooz® 34' Steel Posts		1173	13025
194663B	ZipKrooz® 50' Aluminum Posts		1012	15958
194663B	ZipKrooz® 50' Steel Posts		1452	15494
194663C	ZipKrooz® 66' Aluminum Posts		1210	18477
194663C	ZipKrooz® 66' Steel Posts		1732	18003
195507A	ZipKrooz® Additional Bay 34' Aluminum Posts		786	13056
195507A	ZipKrooz® Additional Bay 34' Steel Posts		1103	12684
195507B	ZipKrooz® Additional Bay 50' Aluminum Posts		954	15234
195507B	ZipKrooz® Additional Bay 50' Steel Posts		1312	14831
195507C	ZipKrooz® Additional Bay 66' Aluminum Posts		1123	17401
195507C	ZipKrooz® Additional Bay 66' Steel Posts		1522	16983
195508A	ZipKrooz® Additional Bay EN 34' Aluminum Posts		872	14948
195508A	ZipKrooz® Additional Bay EN 34' Steel Posts		1176	14510
195508B	ZipKrooz® Additional Bay EN 50' Aluminum Posts		1068	17136
195508B	ZipKrooz® Additional Bay EN 50' Steel Posts		1424	16646
195508C	ZipKrooz® Additional Bay EN 66' Aluminum Posts		1264	19314
195508C	ZipKrooz® Additional Bay EN 66' Steel Posts		1672	18788
196212A	ZipKrooz® Assisted 34' Aluminum Posts		548	11939
196212A	ZipKrooz® Assisted 34' Steel Posts		838	11694
196212B	ZipKrooz® Assisted 50' Aluminum Posts		746	14474

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
196212B	ZipKrooz® Assisted 50' Steel Posts		1118	14178
196212C	ZipKrooz® Assisted 66' Aluminum Posts		944	16998
196212C	ZipKrooz® Assisted 66' Steel Posts		1398	16662
196213A	ZipKrooz® Assisted Additional Bay 34' Aluminum Posts		519	11597
196213A	ZipKrooz® Assisted Additional Bay 34' Steel Posts		768	11363
196213B	ZipKrooz® Assisted Additional Bay 50' Aluminum Posts		688	13770
196213B	ZipKrooz® Assisted Additional Bay 50' Steel Posts		978	13515
196213C	ZipKrooz® Assisted Additional Bay 66' Aluminum Posts		857	15927
196213C	ZipKrooz® Assisted Additional Bay 66' Steel Posts		1188	15667
194664A	ZipKrooz® EN 34' Aluminum Posts		984	15555
194664A	ZipKrooz® EN 34' Steel Posts		1456	14984
194664B	ZipKrooz® EN 50' Aluminum Posts		1216	18278
194664B	ZipKrooz® EN 50' Steel Posts		1792	17600
194664C	ZipKrooz® EN 66' Aluminum Posts		1448	20992
194664C	ZipKrooz® EN 66' Steel Posts		2128	20211

¹ NOTE: 4-week lead time required.

² NOTE: The Seat Strap is intended for use in supervised play areas only. In public playground environments, we recommend a checkout system to reduce vandalism/theft and for safety reasons.

³ NOTE: Additional cost associated with Direct Bury.

⁴ NOTE: No color options are available. The Direct Bury version includes the Direct Bury leg for concrete.

Freestanding Play Structures				
234516A	Alpha Link™ Towers		9893	118218
242983A	Alpha Link® Towers AUS		9875	111216
241203A	Alpha Link® Towers EN		9995	122033
241397A	Alpha Link® Towers TT		9962	118555
226231A	Alpha™ Tower		5790	65617
242982A	Alpha® Tower AUS		5869	66331
239103A	Alpha® Tower EN		5892	69431
241405A	Alpha® Tower TT		5859	65953
100121B	Clubhouse w/Arch Roof, 2" SM		341	8231
100121A	Clubhouse w/Arch Roof, DB		365	7890
100121D	Clubhouse w/Square Poly Roof, 2" SM		327	6620
100121C	Clubhouse w/Square Poly Roof, DB		351	6176
248479A	Crab Trap™		3324	78770
251054A	Crab Trap® HDG 2		3324	90591
100122B	Dino Climber 2" Surface Mount		718	13847
100122A	Dino Climber Direct Bury		783	13173
148640A	Fire Engine (DB Only)		1270	19329
100120B	Infant Maze 2" Surface Mount		339	7864
100120A	Infant Maze Direct Bury		385	7538
254629A	Super Netplex® 12' & 12' Towers		8890	171069
254626A	Super Netplex® 12' Tower		4640	86710
254627A	Super Netplex® 8' & 12' Towers		7470	151225
254625A	Super Netplex® 8' Tower Direct Bury Only		2760	61904
152848B	Toddertown 2" Surface Mount		1304	20987
152848A	Toddertown Direct Bury		1380	19926

¹ NOTE: Free customized text on roof; limit approximately 15 characters including spaces. Validate customized text in design tools.

² NOTE: 4-week lead time required.

Freestanding Play Slides & Gliders				
100046A	Poly Slide 40" Deck		401	5314
100046C	Poly Slide 72" Deck, Wave		559	6528
189314A	Rushwinder		439	6350
203791B	SpyroSlide™ 56" Deck		711	8543
203791A	SpyroSlide™ 72" Deck		806	9675

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
Freestanding Play Swings				
177340A	2" Arch Swing Frame		196	2055
177341A	2" Arch Swing Frame Additional Bay		123	1183
177343A	2" Arch Swing Frame Additional Bay Anti-Wrap Hangers		119	1372
177342A	2" Arch Swing Frame Anti-Wrap Hangers		192	2193
221292A	5" Arch Swing Frame 8' Beam Height Only		204	3228
221293A	5" Arch Swing Frame Additional Bay 8' Beam Height Only		124	1969
174011A	5000 Series Swing 8' Beam Height Galvanized Legs		250	1382
174011B	5000 Series Swing 8' Beam Height Painted Legs		253	1591
177328A	5000 Series Swing Frame 10' Beam Height Anti-Wrap Hangers Galvanized Legs		278	1591
177328B	5000 Series Swing Frame 10' Beam Height Anti-Wrap Hangers Painted Legs		281	1800
177325A	5000 Series Swing Frame 10' Height Additional Bay Galvanized Legs		126	719
177325B	5000 Series Swing Frame 10' Height Additional Bay Painted Legs		127	780
177324A	5000 Series Swing Frame 10' Height Galvanized Legs		281	1433
177324B	5000 Series Swing Frame 10' Height Painted Legs		284	1642
177326A	5000 Series Swing Frame 8' Beam Height Anti-Wrap Hangers Galvanized Legs		247	1530
177326B	5000 Series Swing Frame 8' Beam Height Anti-Wrap Hangers Painted Legs		249	1729
177329A	5000 Series Swing Frame Additional Bay 10' Beam Height Anti-Wrap Hangers Galvanized Legs		123	887
177329B	5000 Series Swing Frame Additional Bay 10' Beam Height Anti-Wrap Hangers Painted Legs		123	954
177327A	5000 Series Swing Frame Additional Bay 8' Beam Height Anti-Wrap Hangers Galvanized Legs		114	847
177327B	5000 Series Swing Frame Additional Bay 8' Beam Height Anti-Wrap Hangers Painted Legs		115	918
177323A	5000 Series Swing Frame Additional Bay 8' Beam Height Galvanized Legs		117	699
177323B	5000 Series Swing Frame Additional Bay 8' Beam Height Painted Legs		118	760
139188A	Arch Tire Swing Additional Bay TenderTuff™ Chain		230	3244
221294A	Arch Tire Swing Additional To/Fro Bay		120	1836
120891A	Arch Tire Swing TenderTuff™ Chain		299	4391
174018C	Belt Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	10	163
174018E	Belt Seat w/Chains ProGuard Chains for 7' Beam Height	UPS	8	143
174018A	Belt Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	8	143
174018D	Belt Seat w/Chains TenderTuff Chains for 10' Beam Height	UPS	11	240
174018F	Belt Seat w/Chains TenderTuff Chains for 7' Beam Height	UPS	9	199
174018B	Belt Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	9	199
177348C	Flat Molded Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	17	311
177348A	Flat Molded Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	15	301
177348D	Flat Molded Seat w/Chains TenderTuff Chains for 10' Beam Height	UPS	18	423
177348B	Flat Molded Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	16	367
237294A	Friendship® Swing w/5" Arch Swing Frame Additional Bay ProGuard Chains		214	4055
237294B	Friendship® Swing w/5" Arch Swing Frame Additional Bay TenderTuff Chains		218	4213
237293A	Friendship® Swing w/5" Arch Swing Frame ProGuard Chains		276	5386
237293B	Friendship® Swing w/5" Arch Swing Frame TenderTuff Chains		279	5544
237295A	Friendship® Swing w/5" Arch Tire Swing Frame Additional Bay ProGuard Chains		208	3845
237295B	Friendship® Swing w/5" Arch Tire Swing Frame Additional Bay TenderTuff Chains		211	4009
278857A	Friendship® Swing w/Hedra® Frame ProGuard Chains DB Only		455	5753
278857B	Friendship® Swing w/Hedra® Frame TenderTuff Chains DB Only		459	5911
237296A	Friendship® Swing w/Single Post Swing Frame 52" Bury ProGuard Chains		351	3641
237296B	Friendship® Swing w/Single Post Swing Frame 52" Bury TenderTuff Chains		354	3805
237297A	Friendship® Swing w/Single Post Swing Frame Additional Bay 52" Bury ProGuard Chains		252	3162
237297B	Friendship® Swing w/Single Post Swing Frame Additional Bay 52" Bury TenderTuff Chains		255	3320
177352A	Full Bucket Infant Seat w/Chains ProGuard Chains for 2" Arch Swing	UPS	14	286
177352C	Full Bucket Infant Seat w/Chains ProGuard Chains for Toddler Swing	UPS	13	286
177352B	Full Bucket Infant Seat w/Chains TenderTuff Chains for 2" Arch Swing	UPS	15	337
177352D	Full Bucket Infant Seat w/Chains TenderTuff Chains for Toddler Swing	UPS	14	332
176038C	Full Bucket Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	16	418
176038E	Full Bucket Seat w/Chains ProGuard Chains for 2" Arch Swing	UPS	12	388
176038I	Full Bucket Seat w/Chains ProGuard Chains for 7' Beam Height	UPS	13	388
176038A	Full Bucket Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	14	393
176038G	Full Bucket Seat w/Chains ProGuard Chains for Toddler Swing	UPS	11	388
176038D	Full Bucket Seat w/Chains TenderTuff Chains for 10' Beam Height	UPS	17	490
176038F	Full Bucket Seat w/Chains TenderTuff Chains for 2" Arch Swing	UPS	12	444
176038J	Full Bucket Seat w/Chains TenderTuff Chains for 7' Beam Height	UPS	14	444

