

CITY OF ANN ARBOR
INVITATION TO BID



Gallup Park Universal Access Playground Equipment Bid

ITB No. 4460

Due Date: Monday, November 7, 2016 at 10:30 a.m. (local time)

Parks and Recreation Services
Administering Service Area/Unit

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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ATTACHMENTS

- City of Ann Arbor Prevailing Wage Declaration Form*
- City of Ann Arbor Living Wage Forms*
- City of Ann Arbor Vendor Conflict of Interest Disclosure Form*
- City of Ann Arbor Non-Discrimination Ordinance Notice and Declaration Form*

NOTICE OF PRE-BID CONFERENCE

A pre-bid conference for this project will be held on **Monday, October 24th at 2:00 p.m.** at **Gallup Park Meeting Room, 3000 Fuller Road, just east of the entrance.** Parking is available in the public parking lot south of the building.

Attendance at this conference is highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-bid conference is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

Any Bid which does not conform fully to these instructions may be rejected.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before **Tuesday, November 1, 2016** by 3:00 p.m. and should be addressed as follows:

Specification/Scope of Work questions emailed to akuras@a2gov.org
Bid Process and Compliance questions emailed to cspencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Amy Kuras, Park Planner, at akuras@a2gov.org after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda

shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **Monday, November 7, 2016 by 10:30 a.m. (local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and Three (3) Bid copies in a sealed envelope clearly marked: **ITB No. 4460, Gallup Park Universal Access Playground Equipment**.

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

The following forms provided within this ITB Document must be included in submitted bids.

- **City of Ann Arbor Prevailing Wage Declaration of Compliance**
- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**
- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

Bids that fail to provide these completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

Hand delivered bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the

lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the City.

Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid. Bidders do not need to be shown on the plan holders list provided by MITN to be considered an official plan holder.

Bid Security

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of Sixty (60) days

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-2, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Equipment must be fabricated between January 1, 2017 and March 30, 2017, with delivery to

the contractor by April 1, 2017.

Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-3 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

Wage Requirements

Section 4, beginning at page GC-2, outlines the requirements for payment of prevailing wages and for payment of a "living wage" to employees providing service to the City under this contract. The successful bidder and its subcontractors must comply with all applicable requirements and provide documentary proof of compliance when requested.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. **The wage determination(s) current on the date 10 days before bids are due shall apply to this contract.** The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: www.wdol.gov

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

Major Subcontractors

The Bidder shall identify on Bid Form Section 4 each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS _____ DAY OF _____, 201_.

Bidder's Name

Authorized Signature of Bidder

Official Address

(Print Name of Signer Above)

Telephone Number

Email Address for Award Notice

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

* An individual, whose signature with address, is affixed to this Bid: _____
(initial here)

Authorized Official

_____ **Date** _____, 201__

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

BID FORM

Section 1 – Schedule of Prices

Company: _____

Project: **Gallup Park Universal Access Playground Equipment**

All equipment specified is Landscape Structures, Inc. Bidders may provide prices for alternative equipment deemed equal, and must demonstrate how it meets the detailed specifications in this bid. List alternate equipment in Section 2 - Material and Equipment Alternates.

<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
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Woodland Area

1) Custom Mushroom House 6' Tall with...	LS		\$ _____
a. Rope Climber			
b. (3) Mushroom Steppers			
c. Custom GFRC Spider			
2) OmniSpin	LS		\$ _____

River Area

1) Custom Sway Fun Fairy Boat	LS		\$ _____
2) Custom Fairy House structure with...	LS		\$ _____
a. Double Swirl Poly Slide			
b. Custom Fairy Door			
c. Den Rock Climber			
d. Rickety Climber			
e. Lolliladder Overhead Event			
f. (2) Wobble Pods			
g. Sol Spinner			
h. Custom Color Splash Panel			
i. Custom marble Panel			
j. Custom Periscope Panel			
k. Custom Fairy Scroll Panel			
l. Custom Fiddle Head Post Toppers			
m. Custom GFRC Animal Steppers			
n. Ramp Access			
o. Transfer Area			
3) Custom GFRC Riding Turtle Climber, 6'x6' Footprint	LS		\$ _____

Prairie Area

- | | | | |
|--|------|----------|----------|
| 1) Custom 2 Story Fairy Nest Structure with: | LS | | \$ _____ |
| a. GFRC Snake 4’x4’ Footprint | | | |
| b. Wiggle Ladder Climber | | | |
| c. Lollipop Climber | | | |
| d. Vertical Ascent Climber | | | |
| e. Logo Climber | | | |
| f. Roller Slide | | | |
| g. SlideWinder | | | |
| h. Ladder | | | |
| i. Custom GFRC Nest Panels | | | |
| j. Bongo Panel | | | |
| k. Store Front Panel | | | |
| l. Optigear Panel | | | |
| m. Sign Language Panel | | | |
| n. Ramp Access | | | |
| o. Transfer Module | | | |
|
 | | | |
| 2) Custom Hillside Rail Climb | LS | | \$ _____ |
|
 | | | |
| 3) Oodle Swing | LS | | \$ _____ |
|
 | | | |
| 4) WeSaw | LS | | \$ _____ |
|
 | | | |
| 5) Cozy Dome Climber | LS | | \$ _____ |
|
 | | | |
| 6) 4-Sail Shade Structure | LS | | \$ _____ |
|
 | | | |
| 7) Bench - 6’ bench, recycled plastic 4”x4” slats, black frame, surface mount, DuMor | 6 EA | \$ _____ | \$ _____ |
|
 | | | |
| 8) Picnic Table – DuMor Table 76, recycled slats, black frame, surface mount, with two seats | 3 EA | \$ _____ | \$ _____ |
|
 | | | |
| 9) ADA accessible grill – Kay Park Recreation, SB16ADA | 2 EA | \$ _____ | \$ _____ |

BID FORM

Section 2 - Material and Equipment Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

BID FORM

Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
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If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

SAMPLE STANDARD CONTRACT

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to the City of Ann Arbor such as the following:

CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 201_, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and _____ ("Contractor")

(An individual/partnership/corporation, include state of incorporation)

(Address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled [Insert Title of Bid and Bid Number] in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Non-discrimination and Living Wage
Declaration of Compliance Forms (if
applicable)
Vendor Conflict of Interest Form
Prevailing Wage Declaration of
Compliance Form (if applicable)
Bid Forms
Contract and Exhibits
Bonds

General Conditions
Standard Specifications
Detailed Specifications
Plans
Addenda

ARTICLE II - Definitions

Administering Service Area/Unit means **Parks and Recreation Services.**

Project means **ITB 4460 Gallup Park Universal Access Playground Equipment Bid**

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed by April 15, 2017 including shipment of equipment.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to \$150.00 for each calendar day of delay in the completion of all

the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the unit prices as given in the Bid Form for the estimated bid total of:

_____ Dollars (\$ _____)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted any portion of any right or obligation under this contract without the written consent of the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under this contract unless specifically released from the requirement, in writing, by the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

Whenever possible, each provision of the Contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the Contract.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any Contract, debt, or any other obligation to the

City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; or (2) three days after mailing certified U.S. mail.

ARTICLE IX - Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this Contract, by the Contractor or anyone acting on the Contractor's behalf under this Contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. The provisions of this Article shall survive the expiration or earlier termination of this contract for any reason.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations in entering into this Contract. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Contract, regardless of the other party's failure to object to such form. This Contract shall be binding on and shall inure to the benefit of the parties to this Contract and their permitted successors and permitted assigns and nothing in this Contract, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Howard Lazarus,
City Administrator

By _____
Derek Delacourt,
Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) _____ of _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City dated _____, 201_, for: _____ and _____ this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 201_.

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

LABOR AND MATERIAL BOND

- (1) _____
of _____(referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated _____, 201_, for _____; and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 201_

(Name of Surety Company)
By _____
(Signature)
Its _____
(Title of Office)

(Name of Principal)
By _____
(Signature)
Its _____
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Bid.

Section 2 - Order of Completion

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

Section 3 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen,

mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section."

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

Section 5 - Non-Discrimination

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 9 - Permits and Regulations

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which

were not the result of its fault or negligence;

- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;
- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's

supervision and contractual responsibility;

- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

Section 18 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;

- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 21 - Delays and the City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred. The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

Section 23 - City's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or supplies.

Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days.

The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

Section 28 - Contractor's Insurance

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, certificates of insurance and other documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required on behalf of itself, and when requested, any subcontractor(s). The certificates of insurance endorsements and/or copies of policy language shall document that the Contractor satisfies the following minimum requirements.

- (a) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

- (b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. The following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

- (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- (3) Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering

Service Area/Unit at least ten days prior to the expiration date.

- (4) Any Insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
- (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney.

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 32 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of

materials.

Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

Section 43

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____, 20____, to _____, 20____, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled _____, for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

There is/is not (Contractor please circle one and strike one as appropriate) an itemized statement attached regarding a request for additional compensation or extension of time.

