

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered by and between **KOMPAN, Inc.**, a corporation established in Washington (hereinafter referred to as "Contractor"), and the **CITY OF NORTH RICHLAND HILLS, TEXAS**, a municipal corporation (hereinafter referred to as "City"), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. The parties agree that the contract documents shall consist of the following:

1. This written construction agreement;
2. General Conditions – Exhibit A
3. The Specifications of RFP #17-008 – Exhibit B
4. The following listed and numbered addenda: None;
5. Payment Bond; - Exhibit C
6. Performance Bond; - Exhibit D
7. The Contractor's Proposal; - Exhibit E
8. Insurance Certificate(s) – Exhibit F

These contract documents form the construction agreement and are a part of this construction agreement as if fully set forth herein. The contract documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the contract documents, the inconsistency shall be resolved by giving precedence to the contract documents in the order in which they are listed above.

THE WORKS

II. Contractor shall provide all labor, supervision, materials and equipment necessary to perform all work required by the contract documents in connection with **RFP 17-008, Request for Proposals to Design, Manufacture and Install Playground Equipment, Fall Zone Material, and Shade Elements at Green Valley Playground.**

TIME OF COMMENCEMENT; COMPLETION

III. Contractor shall commence work within ten (10) calendar days after receiving from City a notice to proceed. Contractor agrees that all work hereunder shall be complete within 140 consecutive calendar days from Notice to Proceed.

CONTRACT SUM

IV. The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by change orders as provided in the contract documents, the amount of ONE HUNDRED, NINETY THOUSAND DOLLARS, AND ZERO CENTS (\$190,000.00). Payment will be due upon completion of work.

CHOICE OF LAW; VENUE

- V. The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this construction agreement, and that the exclusive venue for any legal proceeding involving this construction agreement shall be Tarrant County, Texas. No additional work shall be authorized or charged for unless authorized by a change order signed by a person authorized by the City to do so. In the event of litigation between the parties, the prevailing party shall be entitled to reasonable attorney fees as awarded by a court of competent jurisdiction.

INSURANCE

- VI. The Contractor shall, at his own expense, maintain and keep in force insurance coverage in the minimum amounts as specified in the general conditions and specifications of Proposal 17-008. Certificates of coverage, including workers compensation insurance, must be submitted with the contract. Insurance coverage must also cover all subcontractors employed by Contractor. Insurance coverage shall be written by companies approved by the State of Texas and acceptable to the Owner. City shall be designated as an additional named insured and such coverage shall be primary coverage.

All required insurance certificates must be submitted prior to commencement of work.

ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

- VII. This construction agreement, including the contract documents listed in Paragraph I represents the entire and integrated agreement between City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This construction agreement may be amended only by written instrument signed by both City and Contractor.

EFFECTIVE DATE

- VIII. This construction agreement shall be effective upon the date of execution by Contractor, provided the City executes the same within fifteen (15) working days after said execution by Contractor.

IN WITNESS WHEREOF, the parties have executed this construction agreement upon the year and date indicated beneath their signatures hereto.

CITY OF NORTH RICHLAND HILLS

4301 City Point Drive
North Richland Hills, Texas 76180

BY: _____
Mark Hindman, City Manager

DATE: _____

ATTEST:


Alicia Richardson, City Secretary

APPROVED AS TO FORM:

Maleshia Farmer, City Attorney

KOMPAN, INC.

930 Broadway
Tacoma, WA 98402

BY:  _____
Robert J Salem

TITLE: Operations Director, North America

DATE: 13 April 2017

ATTEST:  _____

TITLE: Bid Manager

EXHIBIT A

GENERAL CONDITIONS

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 General Conditions of this Construction Agreement 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. (CST) February 14, 2017**. 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 specification 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

This provision shall be governed by Article V of the Construction Agreement.

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 contract 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. 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.

EXHIBIT B

SPECIFICATIONS OF RFP #17-008

SPECIFICATIONS

**REQUEST FOR PROPOSALS (RFP) TO DESIGN, MANUFACTURE AND INSTALL PLAYGROUND
EQUIPMENT, FALL ZONE MATERIAL, AND SHADE ELEMENTS
AT GREEN VALLEY PLAYGROUND
7701 Smithfield Road | North Richland Hills | TX | 76182**

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 Green Valley Playground Replacement and Shade Structure Project, Parks & Recreation Capital Project No. **PK1702**. 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 Green Valley Park Playground located at 7701 Smithfield Road, in North Richland Hills, Texas. Work is to include the design of a play system within the constructed play area boundaries (the play pods 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 delivered play systems 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 \$190,00.00. 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 sumps currently exist for the play system. In the case that engineered wood fiber fall zone material is used to access playground components, an ADA accessible concrete playground entry ramp shall be installed by the playground installer (per details in ATTACHMENT B).
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 5 to 12.
2. Other desired elements include: stand-alone spinner element, transfer tubes, stand-alone climbers, overhead slide track, spring toys, and digging toys.