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
176038B	Full Bucket Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	14	459
176038H	Full Bucket Seat w/Chains TenderTuff Chains for Toddler Swing	UPS	11	434
177349C	Half Bucket Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	13	352
177349E	Half Bucket Seat w/Chains ProGuard Chains for 2" Arch Swing	UPS	11	316
177349A	Half Bucket Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	12	321
177349G	Half Bucket Seat w/Chains ProGuard Chains for Toddler Swing	UPS	10	316
177349D	Half Bucket Seat w/Chains TenderTuff Chains for 10' Beam Height	UPS	15	444
177349F	Half Bucket Seat w/Chains TenderTuff Chains for 2" Arch Swing	UPS	12	393
177349B	Half Bucket Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	13	403
177349H	Half Bucket Seat w/Chains TenderTuff Chains for Toddler Swing	UPS	11	388
278557A	Hedra® Swing Frame DB Only		346	3565
218671A	Molded Bucket Seat (2-5 yrs) w/Harness & Chains ProGuard Chains for 7' Beam Height	UPS	50	954
218671C	Molded Bucket Seat (2-5 yrs) w/Harness & Chains ProGuard Chains for 8' Beam Height	UPS	50	964
218671B	Molded Bucket Seat (2-5 yrs) w/Harness & Chains TenderTuff Chains for 7' Beam Height	UPS	53	1107
218671D	Molded Bucket Seat (2-5 yrs) w/Harness & Chains TenderTuff Chains for 8' Beam Height	UPS	53	1132
177350A	Molded Bucket Seat (5-12 yrs) w/Chains ProGuard Chains for 8' Beam Height	UPS	29	678
177350B	Molded Bucket Seat (5-12 yrs) w/Chains TenderTuff Chains for 8' Beam Height	UPS	32	898
177350C	Molded Bucket Seat (5-12 yrs) w/Chains ProGuard Chains for 10' Beam Height	UPS	33	704
177351A	Molded Bucket Seat (5-12 yrs) w/Harness & Chains ProGuard Chains for 8' Beam Height	UPS	48	964
177351B	Molded Bucket Seat (5-12 yrs) w/Harness & Chains TenderTuff Chains for 8' Beam Height	UPS	51	1132
177351C	Molded Bucket Seat (5-12 yrs) w/Harness & Chains ProGuard Chains for 10' Beam Height	UPS	51	1000
177351D	Molded Bucket Seat (5-12 yrs) w/Harness & Chains TenderTuff Chains for 10' Beam Height	UPS	55	1209
177351E	Molded Bucket Seat (5-12 yrs) w/Harness & Chains ProGuard Chains for 7' Beam Height	UPS	48	954
177351F	Molded Bucket Seat (5-12 yrs) w/Harness & Chains TenderTuff Chains for 7' Beam Height	UPS	51	1107
173592A	Oodle® Swing		395	6176
228069A	Oodle® Swing HDG (DB Only) ¹		400	7115
210117A	Oodle® Swing, Double		845	12760
111416A	Seat Strap for Molded Bucket Seats ²	UPS	2	87
177344A	Single Post Swing Frame 52" Bury 8' Beam Height Only		251	1596
177345A	Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only		148	1137
177332A	Single Post Swing Frame 8' Beam Height Only		213	1433
177333A	Single Post Swing Frame Additional Bay 8' Beam Height Only		129	1066
141458B	Tire Swing w/4 Posts Additional Bay Steel Beam and Posts, TenderTuff™ Chain		331	2657
141458A	Tire Swing w/4 Posts Additional Bay Steel Beam, Aluminum Posts, TenderTuff™ Chain		237	2820
120892B	Tire Swing w/4 Posts Steel Beam and Posts, TenderTuff™ Chain		514	3922
120892A	Tire Swing w/4 Posts Steel Beam, Aluminum Posts, TenderTuff™ Chain		325	4248
177337A	Toddler Swing Add-On Beam	UPS	31	561
177336A	Toddler Swing Frame		136	1239
277778A	We-Go-Swing™ w/1 Accessible Bay DB Only		2357	34542
277778B	We-Go-Swing™ w/2 Accessible Bays DB Only		2312	34303

¹ NOTE: 4-week lead time required.

² NOTE: The Seat Strap is intended for use in supervised play areas only. In public playground environments, we recommend a checkout system to reduce vandalism/theft and for safety reasons.

Freestanding Play Site Furnishings

186579A	Acorn Seat Direct Bury		126	566
186579B	Acorn Seat Surface Mount		125	648
185654A	Arches Bike Rack - Single Direct Bury		23	189
185654B	Arches Bike Rack - Single Surface Mount		22	265
185653A	Arches Bike Rack - Triple Direct Bury		71	520
185653B	Arches Bike Rack - Triple Surface Mount		66	791
114767A	Arm Rest (Bench w/Back Required)	UPS	7	138
235526B	Facet™ Bench, Double C		1263	4004
235526C	Facet™ Bench, Double S		1263	4004
235526A	Facet™ Bench, Single		816	2356
186588A	Kaleidoscope Bench w/Back w/Handles		175	1499
186588B	Kaleidoscope Bench w/Back w/o Handles		174	1433
186588C	Kaleidoscope Bench w/o Back w/Handles		134	1020

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
186588D	Kaleidoscope Bench w/o Back w/o Handles		132	964
186589A	Kaleidoscope Litter Receptacle Direct Bury		126	1459
186589B	Kaleidoscope Litter Receptacle Surface Mount		122	1520
186590A	Kaleidoscope Recycling Receptacle Direct Bury		126	1459
186590B	Kaleidoscope Recycling Receptacle Surface Mount		122	1520
185671A	Leaf Bike Rack Direct Bury		66	750
185671B	Leaf Bike Rack Surface Mount		56	576
141686A	Litter Receptacle (TenderTuff™) Cover	UPS	16	138
141685A	Litter Receptacle (TenderTuff™) Direct Bury		87	683
141682A	Litter Receptacle (TenderTuff™) Liner		7	63
141685B	Litter Receptacle (TenderTuff™) Surface Mount		87	724
173595A	Log Bench		810	2519
100102C	Loop Rack ProShield™, 2" SM		65	551
100102A	Loop Rack ProShield™, DB		73	352
100102D	Loop Rack TenderTuff™, 2" SM		76	785
100102B	Loop Rack TenderTuff™, DB		83	587
277223A	Play Healthy® Hand Sanitizer Station Metallic Silver	UPS	47	469
276577A	Play Healthy® Hand Sanitizer Station w/Standard Sign	UPS	47	469
113139H	Poly Picnic Table 60" Table, (1) 60" Seat, (2) 14" Seats, Direct Bury		305	1836
113139B	Poly Picnic Table 60" Table, (1) 60" Seat, (2) 14" Seats, Moveable		260	1739
113139G	Poly Picnic Table 60" Table, (2) 60" Seats, Direct Bury		331	1953
113139A	Poly Picnic Table 60" Table, (2) 60" Seats, Moveable		286	1836
113139I	Poly Picnic Table 60" Table, (4) 14" Seats, Direct Bury		280	1709
113139C	Poly Picnic Table 60" Table, (4) 14" Seats, Moveable		235	1627
113139K	Poly Picnic Table 84" Table, (1) 60" Seat, (2) 14" Seats, Direct Bury		377	2392
113139E	Poly Picnic Table 84" Table, (1) 60" Seat, (2) 14" Seats, Moveable		332	2326
113139J	Poly Picnic Table 84" Table, (2) 60" Seats, Direct Bury		404	2519
113139D	Poly Picnic Table 84" Table, (2) 60" Seats, Moveable		359	2392
113139L	Poly Picnic Table 84" Table, (4) 14" Seats, Direct Bury		352	2280
113139F	Poly Picnic Table 84" Table, (4) 14" Seats, Moveable		307	2168
111640J	Recycled Contour Series Bench 60" w/Back, w/1 Armrest, 2" SM		173	1438
111640I	Recycled Contour Series Bench 60" w/Back, w/1 Armrest, DB		170	1244
111640L	Recycled Contour Series Bench 60" w/Back, w/2 Armrests, 2" SM		180	1581
111640K	Recycled Contour Series Bench 60" w/Back, w/2 Armrests, DB		177	1387
111640N	Recycled Contour Series Bench 60" w/Back, w/3 Armrests, 2" SM		187	1709
111640M	Recycled Contour Series Bench 60" w/Back, w/3 Armrests, DB		184	1520
111640A	Recycled Contour Series Bench 60" w/Back, w/o Armrests, 2" SM		166	1290
111640C	Recycled Contour Series Bench 60" w/Back, w/o Armrests, DB		163	1112
111640B	Recycled Contour Series Bench 60" w/o Back, w/o Armrests, 2" SM		71	587
111640D	Recycled Contour Series Bench 60" w/o Back, w/o Armrests, DB		79	576
111640P	Recycled Contour Series Bench 96" w/Back, w/1 Armrest, 2" SM		266	2091
111640O	Recycled Contour Series Bench 96" w/Back, w/1 Armrest, DB		262	1800
111640R	Recycled Contour Series Bench 96" w/Back, w/2 Armrests, 2" SM		273	2224
111640Q	Recycled Contour Series Bench 96" w/Back, w/2 Armrests, DB		269	1943
111640T	Recycled Contour Series Bench 96" w/Back, w/3 Armrests, 2" SM		280	2372
111640S	Recycled Contour Series Bench 96" w/Back, w/3 Armrests, DB		276	2081
111640E	Recycled Contour Series Bench 96" w/Back, w/o Armrests, 2" SM		259	1953
111640G	Recycled Contour Series Bench 96" w/Back, w/o Armrests, DB		255	1663
111640F	Recycled Contour Series Bench 96" w/o Back, w/o Armrests, 2" SM		110	821
111640H	Recycled Contour Series Bench 96" w/o Back, w/o Armrests, DB		122	801
154345C	Square Picnic Table w/2 Seats, TenderTuff™, Moveable		211	1367
154345B	Square Picnic Table w/3 Seats, TenderTuff™, Moveable		242	1510
154345A	Square Picnic Table w/4 Seats, TenderTuff™, Moveable		273	1673
141683J	TenderTuff™ Bench 72" w/Back, w/1 Armrest, 2" SM		126	847
141683I	TenderTuff™ Bench 72" w/Back, w/1 Armrest, DB		128	816
141683L	TenderTuff™ Bench 72" w/Back, w/2 Armrests, 2" SM		133	969
141683K	TenderTuff™ Bench 72" w/Back, w/2 Armrests, DB		135	959
141683N	TenderTuff™ Bench 72" w/Back, w/3 Armrests, 2" SM		140	1117
141683M	TenderTuff™ Bench 72" w/Back, w/3 Armrests, DB		142	1107
141683B	TenderTuff™ Bench 72" w/Back, w/o Armrests, 2" SM		119	704

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Model #	Description	UPS	Weight(lbs)	Unit Price
141683A	TenderTuff™ Bench 72" w/Back, w/o Armrests, DB		121	694
141683D	TenderTuff™ Bench 72" w/o Back, w/o Armrests, 2" SM		69	449
141683C	TenderTuff™ Bench 72" w/o Back, w/o Armrests, DB		75	418
141683P	TenderTuff™ Bench 92" w/Back, w/1 Armrest, 2" SM		143	877
141683O	TenderTuff™ Bench 92" w/Back, w/1 Armrest, DB		145	847
141683R	TenderTuff™ Bench 92" w/Back, w/2 Armrests, 2" SM		150	1010
141683Q	TenderTuff™ Bench 92" w/Back, w/2 Armrests, DB		152	969
141683T	TenderTuff™ Bench 92" w/Back, w/3 Armrests, 2" SM		157	1158
141683S	TenderTuff™ Bench 92" w/Back, w/3 Armrests, DB		159	1117
141683F	TenderTuff™ Bench 92" w/Back, w/o Armrests, 2" SM		136	740
141683E	TenderTuff™ Bench 92" w/Back, w/o Armrests, DB		138	704
141683H	TenderTuff™ Bench 92" w/o Back, w/o Armrests, 2" SM		78	469
141683G	TenderTuff™ Bench 92" w/o Back, w/o Armrests, DB		84	449
141684B	TenderTuff™ Picnic Table 72" Table, (2) 72" Seats, Direct Bury		280	1505
141684A	TenderTuff™ Picnic Table 72" Table, (2) 72" Seats, Movable		246	1403
141684F	TenderTuff™ Picnic Table 92" Table, (2) 72" Seats, Direct Bury		302	1571
141684E	TenderTuff™ Picnic Table 92" Table, (2) 72" Seats, Movable		268	1469
141684D	TenderTuff™ Picnic Table 92" Table, (2) 92" Seats, Direct Bury		321	1642
141684C	TenderTuff™ Picnic Table 92" Table, (2) 92" Seats, Movable		288	1510
175949A	Toddler Picnic Table	UPS	75	515
186583A	Wood-Grain Bench 70" w/Back 2x4 Cedar Slats		159	938
186583C	Wood-Grain Bench 70" w/Back 2x4 Cedar/Mink Slats		159	938
186583B	Wood-Grain Bench 70" w/o Back 2x4 Cedar Slats		108	643
186583D	Wood-Grain Bench 70" w/o Back 2x4 Cedar/Mink Slats		108	643
186583E	Wood-Grain Bench 94" w/Back 2x4 Cedar Slats		185	1035
186583G	Wood-Grain Bench 94" w/Back 2x4 Cedar/Mink Slats		185	1035
186583F	Wood-Grain Bench 94" w/o Back 2x4 Cedar Slats		124	724
186583H	Wood-Grain Bench 94" w/o Back 2x4 Cedar/Mink Slats		124	724
186584A	Wood-Grain Litter Receptacle Direct Bury		216	2239
186584B	Wood-Grain Litter Receptacle Surface Mount		208	2295
186585A	Wood-Grain Recycling Receptacle Direct Bury		216	2239
186585B	Wood-Grain Recycling Receptacle Surface Mount		208	2295

¹ NOTE: 4-week lead time required.