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

STANDARD SPECIFICATIONS

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Bid. All work under this Contract which is not included in these Standard Specifications, or which is performed using modifications to these Standard Specifications, shall be performed in accordance with the Detailed Specifications included in these contract documents.

Standard Specifications are available online:

<http://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

PLAYGROUND EQUIPMENT DETAILED SPECIFICATIONS **SPECIFICATIONS FOR ALL EQUIPMENT**

- Powder coat to be UV stable architectural grade powder coat over an epoxy primer base coat to reduce chipping and corrosion.
- PVC coated pieces to be acid cleaned prior to dipping of product and cooled in salt water bath during manufacturing to reduce peeling over time.
- Decks to be sturdy 12- gauge steel, PVC coated for slip resistance, holes to be no bigger than 5/16" to prevent trapping small fingers.
- Custom concrete pieces to be hand sculpted over steel frames and compliant with current CPSC standards. Concrete to be primed before being hand painted and to have fade-resistant finish.
- Rotationally molded plastic components to be made of double walled polyethylene, and to be 100% recyclable.
- Play panels to be made of UV stable permalene with recycled plastic core, and to be 100% recyclable.
- Rope climber cables to be made of tightly woven, polyester-wrapped, six-stranded galvanized steel cable. Cables to be abrasion resistant and color stable.
- Digitally printed panels to be steel, coating to be UV stable.

Woodland Area

- Spinner to be a single piece of rotationally molded plastic so as to avoid gaps between multiple pieces.

River Area

- Fairy Boat to be multi-person glider, 8-person total capacity with ability to accommodate 2 wheelchair users. Must include hand holds for wheelchair users.
- Must include concrete rock climber with an opening that is ADA accessible for users to pass through.
- Custom panels on structure to be laser cut steel with powder coat finish.

Prairie Area

- Nest panels to be custom molded concrete.
- Sensory Roller Slide to be provided from a minimum deck height of 48". Width of slide chute to be a minimum of 2'3" wide to accommodate two users. Rollers to be PVC coated. Bearings to be enclosed to prevent pinching. Slide to be accessible via ramp.
- Multi-User swing to accommodate 4-6 users in a to-fro motion. Seat sides to have rubber bumpers. Must allow for wheelchair transfer.
- Multi-User Seesaw to provide transfer height access platform and molded seats to provide core support as well as handles and foot supports to a minimum of 4 users.
- Shade structure to provide adequate coverage of independent pieces located in prairie region.

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

The provisions of all of the contract documents are hereby made a part of this section.

1.02 STANDARDS

Meet the requirements and recommendations of the applicable portions of the latest edition of Guidelines by the Consumer Product Safety Commission Publication No. 325, Standards by the American Society for Testing and Materials (ASTM Standard #1487-01) and the Americans with Disabilities Act Architectural Guidelines (ADAAG) as set forth in the Federal Register. Manufacturers of play equipment must be certified by the International Organization for Standardization (ISO) for 9001 – Quality Standards certifying manufacturers processes and 14001 – Standards for Environmental Protection and Natural Resource Preservation.

1.03 SUBMITTALS

- A. Submit product data on all materials specified herein.
- B. Submit complete shop drawings showing all dimensions, details, and specifications of equipment.
- C. Submit colored 3-D drawings
- D. Submit proof of warranty as specified herein.
- E. Submit a detailed list of any deviations from the specified product.
- F. Submit IPEMA certification showing compliance with all applicable portions of the current ASTM F-1487-01 Standard.

Submit documentation that the Playground Equipment Manufacturer is
ISO 9001 certified (Quality Management Standard)

Submit documentation that the Playground Equipment Manufacturer is
ISO 14001 certified (Environmental Management Standard)

PART 2 - PRODUCTS

2.01 MANUFACTURER

Landscape Structures, Inc. # 122837D 4-seat single post swing with Tendertuff coated chains, #100106 5-12 year sign, and one Custom Aluminum PlayBooster #13353-4 or prior approved equal. Any manufacturer seeking prior approval must submit a 2-Dimensional drawing of their proposed structure which includes the IPEMA certification and manufacturers statement that proposed equipment conforms to the ADA accessibility Guidelines with a breakdown of total elevated components, elevated components accessible by transfer, and total accessible ground level components. Manufacturer must also submit ISO Certifications as stated above. Request for prior approval must be made 10 days prior to bid date.

2.02 SCOPE

This section includes all materials, components, and associated accessories to

complete and install the playground equipment as specified.

2.03 GENERAL SPECIFICATIONS

- A. **MATERIAL:** All materials shall be structurally sound and suitable for safe play. Durability shall be insured on all steel parts by the use of time tested coatings such as zinc plating, zinc/nickel plating, powdercoating, Tendertuff (PVC)coating, etc. Color shall be specified.
- B. **HARDWARE (FASTENERS):** Primary fasteners shall be socketed and pinned tamper-proof in design, stainless steel (SST) per ASTM #F879 unless otherwise indicated. All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements of IFI-125. The material, when allowed the 72-hour cure time, shall require a minimum of 4 times the installation torque to remove the fastener. Manufacturer to provide special tools for pinned hex fasteners. **NOTE: HARDWARE THAT IS NOT VANDAL RESISTANT AS STATED ABOVE, SHALL NOT BE ACCEPTABLE.**
- C. **TENDERTUFF COATING:** All metal components to be Tendertuff-coated shall be thoroughly cleaned in a hot phosphatizing pressure washer, then primed with a clear acrylic thermosetting solution. Primed parts shall be preheated prior to dipping in U.V. stabilized, liquid poly vinyl chloride, then salt cured at approximately 400 degrees. The finished coating shall be approximately .080” thick plus or minus .020”, at an 85-durometer hardness and have a matte finish. Standard colors are brown, tan, red, and blue.
- D. **POLYESTER POWDERCOATING:** All material components to be Powdercoated shall be free of excess weld and spatter. Parts shall then be thoroughly cleaned in a 6 Stage Pretreatment system with a hot phosphatizing bath and a non-chrome seal for corrosion resistance, then thoroughly dried. Powdercoating shall be electrostatically applied and oven cured at 400 degrees; average thickness: .004”.

Super Durable TGIC polyester powder shall be specially formulated for optimum U.V. stability and glossiness and shall meet or exceed ASTM Standards for :

1. Adhesion (D-3359B)
2. Hardness (D-3363)
3. Impact (D-2794)
4. Salt Spray Resistance (B-117)

Paint line shall employ a “checkered” adhesion test daily. Fifteen standard colors are available.

- E. **DECKS:** All Tenderdecks shall be of modular design and have 5/16” diameter holes on the standing surface. There shall be (4) slots in each face to accommodate face mounting of components. Tenderdecks shall be manufactured from a single piece of low carbon 12 gauge (.105”) sheet steel conforming to ASTM specification A-569. The sheet shall be perforated then flange formed and reinforced as necessary to ensure structural integrity. The unit shall then be Tendertuff coated brown only. Tenderdecks shall be designed so that all sides are

flush with the outside edge of the supporting posts. **NOTE: EXPANDED METAL DECKS ARE NOT ACCEPTABLE.**

- F. **ROTATIONALLY MOLDED POLY PARTS:** These parts shall be molded using prime compounded linear low-density polyethylene with a tensile strength of 2500 psi per ASTM D638 and with color and UV stabilizing additives. Wall thickness varies by product from .187" (3/16") to .312" 5/16". Four standard colors are available.
- G. **PERMALENE PARTS:** These parts shall be manufactured from 3/4" thick high-density polyethylene that has been specially formulated for optimum U.V. stability and color retention. Compression molded products shall meet or exceed density of .933 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Standard solid colors are tan, red, blue, green, and yellow. Some Permalene parts are available in two-color laminate product with (2) .070" thick exterior layers over a .610" interior core of contrasting color. Eight standard two-color option are available.
- H. **FOOTINGS:** Unless otherwise specified, the bury on all footings shall be 34" below Finished Grade (FG) on all in-ground play events/posts. If surface mounting is required, a 2" below grade surface mount detail will be supplied.

2.04 PLAYBOOSTER GENERAL SPECIFICATIONS

- A. **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 Powdercoated as specified. All posts shall have a "finish 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 casts from 369.1 aluminum alloy and Powdercoated 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 from 2 square inches to 20 square inches .
 - 1. Aluminum Posts: Aluminum posts are constructed of 6005-T5 extruded tubing conforming to ASTM B-221 and QQ-A-200/8. Posts shall have a 5" outside diameter with a .125" wall thickness. Yield Strength min. 35,000 psi, Tensile Strength min. 38,000 psi elongation in 2" =10, Modulus of Elasticity = 10 x 10(6) psi.
NOTE: STEEL POSTS ARE NOT ACCEPTABLE.
 - 2. Arches: Aluminum arches shall be constructed from 6005-T5 alloys. The arch shall be formed to a 21" centerline 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 construct the arch. Each arch shall be designed to provide a minimum of 82-1/2" clear span from the deck to the inside of the arch at the radius peak. Arches shall be Powder coated as specified.
- B. **CLAMPS:** All clamps, unless otherwise noted, shall be die cast with a 369.1 aluminum alloy and have the following mechanical properties:

1. Ultimate Tensile: 47,000 PSI
2. Yield Strength: 28,000 PSI
3. Elongation: 7% in 2 inches
4. Shear Strength: 29,000 PSI
5. Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of half clamps and fastened to mating parts with (2) 3/8" x 1 1/8" hex-pin cap screws (SST) and (2) zinc/nickel plated carbon steel recessed "T" nuts. 1/4" aluminum rivet with stainless steel pin is used to insure 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

C. **RAILS, HANDLOOPS:** These parts shall be constructed of 1-1/8" O.D. Steel Tubing with a .120" wall thickness. Each end of the rail/handloop shall have a stainless steel knurled, welded insert with 5/8" internal threads. Exposed rails, and handloops shall be Tendertuff-coated. **NOTE: PAINTED RAILS AND HANDLOOPS ARE NOT ACCEPTABLE.**

D. **TENDERDECKS:** All Tenderdecks shall conform to the General Specifications and utilize 3/8" Stainless steel welded studs with stainless steel nuts and washers to secure them to deck hanger clamps.

