

EXHIBIT A



PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL

18-008

**NORICH PARK PLAYGROUND
REPLACEMENT PROJECT**

BIDS DUE TUESDAY, FEBRUARY 20, 2018

BY 11:00 A.M.

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INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 18-008
- Bid Type: REQUEST FOR PROPOSAL
- Bid Name: NORICH PARK PLAYGROUND REPLACEMENT PROJECT
- Bid Due Date: Tuesday, February 20, 2018
- Bid Due Time: 11:00 A.M. Central Standard Time
- Deadline for questions:
 - Date: Tuesday, February 13, 2018
 - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

DOCUMENTS MAY BE DELIVERED TO:

City of North Richland Hills
Purchasing, Attn: 18-008 NORICH PARK PLAYGROUND REPLACEMENT PROJECT
4301 City Point Drive
North Richland Hills, TX 76180

If delivering a bid packet please include **One (1) hard copy and One (1) soft copy on Flash drive.**
Submit documents in a sealed envelope with the following information marked plainly on the front:

**ATTN: PURCHASING DEPARTMENT
18-008 NORICH PARK PLAYGROUND REPLACEMENT PROJECT**

No oral explanation in regard to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. BID TIME

It shall be the responsibility of each Bidder to ensure his/her bid is turned in to the City of North Richland Hills on or before **11:00 A.M. Tuesday, February 20, 2018**. The official time shall be determined by the clock located at the switchboard in the North Richland Hills City Hall lobby. Bids received after the time stated above will be considered ineligible and returned unopened.

All attached bid documents are to be returned completely filled out, totaled, and signed. Envelopes containing bids must be *sealed*. The City of North Richland Hills will not accept any bid documents other than the attached.

2. WITHDRAWING BIDS/PROPOSALS/QUOTES

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, general conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location.

All material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or

indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contact price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

21. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

Yes, we agree

No, we do not agree

23. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

Yes, we agree

No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

24. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

“The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

Listed below are the types and amounts of insurance generally required. The City reserves the right to amend the insurance requirements or require additional types and amounts of coverages or provisions depending on the nature of the work or services to be performed.

Type of Insurance	Amount of Insurance	Provision
1. Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability f) Personal/Advertising Injury g) Medical Expense h) Fire Legal Liability i) Underground Hazard j) Explosion/Collapse Hazard k) Patent Infringement l) Copyright Law Violations	\$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30 day-notice of cancellation or material change in coverage City prefers that insurer be rated B+V1 or higher by A. M. Best or A or higher by Standard & Poors
2. Consultants, architects, engineers, Landscape design specialist, other professional services	\$500,000 Professional Liability with proof that aggregate is still available.	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$500,000 each accident	Alternate employer endorsement required
4. Comprehensive Automobile Liability Insurance, including coverage for loading and unloading hazards, for a) Owned/Leased Vehicles b) Non-Owned Vehicles c) Hired Vehicles	\$500,000 Combined single limit for bodily injury and property damage	

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Texas County of Dallas
Jason Edmundson verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of Whirlix Design, L.L.C., has submitted the attached bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.



SIGNATURE

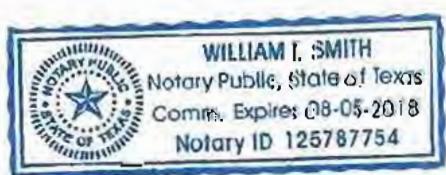
Jason Edmundson
PRINTED NAME

Subscribed and sworn to before me this

16th Day of February, 2018.

William T. Smith
NOTARY PUBLIC in and for

Dallas County, Texas.



My commission expires: 8/5/2018

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: Whirlix Design, L. L. C.
ADDRESS: 1761 International Pkwy, Ste 125
CITY, STATE & ZIP: Richardson, TX 75081
TELEPHONE: 800-975-2147
FAX: 800-975-2147
EMAIL: jedmundson@whirlix.com
SIGNATURE: 
PRINTED NAME: Jason Edmundson
DATE: February 16, 2018

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 4) Have the form notarized,
- 5) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

**Texas Building and Procurement Commission
Statewide HUB Program**
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872
<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

**North Central Texas
Regional Certification Agency**
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: _____

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ **Fax No.** _____

Email address: _____

INDICATE ALL THAT APPLY:

- Minority-Owned Business Enterprise**
- Women-Owned Business Enterprise**
- Disadvantaged Business Enterprise**

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

<https://www.ethics.state.tx.us/forms/CIQ.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no Interested parties.

2 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Whirlix Design L.L.C.

Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the farm is being filed.

City of North Richland Hills, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

18-008

Provide Playground Equipment, Safety Surfacing, & Installation Services for Norwich Park Playground Replacement Project

5 Check only if there is NO Interested Party.

1

6 UNSWORN DECLARATION

My name is Jason Edmundson, and my date of birth is 8/22/1975.
My address is 1761 International Pkwy, Ste 155, Richardson, TX, 75081, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas on the 15th day of Feb, 20 18.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

SPECIFICATIONS

**REQUEST FOR PROPOSALS (RFP) TO DESIGN, MANUFACTURE AND INSTALL PLAYGROUND
EQUIPMENT, FALL ZONE MATERIAL, AND SHADE ELEMENTS
AT NORICH PLAYGROUND**

5412 Galway Lane | North Richland Hills | TX | 76180

The City of North Richland Hills (City) is requesting proposals to design, manufacture and install playground equipment, fall zone material, and shade elements in connection with the Norich Playground Replacement and Shade Structure Project, Parks & Recreation Capital Project No. **PK1803**. The City will select one (1) Supplier to provide equipment, materials, and installation for the park as outlined in this request.

SCOPE OF PROJECT

This project consists of the design, manufacture and installation of a playground system including fall zone material and shade elements at Norich Park Playground located at 5412 Galway Lane, in North Richland Hills, Texas. Work is to include the design of a play system within the constructed play area boundaries (the play pod is illustrated in ATTACHMENT A), as well as the installation of commercial grade playground equipment, equipment footings, drainage materials, shade structures, and fall zone material. All equipment will be assembled and installed by the Supplier.

Playground Suppliers shall provide a maximum of (2) two designs for each Supplier represented for the park playground. Please fill out a separate proposal form for each design. It is not necessary to provide more than one option.

The City of North Richland Hills requires Suppliers to design a play system that meets or exceeds all current federal CPSC, ASTM, IPEMA standards and ADA requirements. The proposals shall include the costs of delivery and installation as designed, inclusive of the equipment structures, components, hardware, detailed technical installation instructions and maintenance & operations manuals from manufacturer.

Questions concerning the bid should be submitted via Public Purchase in the Question/Answer section.

The City of North Richland Hills shall be exempt for any liability for costs incurred by unsuccessful Suppliers in preparation of the proposals.

DESIGN ELEMENT GUIDELINES & PLAY SYSTEM SPECIFICATIONS

Suppliers should base their playground equipment designs on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. Quality of equipment components, quality of design, play value, cost, and appropriateness to location and target demographic must be taken into consideration in the design of the play system.

The total dollar amount allocated to the project is \$198,000.00. Any proposals showing more than the budgeted amount are subject to rejection. It should be noted, however, that the City may choose to negotiate final layout, type, colors, price, etc. with the successful supplier.

Required Items:

1. All play system elements must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines.
2. At a minimum, the play system must include either poured in place rubber surfacing or engineered wood fiber fall zone material to access all play components; both types of surfaces shall be the required minimum depths and shall include the appropriate subsurface drainage system and drainage fabric per manufacturer requirements. Concrete footings shall be installed per manufacturer requirements, as sealed by a Professional Engineer in the State of Texas, and meet all federal standards. Note that curbing, grading, and drainage currently exist for the play system. An ADA accessible concrete playground entry ramp shall be installed by others (per site plan in ATTACHMENT A).
3. This project shall be fully accessible and the components should provide play opportunity to all children and adults, regardless of ability.

Play System Features in Priority Order:

1. Provide a minimum of one structure designed for ages 2 to 5.
2. Provide a minimum of one structure designed for ages 5 to 12.
3. Provide a minimum of 4 swings. (May be a combination of swing styles)
3. Other desired elements include: stand-alone spinner element, stand-alone climbers, zip-lines, and sensory play components.

Preferred Play System Qualities:

1. All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
2. 85%-100% of the play elements shall be shaded by the structure itself or a separate shade structure provided by the supplier within this project scope. Swings may be exempt from this shade requirement.
3. Greater than 33% (approx. 2,000 sf) of the entire play area shall be shaded.
4. Structures should provide a variety of ways in which to use/traverse the equipment.

In the proposal, provide a list of the components proposed for the Norich Park Playground play system. Include structure and component model numbers, materials, color choices and recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturer's warranty and any other relevant descriptive information.

Play system design shall safely fit in the playground area as shown on the site plan (ATTACHMENT A). Suppliers are encouraged to be creative in their designs and to maximize the role of unstructured play in their proposals. Suppliers may submit proposals for non-traditional type playground structures, if desired, in whole or as components of the overall playground.

ASSEMBLY/INSTALLATION AND INSPECTION

The play system assembly and installation will be provided and managed by the Supplier. The Supplier must supply direct supervision from manufacturer or supply a qualified and certified representative familiar with playground installation. All tools and equipment required to install play equipment shall be provided by the Supplier. The Supplier will be given one hundred, twenty (120) calendar days to complete the proposed work (project timeline may be negotiated). Working days will begin as outlined in the Notice to Proceed.

It is the requirement of this RFP that Suppliers shall provide and pay for equipment installation.

A representative of the Supplier is required to conduct a post installation inspection of equipment upon completion to insure the proper installation of the equipment. If not properly installed, modifications must be submitted in writing to the City and remedied immediately. Co-inspection with the Supplier's representative of assembly and installation work will be conducted by the City following installation. The City will supply the punch list for final completion generated by this co-inspection. The Supplier shall submit to the City the manufacturer's certification of compliance and warranty following punch list completion.

Warranty: Upon completion of installation, the Supplier must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer. Additionally, it is the Supplier's responsibility to provide to the City the manufacturer's warranty of installed equipment.

COMPLIANCE

All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines. Documentation of compliance must be provided to the City with the Supplier's proposal.

All equipment must comply with Americans with Disabilities Act (ADA). The designs submitted by the Supplier must incorporate either a transfer platform or ramp in each design when necessary.