Freestanding Play Shade				
155071A	Cool Mister Single Post (DB Only)		102	6258
136759A	CoolToppers® Full Sail (DB Only)		1049	14448
159881B	CoolToppers® Pyramid (18'x18') 10' Entrance Height (60" Bury)		722	7762
159881C	CoolToppers® Pyramid (18'x18') 12' Entrance Height (60" Bury)		777	7890
159881A	CoolToppers® Pyramid (18'x18') 8' Entrance Height (60" Bury)		670	7584
159882B	CoolToppers® Pyramid (24'x24') 10' Entrance Height (60" Bury)		830	9675
159882C	CoolToppers® Pyramid (24'x24') 12' Entrance Height (60" Bury)		886	10139
159882A	CoolToppers® Pyramid (24'x24') 8' Entrance Height (60" Bury)		779	9522
159883B	CoolToppers® Pyramid (28'x28') 10' Entrance Height (60" Bury)		901	12368
159883C	CoolToppers® Pyramid (28'x28') 12' Entrance Height (60" Bury)		1172	12617
159883A	CoolToppers® Pyramid (28'x28') 8' Entrance Height (60" Bury)		846	11893
154397A	CoolToppers® Single Post (DB Only)		266	4447
155072A	CoolToppers® Single Post w/Cool Mister (DB Only)		284	9782
215186A	SkyWays® Hip (35'x35') Shade 8' Entrance Height ^{2,3}		1962	14688
215186B	SkyWays® Hip (35'x35') Shade 10' Entrance Height ^{2,3}		2106	16009
215186C	SkyWays® Hip (35'x35') Shade 12' Entrance Height ^{2,3}		2250	17039
215186D	SkyWays® Hip (35'x35') Shade 14' Entrance Height ^{2,3}		2393	18584
215186E	SkyWays® Hip (35'x35') Shade 8' Entrance Height w/Rapid Release™ ^{2,3}		2002	15723
215186F	SkyWays® Hip (35'x35') Shade 10' Entrance Height w/Rapid Release™ ^{2,3}		2146	17060
215186G	SkyWays® Hip (35'x35') Shade 12' Entrance Height w/Rapid Release™ ^{2,3}		2290	18498
215186H	SkyWays® Hip (35'x35') Shade 14' Entrance Height w/Rapid Release™ ^{2,3}		2433	18941
215187A	SkyWays® Hip (40'x40') Shade 8' Entrance Height ¹		2119	17167
215187B	SkyWays® Hip (40'x40') Shade 10' Entrance Height ¹		2263	17299
215187C	SkyWays® Hip (40'x40') Shade 12' Entrance Height ¹		2407	19232

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
215187D	SkyWays® Hip (40'x40') Shade 14' Entrance Height ¹		2550	19370
215187E	SkyWays® Hip (40'x40') Shade 8' Entrance Height w/Rapid Release™ ¹		2159	18003
215187F	SkyWays® Hip (40'x40') Shade 10' Entrance Height w/Rapid Release™ ¹		2303	18824
215187G	SkyWays® Hip (40'x40') Shade 12' Entrance Height w/Rapid Release™ ¹		2447	19630
215187H	SkyWays® Hip (40'x40') Shade 14' Entrance Height w/Rapid Release™ ¹		2590	20079
216034A	SkyWays® Hexagon, Single Layer (35') Shade 8' Entrance Height ¹		2514	17325
216034B	SkyWays® Hexagon, Single Layer (35') Shade 10' Entrance Height ¹		2730	18717
216034C	SkyWays® Hexagon, Single Layer (35') Shade 12' Entrance Height ¹		2945	20364
216034D	SkyWays® Hexagon, Single Layer (35') Shade 14' Entrance Height ¹		3161	21491
216034E	SkyWays® Hexagon, Single Layer (35') Shade 8' Entrance Height w/Rapid Release™ ¹		2554	20247
216034F	SkyWays® Hexagon, Single Layer (35') Shade 10' Entrance Height w/Rapid Release™ ¹		2770	22353
216034G	SkyWays® Hexagon, Single Layer (35') Shade 12' Entrance Height w/Rapid Release™ ¹		2985	24266
216034H	SkyWays® Hexagon, Single Layer (35') Shade 14' Entrance Height w/Rapid Release™ ¹		3201	24694
216035A	SkyWays® Hexagon, Single Layer (40') Shade 8' Entrance Height ¹		2669	18401
216035B	SkyWays® Hexagon, Single Layer (40') Shade 10' Entrance Height ¹		2884	20512
216035C	SkyWays® Hexagon, Single Layer (40') Shade 12' Entrance Height ¹		3100	20619
216035D	SkyWays® Hexagon, Single Layer (40') Shade 14' Entrance Height ¹		3315	22578
216035E	SkyWays® Hexagon, Single Layer (40') Shade 8' Entrance Height w/Rapid Release™ ¹		2709	20777
216035F	SkyWays® Hexagon, Single Layer (40') Shade 10' Entrance Height w/Rapid Release™ ¹		2924	23975
216035G	SkyWays® Hexagon, Single Layer (40') Shade 12' Entrance Height w/Rapid Release™ ¹		3140	24781
216035H	SkyWays® Hexagon, Single Layer (40') Shade 14' Entrance Height w/Rapid Release™ ¹		3355	26668
216036A	SkyWays® Hexagon, Single Layer (45') Shade 8' Entrance Height ¹		9169	46303
216036B	SkyWays® Hexagon, Single Layer (45') Shade 10' Entrance Height ¹		9619	50801
216036C	SkyWays® Hexagon, Single Layer (45') Shade 12' Entrance Height ¹		10069	55009
216036D	SkyWays® Hexagon, Single Layer (45') Shade 14' Entrance Height ¹		10520	57936
216037A	SkyWays® Hexagon, Single Layer (50') Shade 8' Entrance Height ¹		9630	51714
216037B	SkyWays® Hexagon, Single Layer (50') Shade 10' Entrance Height ¹		10080	54499
216037C	SkyWays® Hexagon, Single Layer (50') Shade 12' Entrance Height ¹		10530	54988
216037D	SkyWays® Hexagon, Single Layer (50') Shade 14' Entrance Height ¹		10981	58528
216038A	SkyWays® Hexagon, Double Layer (35') Shade 8' Entrance Height ¹		2878	20002
216038B	SkyWays® Hexagon, Double Layer (35') Shade 10' Entrance Height ¹		3093	22613
216038C	SkyWays® Hexagon, Double Layer (35') Shade 12' Entrance Height ¹		3309	23730
216038D	SkyWays® Hexagon, Double Layer (35') Shade 14' Entrance Height ¹		3524	25638
216039A	SkyWays® Hexagon, Double Layer (40') Shade 8' Entrance Height ¹		3033	22715
216039B	SkyWays® Hexagon, Double Layer (40') Shade 10' Entrance Height ¹		3248	22848
216039C	SkyWays® Hexagon, Double Layer (40') Shade 12' Entrance Height ¹		3464	24801
216039D	SkyWays® Hexagon, Double Layer (40') Shade 14' Entrance Height ¹		3679	26306
216040A	SkyWays® Hexagon, Double Layer (45') Shade 8' Entrance Height ¹		9989	51689
216040B	SkyWays® Hexagon, Double Layer (45') Shade 10' Entrance Height ¹		10439	55952
216040C	SkyWays® Hexagon, Double Layer (45') Shade 12' Entrance Height ¹		10889	59655
216040D	SkyWays® Hexagon, Double Layer (45') Shade 14' Entrance Height ¹		11340	63352
216041A	SkyWays® Hexagon, Double Layer (50') Shade 8' Entrance Height ¹		10450	54397
216041B	SkyWays® Hexagon, Double Layer (50') Shade 10' Entrance Height ¹		10900	61042
216041C	SkyWays® Hexagon, Double Layer (50') Shade 12' Entrance Height ¹		11351	62322
216041D	SkyWays® Hexagon, Double Layer (50') Shade 14' Entrance Height ¹		11801	66892
216042A	SkyWays® Cantilever 20'x36' Shade 8' Entrance Height ¹		3686	20324
216042B	SkyWays® Cantilever 20'x36' Shade 10' Entrance Height ¹		3836	21242
216042C	SkyWays® Cantilever 20'x36' Shade 12' Entrance Height ¹		3986	22256
216042D	SkyWays® Cantilever 20'x36' Shade 14' Entrance Height ¹		4136	23266
216042E	SkyWays® Cantilever 20'x36' Shade 8' Entrance Height w/Rapid Release™ ¹		3726	21415
216042F	SkyWays® Cantilever 20'x36' Shade 10' Entrance Height w/Rapid Release™ ¹		3876	22879
216042G	SkyWays® Cantilever 20'x36' Shade 12' Entrance Height w/Rapid Release™ ¹		4026	22919
216042H	SkyWays® Cantilever 20'x36' Shade 14' Entrance Height w/Rapid Release™ ¹		4176	25235
216043A	SkyWays® Cantilever Back-to-Back 40'x36' Shade 8' Entrance Height ¹		6122	33849
216043B	SkyWays® Cantilever Back-to-Back 40'x36' Shade 10' Entrance Height ¹		6272	34400
216043C	SkyWays® Cantilever Back-to-Back 40'x36' Shade 12' Entrance Height ¹		6422	35481
216043D	SkyWays® Cantilever Back-to-Back 40'x36' Shade 14' Entrance Height ¹		6572	37194
216043E	SkyWays® Cantilever Back-to-Back 40'x36' Shade 8' Entrance Height w/Rapid Release™ ¹		6162	34389
216043F	SkyWays® Cantilever Back-to-Back 40'x36' Shade 10' Entrance Height w/Rapid Release™ ¹		6312	37179
216043G	SkyWays® Cantilever Back-to-Back 40'x36' Shade 12' Entrance Height w/Rapid Release™ ¹		6462	37985