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 to be shaded by the structure itself or a separate shade structure provided by the supplier within this project scope.
3. Structures should provide a variety of built-in activity panels and climbers.

In the proposal, provide a list of the components proposed for the Green Valley 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 plans (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 140 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.

ACCEPTANCE

This section defines the process for acceptance.

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 are 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 Supplier must provide an original Certificate of Product Liability Insurance with the City of North Richland Hills named as certificate holder for a minimum of \$10,000,000 coverage.

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>.

EXHIBIT C

PAYMENT BOND

EXHIBIT D

PERFORMANCE BOND

EXHIBIT E

CONTRACTOR'S PROPOSAL

GREEN VALLEY PLAYGROUND

CITY OF NORTH RICHLAND HILLS



KOMPAN[®]
PLAYGROUND AND FITNESS SOLUTIONS

RFP# 17-008 DESIGN, MANUFACTURE AND INSTALL PLAYGROUND EQUIPMENT, FALL ZONE MATERIAL, AND SHADE ELEMENTS AT GREEN VALLEY PLAYGROUND

For

CITY OF NORTH RICHLAND HILLS, TX

Prepared by:
KOMPAN, Inc.
930 Broadway
Tacoma, WA 98402
(800) 426-9788
www.kompan.com

Contact:
STEPHEN ABELSON
KOMPAN Sales Representative
(817) 707-3601
steabe@kompan.com





Scope of Work
Green Valley Playground
4301 City Point Drive, North Richland Hills, TX 76180

Project No: **Date:** February 7, 2017
Master Contract No: **Location:** 4301 City Point Drive, North Richland Hills, TX 76180

Kompan Task Order No:

Estimated Construction Duration:
Title: Green Valley Playground
Task Order Issued To: Green Valley Playground

Description of Task Order:

Provide all material, labor and equipment to complete all work at:
4301 City Point Drive, North Richland Hills, TX 76180

Scope of work shall be include playground equipment supply, installation, surfacing, drain system install and concrete ramp. Work is to be completed based on a mutually agreed project schedule.

GENERAL INFORMATION

- This Scope of Work is based on the information received by Stephen Abelson with Kompan.
- Scope of work is based on site photos and 2d design provided by Kompan (attached)
- The performance of all work will be in accordance with OSHA and WISHA safety requirements.
- The contractor shall remove all construction debris from the site, disposal in accordance with local, state and Federal regulations.
- Daily job site clean-up is required before the work crew leaves the site each day and final clean-up is required prior to final inspection and acceptance.
- All work shall be in strict compliance with state and local building codes and the authorities having jurisdiction.

I. TECHNICAL PLAN:

A. Work Plan:

1. General Notes:

- 1.1. Prior to start of work insure that all permits have been issued and posted at the project site.
- 1.2. Customer shall submit for, pay and obtain all building permits required for the complete performance of their scope of work.
- 1.3. Ensure that all site construction borders are clearing marked.
- 1.4. Coordinate with the Owner and/or Locate Company to insure that all underground utilities are clearly marked prior to installation crew arriving on site to insure that underground utilities will not interfere with the installation of equipment foundations or installation.

B. Site Specific:

1. General Site Work:

- 1.1. Provide all equipment, materials and labor for the backfill and compaction for the concrete foundations, footers and final surfacing material according to ASTM standards.
- 1.2. Excavation of entire playground area by others.
- 1.3. Provide labor of the off load, material handling and installation of the projects playground equipment.
- 1.4. Landscape restoration on areas damaged outside the project's construction zone due to machinery delivery and/or materials.
- 1.5. All excavated soils and remaining surfacing are to be remove and disposed of offsite.

2. General Concrete:

- 2.1. Any exposed surfaces of the concrete shall be trowelled level and smooth.
- 2.2. Concrete shall be 4,000 psi.
- 2.3. 1 ADA ramp per specs attached. (Attachment B- Entry Ramp)

3. General Scope of Work:

- 3.1. Provide all labor, materials and equipment for the complete installation of the projects equipment and surfacing.
- 3.2. EWF shall be minimum depth required by ASTM standards.
** EWF to be installed in 4" lifts, wet and compacted by trench roller per customer specs.
- 3.3. Any backfill around equipment area footing shall be sand/dry-concrete mix or better.
- 3.4. **Drain System**
Excavation of 18"x18" trench to include a 6" PVC perforated pipe and filled with crushed stone on perimeter of entire playground and connected to existing sump well per specs attached. (Attachment A-Survey)*** Installer responsible for materials.