The Awarded Supplier and any subcontractors doing work on this project will be required to obtain registration with the City's Building and Inspections Division (includes an \$89 fee). All structural designs (i.e. concrete footings) must be sealed by an engineer licensed in the State of Texas. Permitting will be required and coordinated by the supplier. However, all permit fees will be waived. All laborers and mechanics employed by Supplier in performance of this construction work shall be paid wages at rates as may be required by law.

The contractor shall utilize the Tarrant County Davis-Bacon Wage Rates for Construction effective January 3, 2014 <http://www.wdol.gov/wdol/scafiles/davisbacon/TX49.dvb>.

PROPOSAL SUBMITTAL AND CONTENT

Sealed proposals must be submitted to the North Richland Hills Purchasing Department by **11:00 am CST, February 20, 2018** and must be addressed as follows:

RFP #18-008
PURCHASING
City of North Richland Hills
4301 City Point Drive
North Richland Hills, TX 76180

Proposals must include all 10 pages of the proposal form as found in this RFP, preliminary drawings for each design, specifications and pictures for each component in designs and colors available. Proposals must include a bid price for each design presented. Proposals must list the cost of the equipment, fall zone material, shade elements and labor separately (see Proposal Form, pg. 10 of 10). The City reserves the right to reject any and all proposals with or without cause, and to accept proposals which it considers most favorable.

All delivery, assembly, installation and supervision costs must be included in the proposal. Payment for equipment and materials will be sent within sixty (60) days after delivery and assembly/installation and invoicing of the play system.

All proposal amounts shall be guaranteed for not less than sixty (60) days after the proposal submittal deadline date.

Each proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of North Richland Hills, Texas, in an amount not less than ten percent (10%) of the total bid amount. The successful Supplier shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the bid amount. Workmen's Compensation, Comprehensive General Liability, and Transportation insurance and insurance certificates shall be provided by the successful Supplier.

No proposal may be withdrawn within a period of sixty (60) days after the bid opening date. Prices shall include delivery f.o.b., freight paid by the bidder to the jobsite.

The Supplier must submit Two (2) hard copies and one (1) electronic copy, on a CD or USB drive, of the proposal to the address listed above. All Proposals must comply with the specifications and guidelines provided in this document.

The City of North Richland Hills is an EEO/AA, M/F, and V/H Employer. Qualified women, veterans, minority and handicapped individuals are strongly encouraged to submit proposals.

Interested Suppliers are encouraged to sign up for automatic notifications and updates on this and other City projects by visiting <http://www.nrhtx.com/index.aspx?NID=328>.

EVALUATION AND SELECTION PROCESS

Proposals will be evaluated by a selection committee based on the following criteria:

<u>Criteria</u>	<u>Points</u>
1. ADA, ASTM, IPEMA & CPSC compliance	Yes/No
2. Willingness to Negotiate	Yes/No
3. Quality of design, play value and target demographic	0-25
4. Quality and durability of equipment	0-20
5. Uniqueness of equipment / Aesthetic Theme	0-25
6. Warranty / Maintenance	0-15
7. <u>Accessibility for All</u>	0-15
	Maximum Points: 100

Following the review and evaluation of all RFP submittals, a **Selection Meeting** will be held **the week of March 5, 2018**. The selection committee will present their ranking, selection and justification at the selection meeting. The selection meeting will result in the selection of one proposed design or an appropriate short list of proposals. An interview may also be requested to aid in the selection of a Supplier.

The award will be made to the qualified Supplier whose proposal is deemed most advantageous to the City, all factors considered. Unsuccessful Suppliers will be notified in writing as soon as possible. This RFP and **Playground site plans will be made available to Suppliers via the City website, <http://www.nrhtx.com/index.aspx?NID=320>**, starting Friday, February 19, 2018.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.008, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Whirlix Design, h.l.c.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

[Signature]
Signature of vendor doing business with the governmental entity

2/16/18
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

SPECIFICATIONS

**REQUEST FOR PROPOSALS (RFP) TO DESIGN, MANUFACTURE AND INSTALL PLAYGROUND
EQUIPMENT, FALL ZONE MATERIAL, AND SHADE ELEMENTS
AT NORICH PLAYGROUND
5412 Galway Lane | North Richland Hills | TX | 76180**

The City of North Richland Hills (City) is requesting proposals to design, manufacture and install playground equipment, fall zone material, and shade elements in connection with the Norich Playground Replacement and Shade Structure Project, Parks & Recreation Capital Project No. **PK1803**. The City will select one (1) Supplier to provide equipment, materials, and installation for the park as outlined in this request.

SCOPE OF PROJECT

This project consists of the design, manufacture and installation of a playground system including fall zone material and shade elements at Norich Park Playground located at 5412 Galway Lane, in North Richland Hills, Texas. Work is to include the design of a play system within the constructed play area boundaries (the play pod is illustrated in ATTACHMENT A), as well as the installation of commercial grade playground equipment, equipment footings, drainage materials, shade structures, and fall zone material. All equipment will be assembled and installed by the Supplier.

Playground Suppliers shall provide a maximum of (2) two designs for each Supplier represented for the park playground. Please fill out a separate proposal form for each design. It is not necessary to provide more than one option.

The City of North Richland Hills requires Suppliers to design a play system that meets or exceeds all current federal CPSC, ASTM, IPEMA standards and ADA requirements. The proposals shall include the costs of delivery and installation as designed, inclusive of the equipment structures, components, hardware, detailed technical installation instructions and maintenance & operations manuals from manufacturer.

Questions concerning the bid should be submitted via Public Purchase in the Question/Answer section.

The City of North Richland Hills shall be exempt for any liability for costs incurred by unsuccessful Suppliers in preparation of the proposals.

DESIGN ELEMENT GUIDELINES & PLAY SYSTEM SPECIFICATIONS

Suppliers should base their playground equipment designs on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. Quality of equipment components, quality of design, play value, cost, and appropriateness to location and target demographic must be taken into consideration in the design of the play system.

The total dollar amount allocated to the project is \$198,000.00. Any proposals showing more than the budgeted amount are subject to rejection. It should be noted, however, that the City may choose to negotiate final layout, type, colors, price, etc. with the successful supplier.

Required Items:

1. All play system elements must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines.
2. At a minimum, the play system must include either poured in place rubber surfacing or engineered wood fiber fall zone material to access all play components; both types of surfaces shall be the required minimum depths and shall include the appropriate subsurface drainage system and drainage fabric per manufacturer requirements. Concrete footings shall be installed per manufacturer requirements, as sealed by a Professional Engineer in the State of Texas, and meet all federal standards. Note that curbing, grading, and drainage currently exist for the play system. An ADA accessible concrete playground entry ramp shall be installed by others (per site plan in ATTACHMENT A).
3. This project shall be fully accessible and the components should provide play opportunity to all children and adults, regardless of ability.

Play System Features in Priority Order:

1. Provide a minimum of one structure designed for ages 2 to 5.
2. Provide a minimum of one structure designed for ages 5 to 12.
3. Provide a minimum of 4 swings. (May be a combination of swing styles)
3. Other desired elements include: stand-alone spinner element, stand-alone climbers, zip-lines, and sensory play components.

Preferred Play System Qualities:

1. All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
2. 85%-100% of the play elements shall be shaded by the structure itself or a separate shade structure provided by the supplier within this project scope. Swings may be exempt from this shade requirement.
3. Greater than 33% (approx. 2,000 sf) of the entire play area shall be shaded.
4. Structures should provide a variety of ways in which to use/traverse the equipment.

In the proposal, provide a list of the components proposed for the Norich Park Playground play system. Include structure and component model numbers, materials, color choices and recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturer's warranty and any other relevant descriptive information.

Play system design shall safely fit in the playground area as shown on the site plan (ATTACHMENT A). Suppliers are encouraged to be creative in their designs and to maximize the role of unstructured play in their proposals. Suppliers may submit proposals for non-traditional type playground structures, if desired, in whole or as components of the overall playground.

ASSEMBLY/INSTALLATION AND INSPECTION

The play system assembly and installation will be provided and managed by the Supplier. The Supplier must supply direct supervision from manufacturer or supply a qualified and certified representative familiar with playground installation. All tools and equipment required to install play equipment shall be provided by the Supplier. The Supplier will be given one hundred, twenty (120) calendar days to complete the proposed work (project timeline may be negotiated). Working days will begin as outlined in the Notice to Proceed.

It is the requirement of this RFP that Suppliers shall provide and pay for equipment installation.

A representative of the Supplier is required to conduct a post installation inspection of equipment upon completion to insure the proper installation of the equipment. If not properly installed, modifications must be submitted in writing to the City and remedied immediately. Co-inspection with the Supplier's representative of assembly and installation work will be conducted by the City following installation. The City will supply the punch list for final completion generated by this co-inspection. The Supplier shall submit to the City the manufacturer's certification of compliance and warranty following punch list completion.

Warranty: Upon completion of installation, the Supplier must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer. Additionally, it is the Supplier's responsibility to provide to the City the manufacturer's warranty of installed equipment.

COMPLIANCE

All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines. Documentation of compliance must be provided to the City with the Supplier's proposal.

All equipment must comply with Americans with Disabilities Act (ADA). The designs submitted by the Supplier must incorporate either a transfer platform or ramp in each design when necessary.

The Awarded Supplier and any subcontractors doing work on this project will be required to obtain registration with the City's Building and Inspections Division (includes an \$89 fee). All structural designs (i.e. concrete footings) must be sealed by an engineer licensed in the State of Texas. Permitting will be required and coordinated by the supplier. However, all permit fees will be waived. All laborers and mechanics employed by Supplier in performance of this construction work shall be paid wages at rates as may be required by law.

The contractor shall utilize the Tarrant County Davis-Bacon Wage Rates for Construction effective January 3, 2014 <http://www.wdol.gov/wdol/scafles/davisbacon/TX49.dvb>.

PROPOSAL SUBMITTAL AND CONTENT

Sealed proposals must be submitted to the North Richland Hills Purchasing Department by **11:00 am CST, February 20, 2018** and must be addressed as follows:

RFP #18-008
PURCHASING
City of North Richland Hills
4301 City Point Drive
North Richland Hills, TX 76180

Proposals must include all 10 pages of the proposal form as found in this RFP, preliminary drawings for each design, specifications and pictures for each component in designs and colors available. Proposals must include a bid price for each design presented. Proposals must list the cost of the equipment, fall zone material, shade elements and labor separately (see Proposal Form, pg. 10 of 10). The City reserves the right to reject any and all proposals with or without cause, and to accept proposals which it considers most favorable.