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
216043H	SkyWays® Cantilever Back-to-Back 40'x36' Shade 14' Entrance Height w/Rapid Release™ 1		6612	39913
216044A	SkyWays® Cantilever 20'x72' Shade 8' Entrance Height 1		6018	33374
216044B	SkyWays® Cantilever 20'x72' Shade 10' Entrance Height 1		6243	33604
216044C	SkyWays® Cantilever 20'x72' Shade 12' Entrance Height 1		6468	35960
216044D	SkyWays® Cantilever 20'x72' Shade 14' Entrance Height 1		6693	37210
216044E	SkyWays® Cantilever 20'x72' Shade 8' Entrance Height w/Rapid Release™ 1		6058	33788
216044F	SkyWays® Cantilever 20'x72' Shade 10' Entrance Height w/Rapid Release™ 1		6283	37046
216044G	SkyWays® Cantilever 20'x72' Shade 12' Entrance Height w/Rapid Release™ 1		6508	37740
216044H	SkyWays® Cantilever 20'x72' Shade 14' Entrance Height w/Rapid Release™ 1		6733	39092
216045A	SkyWays® Cantilever Back-to-Back 40'x72' Shade 8' Entrance Height 1		10161	55549
216045B	SkyWays® Cantilever Back-to-Back 40'x72' Shade 10' Entrance Height 1		10386	56222
216045C	SkyWays® Cantilever Back-to-Back 40'x72' Shade 12' Entrance Height 1		10611	57885
216045D	SkyWays® Cantilever Back-to-Back 40'x72' Shade 14' Entrance Height 1		10837	59864
216045E	SkyWays® Cantilever Back-to-Back 40'x72' Shade 8' Entrance Height w/Rapid Release™ 1		10201	59471
216045F	SkyWays® Cantilever Back-to-Back 40'x72' Shade 10' Entrance Height w/Rapid Release™ 1		10426	63317
216045G	SkyWays® Cantilever Back-to-Back 40'x72' Shade 12' Entrance Height w/Rapid Release™ 1		10651	63398
216045H	SkyWays® Cantilever Back-to-Back 40'x72' Shade 14' Entrance Height w/Rapid Release™ 1		10877	63189
227368A	SkyWays® Hip (18'x18') Shade 8' Entrance Height 1		360	6120
227368B	SkyWays® Hip (18'x18') Shade 10' Entrance Height 1		480	6528
227368C	SkyWays® Hip (18'x18') Shade 12' Entrance Height 1		500	7007
227368D	SkyWays® Hip (18'x18') Shade 14' Entrance Height 1		600	7451
227368E	SkyWays® Hip (18'x18') Shade 8' Entrance Height w/Rapid Release™ 1		400	7482
227368F	SkyWays® Hip (18'x18') Shade 10' Entrance Height w/Rapid Release™ 1		520	8038
227368G	SkyWays® Hip (18'x18') Shade 12' Entrance Height w/Rapid Release™ 1		540	8384
227368H	SkyWays® Hip (18'x18') Shade 14' Entrance Height w/Rapid Release™ 1		640	8446
227369A	SkyWays® Hip (24'x24') Shade 8' Entrance Height 1		600	8043
227369B	SkyWays® Hip (24'x24') Shade 10' Entrance Height 1		650	8114
227369C	SkyWays® Hip (24'x24') Shade 12' Entrance Height 1		720	8966
227369D	SkyWays® Hip (24'x24') Shade 14' Entrance Height 1		840	9557
227369E	SkyWays® Hip (24'x24') Shade 8' Entrance Height w/Rapid Release™ 1		640	8996
227369F	SkyWays® Hip (24'x24') Shade 10' Entrance Height w/Rapid Release™ 1		690	9486
227369G	SkyWays® Hip (24'x24') Shade 12' Entrance Height w/Rapid Release™ 1		760	9588
227369H	SkyWays® Hip (24'x24') Shade 14' Entrance Height w/Rapid Release™ 1		880	10700
227370A	SkyWays® Hip (28'x28') Shade 8' Entrance Height 1		840	8940
227370B	SkyWays® Hip (28'x28') Shade 10' Entrance Height 1		960	9471
227370C	SkyWays® Hip (28'x28') Shade 12' Entrance Height 1		1080	10700
227370D	SkyWays® Hip (28'x28') Shade 14' Entrance Height 1		1200	10781
227370E	SkyWays® Hip (28'x28') Shade 8' Entrance Height w/Rapid Release™ 1		880	10460
227370F	SkyWays® Hip (28'x28') Shade 10' Entrance Height w/Rapid Release™ 1		1000	10537
227370G	SkyWays® Hip (28'x28') Shade 12' Entrance Height w/Rapid Release™ 1		1120	11750
227370H	SkyWays® Hip (28'x28') Shade 14' Entrance Height w/Rapid Release™ 1		1240	11817
227371A	SkyWays® Hip (30'x30') Shade 8' Entrance Height 1		1080	11654
227371B	SkyWays® Hip (30'x30') Shade 10' Entrance Height 1		1200	12296
227371C	SkyWays® Hip (30'x30') Shade 12' Entrance Height 1		1275	13326
227371D	SkyWays® Hip (30'x30') Shade 14' Entrance Height 1		1320	13439
227371E	SkyWays® Hip (30'x30') Shade 8' Entrance Height w/Rapid Release™ 1		1120	13092
227371F	SkyWays® Hip (30'x30') Shade 10' Entrance Height w/Rapid Release™ 1		1240	14081
227371G	SkyWays® Hip (30'x30') Shade 12' Entrance Height w/Rapid Release™ 1		1315	14525
227371H	SkyWays® Hip (30'x30') Shade 14' Entrance Height w/Rapid Release™ 1		1360	15331
237666A	SkyWays® Hip (20'x20') Shade 8' Entrance Height 1		480	6967
237666B	SkyWays® Hip (20'x20') Shade 10' Entrance Height 1		500	7257
237666C	SkyWays® Hip (20'x20') Shade 12' Entrance Height 1		600	7849
237666D	SkyWays® Hip (20'x20') Shade 14' Entrance Height 1		700	8068
237666E	SkyWays® Hip (20'x20') Shade 8' Entrance Height w/Rapid Release™ 1		520	8038
237666F	SkyWays® Hip (20'x20') Shade 10' Entrance Height w/Rapid Release™ 1		540	8655
237666G	SkyWays® Hip (20'x20') Shade 12' Entrance Height w/Rapid Release™ 1		640	8833
237666H	SkyWays® Hip (20'x20') Shade 14' Entrance Height w/Rapid Release™ 1		740	9629
237668A	SkyWays® Single Post Pyramid (10'x10') Shade 8' Entrance Height 1		230	3835
237668B	SkyWays® Single Post Pyramid (10'x10') Shade 10' Entrance Height 1		250	3993
237668C	SkyWays® Single Post Pyramid (10'x10') Shade 12' Entrance Height 1		270	4080

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
237668D	SkyWays® Single Post Pyramid (10'x10') Shade 14' Entrance Height 1		290	4432
237668E	SkyWays® Single Post Pyramid (10'x10') Shade 8' Entrance Height w/Rapid Release® 1		305	4978
237668F	SkyWays® Single Post Pyramid (10'x10') Shade 10' Entrance Height w/Rapid Release® 1		325	5161
237668G	SkyWays® Single Post Pyramid (10'x10') Shade 12' Entrance Height w/Rapid Release® 1		345	5171
237668H	SkyWays® Single Post Pyramid (10'x10') Shade 14' Entrance Height w/Rapid Release® 1		365	5324
237669A	SkyWays® Single Post Pyramid (12'x12') Shade 8' Entrance Height 1		285	4498
237669B	SkyWays® Single Post Pyramid (12'x12') Shade 10' Entrance Height 1		295	4396
237669C	SkyWays® Single Post Pyramid (12'x12') Shade 12' Entrance Height 1		305	4514
237669D	SkyWays® Single Post Pyramid (12'x12') Shade 14' Entrance Height 1		315	4774
237669E	SkyWays® Single Post Pyramid (12'x12') Shade 8' Entrance Height w/Rapid Release® 1		360	5738
237669F	SkyWays® Single Post Pyramid (12'x12') Shade 10' Entrance Height w/Rapid Release® 1		370	5931
237669G	SkyWays® Single Post Pyramid (12'x12') Shade 12' Entrance Height w/Rapid Release® 1		380	6293
237669H	SkyWays® Single Post Pyramid (12'x12') Shade 14' Entrance Height w/Rapid Release® 1		390	6283
237670A	SkyWays® Single Post Pyramid (14'x14') Shade 8' Entrance Height 1		479	4814
237670B	SkyWays® Single Post Pyramid (14'x14') Shade 10' Entrance Height 1		491	5141
237670C	SkyWays® Single Post Pyramid (14'x14') Shade 12' Entrance Height 1		503	5432
237670D	SkyWays® Single Post Pyramid (14'x14') Shade 14' Entrance Height 1		515	5421
237670E	SkyWays® Single Post Pyramid (14'x14') Shade 8' Entrance Height w/Rapid Release® 1		554	6492
237670F	SkyWays® Single Post Pyramid (14'x14') Shade 10' Entrance Height w/Rapid Release® 1		566	6778
237670G	SkyWays® Single Post Pyramid (14'x14') Shade 12' Entrance Height w/Rapid Release® 1		578	6854
237670H	SkyWays® Single Post Pyramid (14'x14') Shade 14' Entrance Height w/Rapid Release® 1		590	7007
237671A	SkyWays® Single Post Pyramid (16'x16') Shade 8' Entrance Height 1		559	5732
237671B	SkyWays® Single Post Pyramid (16'x16') Shade 10' Entrance Height 1		571	5676
237671C	SkyWays® Single Post Pyramid (16'x16') Shade 12' Entrance Height 1		583	6110
237671D	SkyWays® Single Post Pyramid (16'x16') Shade 14' Entrance Height 1		595	6176
237671E	SkyWays® Single Post Pyramid (16'x16') Shade 8' Entrance Height w/Rapid Release® 1		634	7354
237671F	SkyWays® Single Post Pyramid (16'x16') Shade 10' Entrance Height w/Rapid Release® 1		646	7415
237671G	SkyWays® Single Post Pyramid (16'x16') Shade 12' Entrance Height w/Rapid Release® 1		658	7517
237671H	SkyWays® Single Post Pyramid (16'x16') Shade 14' Entrance Height w/Rapid Release® 1		670	7604
237672A	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 8' Entrance Height ¹		295	4396
237672B	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 10' Entrance Height ¹		305	4580
237672C	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 12' Entrance Height ¹		315	4600
237672D	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 14' Entrance Height ¹		325	4983
237672E	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 8' Entrance Height w/Rapid Release® ¹		370	5493
237672F	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 10' Entrance Height w/Rapid Release® ¹		380	5763
237672G	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 12' Entrance Height w/Rapid Release® ¹		390	5783
237672H	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 14' Entrance Height w/Rapid Release® ¹		400	5840
237673A	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 8' Entrance Height ¹		335	4779
237673B	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 10' Entrance Height ¹		345	4942
237673C	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 12' Entrance Height ¹		355	4957
237673D	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 14' Entrance Height ¹		365	5335
237673E	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 8' Entrance Height w/Rapid Release® ¹		410	6314
237673F	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 10' Entrance Height w/Rapid Release® ¹		420	6691
237673G	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 12' Entrance Height w/Rapid Release® ¹		430	6880
237673H	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 14' Entrance Height w/Rapid Release® ¹		440	7013
237674A	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 8' Entrance Height ¹		759	7466
237674B	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 10' Entrance Height ¹		781	7772
237674C	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 12' Entrance Height ¹		803	7946
237674D	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 14' Entrance Height ¹		825	8216
237674E	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 8' Entrance Height w/Rapid Release® ¹		834	8502
237674F	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 10' Entrance Height w/Rapid Release® ¹		856	9047
237674G	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 12' Entrance Height w/Rapid Release® ¹		878	9328
237674H	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 14' Entrance Height w/Rapid Release® ¹		900	9619
237675A	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 8' Entrance Height ¹		849	8823
237675B	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 10' Entrance Height ¹		871	9348
237675C	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 12' Entrance Height ¹		893	9374
237675D	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 14' Entrance Height ¹		915	10164
237675E	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 8' Entrance Height w/Rapid Release® ¹		924	10129
237675F	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 10' Entrance Height w/Rapid Release® ¹		946	10384
237675G	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 12' Entrance Height w/Rapid Release® ¹		968	10440