F. **COMPONENTS AND ATTACHED PLAY EVENTS - PARTIAL:**

1. **HANDHOLD ENCLOSURES:** PERMALENE enclosure panels are attached to PlayBooster posts with two (2) offset hanger assemblies with bolt extensions and to deck faces with four (4) 3/8" standard fasteners. Enclosures shall extend above the deck a minimum of 38".
2. **PIPE BARRIERS:** Barrier weldment shall be comprised of 5/8" solid steel vertical rails, 1 1/8" O.D. x 11 GA (.120") steel horizontal rails with 203 or 303 stainless steel welded inserts with 5/8" internal threads, 1 1/2" x 1 1/2" x 29 1/2" angle iron. Barrier measures 33 7/8" wide x 39 13/16" high. After fabrication, the entire unit shall be Tendertuff-coated. **NOTE: PAINTED RAILS ARE NOT ACCEPTABLE.**
3. **PIPE GUARD RAIL:** Same as the Pipe Barrier except vertical rungs are welded on 11-1/4" centers.
4. **PERMALENE PANELS:** All Panels shall be manufactured from Permalene (see general specifications). Panel size is 35-5/8" wide x 41" high. REACH panels measure 35 5/8" x 18" high. The panel shall have attached to the posts with two (2) offset hanger assemblies with extension

sleeves and standard 3/8" fasteners. Panels shall be secured to the face of the deck with four (4) 3/8" standard fasteners. Panels shall be a follows:

- | | |
|------------------------|------------------|
| a.) Sound Chimes Panel | b.) Pilot Panel |
| c.) Image Panel | d.) Hole Panel |
| e.) Navigator Panel | f.) Chimes Panel |

5. TRANSFER MODULE: The 16" high Transfer Module shall be 36" square with rounded edges, 7/8" holes. Finish shall be Tendertuff coated – brown in color. Steps shall be 36" wide, 14" deep, formed from 12 GA (.105) sheet steel conforming to ASTM A569. Finish shall be Tendertuff coated – brown in color. Railing weldment shall be comprised of formed 1 1/8" O.D. steel tubing x 11 GA. (.120") steel tubing with 203 or 303 stainless steel 5/8" threaded inserts. Finish shall be Tendertuff coated, per the (4) standard color selection. Transfer deck leg weldment shall be comprised of 5" O.D. x 11 GA (.120") galvanized steel tubing and 1/4" x 8" zinc plated HRPO mounting plate. Finish shall be powdercoat – brown in color. **NOTE: EXPANDED METAL DECKS AND STEPS ARE NOT ACCEPTABLE.**
6. DECK TO DECK STEPS: Single step sections shall be formed from 12 gauge sheet steel. Each section will accommodate an 8" rise and the perforated tread shall be 36" wide and 14" deep. Up to 4 sections can be bolted together allowing for a 24"-40" rise. Barriers shall be formed from 1 1/8" O.D. x 11 gauge steel tubing with 303 stainless steel 5/8" threaded inserts. The steps and barriers shall be Tendertuff coated.
7. VERTICAL LADDER: Weldment shall be comprised of 1.125" x O.D. 11 GA (.120") steel tubing, 1.029" O.D. RS-20 (.070"-.080") and 3/16" x 2" wide steel flat plates. Finish shall be Tendertuff coated, as specified. Footer shall be fabricated from 1.315" O.D. RS-20 (.080"-.090") galvanized steel tubing with a Powdercoated finish. Ladder shall consist of two handhold solid color Permalene panels (see general specification for panels). The Permalene panels shall attach to posts with aluminum spacer tubes made from 2011-T3 aluminum 3/4" O.D. x 1 11/16" with a Powdercoated finish and two (2) offset hanger clamp assemblies.
8. SLIDE HOOD: Single and double slide hoods, when identified, shall be rotationally molded from U.V. stabilized linear low-density polyethylene, color as specified, to provide a full enclosure. Hoods shall extend 38" above the deck and attach to posts as an enclosure. **NOTE: SIT-DOWN CHAINS & BARS ARE NOT ACCEPTABLE.**
9. WAVE POLY SLIDE: The wave poly slide shall be rotationally molded from U.V. stabilized linear low-density polyethylene and shall be comprised of one wave section and one runout section. The two sections shall be connected together using standard 3/8" fasteners, recessed to fasten into "T" nuts, which are molded into the runout section. The mid support section shall be comprised of 1.900" O.D. RS-20 (.090" x .100") galvanized steel tubing and 1/4" x 3" zinc plated flat steel. Exit footer shall be comprised of 2.375" O.D. RS-20 (.095" -.105") galvanized steel tubing

and 1/4" mounting plate. Rail shall be 1 1/8" x O.D. 6061-T6-aluminum extrusion with 5/16" walls. Finish shall be Powdercoated. A single slide hood shall be provided.

10. SINGLE, DOUBLE WAVE, DOUBLE SWIRL, AND DOUBLE SWOOSH SLIDES: Bedways shall be rotationally molded from U.V. stabilized linear low-density polyethylene, color as specified. Unit shall be designed with minimum of 6" high sidewalls, 16" wide sliding surfaces, 15" or greater exit length and a center divider for double bedways. Slide shall have an average sliding slope of 30 degrees and face mount with standard 3/8" fasteners into molded-in "T" nuts. Powdercoated slide base "T" supports shall have a single 2.375" O.D. RS-20 (.095" - .105") galvanized steel tubing and 1/4" x 3" mounting plate. Mid support shall be comprised of 1.660" O.D. RS-20 (.085"-.095") galvanized steel tubing and 1/4" x 3" mounting plate, with a powdercoat finish. Single and double slides shall include a slide hood with a built in sit-down bar extruded from 1.125" OD x .312 W. 6061-T6 aluminum with a powdercoat finish. Primary fasteners shall be socketed and pinned, tamperproof in design, stainless steel (SST) per ASTM F879.
11. ROLLERSLIDE: Four (4) inch high "lollipop" shaped side rails shall be extruded of 6061-T4 aluminum, Powdercoated as specified. Rollers shall be 30" long and be constructed of 1.900" O.D. x 16 GA (.060") galvanized steel tubing, Tendertuff-coated. Steel roller bearings with plastic housing and dust covers shall be installed in the factory. Rollers shall be supported by 1/2" diameter CRS zinc-plated with yellow chromate finish and shall be tapped on both ends for 5/16" x 1" hex-pin cap screws. Powdercoated 1.900" O.D. RS-20 (.090-".105") galvanized steel tubing support legs attach to pipe reducers welded to rails. Slide shall be face mounted to the deck and include a double slide hood.
12. SPIRAL SLIDE: Spiral slide shall be rotationally molded from U.V. stabilized low density polyethylene, color as specified, and be comprised of two pieces; one entrance hood section, and one sliding section. Entrance deck shall be flange formed from 12 GA (.105") sheet steel conforming to ASTM A569. Standing surface is perforated with 1/4" diameter holes and measures 32 1/4" wide x 36 27/32" long. Finish shall be Tendertuff coated brown. Center column shall be fabricated from 3.500" O.D. RS-20 (.120"-.130") galvanized steel tubing with a powdercoat finish. Exit support weldment is comprised of 2.375" O.D. RS-20 (.095"-.105") galvanized steel tubing and 1/4" x 4" x 14" mounting plate with a powdercoat finish. Handbar is formed from .1029" O.D. 14 GA (.075") steel tubing with a brown Tendertuff coated finish. Rail shall be 1 1/8" O.D. 6061-T6 extrusion with 5/16" walls and a powdercoat finish. Protective side walls shall extend 14" upward from the sliding surface and continue throughout the sliding surface into the exit region. Optional hanger bracket shall be formed from 11 GA. (.120") HRPO low carbon sheet steel with a brown Tendertuff finish.
13. SLIDEWINDER & GEMINI SLIDEWINDER: SlideWinder shall be rotationally molded from U.V. stabilized linear low density polyethylene

and be comprised of one entrance section, one exit section and a combination of left or right elbows and straight sections. Mid-support weldment is comprised of 1.900" O.D. RS-20 (.080"-.090") galvanized steel tubing and 3/16" x 1 1/4" zinc plated steel strap, Powdercoated as specified. Exit footer weldment is comprised of 2.375" RS-20 (.095"-.105") galvanized steel tubing and 1/3" x 4" x 11 3/4" mounting plate, Powdercoated as specified. Leg base weldment is comprised is 1.125" O.D. x 11 GA (.120") and 1/4" x 3" x 8" base plate with a powdercoat finish. Rail shall be 1 1/8" O.D. x6061-T6 aluminum extrusion with 5/16" wall and powdercoat finish. SlideWinder shall attach to 32" to 72" deck heights.