4. General Clarifications:

- 4.1. It is the responsibility of the contractor to insure that they have acceptable access to the site for material deliveries.
- 4.2. A landscape shall be protected with temporary fencing per client requirements.

5. General Exclusions:

- 5.1. Third party testing of materials and playground installation.
- 5.2. Landscaping within play area.
- 5.3. This job requires prevailing wages.

A. Special or long lead-time equipment and materials: Playground equipment 8 to 10 weeks after owner approved submittals.

B. Interface with existing structure(s):

C. Special training/Orientation Requirements:

D. Performance of Work to be during non-normal hours:

E. Outage Coordination:

F. Schedule Issues: Site is to be completed per a mutually agreed to schedule

G. Special Security Requirements:

H. Significant Milestones:

I. Hazardous Materials:

J. Quality Assurance Consideration:

II. STAFFING PLAN:

- A. Project Manager : By Kompan
- B. Superintendent: By Contractor

III. PERMITS

- A. Excavation: Provided & Paid for by Contractor
- B. Electrical: Provided & paid for by Owner if required
- C. Utility locate permit: Provided & Paid for by Owner if required
- D. City Building Permit: Provided & Paid for by Owner if required
- E. PSCAA Permit: N/A

I. V. SUBMITTAL REQUIREMENTS:

_____	_____	_____	<u>2/10/2017</u>
Owner/Agent	Date	KOMPAN Playgrounds	Date

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: KOMPAN, Inc.

ADDRESS: 930 Broadway

CITY, STATE & ZIP: Tacoma, WA 98402

TELEPHONE: (800) 426-9788

FAX: (866) 943-6254

EMAIL: andbes@kompan.com

SIGNATURE: _____

PRINTED NAME: Andrea Best

DATE: 2/10/2017

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.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
KOMPAN, Inc.
Tacoma, WA United States

Certificate Number:
2017-165370

Date Filed:
02/10/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of North Richland Hills

Date Acknowledged:

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.
17-008
Design, supply, and installation of playground equipment and surfacing at Green Valley Playground

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kelly Doolittle, this the 10th day of Feb, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Andrea Best Bid Manager

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 176.006, 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.

KOMPAN, Inc.

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.

N/A

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).

7

Signature of vendor doing business with the governmental entity

2/10/2017

Date

Design Option 2

PROPOSAL FORM: 1 of 10

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. 0 to 0 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	KOMPAN, Inc.
Address: Street & Number	930 Broadway
Address: City, Province, Postal Code	Tacoma, WA 98402
Telephone & Fax Numbers	Tel: 800-426-97898 Fax: 866-943-6254
E-mail Address	andbes@kompan.com
Name of Signing Officer / Title	Name: Andrea Best Title: Bid Manager
Signature of Signing Officer <i>I have authority to bind the company</i>	
Date Signed	2/10/2017

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	KOMPAN, Inc.
Responsibilities of lead company	Design and supply play equipment, shade and surfacing. Oversees installation of play equipment, shade, site work, ADA ramp & surfacing
Name of project manager for lead company	Ray Otis
Years of experience as a project manager of similar work	10 years
Other key individuals for lead company and responsibilities	Stephen Abelson - Project Liaison
Name of sub-contractors required to complete work as proposed. Indicate scope of work for sub-contractor and key individuals with the company.	Precision Playgrounds - Site work, installation of play equipment, shade, drainage, ADA ramp and surfacing
Indicate the number of similar playground projects completed by this proponent team as proposed.	12

PROPOSAL FORM: 3 of 10

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		Gosling Sports Complex	
Client:	City of The Woodlands	Location:	The Woodlands, TX
Client Project Manager:	Michelle Betcher	Client Project Manager Phone No.	(281) 210-3900
Year of Completion:	2016	Approximate Value:	\$100,000
Size of playground area (in Square Feet)	7,721	Approximate time to construct:	8 days
Provide any additional information to describe project including team members.	Design, supply, & Installation of playground equipment		

Reference #2		Smooth Stream Park	
Client:	City of The Woodlands	Location:	The Woodlands, TX
Client Project Manager:	Kelly Dietrich	Client Project Manager Phone No.	(281) 719-6100
Year of Completion:	2016	Approximate Value:	\$35,000
Size of playground area (in Square Feet)	3,500	Approximate time to construct:	4 days
Provide any additional information to describe project including team members.	Design, supply, & Installation of playground equipment		