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
237675H	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 14' Entrance Height w/Rapid Release® ¹		990	11082
237676A	SkyWays® Two-Post Hip (14'x22') Shade 8' Entrance Height 1		780	6248
237676B	SkyWays® Two-Post Hip (14'x22') Shade 10' Entrance Height 1		795	6589
237676C	SkyWays® Two-Post Hip (14'x22') Shade 12' Entrance Height 1		810	6829
237676D	SkyWays® Two-Post Hip (14'x22') Shade 14' Entrance Height 1		825	6921
237676E	SkyWays® Two-Post Hip (14'x22') Shade 8' Entrance Height w/Rapid Release® 1		855	7268
237676F	SkyWays® Two-Post Hip (14'x22') Shade 10' Entrance Height w/Rapid Release® 1		870	7278
237676G	SkyWays® Two-Post Hip (14'x22') Shade 12' Entrance Height w/Rapid Release® 1		885	7885
237676H	SkyWays® Two-Post Hip (14'x22') Shade 14' Entrance Height w/Rapid Release® 1		900	8078
237677A	SkyWays® Triangle Sail (20'x20'x20') Shade 8'/10'/12' Entry Height 1		898	11985
267723A	SkyWays® Single Post Hypar 10'x10' Shade 8' Entrance Height 1		230	3907
267723B	SkyWays® Single Post Hypar 10'x10' Shade 10' Entrance Height 1		250	4049
267723C	SkyWays® Single Post Hypar 10'x10' Shade 12' Entrance Height 1		270	4202
267723D	SkyWays® Single Post Hypar 10'x10' Shade 14' Entrance Height 1		290	4401
267723E	SkyWays® Single Post Hypar 10'x10' Shade 8' Entrance Height w/Rapid Release 1		305	5008
267723F	SkyWays® Single Post Hypar 10'x10' Shade 10' Entrance Height w/Rapid Release 1		325	5131
267723G	SkyWays® Single Post Hypar 10'x10' Shade 12' Entrance Height w/Rapid Release 1		345	5350
267723H	SkyWays® Single Post Hypar 10'x10' Shade 14' Entrance Height w/Rapid Release 1		365	5574
267724A	SkyWays® Single Post Hypar 12'x12' Shade 8' Entrance Height 1		285	4422
267724B	SkyWays® Single Post Hypar 12'x12' Shade 10' Entrance Height 1		295	4570
267724C	SkyWays® Single Post Hypar 12'x12' Shade 12' Entrance Height 1		305	4580
267724D	SkyWays® Single Post Hypar 12'x12' Shade 14' Entrance Height 1		315	4840
267724E	SkyWays® Single Post Hypar 12'x12' Shade 8' Entrance Height w/Rapid Release 1		360	6023
267724F	SkyWays® Single Post Hypar 12'x12' Shade 10' Entrance Height w/Rapid Release 1		370	6059
267724G	SkyWays® Single Post Hypar 12'x12' Shade 12' Entrance Height w/Rapid Release 1		380	6288
267724H	SkyWays® Single Post Hypar 12'x12' Shade 14' Entrance Height w/Rapid Release 1		390	6401
267725A	SkyWays® Single Post Hypar 14'x14' Shade 8' Entrance Height 1		479	4962
267725B	SkyWays® Single Post Hypar 14'x14' Shade 10' Entrance Height 1		491	5044
267725C	SkyWays® Single Post Hypar 14'x14' Shade 22' Entrance Height 1		503	5131
267725D	SkyWays® Single Post Hypar 14'x14' Shade 14' Entrance Height 1		515	5360
267725E	SkyWays® Single Post Hypar 14'x14' Shade 8' Entrance Height w/Rapid Release 1		554	6482
267725F	SkyWays® Single Post Hypar 14'x14' Shade 10' Entrance Height w/Rapid Release 1		566	6686
267725G	SkyWays® Single Post Hypar 14'x14' Shade 12' Entrance Height w/Rapid Release 1		578	6916
267725H	SkyWays® Single Post Hypar 14'x14' Shade 14' Entrance Height w/Rapid Release 1		590	6691
267726A	SkyWays® Single Post Hypar 16'x16' Shade 8' Entrance Height 1		559	5447
267726B	SkyWays® Single Post Hypar 16'x16' Shade 10' Entrance Height 1		571	5569
267726C	SkyWays® Single Post Hypar 16'x16' Shade 12' Entrance Height 1		583	5891
267726D	SkyWays® Single Post Hypar 16'x16' Shade 14' Entrance Height 1		595	5936
267726E	SkyWays® Single Post Hypar 16'x16' Shade 8' Entrance Height w/Rapid Release 1		634	7349
267726F	SkyWays® Single Post Hypar 16'x16' Shade 10' Entrance Height w/Rapid Release 1		646	7375
267726G	SkyWays® Single Post Hypar 16'x16' Shade 12' Entrance Height w/Rapid Release 1		658	7252
267726H	SkyWays® Single Post Hypar 16'x16' Shade 14' Entrance Height w/Rapid Release 1		670	7630
159873A	Super CoolToppers® Pyramid (30'x30') 13'-9" Entrance Height (45" Bury)		1402	14402

¹ NOTE: Product ships from Dallas Skyways facility, a custom freight quote is required. Please request a freight quote from transportation_quotes@playlsi.com

² NOTE: A separate freight quote from Dallas Skyways facility is required for this model.

³ NOTE: 3-4 week lead time after engineering sign-off.

Freestanding Play Surfacing

114513A	Adhesive Tube 10.6 oz., Approximate Coverage: 3 Tiles per Tube	UPS	2	14.74
100626A	Galvanized Stake (30")	UPS	4	15.61
109694A	Geotextile Fabric	UPS	1	6.12
126205A	Transfer Station w/2 Handholds		83	1214
119214A	TuffTimbers™ 4' Length, Black Only	UPS	9	59.16
130799A	TuffTimbers™ Access Wedge Black Only		90	974

Freestanding Play Signs

217914A	DigiFuse® Arched Sign Panel w/PS Posts		42	1260
298208A	Symbol Communication Sign w/2 Posts 2"SM		54	2040

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
298208A	Symbol Communication Sign w/2 Posts DB		63	1846
182504F	Welcome Sign Ages 18 m-12 yrs Direct Bury (CSA only) ¹	UPS	24	403
182504E	Welcome Sign Ages 18 m-5 yrs Direct Bury (CSA only) ¹	UPS	24	403
182504B	Welcome Sign Ages 2-12 years Direct Bury ¹	UPS	24	403
182504A	Welcome Sign Ages 2-5 years Direct Bury ¹	UPS	24	403
182504C	Welcome Sign Ages 5-12 years Direct Bury ¹	UPS	24	403
182504D	Welcome Sign Ages 6-23 months Direct Bury ¹	UPS	24	403

¹ NOTE: Playsystem orders may be eligible for a free welcome sign. Restrictions apply. Additional signs may be purchased (models shown here).

Freestanding Play Learning Wall				
184868A	Ball Maze Panel (LW-10) ¹	UPS	55	1285
184870B	Bead and Block Panel w/Handles (LW-1) ¹	UPS	64	1336
184870A	Bead and Block Panel w/o Handles (LW-1) ¹	UPS	56	1097
184875A	Benches (2) w/1 End Panel Each Ground Level Only (LW-1) ¹	UPS	49	1020
184869A	Block Panel Tan Discs Only (LW-1) ¹	UPS	35	974
184889A	Bongo Panel® (LW-1) ¹	UPS	43	1000
184891A	Bongo Reach Panel (LW) ¹	UPS	27	954
184880A	Braille and Clock Panel (LW-10) ¹	UPS	41	1632
184853A	Bubble Panel (10") ¹	UPS	29	796
184873A	Chimes Panel (LW-10) ¹		47	1499
184898A	Color Splash Panel™ (LW-10) ¹		52	3208
184858A	Driver Panel (LW-1) ¹	UPS	47	847
184859A	Finger Maze Panel (LW-10) ¹	UPS	40	699
184893A	Fun Mirror Panel® (LW-10) ¹		53	2642
184876A	Gear Panel (LW-10) ¹		112	2060
184872A	Geometric Panel w/Handles (LW-10) ¹	UPS	38	882
184872B	Geometric Panel w/o Handles (LW-10) ¹	UPS	34	694
184854A	Hole Panel (LW-1) ¹	UPS	23	530
184881A	Hourglass Panel (LW-10) ¹		51	1739
184867A	House Panel (LW-1) ¹	UPS	30	622
184883A	Image Panel 176 Play Blocks (LW-10) ¹	UPS	63	1443
184896A	Kaleidospin Panel® (LW-10) ¹		74	3647
184897A	Marble Panel® (LW-10) ¹		54	2540
184882A	Match 4 Panel (LW-10) ¹	UPS	35	1051
184866A	Mirror Panel (LW-10) ¹	UPS	41	1117
184886A	Navigator Reach Panel (LW) ¹	UPS	26	704
184894A	Optigear Panel® (LW-10) ¹		49	3647
184877A	Periscope Panel (LW-10) ¹	UPS	55	1663
184878A	Pilot Panel (LW-1) ¹	UPS	45	1117
184855A	Puppet Panel (LW-1) ¹	UPS	27	530
184856A	Puppet Panel (LW-1) ¹	UPS	32	740
184899A	Rain Sound Wheel Panel™ (LW-10) ¹		68	2331
184888A	Ring-a-Bell™ Panel (LW-10) ¹	UPS	41	1454
184892A	Ring-a-Bell™ Reach Panel (LW) ¹	UPS	24	1030
184890A	Rock-n-Ring® Panel (LW-1) ¹	UPS	52	1770
184865A	Sand and Water Panel Tan Dish Only (LW-1) ¹	UPS	76	1443
188837A	Sign Language Panel (LW-10) ¹		33	862
184871A	Slant Entrance Panel (LW-1) ¹	UPS	52	1097
184852A	Slant Window Panel (LW-10) ¹	UPS	49	1387
184879A	Space Travel Panel (LW-10) ¹		50	1454
179230A	Square Peak Tile Roof w/Logo Panels (LW) ²		105	1632
179230B	Square Peak Tile Roof w/o Logo Panels (LW) ²		93	1499
179226A	Square Poly Roof w/Logo Panels (LW) ²		112	1454
179226B	Square Poly Roof w/o Logo Panels (LW) ²		99	1326
184887A	Storefront Panel Ground Level Only (LW-1) ¹	UPS	21	469
184861A	Table Panel Ground Level Only (LW-1) ¹	UPS	62	1234
184862A	Tic-Tac-Toe Panel Tan Discs Only (LW-10) ¹	UPS	45	1454
184860A	Tracing Panel (LW-10) ¹	UPS	33	709
184885A	Trail Tracker® Reach Panel (LW) ¹	UPS	14	495

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
184901A	Tunnel Panel (LW-1) ¹	UPS	77	1571
184895A	Xylofun Panel® (LW-10) ¹		48	2693
184857A	Zoo Panel (LW-1) ¹	UPS	25	530

¹ NOTE: Learning Wall Panels are mounted 1" above (LW-1) or 10" (LW-10) above the playing surface to accommodate the reach ranges of all children.

² NOTE: Free customized text on roof; limit approximately 20 characters including spaces. Validate customized text in design tools.