14. RING-A-LING: Weldment is comprised of 2.75" OD x .125" wall zinc plated steel tubing and 2.375" OD RS-20 galvanized steel tubing with a powdercoat finish. Ladder weldment is comprised of 2.375" OD RS-40 galvanized steel tubing crossover, 2.375" OD RS-20 galvanized steel tubing, formed 1.315" OD RS-20 galvanized steel tubing and formed 1/4" x 3" wide zinc plated steel with a powdercoat finish. 3" half clamp is fabricated from formed 1/4" x 3" wide zinc plated steel with a powdercoat finish.
15. SINGLE AND DOUBLE WAVE CLIMBER: Main supports shall be formed from 1.660" O.D. galvanized steel tubing capped at both ends. Loops shall be formed an 8" radius to 160 degrees which makes an 18" center to center on the supports. The loops shall be formed from 1.315" O.D. galvanized tubing welded to the main supports at an equal spacing. Base bracket weldment is comprised of 1/4" x 2" HR flat steel and 1.660" O. D. galvanized steel tubing. Spacer tube is made from 2011-T3 aluminum 3/4" O.D. x 1 11/16". Double Wave Climber shall have (4) handholds and the Single shall have (2) handholds both shall be solid color Permalene. Climber is powder as specified.
16. WHEEL: The 12" diameter wheel with offset hub shall be cast from 319.1 aluminum alloy. The wheel shall be Tendertuff-coated with a 303 stainless steel shaft. The wheel clamp is formed from 3/16" x 2" HRP) zinc plated and a powdercoat finish. **NOTE: PLASTIC OR PAINTED STEEL WHEELS ARE NOT ACCEPTABLE.**
17. SPIDERWEB CLIMBER: Frame weldment is comprised of formed 2.375" OD RS-20 galvanized steel tubing and 2" OD x 12 GA steel tubing with a powder coat finish. Ring weldment is comprised of formed 1.125" OD x 11 GA galvanized steel tubing with a powder coat finish. Support is fabricated from 1 3/4" OD x 10 GA black steel tubing with a powder coat finish. CableCore is made from 3/16" 7-19 galvanized aircraft cable coated with UV stabilized polyurethane elastomer measuring 1" diameter, red in color.
18. 4-SEAT SPRING SEE-SAW: Permalene panels shall be specially formulated, solid color stabilized, and compression molded of high

density polyethylene. Permalene shall be used for the cover, side, and seat panels. Color shall be yellow on the sides and red on the seats. The springs shall be 6" diameter, 9/16" tempered steel coil and shall be covered. The support assembly shall be fabricated from (2) 5" O.D. 11 gauge steel posts continuously welded to 3/8" x 15" x 22" HRS plate. The beam shall be 3-1/2" O.D. steel. The springs, posts, and beam shall be Powdercoated as specified.

19. SINGLE POST SWINGS: Steel posts are manufactured from 5" OD 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. Yield strength: 50,000 PSI; Tensile strength: 55,000 PSI; % Elongation in 2": 25. The beam weldment is comprised of 2.375" OD RS-40 galvanized steel tubing, 3" wide zinc plated steel clamps and 1 1/4" housings with bronze bushings. Chain shall be 4/0 straight link steel with a 670 pound working limit and a hot dipped galvanized finish. Chain spacers are made from white nylon measuring .080" x .785" OD. Chains will be attached to beam with double clevis attachments and to seats with bolt link attachments. Each shall include stainless steel fasteners that are socketed and pinned, tamperproof in design. **NOTE: STANDARD "S" HOOK ATTACHMENTS ARE NOT ACCEPTABLE.** Belt seats shall be molded from UV stabilized black EPDM rubber encapsulating a weldment comprised of 22 GA spring stainless steel sheet and (4) .105 thick stainless steel washers. The belt seat elliptical shape measures 7" wide x 26" long x .700" thick. **NOTE: SEATS WITH EXPOSED METAL PLATES ON THE FACE OF THE SEAT ARE NOT ACCEPTABLE.**

PART 4 - WARRANTY

100 YEAR LIMITED WARRANTY for all aluminum; posts, clamps, beam, and caps, against structural failure due to corrosion, deterioration or workmanship. This warranty does not include any cosmetic issues.

15 YEAR LIMITED WARRANTY for all plastic and steel components, including Tuff Timbers, against structural failure due to corrosion, deterioration or workmanship. This warranty does not include any cosmetic issues.

15 YEAR LIMITED WARRANTY for Tendertuff coating against structural failure due to corrosion, deterioration or workmanship. This warranty does not include any cosmetic issues.

15 YEAR LIMITED WARRANTY for TuffTurf against material defects and workmanship when properly installed.

3 YEAR LIMITED WARRANTY for all moving parts; swing seats and hangers; track ride trolleys and bumpers; spring assemblies for all rocking equipment and any other equipment not included above against failure due to corrosion, deterioration or workmanship.

PART 5 - MANUFACTURER REQUIREMENTS

The manufacturer must have product liability insurance of at least \$10,000,000 from a reputable

insurance company and must have manufactured the specified products for at least 15 years. The manufacturer must supply a maintenance kit with each custom playstructure. Kit shall include wrenches for tamper-proof hardware, 1 can of graffiti remover, primer, and spray paint to match the color of the structure, sandpaper, and a comprehensive maintenance manual. The maintenance manual is to include a complete plan drawing of the structure, inspection procedures, inspection report forms, and installation instructions and parts list. The entire kit is to be sent directly to the maintenance supervisor unless specified otherwise.

2016 Playsystem Specifications

Weevos®, PlayBooster® and PlayShaper® playstructures are certified and validated to be in conformance with the ASTM F1487 Standard. Play structures 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 play structures to be 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 pressure washer, 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 phosphatized through a five-stage power washer. 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.

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

Standard colors are available.

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-1011. 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 for concrete products, (see specific product installation/specifications).

1. Castings are made from Glass Fiber Reinforced Concrete (GFRC). Glass fiber is Alkali Resistant (AR) type glass formulated for concrete. Nominal wall thickness of 1" and weighs about 11 1/2 lbs. per square foot. Castings have a strength of 1,500 lbs. per square inch in tension and 5,000 lbs. per square inch in compression. Finish: Latex paint made for concrete, natural colors.
2. Glass reinforced wet cast solid pour concrete product with a compression strength of 6000 PSI per ASTM C39 and weighs about 143 lbs. per cubic foot. Finish: Latex paint made for concrete, natural colors.

Rotationally Molded Polyethylene Parts: These parts shall be molded using prime compounded linear low-density polyethylene with a tensile strength of 2500 psi per ASTM D638 and with color and UV-stabilizing additives. Wall thickness varies by product from .187" (3/16") to .312" (5/16"). Standard colors are available.

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. Five standard solid colors are available. Some Permalene parts are available in a two-color product with (2) .100" thick exterior layers over a .550" interior core of a contrasting color. Standard two-color options 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 color options 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: PlayBooster® posts shall be individually packaged in sturdy, water-resistant, mar-resistant cardboard boxes. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. The components and crates are then shrink-wrapped to skids (pallets) to ensure secure shipping.

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 x 10⁶ 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. Provided by Berliner Seilfabrik.

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 x 10⁶ 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. Provided by Berliner Seilfabrik.

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 x 10⁶ 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 x 10⁶ 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 1 1/8" 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

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. AdventureScapes® Black cable only, SpaceLink Climber™ Red cable only. Provided by Berliner Seilfabrik.

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" (.312") 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 1 1/2" 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, eleven standard colors available, with 7 GA (.179") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available.

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

Vibe Enclosures: Rotomolded shell, eleven standard colors available, 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 x 10⁶ 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.

DigiFuse Barrier Panel Specifications for Entry Sign

Material Specifications:

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).

Clamps: Cast aluminum. Finish: ProShield, color specified.

DigiFuse Panel: Made from 1/4" (6,35 mm) thick aluminum sheet. Dye sublimation printed digital artwork is fused onto the powder coated substrate.