All delivery, assembly, installation and supervision costs must be included in the proposal. Payment for equipment and materials will be sent within sixty (60) days after delivery and assembly/installation and invoicing of the play system.

All proposal amounts shall be guaranteed for not less than sixty (60) days after the proposal submittal deadline date.

Each proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of North Richland Hills, Texas, in an amount not less than ten percent (10%) of the total bid amount. The successful Supplier shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the bid amount. Workmen's Compensation, Comprehensive General Liability, and Transportation insurance and insurance certificates shall be provided by the successful Supplier.

No proposal may be withdrawn within a period of sixty (60) days after the bid opening date. Prices shall include delivery f.o.b., freight paid by the bidder to the jobsite.

The Supplier must submit Two (2) hard copies and one (1) electronic copy, on a CD or USB drive, of the proposal to the address listed above. All Proposals must comply with the specifications and guidelines provided in this document.

The City of North Richland Hills is an EEO/AA, M/F, and V/H Employer. Qualified women, veterans, minority and handicapped individuals are strongly encouraged to submit proposals.

Interested Suppliers are encouraged to sign up for automatic notifications and updates on this and other City projects by visiting <http://www.nrhtx.com/index.aspx?NID=328>.

EVALUATION AND SELECTION PROCESS

Proposals will be evaluated by a selection committee based on the following criteria:

<u>Criteria</u>	<u>Points</u>
1. ADA, ASTM, IPEMA & CPSC compliance	Yes/No
2. Willingness to Negotiate	Yes/No
3. Quality of design, play value and target demographic	0-25
4. Quality and durability of equipment	0-20
5. Uniqueness of equipment / Aesthetic Theme	0-25
6. Warranty / Maintenance	0-15
7. <u>Accessibility for All</u>	0-15

Maximum Points: 100

Following the review and evaluation of all RFP submittals, a Selection Meeting will be held the week of March 5, 2018. The selection committee will present their ranking, selection and justification at the selection meeting. The selection meeting will result in the selection of one proposed design or an appropriate short list of proposals. An interview may also be requested to aid in the selection of a Supplier.

The award will be made to the qualified Supplier whose proposal is deemed most advantageous to the City, all factors considered. Unsuccessful Suppliers will be notified in writing as soon as possible. This RFP and Playground site plans will be made available to Suppliers via the City website, <http://www.nrhtx.com/index.aspx?NID=320>, starting Friday, February 19, 2018.

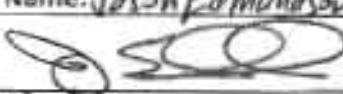
BIDDER'S DECLARATION

We, the undersigned have carefully examined the RFP and all addenda and herewith forming part of this proposal submission and have carefully examined the work sites and all requirements of this RFP. We, the undersigned understand and accept the said RFP, and, for the prices set forth in our proposal, hereby offer to perform all work with our own labor, equipment, tools, apparatus and other means of work, and to complete the work in strict accordance with this RFP;

And have submitted our proposal at rates that include all labor, materials, overhead and profit to comply with the RFP requirements and specifications and further agree that We, shall not be entitled to any payments, except by the prices as stated herein; and further agree to furnish the required Insurance documentation in accordance with this RFP and to properly complete the work within the time stated herein; and declare that no person, firm or corporation other than whose signature or signatures of whose proper officers and the seal is or are attached below, has any interest in this RFP or in the work proposed to be taken and that our proposal submission is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a proposal for the same work and is all respects fair and without collusion or fraud;

And if our proposal submission is accepted by the City, we will complete whatever additional work that may be required at the prices stated herein, in strict conformity and in all respects with the requirements of this RFP in all respects. We further acknowledge that we have received Addendum/ Addenda No. ___ to ___ inclusive, and that all changes specified in the Addendum/ Addenda have been included in the prices submitted. We further agree to complete all of the work and services as specified in this RFP at the prices stated to the satisfaction of the City of North Richland Hills.

We further agree that our proposal submission is to continue open to acceptance and irrevocable until a Purchase order has been issued by the City for the said work, and that, within 90 (ninety) calendar days of closing date, the City may accept our proposal for the prices stated on page 10 of 10 of the Proposal Form of this RFP, which is within the maximum budget provided.

Company Name	Whirlix Design, L.L.C.
Address, Street & Number	1761 International Pkwy, STE 125
Address, City, Province, Postal Code	Richardson, TX 75081
Telephone & Fax Numbers	Tel: 8009752147 Fax: 8009752147
E-mail Address	j.edmundson@whirlix.com
Name of Signing Officer / Title	Name: Jason Edmundson Title: President
Signature of Signing Officer	
I have authority to bind the company	
Date Signed	February 16, 2018

By Signing above, the Signing Officer authorizes that he / she has the authority to bind the company.

PROPOSAL FORM: 2 of 10

TEAM-

Indicate all members of the proponent team. This includes all companies who will be involved in the project with the key individuals.

Lead company for proponent team	Whirlix Design, L.L.C.
Responsibilities of lead company	Design, order and coordinate delivery of play equipment and safety surfacing. Coordinate installation of equipment and surfacing.
Name of project manager for lead company	Steve Main, Business Development Manager
Years of experience as a project manager of similar work	3
Other key individuals for lead company and responsibilities	Jason Edmundson, President Tom Smith, Inside Support Tiffany Foret, Office Manager
Name of sub-contractors required to complete work as proposed. Indicate scope of work for sub-contractor and key individuals with the company.	Adults In The Park Play Equipment and Safety Surfacing Installation Michael Spillman, Project Manager
Indicate the number of similar playground projects completed by this proponent team as proposed.	25

EXPERIENCE-

Provide references of other projects completed of a similar nature as the scope of this RFP. Do not reference any projects completed where the City of North Richland Hills has been the Client. Proponents may include photographs to better explain reference project. In doing so, please ensure that photographs identify reference projects.

Reference #1			
Client:	CITY OF RICHLAND HILLS	Location:	KATE BAKER PARK 3555 VANCEWOOD RH, TX 76118
Client Project Manager:	JASON NOURSE	Client Project Manager Phone No.	817-616-3745
Year of Completion:	2016	Approximate Value:	EQUIP & INSTALL \$143K
Size of playground area (in Square Feet)	6000 SF	Approximate time to construct:	2 1/2 WKS.
Provide any additional information to describe project including team members.	STEVE MAIN, WHIRLIX		

Reference #2			
Client:	HILLWOOD COMMUNITIES	Location:	HARVEST ARGYLE, TX
Client Project Manager:	QUINCY CROW DEVEL. MGR.	Client Project Manager Phone No.	214-777-4379
Year of Completion:	2016	Approximate Value:	EQUIP & INSTALL. \$83K
Size of playground area (in Square Feet)	4200 SF	Approximate time to construct:	2 WEEKS
Provide any additional information to describe project including team members.	STEVE MAIN, WHIRLIX		

EXPERIENCE (continued)-

Reference #3			
Client:	City of Little Elm Little Elm Park	Location:	701 W Eldorado Little Elm, TX 75068
Client Project Manager:	Chad Hyde, Park Dir	Client Project Manager Phone No.	972-731-3296
Year of Completion:	2015	Approximate Value:	\$500,000
Size of playground area (in Square Feet)	10,260	Approximate time to construct:	6 Weeks
Provide any additional information to describe project including team members.	First installation of Skyways by Landscape Structures fabric shade canopy. Greg Hawkins - Design Consultant		

Project Time-Line

Indicate the amount of time necessary to complete the project.

Indicate the number of business days to secure all material components from the date of order.	4 Weeks
Indicate the number of business days required to complete construction of works outlined in the proposal.	2 Weeks
Indicate ability to meet project time-line as per request for proposal.	We will work with City to meet schedule.

CRITERIA-

1. This proposal, in its entirety, is in compliance with the ADA, ASTM, IPEMA & CPSC requirements and regulations

YES

NO

2. We are willing to negotiate project scope and terms with the City

YES

NO

3. Quality of Design, Play Value and Target Demographic
(Points Available: 25)

Provide information about what kind of experience playground users will have with your proposal. Higher points will go to proponents that can provide for a wide variety of play experiences for all age groups and abilities.

DESIGN 111970-1-2

Total Number of play features (all types)	36
Number of overhead play features	1
Number of climbing features (not overhead)	7
Number of slides and sizes/heights	56"; 96" (2)
Number of elevated play features	18
% of total play elements protected by shade	85%
Number of ground level play features	20
Briefly explain how your proposal provides for a high level of play value. Include references to any special play features that should be highlighted.	CHALLENGING ASSEMBLY OF CLIMBING CABLES CREATES FUN SAFE EXPERIENCE WITH VARIOUS PLAY BOOSTER COMPONENTS TO SPIN, SLIDE OR SWING.
Provide a detailed plan layout of the playground design. The plan shall clearly illustrate all features being proposed.	

CRITERIA (Continued)-

4. Quality and durability of equipment
 (Points Available: 20)

The materials, manufacturing and paint systems used by playground manufacturers vary. Proponents shall clearly indicate the different components and what systems are used. Higher points will be awarded to proposals that demonstrate a high level of quality in all aspects of the playground equipment and materials used on this project.

State the manufacturer's name, and product line(s) of the play equipment, fail material, and shade components	LANDSCAPE STRUCTURES SKYWAYS, DIV. OF LANDSCAPE STRUCTURES FIBAR	State the number of years that the manufacturers have been operating in Texas.	LSI 30+ yrs. SKYWAYS 2+ yrs. FIBAR 25+ yrs.
Provide a brief description of the materials used to comprise key components. (Posts, decks, rails, etc...)	REFERENCE ATTACHED SPECIFICATIONS		
Provide a brief description of any special manufacturing systems.	"		
Provide a brief description of paint system to be used on play features.	"		
Provide a brief description of concrete foundation system.	SEE ATTACHED SPECIFICATIONS		

CRITERIA (Continued)-

5. Uniqueness of equipment/Aesthetic Theme
(Points Available: 25)

Provide information on the appearance of the proposed playground equipment. Demonstrate through text as well as illustrations/renderings how your playground design is pleasing to the eye. Higher points will be provided to the proposal that demonstrates a great aesthetic that is inviting to the public and makes sense in the surroundings.