Freestanding Play Learning Wall Posts

115201B	Learning Wall Post DB 1" Panel Height		13	286
115201A	Learning Wall Post DB 10" Panel Height		14	291
115203B	Learning Wall Post for Roof DB 1" Panel Height		17	306
115203A	Learning Wall Post for Roof DB 10" Panel Height		18	316
115204B	Learning Wall Post for Roof SM 1" Panel Height		12	403
115204A	Learning Wall Post for Roof SM 10" Panel Height		10	423
115202B	Learning Wall Post SM 1" Panel Height		9	337
115202A	Learning Wall Post SM 10" Panel Height		11	347

Custom Park & Playground and Shade Solutions

7291-01	Custom Park & Playground Package			102923
7292-01	Custom Park & Playground Package			3856
7329-02	Custom Park & Playground Package			103352
7330-02	Custom Park & Playground Package			71222
7331-02	Custom Park & Playground Package			75506
AAAQ5295-03	Custom Park & Playground Package			106002
AAAQ6366-04	Custom Park & Playground Package			145656
AAAQ6376-03	Custom Park & Playground Package			251685
CUST20-01	Custom Park & Playground Package			1071
CUST20-02	Custom Park & Playground Package			1607
CUST20-03	Custom Park & Playground Package			3213
CUST20-04	Custom Park & Playground Package			5355
CUST20-05	Custom Park & Playground Package			8033
CUST20-06	Custom Park & Playground Package			10710
CUST20-07	Custom Park & Playground Package			16065
CUST20-08	Custom Park & Playground Package			21420
CUST20-09	Custom Park & Playground Package			26775
CUST20-10	Custom Park & Playground Package			32130
CUST20-11	Custom Park & Playground Package			37485
CUST20-12	Custom Park & Playground Package			42840
CUST20-13	Custom Park & Playground Package			48195
CUST20-14	Custom Park & Playground Package			53550
CUST20-15	Custom Park & Playground Package			58905
CUST20-16	Custom Park & Playground Package			64260
CUST20-17	Custom Park & Playground Package			69615
CUST20-18	Custom Park & Playground Package			74970
CUST20-19	Custom Park & Playground Package			80325
CUST20-20	Custom Park & Playground Package			85680
CUST20-21	Custom Park & Playground Package			91035
CUST20-22	Custom Park & Playground Package			96390
CUST20-23	Custom Park & Playground Package			101745
CUST20-24	Custom Park & Playground Package			107100
CUST20-25	Custom Park & Playground Package			133875
CUST20-26	Custom Park & Playground Package			160650
CUST20-27	Custom Park & Playground Package			187425
CUST20-28	Custom Park & Playground Package			214200
CUST20-29	Custom Park & Playground Package			267750
CUST20-30	Custom Park & Playground Package			321300
CUST010720-1	SkyWays™ Custom Shade System Package			5355
CUST010720-2	SkyWays™ Custom Shade System Package			10710
CUST010720-3	SkyWays™ Custom Shade System Package			16065
CUST010720-4	SkyWays™ Custom Shade System Package			21420

Landscape Structures Playground Equipment Price List

Model #	Description	UPS	Weight(lbs)	Unit Price
CUST010720-5	SkyWays™ Custom Shade System Package			26775
CUST010720-6	SkyWays™ Custom Shade System Package			32130
CUST010720-7	SkyWays™ Custom Shade System Package			37485
CUST010720-8	SkyWays™ Custom Shade System Package			42840
CUST010720-9	SkyWays™ Custom Shade System Package			48195
CUST010720-10	SkyWays™ Custom Shade System Package			53550
CUST010720-11	SkyWays™ Custom Shade System Package			58905
CUST010720-12	SkyWays™ Custom Shade System Package			64260
CUST010720-13	SkyWays™ Custom Shade System Package			69615
CUST010720-14	SkyWays™ Custom Shade System Package			74970
CUST010720-15	SkyWays™ Custom Shade System Package			80325
CUST010720-16	SkyWays™ Custom Shade System Package			85680
CUST010720-17	SkyWays™ Custom Shade System Package			96390
CUST010720-18	SkyWays™ Custom Shade System Package			101745
CUST010720-19	SkyWays™ Custom Shade System Package			107100
CUST010720-20	SkyWays™ Custom Shade System Package			112455

Landscape Structures PlaySense Price List

Age Range	Model #	Description	Weight(lbs)	Unit Price
2 to 5	176124A	Design 30	795	9685
2 to 5	176125A	Design 30 EZ	881	10394
2 to 5	176126A	Design 32	505	6707
2 to 5	176127A	Design 32 EZ	610	7655
2 to 5	176128A	Design 33	1303	16305
2 to 5	176129A	Design 33 EZ	1389	17003
2 to 5	176130A	Design 34 - Complete	1706	22945
	176131A	Design 34 - Phase 1	1195	15739
	176132A	Design 34 - Phase 2 (Phase 1 must be ordered prior)	545	8012
2 to 5	176133A	Design 34 EZ - Complete	1828	23965
	176134A	Design 34 EZ - Phase 1	1231	16034
	176135A	Design 34 EZ - Phase 2 (Phase 1 must be ordered prior)	631	8726
2 to 5	176136A	Design 40	2500	32946
2 to 5	176137A	Design 40 EZ	2581	33599
2 to 5	176138A	Design 41	1155	12561
2 to 5	176139A	Design 41 EZ	1153	12398
2 to 5	176140A	Design 42	504	7813
2 to 5	182328A	Design 60	1102	13943
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5 to 12	176141A	Design 300	625	8859
5 to 12	176143A	Design 301 (CSA)	1794	22134
5 to 12	176142A	Design 301	1756	22134
5 to 12	176145A	Design 302 (CSA)	1823	22083
5 to 12	176144A	Design 302	1785	22083
5 to 12	176146A	Design 304 - Complete	2797	34553
	176147A	Design 304 - Phase 1	1700	19732
	176148A	Design 304 - Phase 2 (Phase 1 must be ordered prior)	1097	14810
5 to 12	176149A	Design 306 - Complete	3040	37531
	176150A	Design 306 - Phase 1	1995	25220
	176151A	Design 306 - Phase 2 (Phase 1 must be ordered prior)	1045	12327
5 to 12	176152A	Design 306 (CSA) - Complete	3078	37531
	176153A	Design 306 (CSA) - Phase 1	2033	25220
5 to 12	176154A	Design 307 - Complete	3779	47772
	176155A	Design 307 - Phase 1	2705	33334
	176156A	Design 307 - Phase 2 (Phase 1 must be ordered prior)	750	9955
	176157A	Design 307 - Phase 3 (Phase 1 and 2 must be ordered prior)	380	5717
5 to 12	176158A	Design 400 - Complete	4053	50230
	176159A	Design 400 - Phase 1	2351	27489
	176160A	Design 400 - Phase 2 (Phase 1 must be ordered prior)	1095	14219
	176161A	Design 400 - Phase 3 (Phase 1 and 2 must be ordered prior)	605	8512
5 to 12	176162A	Design 401 - Complete	3105	41228
	176163A	Design 401 - Phase 1	1260	16805
	176164A	Design 401 - Phase 2 (Phase 1 must be ordered prior)	1845	24424
5 to 12	176165A	Design 402	1892	24868
5 to 12	176166A	Design 403	1730	21073
5 to 12	176167A	Design 404	1831	20369
5 to 12	176168A	Design 500 - Complete	3194	41341
	176169A	Design 500 - Phase 1	1704	20645
	176170A	Design 500 - Phase 2 (Phase 1 must be ordered prior)	1511	21145
5 to 12	176171A	Design 500 (CSA) - Complete	3239	41942
	176172A	Design 500 (CSA) - Phase 1	1749	21236
5 to 12	182414A	Design 600	1532	18584
5 to 12	182521A	Design 601	1935	24317



Products Price List

Model #	Product	Material	Unit Price
Classic Product Line			
AQ100766	Junior Canopy Climb N Slide	FRP	\$ 99,119
AQ100606	Junior Climb N Slide	FRP	\$ 85,415
AQ100121	Mini Water Dome	FRP	\$ 10,042
AQ100850	Multi-Level Climb N Slide	FRP	\$ 226,027
AQ100225	Multi-Play Canopy	FRP	\$ 74,282
AQ100091	Multi-Play III Water Bars	FRP	\$ 23,338
AQ100224	Multi-Play Tubular	FRP	\$ 55,233
AQ101137	Pipe Water Bar	FRP	\$ 9,435
AQ101138	Tot Rotating Water Ball	SS	\$ 6,967
AQ101139	FRP Shower Water Dome	FRP	\$ 11,623
AQ101140	Tot Arch	SS	\$ 5,386
AQ101141	Tot Arch Bar	SS	\$ 5,386
AQ100512	Tot Ground Spray Covers	Structural Plastic	\$ 1,178
AQ101142	Twist N Spray	SS	\$ 6,069
AQ100097	Water Arch Bar	FRP	\$ 9,950
AQ100098	Water Bar	FRP	\$ 10,465
AQ100100	Water Bucket	FRP	\$ 10,521
AQ101143	Water Bucket Brigade	FRP	\$ 28,274
AQ100229	Water Bucket Cluster	FRP	\$ 21,548
AQ100900	Water Cup	FRP	\$ 14,224
AQ100105	Water Dome	FRP	\$ 11,761
AQ100099	Water Fire Nozzle	SS	\$ 7,880
AQ101092	Water Globe	FRP	\$ 7,568
AQ100171	Water Post	PVC	\$ 3,616
AQ100170	Water Shower	FRP	\$ 4,733
AQ100128	Water Spout	FRP	\$ 7,844
AQ100054	Water Tent	FRP	\$ 5,064
AQ100112	Water Wheel	FRP	\$ 11,327
Signature Product Line			
AQ101109	Acrylic Tot Shower Dome	SS	\$ 4,350
AQ101103	AquaArc	SS	\$ 7,762
AQ100846	AquaArc with Acrylic	SS	\$ 8,089
AQ101107	AquaBud	SS	\$ 7,727
AQ101108	AquaBud with Acrylic	SS	\$ 8,140
AQ100858	AquaFlier	SS	\$ 7,196
AQ100767	AquaGather Station	SS	\$ 18,299
AQ101157	Aquahedra™	SS	\$ 23,292

Products Price List

Model #	Product	Material	Unit Price
AQ101081	BloomBurst Rise	SS	\$ 10,766
AQ101097	BloomBurst Set	SS	\$ 10,766
AQ101098	BucketDuo	SS	\$ 14,586
AQ101079	BucketDuo with Acrylic	SS	\$ 15,448
AQ101074	BucketTrio	SS	\$ 18,299
AQ101066	BucketTrio with Acrylic	SS	\$ 19,237
AQ100796	CanopyCluster	SS	\$ 24,327
AQ100693	CanopyCluster with Acrylic	SS	\$ 25,908
AQ101099	CanopyDuo	SS	\$ 12,281
AQ101100	CanopyDuo with Acrylic	SS	\$ 12,592
287189	Canopy Bucket	SS	\$ 12,281
287190	Canopy Bucket w/Acrylic	SS	\$ 12,592
AQ101075	CanopyTrio	SS	\$ 15,463
AQ101076	CanopyTrio with Acrylic	SS	\$ 16,565
AQ100999	DragonFlier	SS	\$ 9,068
AQ100743	FlashFlood	SS	\$ 41,315
AQ100810	RocketShip FlashFlood	SS	\$ 57,120
AQ100848	FloraSpout	SS	\$ 4,473
AQ100865	FloraSwirl	SS	\$ 5,824
AQ300537	Foam Landing Pads 5' X 3'	Foam	\$ 2,871
AQ100752	GeoMister Large	FRP	\$ 3,601
AQ100751	GeoMister Medium	FRP	\$ 2,729
AQ100750	GeoMister Small	FRP	\$ 2,234
AQ101123	HydraHub1	SS	\$ 155,071
AQ101073	HydraHub2	SS	\$ 321,300
AQ200287	HydroHelix	SS	\$ 18,207
AQ200286	HydroHelix with Acrylic	SS	\$ 19,594
AQ200499	HydroSphere	SS	\$ 6,696
AQ100835	JetStream	SS	\$ 8,940
AQ100843	LeafCrown	SS	\$ 9,920
AQ100822	Mini FlashFlood	SS	\$ 18,437
AQ101117	Nautical Ship Mast	SS	\$ 13,724
AQ100816	Nautical Ship Hull	SS	\$ 13,122
AQ100809	Nautical Ship Hull & Mast	SS	\$ 26,846
AQ100844	Nautilus1	FRP	\$ 28,407
AQ100833	Nautilus2	FRP	\$ 72,542
AQ100828	PalmSpring	SS	\$ 11,144
AQ101065	RippleRun	SS	\$ 26,051
AQ100863	RippleRun Large Rung	SS	\$ 9,680
AQ100861	RippleRun Medium Rung	SS	\$ 8,808
AQ100867	RippleRun Small Rung	SS	\$ 8,063
AQ101064	RippleRun with Acrylic	SS	\$ 29,147
AQ100862	RippleRun with Acrylic Large Rung	SS	\$ 10,175
AQ100860	RippleRun with Acrylic Medium Rung	SS	\$ 9,797
AQ100866	RippleRun with Acrylic Small Rung	SS	\$ 9,180