Alternate Graphic Sign Panel Specifications

Graphics must be manufactured as Custom High Pressure Laminate (CHPL). CHPL graphic sign material is composed of several layers of phenolic resin impregnated kraft filler paper, a digitally imaged graphic, a layer of melamine resin, surfaced by a layer of translucent exterior UV / graffiti overlay protection. The entire panel, including exterior overlay, must be bonded under heat and extreme pressure to form a composite panel. The finish must be smoothly textured with reflectivity of 30 + or - 5 gloss units. The CHPL graphics must be warranted for a minimum of 10 years against fading, de-lamination and weather deterioration. There should be no warranty requirements for an annual application of water sealant, no exclusions for panels used in "extreme temperatures" and no clause that warranties can be denied due to "improper maintenance". Panels must be able to be cleaned with any solvent and not restrict use of products containing lacquer thinner or acetone. All cutting and finishing to be done using a CNC router. Graphics must be made using 12-Color High Definition printing technology. Vendor shall provide a sample from a supplied file to confirm quality. Panels must be entirely made in the U.S.A.

Concrete Specifications

I. Manufacturer's Capabilities and Certifications

Manufacturer must demonstrate significant experience in managing concrete projects, with at least 5 years experience designing, fabricating, manufacturing and delivering sprayed, wet cast, and sculpted concrete products.

All structures shall be designed to meet Consumer Product Safety Improvement Act (CPSIA) safety requirements.

Manufacturer will produce concrete products in a controlled indoor setting under their direct control.

Manufacturer must show that they've assigned sufficient financial and operational resources to past projects of various sizes and also multiple projects simultaneously.

Manufacturer shall have in place, and be effectively using, a Quality Management System with current certification to ISO 9001:2008 or higher.

Manufacturers shall have in place and be effectively using an Environmental Management System with current certification to ISO 14001:2004 or higher.

Manufacturers shall provide its current Sustainability Report and, upon request, documentation of all solid, liquid and gaseous waste streams including storm water management. In addition, manufacturer shall have been tested to meet all regulatory requirements and have current permits in place.

Manufacturer shall document all materials certifications, test procedures and results, and provide copies of this data upon request.

All welding shall be performed by AWS-certified welders. Welders' certificates must be current and stored at manufacturer's production location.

All structures must have traceability to specific dates linking manufactured components to specific concrete batches.

Portland cements must be tested and certified to contain no hazardous materials (such as heavy metals).

Manufacturers shall provide documentation indicating process water used in production operations for concrete products is recycled for re-use within the facility.

Fly ash, a by-product of coal-fired power plants, used in concrete mixtures shall be Class F and shall not displace more than 50% Portland cement (by weight).

II. Quality Materials and Process Controls

A. Factory Finished and Installation Ready

All concrete products, both standard and custom engineered, shall be factory produced, finished and ready for installation. When minimal fieldwork is necessary, manufacturer will directly perform this work or adequately train a third party to perform it.

Installation instructions and materials shall be furnished by the manufacturer for concrete play equipment (standard site-supplied materials such as concrete for footers, foundations, play surfacing and similar materials are not included).

All products will be shipped from the manufacturer in a manner that protects the finished product from damage.

All concrete products will be designed and engineered to include site placement components such as forklift pockets, attachment points, transitions between structures, etc.

Multi-component installations shall be factory dry-fit, and pre-installation photos will be provided to the manufacturer's representative, owner/architect and installer prior to shipping.

Manufacturer must provide drawings of the site, structures and individual components in 2D and 3D views. Additional details, such as scale models or photographs of models, may be required. All drawings must call out materials and finishes, and provide a scaled, realistic view of the proposed work, adjacent play structures and siting.

B. Quality Assurance

All compressed air used in the manufacturing process shall be clean, filtered and dry to eliminate contaminants in finishes, concrete and the environment.

Water used for concrete mixes shall be clean and potable. Water temperature shall be regulated within 5 degrees F to ensure uniformity of concrete mixes, good workability and maximum ultimate strength.

Shrink cracks shall be no wider than the thickness of a U.S. nickel and must not impair the structural integrity of the concrete structure. Any shrink cracks appearing during the cure process must be filled prior to finishing and shipping. Structural cracks (a crack completely through a product) are not acceptable.

All materials used in concrete shall be computer-controller mixed, not hand mixed, to pre-determined recipes with the volume and weight measures of the batching systems accurate to within 3% of the target value.

Wet cast concrete shall have a sample test cylinder retained from each day's production. Cylinders must exceed 5000 psi (35 MPa) compressive strength at 14 days, and test records must include the date of pour, test date, ultimate strength, test operator name and calibration records. Records shall be retained for 10 years.

Sprayed panels shall have a daily series of 3 test panels retained for strength and cohesion testing. Test panels shall be prepared using the same materials and personnel used for the production panels. Test panels shall be dated, and test records must include the production date, test date, ultimate strength, test operator name and calibration record. Documentation shall be retained for at least 10 years.

All play products shall have a serial number assigned and applied to the product that tracks to manufacturer, manufacturing date, processes and materials.

Controlling "Primary Efflorescence" shall be a key component of batch materials selection and process controls, curing cycle design, and protection from weather prior to finishing. "Secondary Efflorescence" is more difficult to control and should be expected in minor amounts.

Manufacturers shall provide as part of the hardware kit, instructions and materials to clean and touch up "Secondary Efflorescence" residues.

Sprayed glass fiber-to-concrete ratio: 4.0% to 4.5% (per PCI handbook, Appendix F, test 2 and 3) and wet cast concrete in-process testing shall include:

- Air Entrainment: 6% - 8% (per ASTM C260)

C. Sprayed, Wet Cast and Sculpted Processes

1. Sprayed Concrete

Glass fiber reinforced concrete (GFRC) panels will be sprayed into molds using a multi-layering technique to ensure a solid, homogenous, void-free, contiguous panel no less than 3/4" thick.

Premium silicone molds shall be used. Mold release agents or other surface contaminants shall not be used in any circumstances.

Panels shall be sprayed using a device that combines concrete, alkali-resistant glass fiber and compressed air to deliver a properly proportioned mixture of concrete and fiber to the mold. Adequate controls must be present to ensure a 4 – 4.5% glass content (by weight) in the mixture.

The multi-layer spray process shall be executed with minimal interruption between layers. All layers shall be applied while previous layers are wet to the touch.

Lifting points and structural steel attachment points shall be inserted between GFRC layers.

Depth testing shall be performed in-process on all mold panels to ensure minimum 3/4" thickness.

2. Wet Cast Concrete

Wet cast concrete products shall have a 0.1% (by weight) fiber content to improve strength and reduce stress cracking.

Where multiple batches are used to complete a pour, all pours shall be performed while all batches remain wet and uncured. Each pour must be vibrated to consolidate the pour, incorporate previous pours, remove air pockets and achieve good feature definition. No pour may be added to a previously cured product.

Components or structures executed in wet cast materials shall have no obvious part lines or mold lines.

3. Sculpted Concrete

Sculpted structures shall have GFRC manually applied utilizing a multi-layered technique. Layers shall be applied with minimal interruption between layers and be no less than 3/4" thick at any location (except designed features).

All manually applied GFRC shall be completely supported by a steel mesh 100% MIG welded sub-structure which is welded to a steel base. GFRC shall be mechanically 'locked' to the sub-structure as part of the design and application process. Wire shall not be used to connect any component.

The outermost face layer of concrete shall NOT include glass fiber.

4. Curing

All concrete products shall be cured in a computerized, temperature and humidity-controlled environment for a minimum of 7 days to increase strength, reduce cracking and minimize efflorescence

D. Structure Engineering

All structures and events, which require a steel base, shall incorporate primed and powder-coated forklift pockets and be fabricated using MIG welding. Welds shall be coated with cold galvanizing after fabrication. Design for 12" bury, including surfacing materials.

All in-factory welding shall be performed by AWS certified welders. Manufacturer shall provide documented evidence of welder certification.

Structures comprised of GFRC panels shall be MIG welded together using structural steel elements such as channel, angle, tube and bar. The GFRC component shall be MIG welded to a steel base incorporating fork pockets as above.

Sculpted concrete structures containing load bearing components shall be engineered with a steel sub-structure including welded re-bar, and perforated 18G sheet steel skeletons. Cover with GFRC concrete.

All structures shall be designed to be placed on leveled, compacted material. Installation instructions and hardware kits shall be provided for each component and shall indicate placement, relative elevations and locations, and specific details for footings, anchoring or securing.

Load bearing structures designed to combine concrete with other play components (i.e. rocks and ropes, slides or tunnels) shall have internal steel structures to isolate the added loads from the concrete component. Loads must be safely transmitted to the steel base of the concrete component.

Structures combining concrete components and climbing-rope events shall provide instructions

and anchoring details so installation personnel may securely anchor the GFRC component to footings. Combined structures shall also include:

- Internal galvanized steel and a MIG welded support structure for attachment points for rope systems
- Additional base reinforcing comprised of 8" C-channel welded to existing steel bases
- Factory welded and painted to match attachment points for engineered rope end fittings

III. Environmental and Sustainable Operations

All waste streams shall have test results and documentation that proves hazardous materials are NOT being discharged from the manufacturing site. Manufacturer shall provide, upon request, documented evidence of:

- Storm water management and permit
- Waste water testing and permit
- Liquid and solid waste testing and permit

Manufacturer shall reclaim waste concrete and recycle process water streams to minimize liquid and solid wastes discharged from operations. Manufacturer must document the proper disposal of any waste material requiring permitted handling.