Provide a brief description of the overall aesthetic intension/theme provided. Describe any custom features of the design.	FUN, CHALLENGING EXPERIENCE WITH STRENGTH & DEVELOPMENTAL ACTIVITIES. CONTINUOUS PLAY DESIGN INVITES PARTICIPANTS TO BEGIN NEW ADVENTURES ON EACH VISIT.
State any special fit & finish details of the playground equipment that adds to the aesthetic.	PROSHTED @ SEE ATTACHED SPECIFICATIONS
Provide playground proposal renderings, illustrations, photographs as necessary to convey your design.	
Provide a color selection palette to illustrate color options.	

CRITERIA (Continued)-

6. Warranty / Maintenance
(Points Available: 15)

Provide information on the warranty period for various aspects of the playground equipment, shade and fall material proposed. Higher points will be given to proponents that offer the longest and most comprehensive warranty. The detailed terms and conditions of the warranties may be provided on a separate sheet.

State the manufacturer's warranty period for structural components (posts, decks, etc...)	REFERENCE ATTACHED WARRANTIES
State the manufacturer's warranty period for various types of play features	〃
State the manufacturer's warranty period for all shade structure components	〃
State the manufacturer's warranty period for fall surface material and <u>routine</u> <u>maintenance</u> necessary to prolong the life of the material.	〃

CRITERIA (Continued)-

7. Accessibility for All
(Points Available: 15)

The design of the playground area(s) shall have accessible components. Proponents shall make full use of the accessible site. Higher marks will go to proponents that can incorporate fully accessible features within the design. Note, accessibility is meant in a broad and universal meaning and is not limited to only those who are mobility impaired.

DESIGN 111970 -1-2

Number of components with accessible features and experiences.	36
Briefly describe accessible features and experiences with your playground equipment proposal.	<p>ON NISPIN - EASY TO ACCESS FROM WHEELCHAIR / WALKER.</p> <p>COZY DOME - CLIMBER ON OUTSIDE, QUIET SAFE SPACE INSIDE.</p> <p>SMARTPLAY MOTION : 16 INTERACTIVE ACTIVITIES ADDRESSING 6 DEVELOPMENTALLY-APPROPRIATE SKILLS.</p> <p>NOTE 2D DRAWINGS LIST TOTAL COMPONENT INFO & IPEMA CERT.</p>

PRICE

State the lump sum price (excluding all sales taxes) to supply and install the playground equipment, fall surface material(s), and shade components as per the terms of the request for proposal and your proposal. The maximum budget for Norich Park Playground is \$198,000.00. Failure to meet this budget may result in proposal disqualification. The City may entertain phasing opportunities with the successful proponent but is not interested in seeing elements that do not fit within this budget at this time. Therefore, please do not include or show any illustrations, etc. that would represent a cost over the allowable budget.

Proposal Price:

DESIGN 111970-1-2

Price to design, manufacture, and install new playground equipment	\$ 133900.00
Price to install fall zone material INCL. MATERIAL	\$ 24100.00
Price to install shade components INCL. SHADES	\$ 40000.00

BID AS ALL OR NONE

Component List

Date: 02/16/2018
By: nhall

Rep Organization: Whirlix Design LLC
Design No: 111970-1-2
Contact Person: Steve Main/214-629-2832/smain@whirlix.com

Project Title: Norich Park Playground

Location: North Richland Hills, TX

Smart Play® (2-5 years)

QTY	NO.	DESCRIPTION				
-----	-----	-------------	--	--	--	--

Freestanding Play

Motion & More Fun

1 152179A Saddle Spinner DB 12" Height

Sensory Play

1 168099A Cozy Dome DB

Shade

1 237666G SkyWays Hip 20'x20' Shade
12' Roof Height w/Rapid Release¹

Signs

1 182503A Welcome Sign (LSI Provided)
Ages 2-5 years Direct Bury

Swings

1 221292A 5" Arch Swing Frame
8' Beam Height Only

1 221293A 5" Arch Swing Frame
Additional Bay 8' Beam Height Only

2 174018A Belt Seat
ProGuard Chains for 8' Beam Height

1 237294A Friendship Swing w/5" Arch Frame
Additional Bay
ProGuard Chains

2 176038A Full Bucket Seat
ProGuard Chains for 8' Beam Height

Smart Play®

Ages 2-5 Yrs

1 197057C Motion w/Play Table DB

PlayBooster® (5-12 years)

QTY	NO.	DESCRIPTION				
-----	-----	-------------	--	--	--	--

Freestanding Play

Motion & More Fun

1 164075B Double Bobble Rider DB

1 173591A OmniSpin Spinner Surface Mount¹

1 164074B Single Bobble Rider DB

1 155077A Stand-Up Spinner DB Only

1 205800A TopsyTurny Spinner
42" Bury DB Only¹

Component List

Date:02/16/2018
By:nhall

Rep Organization: Whirlix Design LLC Design No: 111970-1-2
Contact Person: Steve Main/214-629-2832/smain@whirlix.com

Project Title: Norich Park Playground

Location: North Richland Hills, TX

PlayBooster® (5-12 years)		
QTY	NO.	DESCRIPTION
Shade		
1	215188D	SkyWays Hip 40'x50' Shade 14' Roof Height ¹
Signs		
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury
PlayBooster® Bridges & Ramps		
1	193171C	SwiggleKnots Bridge w/o Deck Connections DB Only
Climbers Other		
1	219509B	GeoPlex Climber 72"Dk
Climbers W/Permalene Handholds		
1	229828D	Chimney Climb Across (Cable) 96"Dk 24"Dk Difference DB Only
1	152908C	Deck Link w/Handrails Permalene infill panel 3 Steps
1	229832A	Dot-to-Dot Climber
1	176080A	Logo Climber 64"Dk DB
Decks		
2	122197A	90* Triangular Tenderdeck
2	121948A	Kick Plate 8"Rise
1	111228A	Square Tenderdeck
1	185852A	Transfer Step w/2 Handloops DB
3	111231A	Triangular Tenderdeck
1	121949A	Tri-Deck Kick Plate 8"Rise
Enclosures		
1	164094B	Bongo Reach Panel Ground Level
1	173565A	Xylofun Panel Above Deck
Mainstructures		
1	193168A	Netplex 7-Post No Roof Steel Posts and DB Only
1	193175A	Skyport Climber for 7-Post Mainstructure DB Only
Motion & More Fun		
1	193176A	Boogie Board DB Only
1	111357A	Chinning Bar Alum DB
1	120901A	Grab Bar

Component List

Date:02/16/2018
By:nhall

Rep Organization: Whirlix Design LLC Design No: 111970-1-2
Contact Person: Steve Main/214-629-2832/smain@whirlix.com

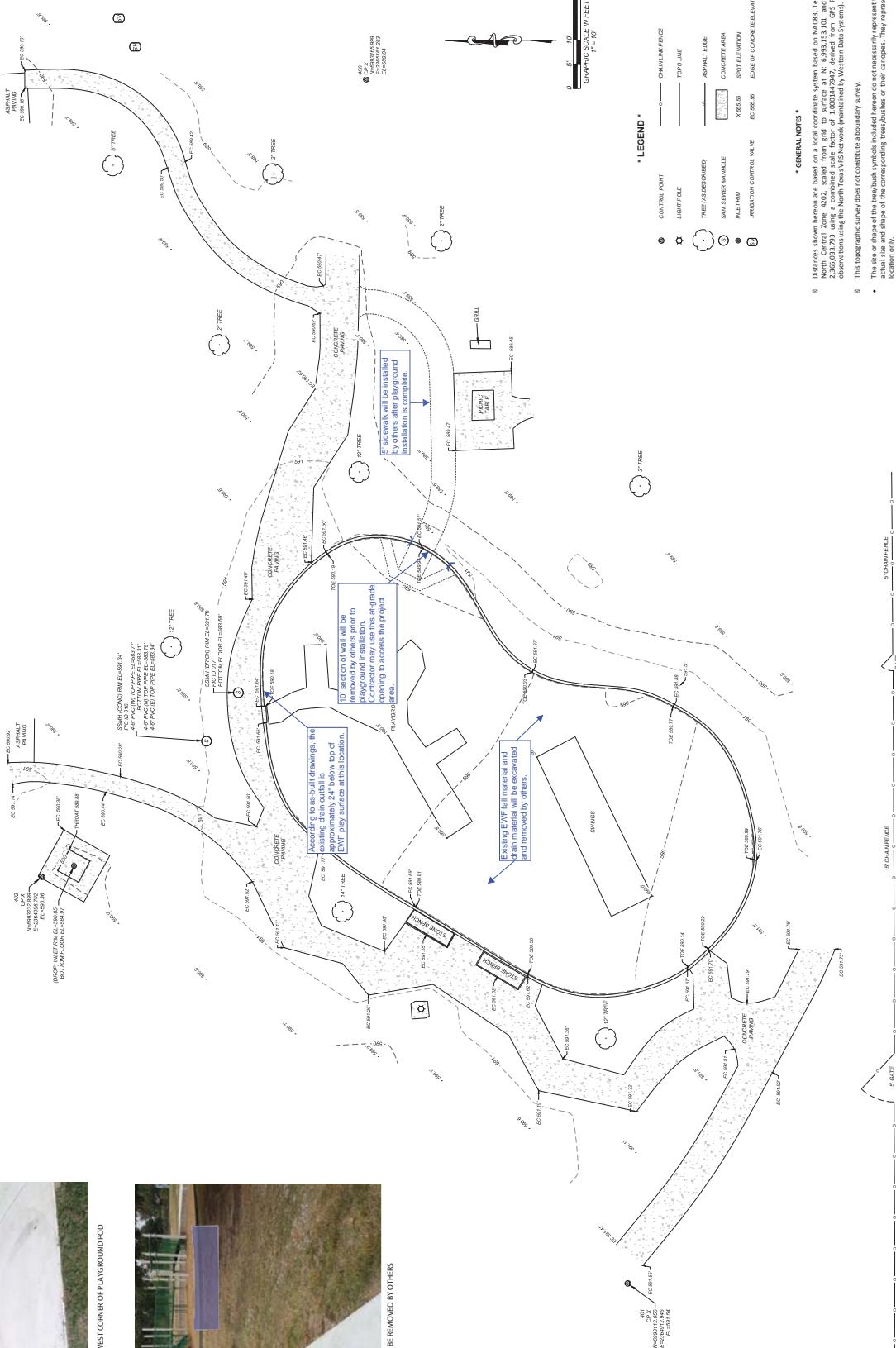
Project Title: Norich Park Playground

Location: North Richland Hills, TX

PlayBooster® (5-12 years)			
QTY	NO.	DESCRIPTION	
Overhead Events			
1	193170A	LolliLadder w/2 E-Pods	
Posts			
2	111404G	100"Alum Post DB	
1	111404E	116"Alum Post DB	
1	111404D	124"Alum Post DB	
1	111404C	132"Alum Post DB	
1	111404B	140"Alum Post DB	
1	111404N	140"Steel Post DB 42" BURY	
1	111404A	148"Alum Post DB	
5	111404Z	182"Steel Post DB (44" Bury)	
1	111404H	92"Alum Post DB	
Slides			
1	124863D	SlideWinder2 56"Dk DB 2 Right	
1	222708B	WhooshWinder Slide 96"Dk DB ¹	