Products Price List

Model #	Product	Material	Unit Price
AQ100819	RocketStream	SS	\$ 7,196
AQ101104	SplashArc	SS	\$ 8,548
AQ100847	SplashArc with Acrylic	SS	\$ 8,874
AQ100969	SplashPack Bear	FRP	\$ 12,424
AQ100993	SplashPack Dolphin	FRP	\$ 11,837
AQ100971	SplashPack Elephant	FRP	\$ 13,265
AQ100992	SplashPack Fish	FRP	\$ 12,362
AQ100970	SplashPack Frog	FRP	\$ 11,705
AQ100967	SplashPack Lion	FRP	\$ 13,265
AQ101094	SplashPack Lizard	FRP	\$ 11,246
AQ100990	SplashPack Octopus	FRP	\$ 12,337
AQ100995	SplashPack Seal	FRP	\$ 11,705
AQ100994	SplashPack Swimming Hippo	FRP	\$ 11,705
AQ100815	SplashPack Turtle	FRP	\$ 11,909
AQ100997	SplashPack Whale	FRP	\$ 11,847
AQ101106	SprayShroud	SS	\$ 5,957
AQ200303	SprayStacker	SS	\$ 10,047
AQ101068	SprayVine	SS	\$ 5,942
AQ100803	SprayVine with Acrylic	SS	\$ 6,360
AQ101110	StarMister Solid	FRP	\$ 2,234
AQ101114	StarMister Spotted	FRP	\$ 2,474
AQ101111	TotPack Bunny	FRP	\$ 3,346
AQ101112	TotPack Ladybug	FRP	\$ 3,346
AQ101113	TotPack Turtle	FRP	\$ 3,346
AQ100829	Tot WellSpring	SS	\$ 2,173
AQ100830	Tot WellsSpring with Acrylic	SS	\$ 2,540
AQ101055	UniFlow	SS	\$ 11,705
AQ101105	VaporArc	SS	\$ 7,196
AQ100840	VaporArc with Acrylic	SS	\$ 7,568
AQ101095	VersoSplash	SS	\$ 30,391
AQ100748	WaterLimbo	SS	\$ 32,497
AQ100785	WaterWay	SS	\$ 14,632
AQ100852	WellSpring	SS	\$ 6,079
AQ100851	WellSpring with Acrylic	SS	\$ 6,452
AQ100676	WhirlFlex	SS	\$ 14,265
AQ200501	WhirlPad	SS	\$ 7,691
AQ101077	WhirlPad Mushroom	SS	\$ 8,604
AQ101001	AquaBarrel Half	GFRC	\$ 3,575
AQ100978	AquaRock Large	GFRC	\$ 3,453
AQ101002	AquaRock Small	GFRC	\$ 3,213
AQ100976	SandDollar Dome	GFRC	\$ 3,335
AQ100977	SeaDome	GFRC	\$ 3,335
AQ101000	StarDome	GFRC	\$ 3,335
294245	Foam Tile Landing Pad 4' x 6'	Foam	\$ 2,933
294246	Foam Tile Landing Pad 4' x 8'	Foam	\$ 3,663
294247	Foam Tile Landing Pad 8' x 14'	Foam	\$ 8,641

Products Price List

Model #	Product	Material	Unit Price
Themed			
AQ101124	3D Duck Slide	FRP	\$ 17,085
AQ101125	3D Rock Slide	FRP	\$ 16,830
AQ101126	3D Turtle Slide	FRP	\$ 18,105
AQ101116	Aim N Spray Basketball	SS	\$ 11,082
AQ101220	Aim N Spray Bobber	SS	\$ 11,557
AQ101221	Aim N Spray Football	SS	\$ 11,082
AQ101222	Aim N Spray Pirate	SS	\$ 11,557
AQ101101	Aim N Spray Baseball	SS	\$ 11,082
AQ101102	Aim N Spray Soccerball	SS	\$ 11,082
AQ100788	Banana Bucket Tree	FRP	\$ 23,338
AQ101223	Banana Bucket Tree	SS	\$ 24,302
AQ100793	Bat & Ball Shower	FRP	\$ 12,689
AQ101224	Bobby the Bear	SS	\$ 11,546
AQ101225	Cat Tail Spray	SS	\$ 9,129
AQ100804	Creativi-Tree II	SS	\$ 26,943
AQ101229	Mini Mast	FRP	\$ 9,598
AQ101230	Mini Mast	SS	\$ 13,806
AQ100520	Misting Palm	SS	\$ 11,914
AQ101231	Mushroom Dome	FRP	\$ 14,499
AQ100529	Pine Tree Shower	FRP	\$ 8,696
AQ100525	Pine Tree Shower	SS	\$ 9,410
AQ101233	Reeds	SS	\$ 18,023
AQ100240	Snake Water Noodle	SS	\$ 9,976
AQ101234	Sport Shower Dome	FRP	\$ 15,193
AQ101235	Sport Globe	FRP	\$ 10,940
AQ101236	Sport Rotating Water Ball	SS	\$ 12,092
AQ101115	Sports Water Shower	SS	\$ 9,017
AQ100619	Spraying Puck	FRP	\$ 5,636
AQ100620	Spraying Sport Football	FRP	\$ 6,120
AQ100618	Spraying Sport Sphere	FRP	\$ 6,069
AQ100800	Stone Boulder	FRP	\$ 4,284
AQ100746	Stone Cluster	FRP	\$ 21,369
AQ100814	Stone Pillar	FRP	\$ 8,563
AQ101217	Timmy the Tiger	SS	\$ 11,546
AQ101216	Tot Mushroom Dome	SS	\$ 4,350
AQ100247	Turtle Dome	FRP	\$ 14,341
AQ101215	Water Cannon	SS	\$ 9,302
AQ100246	Water Dragon	FRP	\$ 14,153
AQ100939	Water Fire Hydrant	FRP	\$ 4,952
AQ100238	Water Tower	FRP	\$ 29,065
AQ101213	Water Tower	SS	\$ 32,497
293248	Tall Pine Bucket Shower	FRP	\$ 14,586

Products Price List

Model #	Product	Material	Unit Price
LED Lighting			
AQ100518	LED Laminar Arch Jet	RGB LED	\$ 3,407
AQ101169	LED Triple Arch Jet	White LED (SS Nozzle)	\$ 4,034
AQ101170	LED Stream Jet	White LED (SS Nozzle)	\$ 4,034
AQ101171	LED Sea Crawler	White LED (SS Nozzle)	\$ 4,034
AQ101172	LED Mini Pillar	White LED (SS Nozzle)	\$ 4,034
AQ101173	LED Junior Water Jewel	White LED (SS Nozzle)	\$ 4,034
AQ101174	LED Crown Jet	White LED (SS Nozzle)	\$ 4,034
AQ101175	LED Bubbler	White LED (SS Nozzle)	\$ 4,034
AQ101176	LED Arch Jet	White LED (SS Nozzle)	\$ 4,034
AQ101177	LED Large RGB light controller	LED	\$ 4,478
AQ101178	LED small RGB light controller	LED	\$ 3,677
AQ101180	LED Triple Arch Jet	RGB LED (SS Nozzle)	\$ 4,468
AQ101181	LED Stream Jet	RGB LED (SS Nozzle)	\$ 4,468
AQ101182	LED Sea Crawler	RGB LED (SS Nozzle)	\$ 4,468
AQ101183	LED Mini Pillar	RGB LED (SS Nozzle)	\$ 4,468
AQ101184	LED Junior Water Jewel	RGB LED (SS Nozzle)	\$ 4,468
AQ101185	LED Crown Jet	RGB LED (SS Nozzle)	\$ 4,468
AQ101186	LED Bubbler	RGB LED (SS Nozzle)	\$ 4,468
AQ101187	LED Arch Jet	RGB LED (SS Nozzle)	\$ 4,468
AQ101196	Jumping LED Arch Jet	White LED (SS Nozzle)	\$ 5,396
AQ101197	Jumping LED Arch Jet	RGB LED (SS Nozzle)	\$ 5,834
AQ101200	Jumping LED Crown Jet	White LED (SS Nozzle)	\$ 5,396
AQ101201	Jumping LED Crown Jet	RGB LED (SS Nozzle)	\$ 5,834
AQ101202	Jumping LED Junior Water Jewel	White LED (SS Nozzle)	\$ 5,396
AQ101203	Jumping LED Junior Water Jewel	RGB LED (SS Nozzle)	\$ 5,834
AQ101204	Jumping LED Mini Pillar	White LED (SS Nozzle)	\$ 5,396
AQ101205	Jumping LED Mini Pillar	RGB LED (SS Nozzle)	\$ 5,834
AQ101206	Jumping LED Sea Crawler	White LED (SS Nozzle)	\$ 5,396
AQ101207	Jumping LED Sea Crawler	RGB LED (SS Nozzle)	\$ 5,834
AQ101208	Jumping LED Stream Jet	White LED (SS Nozzle)	\$ 5,396
AQ101209	Jumping LED Stream Jet	RGB LED (SS Nozzle)	\$ 5,834
AQ101210	Jumping LED Triple Arch Jet	White LED (SS Nozzle)	\$ 5,396
AQ101211	Jumping LED Triple Arch Jet	RGB LED (SS Nozzle)	\$ 5,834
AQ101237	LED Triple Mist	White LED (SS Nozzle)	\$ 4,034
AQ101238	LED Triple Mist	RGB LED (SS Nozzle)	\$ 4,468
Ground Sprays			
AQ100252	Arch Jet	PVC	\$ 321
AQ100834	Arch Jet	SS	\$ 648
AQ101152	Arch Jet Manifold	PVC	\$ 2,137
AQ101153	Arch Jet Manifold	SS	\$ 9,797
AQ101154	Arch Jet Manifold	SS & PVC	\$ 4,779
AQ100082	Arch Jet Tunnel	PVC	\$ 4,335
AQ101168	Bubbler	SS	\$ 648

Products Price List

Model #	Product	Material	Unit Price
AQ100608	Center Pillar Ring	PVC	\$ 3,662
AQ100492	Center Pillar Ring	SS	\$ 14,265
AQ101122	Center Pillar Ring	SS & PVC	\$ 6,900
AQ100459	Crackle Corn	PVC	\$ 1,719
AQ100605	Crackle Corn	SS	\$ 2,168
AQ101167	Crown Jet	SS	\$ 648
AQ100473	Curvy Jet Manifold	PVC	\$ 2,453
AQ101150	Curvy Jet Manifold	SS	\$ 10,603
AQ101151	Curvy Jet Manifold	SS & PVC	\$ 5,202
AQ101239	Curvy Jewel Manifold	PVC	\$ 2,453
AQ101166	Curvy Jewel Manifold	SS	\$ 10,603
AQ100823	Curvy Jewel Manifold	SS & PVC	\$ 5,202
AQ100101	Fan Spray	PVC	\$ 2,137
AQ100439	Fan Spray	SS	\$ 2,545
AQ100422	Geyser	PVC	\$ 2,178
AQ100462	Geyser	SS	\$ 1,673
AQ100235	Ground Funnel	PVC	\$ 2,137
AQ100440	Ground Funnel	SS	\$ 2,851
AQ100095	Inward Spray Ring	PVC	\$ 5,141
AQ101188	Jumping Arch Jet	SS	\$ 2,876
AQ101190	Jumping Crown Jet	SS	\$ 2,876
AQ101191	Jumping Junior Water Jewel	SS	\$ 2,876
AQ101192	Jumping Mini Pillar	SS	\$ 2,876
AQ101193	Jumping Sea Crawler	SS	\$ 2,876
AQ101194	Jumping Stream Jet	SS	\$ 2,876
AQ101195	Jumping Triple Arch Jet	SS	\$ 2,876
AQ101165	Junior Water Jewel	SS	\$ 648
AQ101121	Mini Outward Spray Ring	PVC	\$ 3,499
AQ101004	Mini Outward Spray Ring	SS	\$ 14,142
AQ101147	Mini Outward Spray Ring	SS & PVC	\$ 8,772
AQ101164	Mini Pillar	SS	\$ 648
AQ100466	Mini Upward Spray Ring	PVC	\$ 4,095
AQ100444	Mini Upward Spray Ring	SS	\$ 14,142
AQ101120	Mini Upwards Spray Ring	SS & PVC	\$ 8,772
AQ101163	Outward Spray Ring	PVC	\$ 5,146
AQ101212	Sea Crawler	PVC	\$ 454
AQ101160	Sea Crawler	SS	\$ 648
AQ100234	Side Wall Fan Spray	PVC	\$ 1,652
AQ100831	Side Wall Stream	SS	\$ 648
AQ101070	Stream Jet	PVC	\$ 321
AQ101159	Stream Jet	SS	\$ 648
AQ100115	Stream Jet Manifold	PVC	\$ 1,933
AQ101155	Stream Jet Manifold	SS	\$ 9,797
AQ100457	Stream Jet Triangle	PVC	\$ 1,255
AQ101148	Stream Jet Triangle	SS	\$ 3,601
AQ101149	Stream Jet Triangle	SS & PVC	\$ 2,718