All materials used in the manufacturing process shall minimize the use of hazardous or dangerous materials. Finishing materials (paints, stains, plating compounds) must not exceed EPA limits for heavy metals, especially chromium, which is a component of conventional acid washes and colorants for concrete.

Manufacturer shall maintain an Environmental Management System independently certified to ISO 14001 standards.

Portland cements shall be 17% recycled material and certified "hazardous materials free."

Wet cast concretes shall incorporate fly ash to displace Portland cement from the mix at a minimum of 25% by weight.

Operations generating dusts or mists shall have those dusts and mists captured and contained via air management systems and/or spray booths. Permitting (as required) shall be current.

Employee health, safety and ergonomics shall be of primary concern during concrete operations. Safety performance data shall be prominently displayed, and employees shall be encouraged to participate in all safety and wellness programs. Employees shall be protected from injury with engineering controls, training and Personal Protective Equipment provided by the manufacturer.

IV. Warranty

Concrete components shall have a 10-year limited warranty against structural failure due to natural deterioration or manufacturing defects. Minor chips, hairline cracks and efflorescence are inherent in concrete products and are not covered by warranty.

Cattail Topper

Cattail

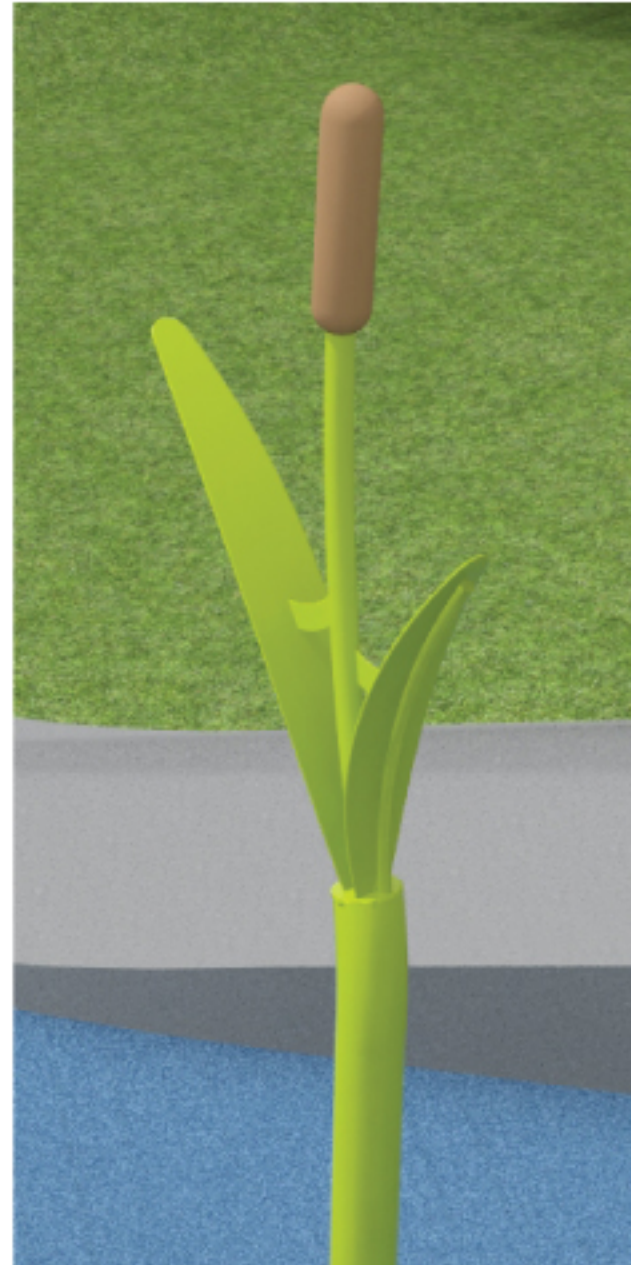
Approximately 53" in height
Approximately a 1.5" diameter post with GFRC capsule topper
Stipple brown texture

Profile cut metal leaves - powder-coated

Construction Details

18 gauge expanded metal is welded to create capsule shape
Coated with 1" sprayed (GFRC) sculptural concrete
Painted with concrete paint / stain

Designed as a direct bury post
Surfacing = Pour in Place
Approximate weight 150 lbs



Reference Picture

Conceptual design only and is subject to possible changes

Custom GFRC lead times can be 12-16 weeks



Animal Steppers

Badger and other Michigan animals

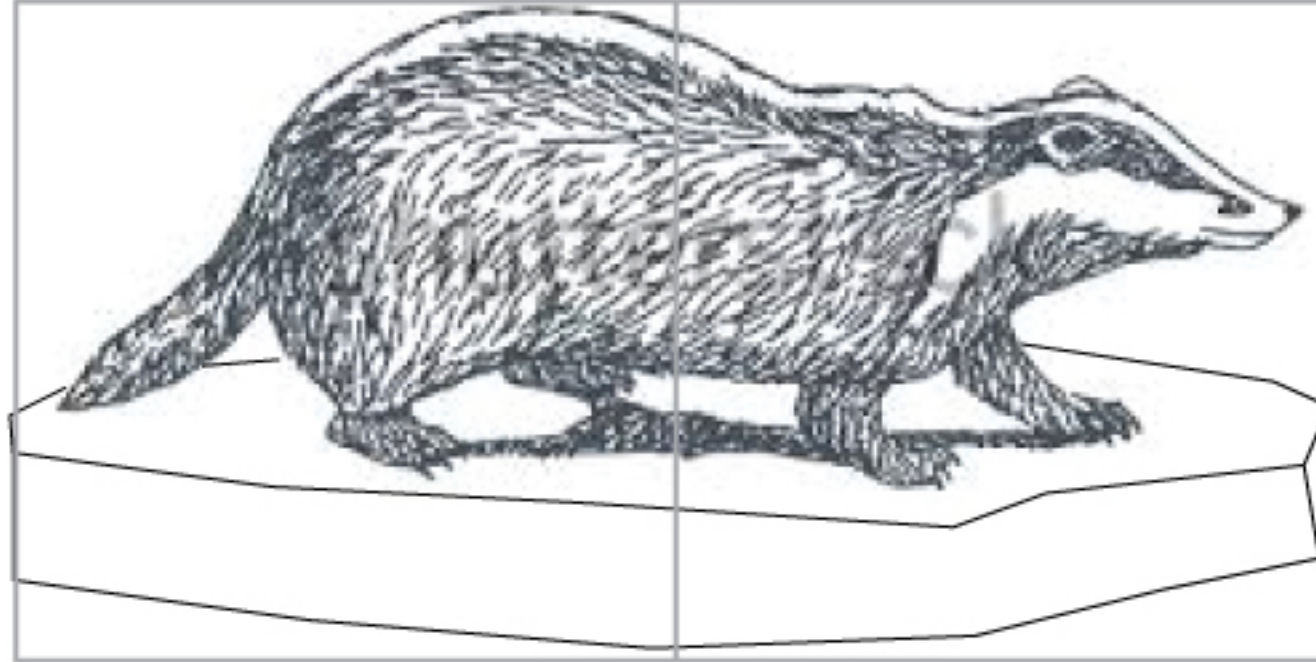
Approximately 24" long x 12" wide x 12" height
Standing on rock like base

Construction Details

Built with welded internal steel tubing and rebar skeleton
18 gauge expanded metal is welded to the entire exterior
Coated with 1" sprayed (GFRC) sculptural concrete
Painted with concrete paint / stain

Designed on a fork pocket skid
Bury depth = 12"
Surfacing = Pour in Place
Place on compact aggregate
Approximate weight 600 lbs