PROPOSAL FORM: 4 of 10
 EXPERIENCE (continued)-

Reference #3	Knightsbridge Park		
Client:	City of Sugar Land	Location:	Sugar Land, TX
Client Project Manager:	Katy Weimer	Client Project Manager Phone No.	(281) 313-3688
Year of Completion:	2016	Approximate Value:	\$99,000
Size of playground area (in Square Feet)	7,264 sf	Approximate time to construct:	7 days
Provide any additional information to describe project including team members.	Design, supply & installation of playground equipment		

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.	59 days
Indicate the number of business days required to complete construction of works outlined in the proposal.	14 days
Indicate ability to meet project time-line as per request for proposal.	We are able to meet the completion date of June 1, 2017

PROPOSAL FORM: 5 of 10

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: 15)

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.

Total Number of play features (all types)	45
Number of overhead play features	10
Number of climbing features (not overhead)	13
Number of slides and sizes/heights	4
Number of elevated play features	23
% of total play elements protected by shade	85%
Number of ground level play features	22
Briefly explain how your proposal provides for a high level of play value. Include references to any special play features that should be highlighted.	Focus on a broad range of play events designed for both the 2-5 age and 5-12 age groups. Including challenging, engaging play elements that will grow with childhood development and continue to provide challenges over time.
Provide a detailed plan layout of the playground design. The plan shall clearly illustrate all features being proposed.	Included

PROPOSAL FORM: 6 of 10
 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, fall material, and shade components	KOMPAN play equipment Superior Shade Systems Greensoft EWF from The Fibar Group	State the number of years that the manufacturers have been operating in Texas.	25 years
Provide a brief description of the materials used to comprise key components. (Posts, decks, rails, etc...)	Please see attached specifications		
Provide a brief description of any special manufacturing systems.	ISO9001; ISO14001		
Provide a brief description of paint system to be used on play features.	No paint included in this design. All posts are galvanized steel or aluminum.		
Provide a brief description of concrete foundation system.	Any exposed surfaces of the concrete shall be trowelled level and smooth. Concrete shall be 4,000 psi. ADA ramp per specs attached. (Attachment B- Entry Ramp)		

PROPOSAL FORM: 7 of 10
 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.

<p>Provide a brief description of the overall aesthetic intension/theme provided. Describe any custom features of the design.</p>	<p>Design option 2 includes modular main structures and a custom swing with basket seat. This design provides a post and platform structure with 360 degree play possibility. Other modern single event elements are included to provide a wide array of play opportunities.</p>
<p>State any special fit & finish details of the playground equipment that adds to the aesthetic.</p>	<p>Galvanized steel posts.</p>
<p>Provide playground proposal renderings, illustrations, photographs as necessary to convey your design. Included</p>	
<p>Provide a color selection palette to illustrate color options. Included</p>	

PROPOSAL FORM: 8 of 10
 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...)	Limited Lifetime - see attached warranty
State the manufacturer's warranty period for various types of play features	Various - see attached warranty
State the manufacturer's warranty period for all shade structure components	20 year frame, 10 year fabric - see attached
State the manufacturer's warranty period for fall surface material and <u>routine maintenance</u> necessary to prolong the life of the material.	25 year limited warranty - see attached

PROPOSAL FORM: 9 of 10
 CRITERIA (Continued)-

7. Accessibility for All
 (Points Available: 25)

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.

<p>Number of components with accessible features and experiences.</p>	<p>25</p>
<p>Briefly describe accessible features and experiences with your playground equipment proposal.</p>	<p>KOMPAN's universal designs are not only solely accessible, they are also meaningful and usable. The possibilities for usage represent a relevant play activity which makes sense for all children.</p> <p>KOMPAN's 6 Principles for Universal and Inclusive Design Products are:</p> <ul style="list-style-type: none"> • Accessible • Multi-functional (when possible) • 360 degrees design: Play from all sides • Equipped with diverse play opportunities • Clear in color and design signals • Provide special solutions for special needs, when relevant <p>Design option 2 utilizes all possible accessible design features which enables users to play together in a meaningful way while practicing their individual developmental skills.</p>