SUMMARY	CONCRETE (cu-ft)	FOOTINGS (count)	LABOR (man-hours)	WEIGHT (lb)
Smart Play® (2-5 years) PHASE-1	60.4	45	54.3	2,637.0
PlayBooster® (5-12 years) PHASE-1	130.4	51	119.0	13,030.0

ATTACHMENT A



- **GENERAL NOTES**
- W Northern Alberta Rivers are at a local coordinate system based on NGRS 3. Ticks 2,400, 2,402, scaled from a factor of 1.000047497, derived from GPS and L1, 2,363,33.93 using a combined scale factor of 1.000047497, derived from GPS and L1 observations using the North Texas VERTNet maintained in Western Data System. RTK This topographic survey does not contain a boundary survey.
- The size or shape of the area shown on this map is not to scale. It is a sketch map for field use only. It is not a legal map. It is the property of the Surveyor General of the Province of Alberta.
- The data shown on this map is preliminary and subject to change.

City of North Richland Hills Personnel Policies and Procedures Manual
September 2017 Update
Chapter 22 General Provisions

INTERNAL ETHICS AND COMPLIANCE

1. Purpose

The purpose of this policy is to establish procedures and guidelines to adopt and enforce an internal ethics and compliance program pursuant to and in accordance with Title 43 Texas Administrative Code, Section 10.51.

2. Policy

It is the policy of the City of North Richland Hills (the “City”) to promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

3. Oversight of Compliance with Standards and Procedures

The Chief of Police and the Human Resources Director are charged with monitoring compliance within the City and taking appropriate action in response to compliance related complaints. These employees, along with the Finance Director, are responsible for oversight of financial reports and establishing and maintaining an adequate internal control structure with appropriate checks and balances.

4. Appropriate Care in Delegation of Substantial Discretionary Authority

Criminal background checks are conducted for all employees prior to being hired. All job offers are conditioned upon the applicant passing all medical examinations, drug tests, reference checks and criminal background investigations.

5. Communication and Training on Compliance Standards and Procedures

a. Employees. A copy of this Ethics and Compliance Policy, including any amendments and all related documents will be made available to all City employees. Training on the Ethics and Compliance Program will be held during orientation for new employees and annually thereafter during the all-staff training for all employees. Each employee will sign a document, either written or electronically, acknowledging receipt and understanding of the policy's requirements and on ethical behavior generally.

b. City Council Members. All City Council members will receive annual training on this policy and the Internal Ethics and Compliance program.

c. City Management. City management will participate in ethics training annually and in the compliance program and ethical behavior generally.

d. City Agents. The Finance Director, in conjunction with the appropriate Department Director managing the services of the agent, shall be responsible for notifying all City agents of the Ethics and Compliance Policy, and expectations of ethical behavior and compliance with the law. For purposes of this policy, agents shall include community

partners, contractors that do business on behalf of the City, and volunteers. Information on the policy may be distributed through written materials, electronic communication or verbal communication.

6. Auditing, Monitoring and Reporting Non-compliance

a. Internal Audit and Monitoring. The Budget Director, or designee, shall conduct annual internal audits and other risk evaluations to monitor compliance and assist in the reduction of identified problem areas. These auditing activities will focus on compliance with specific rules and policies that have been identified by the Government Accounting Standards Board as high risk areas.

b. Reporting Non-compliance. It is the City's desire to identify and address incidents of misconduct in an expeditious manner. Employees are required to immediately report any suspicion of non-compliance with the law or unethical behavior to the Human Resources Director, or to the employee's immediate supervisor. If uncomfortable in reporting directly, employees can, and are encouraged to, submit an anonymous sealed letter to make reports anonymously to the Human Resources Director. All reports made are taken seriously and handled confidentially as allowed by law. Employees who report suspected non-compliance with the law or unethical behavior can do so without fear of retaliation.

7. Enforcement of Compliance Standards and Procedures

Any employee who violates the City's ethics policy and internal compliance program shall be subject to disciplinary action, up to and including termination, as well as applicable civil or criminal penalties. The Chief of Police shall be responsible for periodically assessing the risk of criminal conduct within the organization. The Human Resources Director shall be responsible for providing training on the Internal Ethics and Compliance Policy, and reviewing and updating the policy.

8. Code of Conduct

This policy prescribes the standards of ethical conduct for all City employees, elected officials, and those doing business with the City of North Richland Hills, which are governed by the following:

- a. Code of Ordinances, City Charter, Chapter 2, Article II, Section 2-32, Code of Conduct
- b. Code of Ordinances, Article XVIII, Section 13, Ethics
- c. North Richland Hills Code of Ethics
- d. North Richland Hills Ethics in Procurement Policy
- e. Vendor Disclosure and Conflict of Interest Requirements

All employees must familiarize themselves with this policy. All employees must abide by applicable federal and state laws, administrative rules, and this ethics policy. Any employee who violates any provision of this conduct policy is subject to disciplinary action up to and including termination. Any employee who violates any applicable

federal or state law or rule may be subject to civil or criminal penalties in addition to any disciplinary action.

All employees shall perform their official duties in a lawful, professional and ethical manner; practice responsible stewardship of organizational resources, and report any conduct or activity that he or she believes to be in violation of this policy. Employees shall not knowingly make false or misleading statements, oral or written, in reporting violations of this policy. Employees shall not disclose confidential or sensitive information related to City business without prior written consent from City management.

9. Effective Date

This policy shall go into effect immediately upon approval by the City Manager.

APPROVED:

Mark Hindman
Mark Hindman, City Manager

Date: 09/27/2017

RECOMMENDED:

1 PH
Patrick Hillis, Human Resources Director

JP
Jimmy Perdue, Chief of Police



Norich Park Playground Replacement Project
North Richland Hills, Texas

RFP 18-008

**ADDENDUM NO. 2
TO THE DESIGN ELEMENT GUIDELINES & PLAY SYSTEM SPECIFICATIONS**

February 6, 2018

**A. REVISE REQUIRED SQUARE FOOTAGE OF SHADE REQUIREMENTS WITHIN
DESIGN ELEMENT GUIDELINES & PLAY SYSTEM SPECIFICATIONS (pg.18)**

DESIGN ELEMENT GUIDELINES & PLAY SYSTEM SPECIFICATIONS (pg.18)

Preferred Play System Qualities:

A. REVISE ITEM #3 AS FOLLOWS...

Greater than ~~33%~~ (approx. 2,000 sf) 1,500 sf of the entire play area shall be shaded.

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR BID.

Acknowledge receipt of this addendum by inserting these pages with your bid.

This addendum form is a part of the contract documents and it so modifies, amends, deletes and/or adds to the original bid document.

Name and Address of Company:

FAX: _____

Authorized Representative:

Signature: _____

Name: _____

Title: _____

Phone: _____

Email: _____



Norich Park Playground

Model Information

North Richland Hills, TX

February 19, 2018
PLAY® (2-5 YEARS)

111970-1-2 SMART



Motion



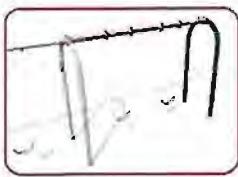
Cozy Dome®



Saddle Spinner



5' Arch Swing Frame



5' Arch Swing Frame Additional Bay



Belt Seat w/Chains



Friendship™ Swing w/5' Arch Swing Frame Additional Bay



Full Bucket Seat w/Chains



SkyWays® Hip (20'x20') Shade

Better playgrounds.
Better world.™
playlsi.com

Proudly presented by:

Whirlix
Always in Motion



Norich Park Playground

Model Information

North Richland Hills, TX

February 19, 2018

111970-1-2

PLAYBOOSTER® (5-12 YEARS)



SlideWinder2®



WhooshWinder® Slide



Chimney Climb Across™ 24" Deck Difference (Cable)



Deck Link w/Permalene® Panels



Dot-to-Dot Climber



Logo Climber



GeoPlex® Climber



LolliLadder™ w/E-Pods



SwiggleKnots™ Bridge

Better playgrounds.
Better world.™
playlsi.com

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Always in Motion



Norich Park Playground

Model Information

North Richland Hills, TX February 19, 2018
PLAYBOOSTER® (5-12 YEARS)

111970-1-2



Bongo Reach Panel



Xylofun Panel®



Boogie Board™



Chinning/Turning Bar



Grab Bar



Netplex® 7-Post



Skyport™ Climber



Bobble Rider™, Double



Bobble Rider™, Single

Better playgrounds.
Better world.™
playlsi.com

Proudly presented by:

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Always in Motion





Norich Park Playground

Model Information

North Richland Hills, TX February 19, 2018 PLAYBOOSTER® (5-12 YEARS)

111970-1-2



OmniSpin® Spinner



Stand-Up Spinner



TopsyTurny® Spinner



SkyWays® Hip (40'x50') Shade

Better playgrounds.
Better world.™
playlsi.com

Proudly presented by:

Whirlix
Always in Motion





Norich Park Playground

Color Information

North Richland Hills, TX

February 19, 2018
PLAY® (2-5 YEARS)

111970-1-2 SMA

ProShield® Finish

Posts/Arches

Lagoon, Sky, Peacock, Grass, Buttercup, Berry, Carbon, Dune, Metallic Silver, Limon, Leaf, Green, Pine Green, Blue, Denim, Plum, Cranberry Red, Red, Orange, Tangerine, Yellow, White, Vanilla, Tan, Acorn, Brown, Black, Cool Silver, Purple, Maroon, Paprika