Products Price List

Model #	Product	Material	Unit Price
AQ101158	Triple Arch Jet	SS	\$ 648
AQ101156	Triple Mist Nozzle	SS	\$ 826
AQ101145	UnderWater Bubbler	SS	\$ 648
AQ101162	Upward Spray Ring	PVC	\$ 5,141
AQ100103	Water Jewel	PVC	\$ 1,693
AQ100442	Water Jewel	SS	\$ 2,729
AquaSmart Packages			
AQ101129	AquaSmart Package A		\$ 53,807
AQ101130	AquaSmart Package B		\$ 59,213
AQ101131	AquaSmart Package C		\$ 64,053
AQ101132	AquaSmart Package D		\$ 32,107
AQ101133	AquaSmart Package E		\$ 57,642
AQ101134	AquaSmart Package F		\$ 41,434
AQ101135	AquaSmart Package G		\$ 55,516
AQ101136	AquaSmart Package H		\$ 55,658
Mechanical Components			
AQ100798	Aquavator	SS	\$ 3,876
AQ101093	Flower Aquavator	SS	\$ 4,136
AQ100080	Activation Bollard	FRP	\$ 3,397
AQ100436	Activation Bollard	SS	\$ 4,325
AQ100085	Collector Box	PVC	\$ 1,724
AQ100087	Drain Box	PVC	\$ 1,327
AQ101127	Emergency Stop Bollard	FRP	\$ 4,019
AQ101128	Emergency Stop Bollard	SS	\$ 5,095
AQ100114	Step Pad Activator	PVC	\$ 1,800
AQ101179	Step Pad Activator	SS	\$ 2,744
Custom Splashpad Solutions			
AQ-17330-01	Custom Splashpad Package	Mixed	\$ 10,200
AQ-17331-01	Custom Splashpad Package	Mixed	\$ 20,400
AQ-17332-01	Custom Splashpad Package	Mixed	\$ 25,500
AQ-17333-01	Custom Splashpad Package	Mixed	\$ 51,000
AQ-17334-01	Custom Splashpad Package	Mixed	\$ 76,500
AQ-17335-01	Custom Splashpad Package	Mixed	\$ 104,550
AQ-17336-01	Custom Splashpad Package	Mixed	\$ 130,688
AQ-17337-01	Custom Splashpad Package	Mixed	\$ 156,825
AQ-17338-01	Custom Splashpad Package	Mixed	\$ 209,100
AQ-17339-01	Custom Splashpad Package	Mixed	\$ 261,375
AQ-17340-01	Custom Splashpad Package	Mixed	\$ 306,000
AQ-17341-01	Custom Splashpad Package	Mixed	\$ 357,000
AQ-17342	Custom Splashpad Package	Mixed	\$ 15,300
AQ-17343	Custom Splashpad Package	Mixed	\$ 30,600
AQ-17344	Custom Splashpad Package	Mixed	\$ 35,700

Products Price List

Model #	Product	Material	Unit Price
AQ-17345	Custom Splashpad Package	Mixed	\$ 40,800
AQ-17346	Custom Splashpad Package	Mixed	\$ 45,900
AQ-17347	Custom Splashpad Package	Mixed	\$ 56,100
AQ-17348	Custom Splashpad Package	Mixed	\$ 61,200
AQ-17349	Custom Splashpad Package	Mixed	\$ 66,300
AQ-17350	Custom Splashpad Package	Mixed	\$ 71,400
AQ-17351	Custom Splashpad Package	Mixed	\$ 81,600
AQ-17352	Custom Splashpad Package	Mixed	\$ 86,700
AQ-17353	Custom Splashpad Package	Mixed	\$ 91,800
AQ-17354	Custom Splashpad Package	Mixed	\$ 96,900
AQ-17355	Custom Splashpad Package	Mixed	\$ 112,200
AQ-17356	Custom Splashpad Package	Mixed	\$ 178,500
AQ-17357	Custom Splashpad Package	Mixed	\$ 229,500



Mechanical and Design Services – By System Type

Recirculation Systems		Price*
Model #	Design Services	
AQ-09019-R	Design Services, Recirculation System, Up to 500 gpm total project flow rate	\$ 10,200
AQ-09020-R	Design Services, Recirculation System, Up to 750 gpm total project flow rate	\$ 12,240
AQ-09052-R	Design Services, Recirculation System, Up to 1,000 gpm total project flow rate	\$ 15,300
Mechanical Components		
AQ-09022-R	Mechanical Components, Recirculation System, Up to 250 gpm total project flow rate	\$ 126,552
AQ-09023-R	Mechanical Components, Recirculation System, Up to 500 gpm total project flow rate	\$ 171,730
AQ-09024-R	Mechanical Components, Recirculation System, Up to 750 gpm total project flow rate	\$ 204,560
AQ-09025-R	Mechanical Components, Recirculation System, Up to 1,000 gpm total project flow rate	\$ 232,340
Optional Equipment and Services		
AQ-09051-R	UV Sanitization System up to 158 gpm	\$ 21,930
AQ-09027-R	UV Sanitization System up to 254 gpm	\$ 22,950
AQ-09028-R	UV Sanitization System up to 396 gpm	\$ 32,130
AQ-09049-R	UV Sanitization System up to 600 gpm	\$ 52,530
AQ-09029-R	Recirculation System PE Stamp Drawings	\$ 8,312
AQ-09030-R	Recirculation System Above Grade Mechanical Enclosure up to 22 Feed Lines	\$ 44,152
AQ-09032-R	Recirculation System Site Visit	\$ 7,842
Drain-Away Systems		
Design Services		
AQ-09053-D	Design Services, Drain-Away System, Up to 250 gpm total project flow rate	\$ 5,100
Mechanical Components		
AQ-09037-D	Mechanical Components, Drain-Away System, Up to 35 gpm total project flow rate	\$ 23,866
AQ-09038-D	Mechanical Components, Drain-Away System, Up to 75 gpm total project flow rate	\$ 30,097
AQ-09039-D	Mechanical Components, Drain-Away System, Up to 125 gpm total project flow rate	\$ 33,014
AQ-09040-D	Mechanical Components, Drain-Away System, Up to 250 gpm total project flow rate	\$ 37,852
AQ-09050-D	Mechanical Components, Drain-Away System, Up to 400 gpm total project flow rate	\$ 63,136
Optional Equipment and Services		
AQ-09054-D	Drain-Away System PE Stamp Drawings	\$ 7,140
AQ-09055-D	Drain-Away System Above Grade Mechanical Enclosure up to 31 feed lines	\$ 14,280
AQ-09056-D	Drain-Away System Below Grade Mechanical Vault up to 11 feed lines	\$ 6,120
AQ-09044-D	Drain-Away System Site Visit	\$ 6,649
HydroLogix™ System		
Design Services		
AQ-09051-H	Design Services, HydroLogix System, Up to 60 gpm total project flow rate	\$ 3,060
Mechanical Components		
AQ100828-H	HydroLogix™ System	\$ 20,400

*Notes:

Pricing does not include freight or taxes
Pricing includes Aquatix standard system
Pricing is per each



2022 Installation Rates*

Rates apply to standard Landscape Structures and PlaySense Playground Equipment. CoolToppers® and SkyWays® Shades and custom products may incur additional installation costs.

State	Installation Rate*	State	Installation Rate*
Alabama	38%	Montana	41%
Alaska	52%	Nebraska	41%
Arizona	52%	Nevada	41%
Arkansas	38%	New Hampshire	44%
California	47%	New Jersey	46%
Colorado	44%	New Mexico	49%
Connecticut	55%	New York	52%
Delaware	44%	North Carolina	39%
Florida	44%	North Dakota	38%
Georgia	44%	Ohio	44%
Hawaii	49%	Oklahoma	39%
Idaho	38%	Oregon	41%
Illinois	49%	Pennsylvania	46%
Indiana	44%	Rhode Island	46%
Iowa	41%	South Carolina	38%
Kansas	38%	South Dakota	38%
Kentucky	44%	Tennessee	44%
Louisiana	38%	Texas	49%
Maine	46%	Utah	39%
Maryland	55%	Vermont	41%
Massachusetts	52%	Virginia	55%
Michigan	41%	Washington	46%
Minnesota	51%	West Virginia	45%
Mississippi	40%	Wisconsin	38%
Missouri	41%	Wyoming	39%

***Rates are a maximum allowable percentage under the contract.**

1. Minimum Installation Fee is \$5,000.00

2. To calculate Installation Fee:

Multiply Total List Price of Equipment x State Installation Rate = Cost of Installation

3. Prices listed above are for installation only and do not include off loading of equipment at time of delivery, storage, security, or any applicable taxes, bonds, or permits.

4. Standard Terms and Conditions for Installation apply

Landscape Stru

Recreation and

Recreation and

Recreation and

Landscape Structures Additional Products & Services

Structures Custom Quoted Products

Custom products	Q
PebbleFlex	Q
AquaFlex	Q
Replacement parts	Q

Playground Related Services

Site work
Grading
Demo/Removal Work
Concrete work
Tree removal
Drainage solutions
Safety audits
Engineered Drawings/Structural Calculations
Other miscellaneous related services

Playground Related Non-LSI Products

Poured-in-place rubber safety surfacing
Engineered wood fiber safety surfacing
Rubber safety surfacing tiles
Sand
Pea gravel
Subbase
Shelters
Site furnishings
Fencing
Other miscellaneous related products and services

Playground - Other Services

Payment and Performance Bonds	3
Learning Academy	
VIP Tours	
Welcome Sign (with qualifying playground structure orders)	

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Quoted on per Project Basis
Quoted on per Project Basis
Quoted on per Project Basis
Quoted on per Project Basis

Not to exceed cost + 25%
Not to exceed cost + 25%
Not to exceed cost + 25%
Not to exceed cost + 25%
Not to exceed cost + 25%
Not to exceed cost + 25%
Not to exceed cost + 25%
Not to exceed cost + 25%

Not to exceed cost + 25%
Not to exceed cost + 25%
Not to exceed cost + 25%
Not to exceed cost + 25%
Not to exceed cost + 25%
Not to exceed cost + 25%
Not to exceed cost + 25%
Not to exceed cost + 25%
Not to exceed cost + 25%

% of Total \$ Value Bonded
No Charge
No Charge
No Charge

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

___ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability**

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

___ **Professional Liability** (Errors and Omissions)

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

___ _____

___ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

___ **Crime Insurance**

Other:



CONTRACT EXTENSION

Contract Number: #010521-LSI

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Landscape Structures, Inc. (Vendor) 601 7th Street S., Delano, MN 55328 have entered into Contract #010521-LSI for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell
DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/23/2023 | 10:53 AM CDT

Landscape Structures, Inc.
DocuSigned by:
Fred Caslavka
By: 1A3A8D886566403...
Fred Caslavka
Title: CFO
Date: 9/25/2023 | 12:40 PM PDT