PROPOSAL FORM: 10 of 10

PRICE

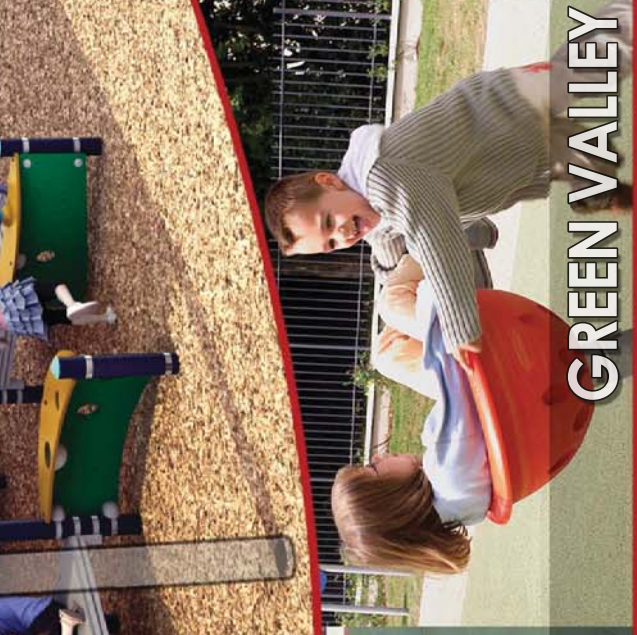
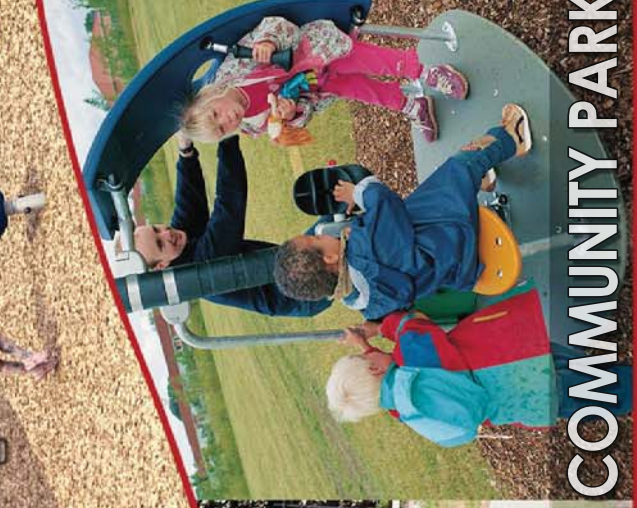
State the lump sum price (excluding all sales taxes) to supply and install the playground equipment, fall surface material(s), and shade components as per the terms of the request for proposal and your proposal. The maximum budget for Green Valley Playground is \$190,000.00. Failure to meet this budget 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:

Price to design, manufacture, and install new playground equipment	\$ 141,186.86
Price to install fall zone material	\$ 31,031.52
Price to install shade components	\$ 17,781.62