Play Components

Lagoon, Sky, Peacock, Grass, Buttercup, Berry, Carbon, Dune, Metallic Silver, Limon, Leaf, Green, Pine Green, Blue, Denim, Plum, Cranberry Red, Red, Orange, Tangerine, Yellow, White, Vanilla, Tan, Acorn, Brown, Black, Cool Silver, Purple, Maroon, Paprika

152179

197057

Saddle Spinner DB 12"Height

Motion w/Play Table DB

Polyethylene

Slides/Tunnels/Gliders/E-Pods™

Limon, Leaf, Green, Blue, Denim, Gray, Buttercup, Brick, Red, Lagoon, Tangerine, Tan, Acorn, Granite

152179

168099

197057

Saddle Spinner DB 12"Height

Cozy Dome DB

Motion w/Play Table DB

Permalene®

Primary Permalene

Recycled Gray w/Black, Recycled Lagoon w/Black, Recycled Grass w/Black, Recycled Limon w/Black, Recycled Leaf w/Black, Recycled Sky w/Black, Recycled Green w/Black, Recycled Blue w/Black, Recycled Buttercup w/Black, Recycled Denim w/Black, Recycled Brick w/Black, Recycled Red w/Black, Recycled Tangerine w/Black, Recycled Yellow w/Black, Recycled Tan w/Black, Recycled Acorn w/Black

197057

Motion w/Play Table DB

Secondary Permalene

Recycled Gray w/Black, Recycled Lagoon w/Black, Recycled Grass w/Black, Recycled Limon w/Black, Recycled Leaf w/Black, Recycled Sky w/Black, Recycled





Norich Park Playground

Color Information

North Richland Hills, TX

February 19, 2018
PLAY® (2-5 YEARS)

111970-1-2 SMA

Green w/Black, Recycled Blue w/Black, Recycled Buttercup w/Black, Recycled Denim w/Black, Recycled Brick w/Black, Recycled Red w/Black, Recycled Tangerine w/Black, Recycled Yellow w/Black, Recycled Tan w/Black, Recycled Acorn w/Black

197057

Motion w/Play Table DB

Tertiary Permalene

Recycled Gray w/Black, Recycled Lagoon w/Black, Recycled Grass w/Black, Recycled Limon w/Black, Recycled Leaf w/Black, Recycled Sky w/Black, Recycled Green w/Black, Recycled Blue w/Black, Recycled Buttercup w/Black, Recycled Denim w/Black, Recycled Brick w/Black, Recycled Red w/Black, Recycled Tangerine w/Black, Recycled Yellow w/Black, Recycled Tan w/Black, Recycled Acorn w/Black

197057

Motion w/Play Table DB

Swings

Posts

Lagoon, Sky, Peacock, Grass, Buttercup, Berry, Carbon, Dune, Metallic Silver, Limon, Leaf, Green, Pine Green, Blue, Denim, Plum, Cranberry Red, Red, Orange, Tangerine, Yellow, White, Vanilla, Tan, Acorn, Brown, Black, Cool Silver, Purple, Maroon, Paprika

221292

5" Arch Swing Frame 8' Beam Height Only

221293

5" Arch Swing Frame Additional Bay 8' Beam Height Only

237294

Friendship Swing w/5" Arch Frame Additional Bay ProGuard Chains

Beams

Lagoon, Sky, Peacock, Grass, Buttercup, Berry, Carbon, Dune, Metallic Silver, Limon, Leaf, Green, Pine Green, Blue, Denim, Plum, Cranberry Red, Red, Orange, Tangerine, Yellow, White, Vanilla, Tan, Acorn, Brown, Black, Cool Silver, Purple, Maroon, Paprika

221292

5" Arch Swing Frame 8' Beam Height Only

221293

5" Arch Swing Frame Additional Bay 8' Beam Height Only





Norich Park Playground

Color Information

North Richland Hills, TX

February 19, 2018

111970-1-2 SMA

PLAY® (2-5 YEARS)

237294

Friendship Swing w/5" Arch Frame Additional Bay
ProGuard Chains

Clamps

Lagoon, Sky, Peacock, Grass, Buttercup, Berry, Carbon,
Dune, Metallic Silver, Limon, Leaf, Green, Pine Green,
Blue, Denim, Plum, Cranberry Red, Red, Orange,
Tangerine, Yellow, White, Vanilla, Tan, Acorn, Brown,
Black, Cool Silver, Purple, Maroon, Paprika

221292

5" Arch Swing Frame 8' Beam Height Only

221293

5" Arch Swing Frame Additional Bay 8' Beam Height Only

237294

Friendship Swing w/5" Arch Frame Additional Bay
ProGuard Chains

Shade

Shade Posts

Lagoon, Sky, Peacock, Grass, Buttercup, Berry, Carbon,
Dune, Metallic Silver, Limon, Leaf, Green, Pine Green,
Blue, Denim, Plum, Cranberry Red, Red, Orange,
Tangerine, Yellow, White, Vanilla, Tan, Acorn, Brown,
Black, Cool Silver, Purple, Maroon, Paprika

237666

SkyWays Hip 20'x20' Shade 12' Roof Height w/Rapid
Release

Upper Sails

Pine Green, Denim, Blue, Yellow, Tan, Brown, Metallic
Silver, Lagoon

237666

SkyWays Hip 20'x20' Shade 12' Roof Height w/Rapid
Release





Norich Park Playground

Color Information

North Richland Hills, TX February 19, 2018 111970-1-2
PLAYBOOSTER® (5-12 YEARS)

ProShield® Finish

Posts/Arches

Lagoon, Sky, Peacock, Grass, Buttercup, Berry, Carbon, Dune, Metallic Silver, Limon, Leaf, Green, Pine Green, Blue, Denim, Plum, Cranberry Red, Red, Orange, Tangerine, Yellow, White, Vanilla, Tan, Acorn, Brown, Black, Cool Silver, Purple, Maroon, Paprika

Clamps/Ball Connectors

Lagoon, Sky, Peacock, Grass, Buttercup, Berry, Carbon, Dune, Metallic Silver, Limon, Leaf, Green, Pine Green, Blue, Denim, Plum, Cranberry Red, Red, Orange, Tangerine, Yellow, White, Vanilla, Tan, Acorn, Brown, Black, Cool Silver, Purple, Maroon, Paprika

Play Components

Lagoon, Sky, Peacock, Grass, Buttercup, Berry, Carbon, Dune, Metallic Silver, Limon, Leaf, Green, Pine Green, Blue, Denim, Plum, Cranberry Red, Red, Orange, Tangerine, Yellow, White, Vanilla, Tan, Acorn, Brown, Black, Cool Silver, Purple, Maroon, Paprika

155077

Stand-Up Spinner DB Only

164074

Single Bobble Rider DB

164075

Double Bobble Rider DB

176080

Logo Climber 64"Dk DB

193170

LolliLadder w/2 E-Pods

193171

SwiggleKnots Bridge w/o Deck Connections DB Only

193176

Boogie Board DB Only

205800

TopsyTurny Spinner 42"Bury DB Only

229828

Chimney Climb Across (Cable) 96"Dk 24"Dk Difference DB

Only

229832

Dot-to-Dot Climber

Polyethylene

Slides/Tunnels/Gliders/E-Pods™

Limon, Leaf, Green, Blue, Denim, Gray, Buttercup, Brick, Red, Lagoon, Tangerine, Tan, Acorn, Granite

124863

SlideWinder2 56"Dk DB 2 Right

164094

Bongo Reach Panel Ground Level

173591

OmniSpin Spinner Surface Mount



Norich Park Playground

Color Information

North Richland Hills, TX February 19, 2018 111970-1-2
PLAYBOOSTER® (5-12 YEARS)

193170	Lolliladder w/2 E-Pods
193171	SwiggleKnots Bridge w/o Deck Connections DB Only
205800	TopsyTurny Spinner 42" Bury DB Only
219509	GeoPlex Climber 72" Dk
222708	WhooshWinder Slide 96" Dk DB
Roofs	Limon, Leaf, Green, Blue, Denim, Gray, Buttercup, Brick, Red, Lagoon, Tangerine, Tan, Acorn, Granite
193168	Netplex 7-Post No Roof Steel Posts and DB Only
Permalene®	
Primary Permalene	Recycled Gray w/Black, Recycled Lagoon w/Black, Recycled Grass w/Black, Recycled Limon w/Black, Recycled Leaf w/Black, Recycled Sky w/Black, Recycled Green w/Black, Recycled Blue w/Black, Recycled Buttercup w/Black, Recycled Denim w/Black, Recycled Brick w/Black, Recycled Red w/Black, Recycled Tangerine w/Black, Recycled Yellow w/Black, Recycled Tan w/Black, Recycled Acorn w/Black
152908	Deck Link w/Handrails Permalene infill panel 3 Steps
164094	Bongo Reach Panel Ground Level
173565	Xylofun Panel Above Deck
176080	Logo Climber 64" Dk DB
193176	Boogie Board DB Only
219509	GeoPlex Climber 72" Dk
229828	Chimney Climb Across (Cable) 96" Dk 24" Dk Difference DB Only
229832	Dot-to-Dot Climber
TenderTuff	
Barriers/Ladders/Benches	Blue, Red, Tan, Brown, Gray
111357	Chinning Bar Alum DB
120901	Grab Bar
152908	Deck Link w/Handrails Permalene infill panel 3 Steps
185852	Transfer Step w/2 Handloops DB



Norich Park Playground

Color Information

North Richland Hills, TX February 19, 2018 111970-1-2
PLAYBOOSTER® (5-12 YEARS)

229832	Dot-to-Dot Climber
Wheels/Rings/Rollers	Blue, Red, Tan, Brown, Gray
155077	Stand-Up Spinner DB Only
Decks/Step Ladders	Brown, Gray
111228	Square Tenderdeck
111231	Triangular Tenderdeck
121948	Kick Plate 8"Rise
121949	Tri-Deck Kick Plate 8"Rise
122197	90* Triangular Tenderdeck
152908	Deck Link w/Handrails Permalene infill panel 3 Steps
185852	Transfer Step w/2 Handloops DB
Cables	
Cables	Black, Red
205800	TopsyTurny Spinner 42"Burly DB Only
229828	Chimney Climb Across (Cable) 96"Dk 24"Dk Difference DB Only
Shade	
Shade Posts	Lagoon, Sky, Peacock, Grass, Buttercup, Berry, Carbon, Dune, Metallic Silver, Limon, Leaf, Green, Pine Green, Blue, Denim, Plum, Cranberry Red, Red, Orange, Tangerine, Yellow, White, Vanilla, Tan, Acorn, Brown, Black, Cool Silver, Purple, Maroon, Paprika
215188	SkyWays Hip 40'x50' Shade 14' Roof Height
Upper Sails	Pine Green, Denim, Blue, Yellow, Tan, Brown, Metallic Silver, Lagoon
215188	SkyWays Hip 40'x50' Shade 14' Roof Height





Norich Park Playground

Made in the U.S.A. Statement

North Richland Hills, TX

February 19, 2018

PLAY® (2-5 YEARS)

111970-1-2 SMART

Proudly made in the U.S.A.