Includes logo and warning plaque



Conceptual design only and is subject to possible changes



LSI GFRC Animal sculptures



Custom GFRC lead times can be 12-16 weeks



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Penchura L.L.C. 6-24-2016



Snapping Turtle Climber

Snapping Turtle

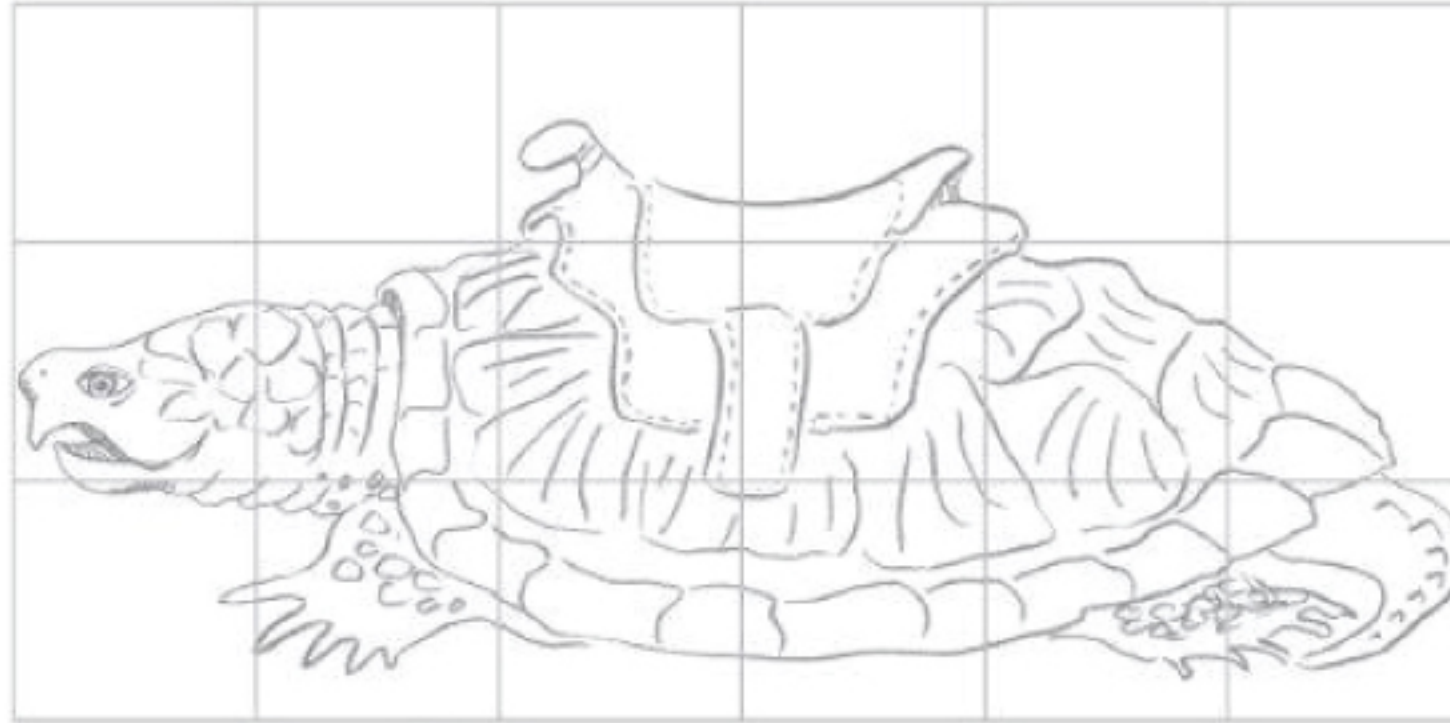
Approximately 72" long x 48" wide x 30" height
Includes saddle for sitting

Construction Details

Built with welded internal steel tubing and rebar skeleton
18 gauge expanded metal is welded to the entire exterior
Coated with 1" sprayed (GFRC) sculptural concrete
Painted with concrete paint / stain

Designed on a fork pocket skid
Bury depth = 12"
Surfacing = Pour in Place
Place on compact aggregate
Approximate weight 1000 lbs

Includes logo and warning plaque



Conceptual design only and is subject to possible changes



LSI GFRC sculptures



Custom GFRC lead times can be 12-16 weeks



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Mushroom Climber

Mushroom

Approximately 72" height x 84" long x 72" wide
Stem has 30" tunnel with window
Dimensional hand and foot hold "bumps"
Includes 3 small mushroom steps
Vertical net climber
Spider sculpture

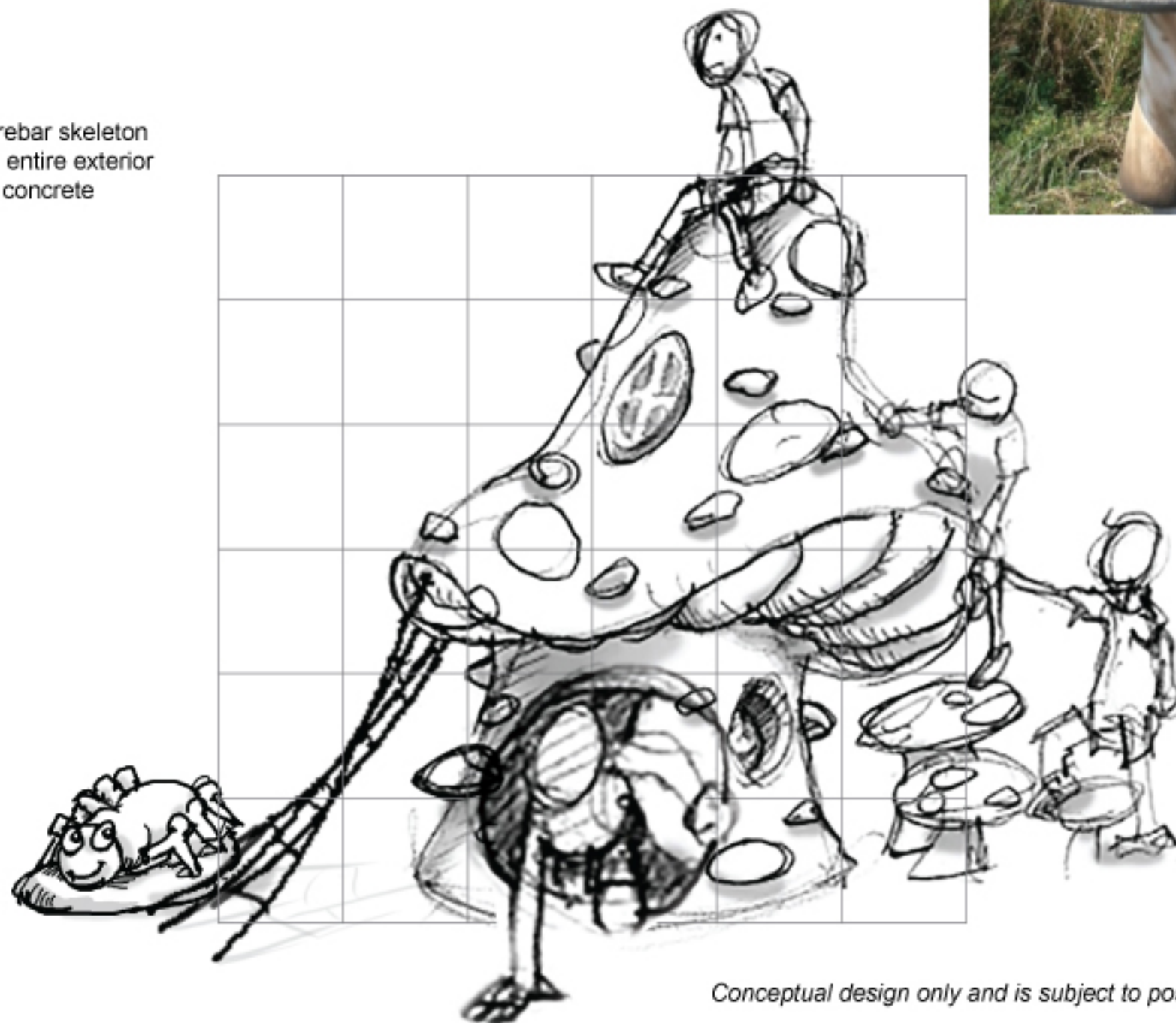
Construction Details

Built with welded internal steel tubing and rebar skeleton
18 gauge expanded metal is welded to the entire exterior
Coated with 1" sprayed (GFRC) sculptural concrete
Painted with concrete paint / stain

Designed on a fork pocket skid
Bury depth = TBD
Surfacing = PIP
Includes logo and warning plaque
Approximately 2500 lbs



Reference Pictures



Conceptual design only and is subject to possible changes

Custom GFRC lead times can be 12-16 weeks



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6-24-2016



Snake Stepper or Climber

Sanke

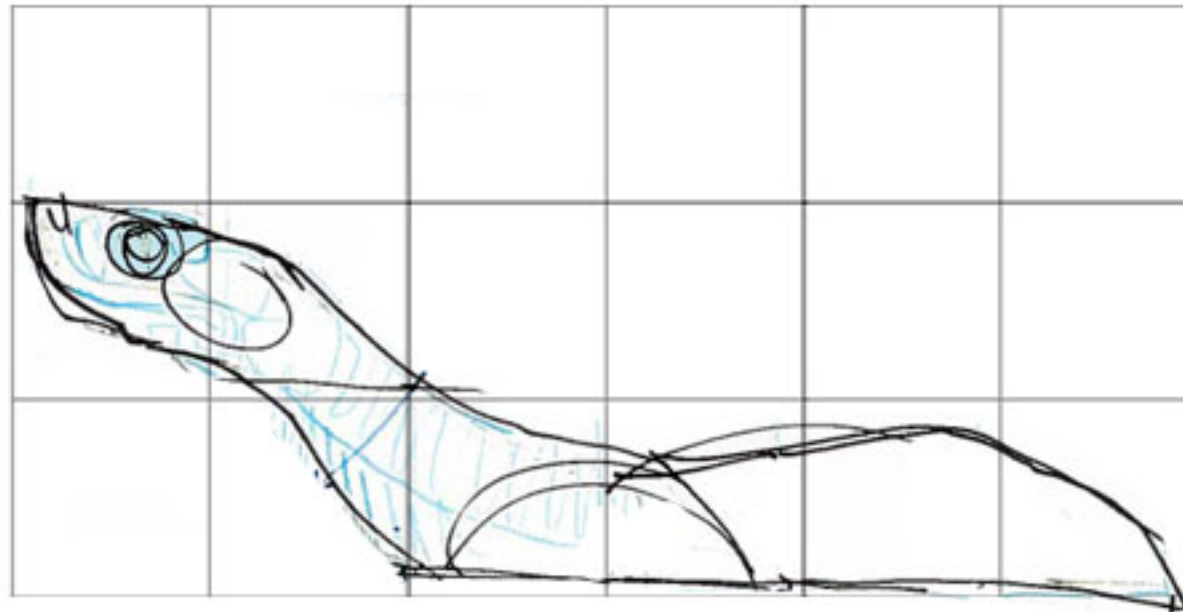
Approximately 72" long x 48" wide x 24" height