ADD ALTERNATE
18' X 18' SHADE



GREEN VALLEY COMMUNITY PARK

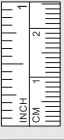




GREEN VALLEY PLAYGROUND

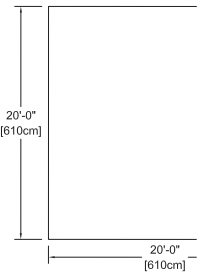
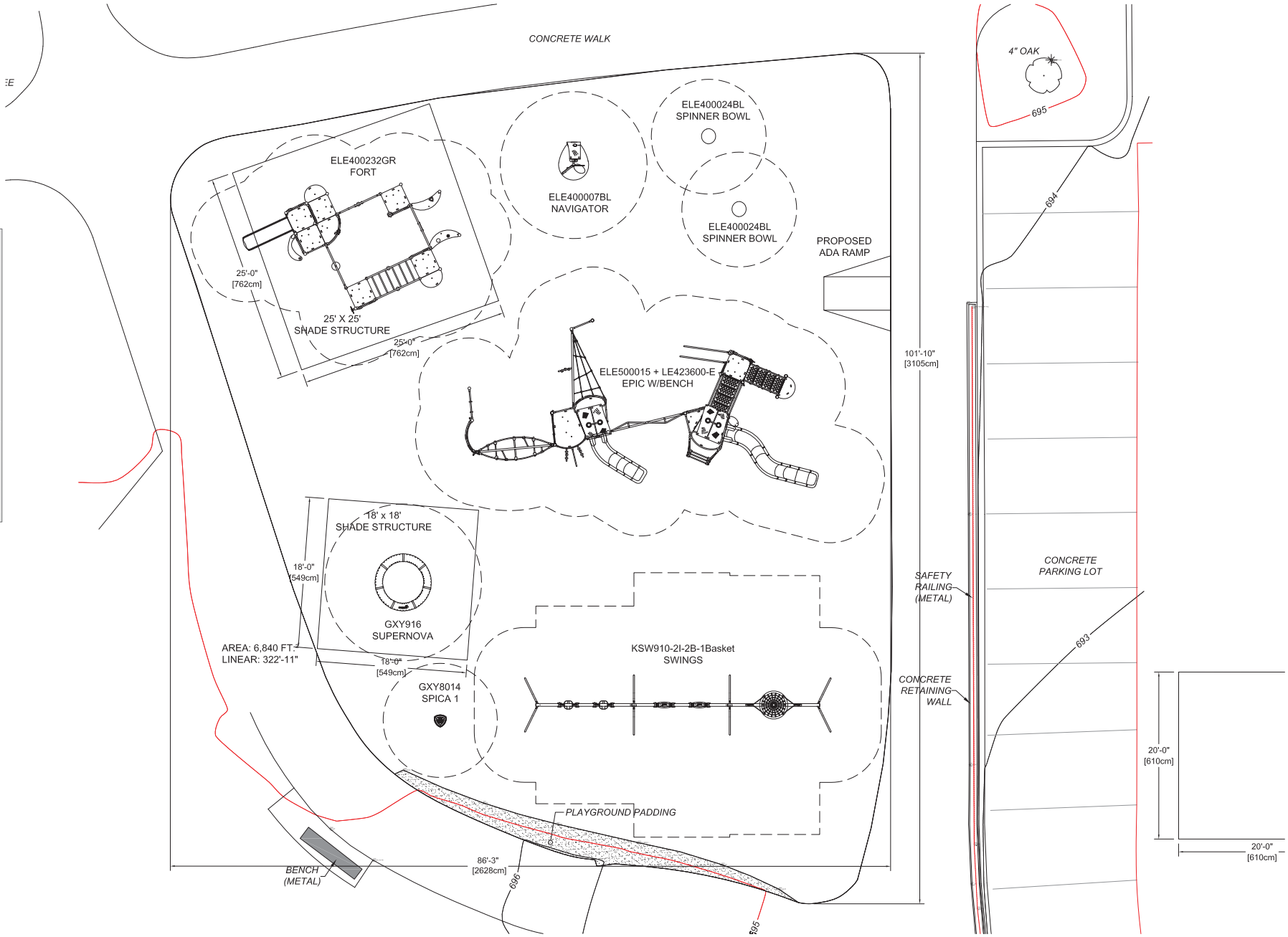
Project: Element Option
Date: 03/27/17
Model: As Noted
Rep: KOMPAN - Stephen Abelson
Designer: jenni

SCALE: 3/32" = 1'-0"



**FOR QUOTING ONLY
NOT FOR CONSTRUCTION**

Printed in USA by KOMPAN, Inc., Tacoma, WA, USA. 800-426-9788
All composite structures shown require a site grade of 1% maximum.
For surface mount options, the concrete requirements may be up to 57' of 3,500 psi minimum compressive strength. Contact KOMPAN for specific product requirements.
Site representation is based upon estimated site dimensions and cannot be used as an accurate way of determining site area.
Layout is in accordance with ASTM F 4427-11





SALES PROPOSAL

Design Option 2



KOMPAN, INC. * 930 Broadway, Tacoma, WA 98402 * Tel 1-888-579-8223 * Fax 1-888-579-8224 * www.kompan.com

KOMPAN is a proud supplier partner of



Date 02/10/17
Expiration Date
Proposal No. SP49376
Project Green Valley Playground
Ship to State/Zip TX 76180
Customer Service Representative Joedi Rice
Sales Representative Stephen Abelson
Payment Terms Upon Completion

Site Location: 81339
 Green Valley Playground
 Option 2
 7301 N. E. Loop 820
 North Richland Hills, 76180
 United States

Invoice-to: 81339
 City of North Richlands Hills
 7301 N. E. Loop 820
 North Richland Hills, TX 76180
 United States

Ship-to:
 City of North Richlands Hills
 7301 N. E. Loop 820
 North Richland Hills, TX 76180
 United States