Nearly all of our products are made in Delano, Minnesota.*

This allows us to maintain control over the quality of the play equipment you purchase. While other manufacturers are increasingly sourcing components from overseas, Landscape Structures equipment is proudly made in the U.S.A.



**Total Product
Made in the U.S.A.**

98%

Calculations are for standard products.

*Our fabrication, rotomolding, welding and painting operations produce the vast majority of our play components which all take place in Delano, Minnesota, U.S.A.

Better playgrounds.
Better world.™
playlsi.com

Proudly presented by:

Whirlix
Always in Motion





Norich Park Playground

Made in the U.S.A. Statement

North Richland Hills, TX February 19, 2018
PLAYBOOSTER® (5-12 YEARS)

111970-1-2

Proudly made in the U.S.A.

Nearly all of our products are made in Delano, Minnesota.*

This allows us to maintain control over the quality of the play equipment you purchase. While other manufacturers are increasingly sourcing components from overseas, Landscape Structures equipment is proudly made in the U.S.A.



**Total Product
Made in the U.S.A.**

96%

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Better playgrounds.
Better world.™
playlsi.com

Proudly presented by:

Whirlix
Always in Motion





Norich Park Playground

Environmental Statement

North Richland Hills, TX

February 19, 2018
(2-5 YEARS)

111970-1-2 SMART PLAY®

Landscape Structures has partnered with the Global ReLeaf program of American Forests to purchase trees which will offset the CO₂ generated in manufacturing this playstructure. These trees will not only sequester the CO₂, they help filter water, remove air pollution, provide wildlife habitat and improve our natural environment.



AMERICAN FORESTS

CARBON FOOTPRINT OF LANDSCAPE STRUCTURES PRODUCT:

Tons of CO₂: 1.81
of Trees: 5

Carbon Footprint: A measurement of the effect on the climate in terms of the amount of greenhouse gases produced in the Landscape Structures manufacturing process measured in units of carbon dioxide (CO₂).

RECYCLED CONTENT OF LANDSCAPE STRUCTURES PRODUCT:

	<u>w/Standard Permalene®</u>	<u>w/Recycled Permalene®</u>
Steel	422 lbs.	422 lbs.
Aluminum	280 lbs.	280 lbs.
Rubber	0 lbs.	0 lbs.
Plastic	0 lbs.	180 lbs.
Total Recycled Content:	702 lbs.	882 lbs.
Total Post-Consumer Recycled Content:	331 lbs.	348 lbs.
Total Recycled Content (%):	35%	44%
Total Post-Consumer Recycled Content (%):	17%	17%
Total Weight:	1,997 lbs.	1,997 lbs.

Total Recycled Content: Material that has been recovered or diverted from the solid waste stream.

Total Post-Consumer Recycled Content: Material generated by households or commercial, industrial and institutional facilities in their role as end-users. This material can no longer be used for its original intended purposes.

LEED INFORMATION FOR RECYCLED CONTENT:

If you are pursuing LEED certification for your project, please share the following information with your LEED project manager.

	<u>w/Standard Permalene®</u>	<u>w/Recycled Permalene®</u>
Post-Consumer Recycled Weight:	331 lbs.	348 lbs.
½ Pre-Consumer Recycled Weight:	½ x 371 lbs.	½ x 533 lbs.
LEED Recycled Fraction Weight:	516 lbs.	615 lbs.
LEED Recycled Fraction %:	26%	31%
Total Recycled Content Value:	\$7,215.00	\$8,602.50

Calculations are for standard product.



Norich Park Playground

Environmental Statement

North Richland Hills, TX February 19, 2018
PLAYBOOSTER® (5-12 YEARS)

111970-1-2

Landscape Structures has partnered with the Global ReLeaf program of American Forests to purchase trees which will offset the CO₂ generated in manufacturing this playstructure. These trees will not only sequester the CO₂, they help filter water, remove air pollution, provide wildlife habitat and improve our natural environment.



AMERICAN FORESTS

CARBON FOOTPRINT OF LANDSCAPE STRUCTURES PRODUCT:

Tons of CO₂: 12.70
of Trees: 38

Carbon Footprint: A measurement of the effect on the climate in terms of the amount of greenhouse gases produced in the Landscape Structures manufacturing process measured in units of carbon dioxide (CO₂).

RECYCLED CONTENT OF LANDSCAPE STRUCTURES PRODUCT:

	<u>w/Standard Permalene®</u>	<u>w/Recycled Permalene®</u>
Steel	1,567 lbs.	1,567 lbs.
Aluminum	513 lbs.	513 lbs.
Rubber	0 lbs.	0 lbs.
Plastic	0 lbs.	161 lbs.
Total Recycled Content:	2,080 lbs.	2,241 lbs.
Total Post-Consumer Recycled Content:	1,255 lbs.	1,270 lbs.
Total Recycled Content (%):	16%	17%
Total Post-Consumer Recycled Content (%):	10%	10%
Total Weight:	12,838 lbs.	12,838 lbs.

Total Recycled Content: Material that has been recovered or diverted from the solid waste stream.

Total Post-Consumer Recycled Content: Material generated by households or commercial, industrial and institutional facilities in their role as end-users. This material can no longer be used for its original intended purposes.

LEED INFORMATION FOR RECYCLED CONTENT:

If you are pursuing LEED certification for your project, please share the following information with your LEED project manager.

	<u>w/Standard Permalene®</u>	<u>w/Recycled Permalene®</u>
Post-Consumer Recycled Weight:	1,255 lbs.	1,270 lbs.
½ Pre-Consumer Recycled Weight:	½ x 825 lbs.	½ x 971 lbs.
LEED Recycled Fraction Weight:	1,667 lbs.	1,756 lbs.
LEED Recycled Fraction %:	13%	14%
Total Recycled Content Value:	\$13,103.35	\$14,111.30

Calculations are for standard product.



2018 Playsystem Specifications

Evos[®], Weevos[®], PlayBooster[®] and PlayShaper[®]



All the materials used in the manufacturing of Evos®, Weevos®, PlayBooster® and PlayShaper® playstructures have a proven track record of durability and are widely used in the playground industry. All playstructures have been certified and validated to be in conformance with the ASTM F1487 Standard. Playstructures displaying the CSA and TUV logos are certified to those standards. To the best of our knowledge they also conform to the U.S. Consumer Products Safety Commission (CPSC) Guidelines.

Unless otherwise noted, all playstructures are considered accessible according to the 2010 ADA Standard for Accessible Design.

General Specifications

Material: All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield® finish, TenderTuff™ coating, etc. Colors shall be specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless-steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.

TenderTuff Coating: Metal components to be TenderTuff-coated shall be thoroughly cleaned in a hot phosphatizing wash system, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick at an 85 durometer with a minimum tensile strength of 1700 psi and a minimum tear strength of 250 lbs/inch. Standard colors are available, all with a matte finish.

ProShield Finish: All metal components with ProShield finish shall be thoroughly cleaned and pretreated through a multi-stage wash system. Parts are then thoroughly dried, preheated and processed through a set of automatic powder spray guns where a minimum .002" of epoxy primer is applied. A minimum .004" of architectural-grade Super Durable polyester TGIC powder is applied. The average ProShield film thickness is .006".

ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

- Hardness (D3363) rating 2H
- Flexibility (D522) pass 1/8" mandrel
- Impact (D2794) rating minimum 80 inch-pounds
- Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 6 or greater
- UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention*
- Adhesion (D3359, Method B) rating 5B

The Paint Line shall employ a "checkered" adhesion test daily.

Standard colors are available.

*Certain colors may exceed delta E of 2. Contact Landscape Structures for exceptions.

Decks: All decks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Decks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-101. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement necessary to ensure structural integrity. There shall be no unsupported area larger than 3.5 square feet. The unit shall then be TenderTuff-coated brown or gray only. Decks shall be designed so that all sides are flush with the outside edge of the supporting posts. Not applicable for Evos or Weevos.

Concrete Products: Two processes are used to produce concrete products. (See specific product installation/specification documents.)

1. **Glass Fiber Reinforced Concrete (GFRC) Products:** Glass fiber is alkali-resistant (AR) with high tensile properties formulated for concrete. GFRC nominal product thickness is 1" with a unit weight of about 12 lbs per square foot and an average ultimate flexural strength of 2,100 psi per ASTM C947. Finish: Exterior latex paint suited for concrete applications.
2. **Precast Concrete Products:** Wet-cast solid, molded concrete with an average compressive strength of 5,000 psi per ASTM C39. Unit weight range of about 115-145 lbs per cubic foot. Finish: Exterior latex paint suited for concrete applications.

Rotationally Molded Polyethylene Parts: These parts shall be molded using prime natural linear low-density polyethylene having a tensile strength of 2400 psi per ASTM D638.

Rotational molding resin is compounded with color and UV-stabilizing additives with a nominal wall thickness typically 1/4" with some variation depending upon product type.

Standard colors are available.

Recycled Permalene Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Available in a three-layer product with (2) .100" thick colored exterior layers over a .550" thick recycled Black interior core. Standard colors are available.

Footings: Unless otherwise specified, the bury on all footings shall be 34" below Finished Grade (FG) on all in-ground play events/posts. Other types of anchoring are available upon request.

Hardware Packages: All shipments shall include individual component-specific hardware packages. Each hardware package shall be labeled with the part number, description, a component diagram showing the appropriate component, package weight, a bar code linking the hardware package to the job number, assembler's name, date and time the package was assembled, work center number and work order number.

Installation Documentation: All shipments shall include a notebook or packet of order-specific, step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications.

Packing List: All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

Packaging: All components shall be individually wrapped or bulk wrapped and placed on skids (pallets) then shrink-wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment.

Maintenance Kit: An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touch-up primer, appropriate color touch-up paint, sandpaper, appropriate color touch-up PVC and additional installation tools for the tamperproof fasteners.