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
U.S. Communities Contract #110171						
1	GXY916000-3417	SUPERNOVA - NIGHT SKY BLUE	7,950.00	7,950.00	25.68	5,908.41
2	ELE400024-3717F	SPINNER BOWL, YELLOW	880.00	1,760.00	25.00	1,320.00
1	GXY801421-3717	SPICA 1	1,980.00	1,980.00	25.00	1,485.00
1	ELE500015-3717	EPIC	72,510.00	72,510.00	30.00	50,757.00
1	LE423600-3418E	BENCH, RED	250.00	250.00	100.00	
1	ELE400007-3418BL	NAVIGATOR, BLUE	4,400.00	4,400.00	25.00	3,300.00
1	ELE400232-3717BL	FORT, BLUE	34,520.00	34,520.00	28.00	24,854.40
		3 Bay Swing, 8', 4B-1Basket				
4	SW990011-01	SWING SEAT STANDARD	80.00	320.00	25.00	240.00
1	SW990051-00	SWING SEAT BN Ø100	1,990.00	1,990.00	25.00	1,492.50
1	SW910201-0809	SWING MOD P COMPL 2XST	1,340.00	1,340.00	25.00	1,005.00
1	SW910801-0809	SWING MOD P END/MID 2XST	870.00	870.00	25.00	652.50
1	SW910901-0809	SWING MOD P END/MID 1XBN	970.00	970.00	25.00	727.50
1	CUSTOMINSTALL	Installation of KOMPAN product @ P.W.	39,649.00	39,649.00	5.00	37,666.55
Continued on page 2.....						129,408.86

		Continued from page 1				129,408.86
1	FRT-PA	Freight Middletown PA	4,902.00	4,902.00		4,902.00
6,840	TFG-TXCE-14-01	EWFF&FF/CFH 14'/12'"comp. (342 CY)	1.32	9,028.80	10.00	8,125.92
1	FRT-OTHER	Freight for EWF & FF	1,415.00	1,415.00		1,415.00
342	CUSTOMINSTALL	Installation of EWF per CY	13.85	4,736.70	5.00	4,499.86
1	SS-SK252507-14	SS-SK252507-14	8,765.00	8,765.00	5.00	8,326.75
1	CUSTOMINSTALL	Installation of 25x25 Kite shade*	7,692.50	7,692.50	5.00	7,307.87
		*Shade footers to be installed outside of ASTM certified fall zones.				
1	FRT-OTHER	Freight for Shade	1,247.00	1,247.00		1,247.00
1	SS-ENGCAL	SS-ENGCAL	300.00	300.00		300.00
1	SS-ENGDRAW	Shade System Engineer Sealed	600.00	600.00		600.00
1	ENG STAMP DRW 3	Engineer Stamped Drawings	2,000.00	2,000.00		2,000.00
1	PERMIT	Fee to pull permit	1,000.00	1,000.00		1,000.00
1	PERF. BOND	Performance Bond Charge	3,876.00	3,876.00		3,876.00
1	SITWORK	Concrete ADA ramp	492.50	492.50	5.00	467.87
1	SITWORK	Supply & install drainage per SOW	17,392.50	17,392.50	5.00	16,522.87
Total						190,000.00

Comments:

This quote assumes direct delivery.

The actual cost of the permit will be an additional charge - to be determined at the time the permit is pulled.

Terms for credit will be established upon approval.

A deposit will be required before order can be processed.

Please provide us with a copy of your tax-exempt certificate if applicable.

Customer is to provide level dirt site, free of underground obstacles.

Customer is responsible for removal of any existing equipment / obstacles prior to installation.

Customer is responsible to do all site work prior to installation.

The site should be as level as possible, and MUST have no more than a 1" (inch) in 10' (feet) slope or change in elevation over the full length and width of the playground area.

Price assumes NO overhead (13'6" or lower) or underground (within 3'6" of surface) obstacles.

Additional charges will apply if hard rock/ledge is discovered at time of installation.

Your order includes installation of playground equipment and/or surfacing and amenities. If a delay in the installation occurs, which is not caused by KOMPAN, the order will be divided and equipment will be invoiced at the time of delivery to the site or authorized agent, and installation, site amenities and related services will be invoiced when completed.

Please allow 8-10 weeks for product delivery upon order placement.

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	128,860.00	37,117.69	91,742.31
Subtotal - Other Products	16,541.00	438.25	16,102.75
Subtotal - Surfacing	9,028.80	902.88	8,125.92
Subtotal - Installation & Other Services	69,963.20	3,498.18	66,465.02
Subtotal - Freight	7,564.00	0.00	7,564.00
Subtotal	231,957.00	41,957.00	190,000.00

(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)

Estimated Tax Rate	0.00
Total	190,000.00

<p>This proposal may be withdrawn if not accepted by 04/04/17.</p> <p>KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of the ARRA of 2009.</p>	<p>KOMPAN Authorized Signature:</p> <p>Accepted By (signature): _____</p> <p>Accepted By (please print): _____</p> <p>Date: _____</p>
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Product safety and test

Safety concerns - KOMPAN products are designed to fulfill the relevant safety standards/guidelines in each market, and since we are a worldwide supplier, our products are typically certified by more than one institute/authority. The major safety standards/guidelines are EN 1176, ASTM F 1487, AS 4685 and CSA Z614.