Evos® General Specifications

5" Arches: All steel arches are ProShield finished and manufactured from 5" O.D. galvanized tubing with a wall thickness of .120".

Steel Arch Mechanical Properties:

- Yield Strength (min): 50,000 PSI
- Tensile Strength (min): 55,000 PSI
- Elongation: 25% in 2 inches
- Modulus of Elasticity: 29.5×10^6 PSI

5" Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be sand cast using a 356-T6 aluminum alloy and having the following mechanical properties:

- Ultimate Tensile: 35,000 PSI
- Yield Strength: 18,000 PSI
- Elongation: 8% in 2 inches

Steel-reinforced cables: Made of tightly woven, polyester-wrapped, six-stranded galvanized steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant. Black only.

Weevos® General Specifications

3-1/2" Arches: All steel arches are ProShield finished and manufactured from 3-1/2" O.D. galvanized tubing with a wall thickness of .120".

Steel Arch Mechanical Properties:

- Yield Strength (min): 50,000 PSI
- Tensile Strength (min): 55,000 PSI
- Elongation: 25% in 2 inches
- Modulus of Elasticity: 29.5×10^6 PSI

3-1/2" Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be sand cast using a 356-T6 aluminum alloy and having the following mechanical properties:

- Ultimate Tensile: 35,000 PSI
- Yield Strength: 18,000 PSI
- Elongation: 8% in 2 inches

Steel-reinforced cables: Made of tightly woven, polyester-wrapped, six-stranded galvanized steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant. Black only.

PlayBooster® General Specifications

Posts: Post length shall vary depending upon the intended use and shall be a minimum of 42" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 34" bury line required for correct installation and the top of the loose fill protective surfacing. Top caps for posts shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self-sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area.

Steel Posts: All steel PlayBooster posts are manufactured from 5" O.D. tubing with a wall thickness of .120" and shall be galvanized after rolling and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.

Steel Post Mechanical Properties:

- Yield Strength (min): 50,000 PSI
- Tensile Strength (min): 55,000 PSI
- Elongation: 25% in 2 inches
- Modulus of Elasticity: 29.5×10^6 PSI

Aluminum Posts: All aluminum PlayBooster posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness.

Aluminum Post Mechanical Properties:

- Yield Strength (min): 35,000 PSI
- Tensile Strength (min): 38,000 PSI
- Elongation: 10% in 2 inches
- Modulus of Elasticity: 10×10^6 PSI

Arch Posts: Aluminum arch posts shall be manufactured from 6005-T5 alloy. The arch shall be formed to a 21" center line radius to complement the 42" center-to-center module. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to manufacture the arch. Each arch shall be designed to provide a minimum of 90 1/2" clear span from the deck to the inside of the arch at the radius peak. Arches shall be ProShield finished to a specified color.

Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

- Ultimate Tensile: 47,000 PSI
- Yield Strength: 28,000 PSI
- Elongation: 7% in 2 inches
- Shear Strength: 29,000 PSI
- Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" x 11/8" pinned button head cap screws (SST) and (2) stainless-steel (SST) recessed "T" nuts. A 1/4" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

PlayBooster® clamps have three functional applications and shall be named as follows:

1. Offset hanger clamp assembly
2. Deck hanger clamp assembly
3. Hanger clamp assembly

Netplex Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

PlayBooster® General Specifications continued

- Ultimate Tensile: 47,000 PSI
- Yield Strength: 28,000 PSI
- Elongation: 7% in 2 inches
- Shear Strength: 29,000 PSI
- Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of rope clamps and back clamps and shall be fastened to each other with (2) 5/8" x 1 1/2" pinned button head cap screws (SST) and (2) stainless-steel (SST) recessed "T" nuts. Either a face clamp shall be fastened to rope clamp with (2) 3/8" by 1-3/8" pinned button head cap screws or a single tab casting plate shall be fastened to rope clamp with (4) 3/8" by 1-3/8" pinned button head cap screws with 3/8" SAE flat washers. A 1/4" x 5/8" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

Geoplex Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be fabricated from 7GA using .179" (4.54 mm) T316 stainless steel.

- Ultimate Tensile: 84,000 PSI
- Yield Strength: 25,000 PSI

Each functional clamp assembly shall have an appropriate number of locking clamps and shall be fastened to mating parts with (2) 3/8" x 7/8" pinned button head cap screws (SST) with (2) 3/8" SAE flat washers. A 1/4" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

Steel-reinforced cables: Made of tightly woven, polyester-wrapped, six-stranded galvanized steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant. Available in Black or Red. Some products available in Black only or Red only.

PlayOdyssey® Structural Frame: Post length of the double ladder/central column shall vary depending upon the deck height and shall be flush with the bottom of a deck infill or a minimum of 46" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 60" bury line required for correct installation and the top of the loose fill protective surfacing. Post caps shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the ladder posts to increase the footing area. Ladders are bolted together below grade to act as a single column for installation purposes. The deck support weldments/arms are comprised of 5/16" (.313") steel conforming to 1010 steel per ASTM A635 and welded to a 52" steel post. Arms are secured to each ladder post with (4) 5/8" x 11/2" pinned button head cap screws through (2) 1/4" flanges.

PlayOdyssey Optional Aluminum Roof Posts: All formed aluminum PlayOdyssey roof posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness. Post sleeve shall have 4.675" outside diameter with a .150" wall thickness. Post cap shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self-sealing rivets.

Vibe® Handholds: Rotomolded shell, with 7 GA (.179") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available.

Vibe Roof: Rotomolded shell, with 12 GA (.105") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available.

Vibe Enclosures: Rotomolded shell, with 7 GA (.179") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available. Option of 10 activity panels available in standard Permalene® colors. Also available bubble or window panel made of 1/4" clear polycarbonate.

PlayShaper® General Specifications

Posts: 2 3/8" square aluminum posts shall have a minimum wall thickness of .125" and be extruded of 6005-T5 aluminum alloy and have rounded corners and ribbed faces for maximum safety. A cast aluminum top cap shall be installed at the factory with stainless steel knurled spacers and aluminum drive rivets. Flanges for panels and deck supports shall be extruded of 6061-T6 aluminum alloy and slide into slots extruded in posts. Flanges and deck supports shall be attached in the factory with stainless steel knurled spacers and aluminum drive rivets. All direct bury posts shall have a "finished grade marker" positioned on the post identifying the 34" bury line and the top of the required surfacing. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area. Posts shall have a post number sticker for installation purposes. All surface mount posts shall be continuously welded to a 1/4" x 6" square 6061-T6 aluminum surface mount plate and allow for 2" of protective surfacing. Posts shall be ProShield finished to a specified color.

Aluminum Post Mechanical Properties:

- Yield Strength (min): 35,000 PSI
- Tensile Strength (min): 38,000 PSI
- Elongation: 10% in 2 inches
- Modulus of Elasticity: 10×10^6 PSI

Arch Posts: Arch posts shall have the same shape as the posts and be extruded from 6063-T4 aluminum alloy. Roof support flanges shall be of the same shape and material as the panel flanges. Arch shall be formed in a 180 degree arc on a 21" center line radius. Arches shall be secured to standard length posts with solid aluminum sleeves that are tapped to receive (16) 3/8" x 5/8" pinned button head cap screws per arch. Arch posts shall be ProShield finished to a specified color.



Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster® steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evox® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects.

3-Year Limited Warranty On all other parts, i.e., Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2018 Play Equipment Warranty You have our word.

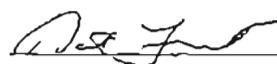
All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc., 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2018



Color Choices

Vivid colors for lively play

ProShield® Colors

For posts/arches, components and clamps, ProShield® finish combines a specially formulated primer with a high-quality, architectural-grade powdercoat top layer. The result is enhanced longevity, greater protection against harsh UV rays, prevention from corrosion, and improved product performance. Custom colors are available for an additional charge.

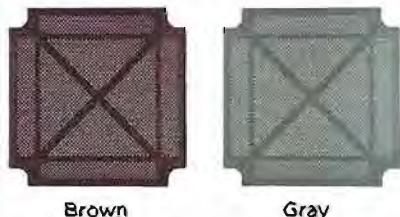
Learn more about our Color Inspirations at playlsi.com/color-inspirations



Permalene® Color Panels



Permalene® panels with a recycled core are a smart choice for your playground and the environment. Available in the 16 colors shown, the distinctive black core results from combining and recycling colored plastic—waste that would otherwise end up in landfills.

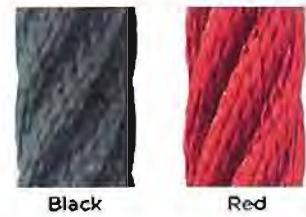


Steel Decks The heaviest, thickest decks for long-lasting safety: Flange-formed from 12-gauge steel with safe, rounded corners. Reinforced with .105" x 2" ribs welded on cross for superior strength and a consistently flat surface.



TenderTuff™ Coating

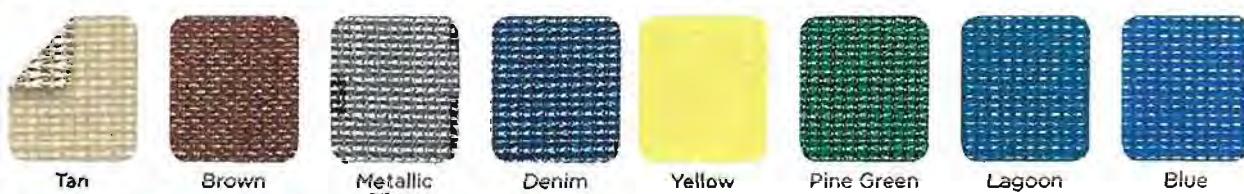
For swing chains, handholds, pipe barriers, wheels, rings, etc. Insulates against temperature extremes and provides a safer grip surface compared to painted metal.



Steel-Reinforced Cables Made of tightly woven, polyester-wrapped, six-stranded galvanized-steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant.



Polyethylene For slides, tunnels, roofs, etc. The heavy-duty rotationally molded polyethylene material ensures strength and durability while resisting cracking, fading and peeling. *Limon, Leaf, Denim, Brick, Tangerine, Buttercup, Acorn and Granite are color blends.



SkyWays® and CoolToppers® Shade Fabrics Designed to block up to 97.1% of UV rays and keep playground temperatures 30 degrees cooler.