All products marketed worldwide have the internationally recognized TÜV Certificate accordance to EN 1176 or for US marked all products are IPEMA certified according to ASTM F1487. Furthermore our products fulfill our own strong demands for user safety, proven play value and technical performance.

Field tests - KOMPAN products are normally field tested during the development phase at specially selected playgrounds for extended periods of time. The focus of these tests is to evaluate technical performance, as well as play value and child development.

Material specifications, test and respect for the environment - KOMPAN's choice of material, requirements of properties and content of certain substances are specified in our KOMPAN SPECIFICATIONS to which our suppliers commit.

We comply with CPSIA (*Consumer Product Safety Improvement Act*) in regard of lead content, EN 71-3 in regard of migration of certain substances for all components accessible for direct skin contact and additionally test for PAH (polycyclic aromatic hydrocarbons) and PBDE (polybrominated diphenylethers).

Material samples are thus randomly tested by an authorized third party laboratory and our suppliers are frequently evaluated.

Strength/durability tests - Static load tests are performed on all products in order to achieve TÜV and ASTM certification. In addition, KOMPAN maintains its tradition of also testing our products dynamically since our experience is that the repeated moving loads provided by playing children are much more crucial for the durability than a heavy static load.

Vandalism is also an area where KOMPAN has defined our own internal guidelines, which in short terms can be expressed as follows: The products must be able to withstand the forces and impacts that can be provided by the human body without using tools. To reduce the immediate risks for product safety in the event of vandalism, KOMPAN's products are designed with steel reinforcement in ropes and rubber components, and use ductile plastic materials that prevent sharp edges when damaged.

WARRANTY 2016

KOMPAN's rigorous testing standards ensure long-lasting and durable components and materials, enabling us to provide an excellent warranty package.

Lifetime* Warranty

- Galvanized structural parts:
 - Steel poles
 - Cross beams
 - Floor frames
 - Top brackets
- Stainless steel hardware
- EcoCore™ and other HDPE panels

10 Year Warranty

- HPL floors and panels
- Galvanized and aluminum metal parts with painted top layer
- Other galvanized metal parts
- Other stainless steel parts
- Corocord rope
- "S" clamps of stainless steel
- Solid plastic parts
- Engineered timber and Robinia wood

5 Year Warranty

- Resin coated plywood plates
- Other painted metal parts
- Springs and ball bearing assemblies
- Other rope and net constructions
- Concrete elements

2 Year Warranty

- Movable plastic and metal parts
- EPDM rubber membranes material
- Electronic components



1. Warranty coverage

This warranty applies to KOMPAN's products for the time periods described for each product type above and with the limitations described in this warranty. The warranty period applies from the date of purchase by the first customer. This warranty covers only defects in materials. KOMPAN's liability under this warranty is limited to repair or replacement of defective products, without charge, at KOMPAN's discretion. Defective electronic components will be delivered and changed by a KOMPAN ICON Professional installer free of charge

2. Limited warranty coverage of labor

In cases where KOMPAN invoices for installation, the labor warranty with respect to failure due to installation defects is limited to 1 year commencing on the date of completed installation.

3. Warranty applies only if products have been properly installed and maintained

The warranty only applies if KOMPAN's products have been installed according to the instructions provided by KOMPAN, and maintained correctly according to the KOMPAN Maintenance Manual. The warranty for ICON electrical components is dependent on those products being installed by an ICON trained and approved installer.

4. No coverage for accidents, wear, tear, cosmetic issues, misuse or vandalism

This warranty does not cover any damage caused by accident, improper care, negligence, and normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism. Natural changes in wood over time are considered cosmetic issues and are not covered.

5. Products installed near water

Products installed in direct contact with chlorinated water or saltwater (Waterparks), or products installed with occasional contact with such water or installed so close to the shore that they are subjected to salt spray are not covered by the KOMPAN warranty for any defects caused by corrosion.

Products installed in coastal areas, within 200 meters of the shore, will only be covered by the warranty for half the period of the standard product warranty in relation to defects caused by corrosion. KOMPAN's lifetime warranty if applicable is limited to a 10 year warranty in relation to such products.

** KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use.*

In addition, KOMPAN's general terms & delivery conditions apply and supplement this warranty.

EXHIBIT F

INSURANCE CERTIFICATES