Construction Details

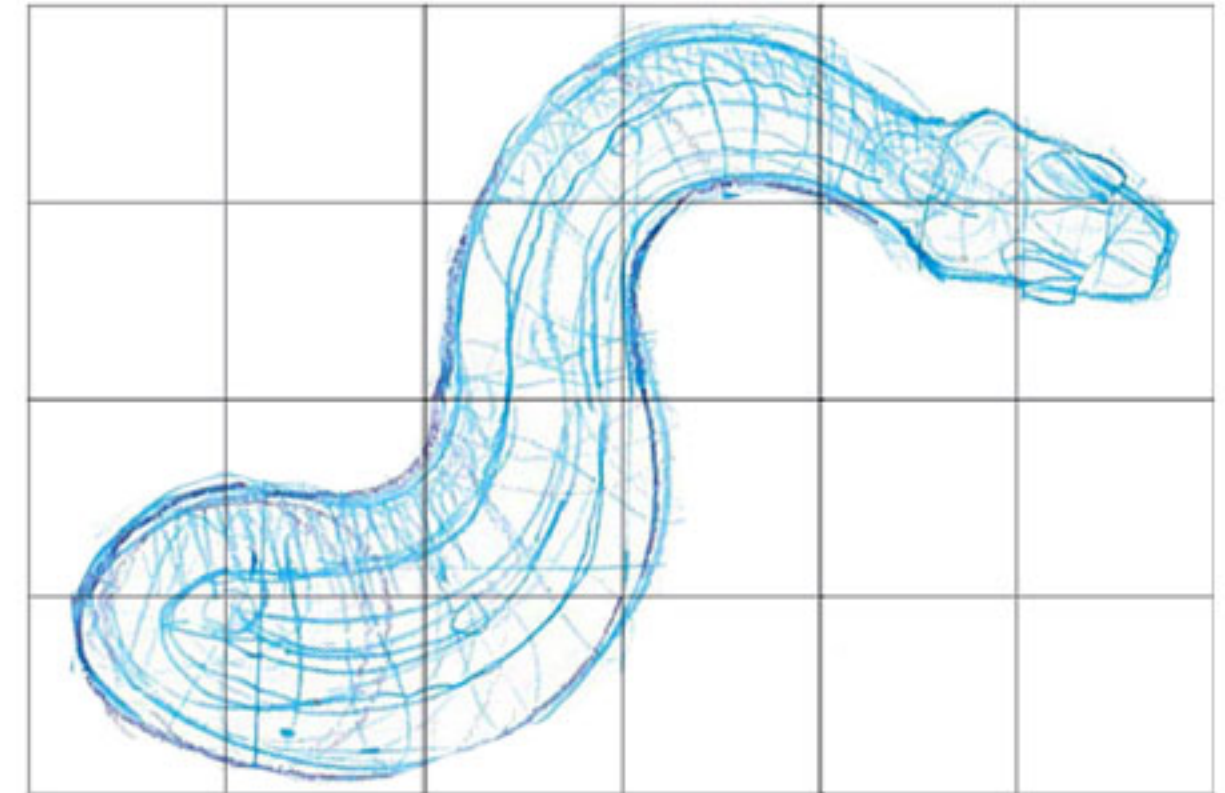
Built with welded internal steel tubing and rebar skeleton
18 gauge expanded metal is welded to the entire exterior
Coated with 1" sprayed (GFRC) sculptural concrete
Painted with concrete paint / stain

Designed on a fork pocket skid
Bury depth = 12"
Surfacing = Pour in Place
Place on compact aggregate
Approximate weight 400 lbs

Includes logo and warning plaque



Side View



Top View

Conceptual design only and is subject to possible changes

Custom GFRC lead times can be 12-16 weeks



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Penchura L.L.C. 9-21-2016



Mushroom Steppers

Spotted Mushroom

Approximately 18" diameter x 8" - 24" height
Red top with white spots

Construction Details

Built with welded internal steel tubing and rebar skeleton
18 gauge expanded metal is welded to the entire exterior
Coated with 1" sprayed (GFRC) sculptural concrete
Painted with concrete paint / stain

Designed with direct bury footer
Bury depth = 12"
Surfacing = Pour in Place
Approximate weight 150 lbs

Includes logo and warning plaque



Conceptual design only and is subject to possible changes

Custom GFRC lead times can be 12-16 weeks



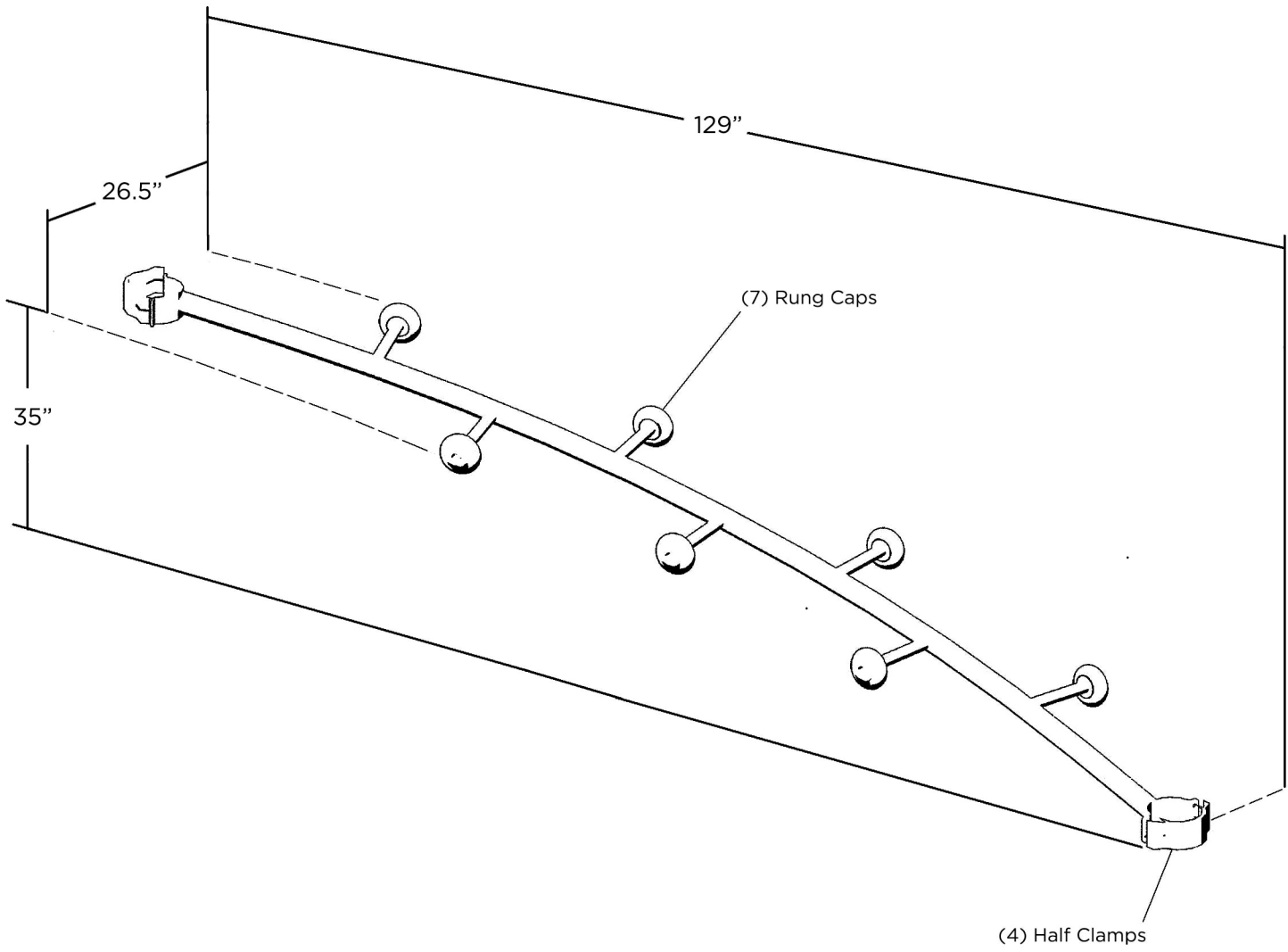
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Gallup Park

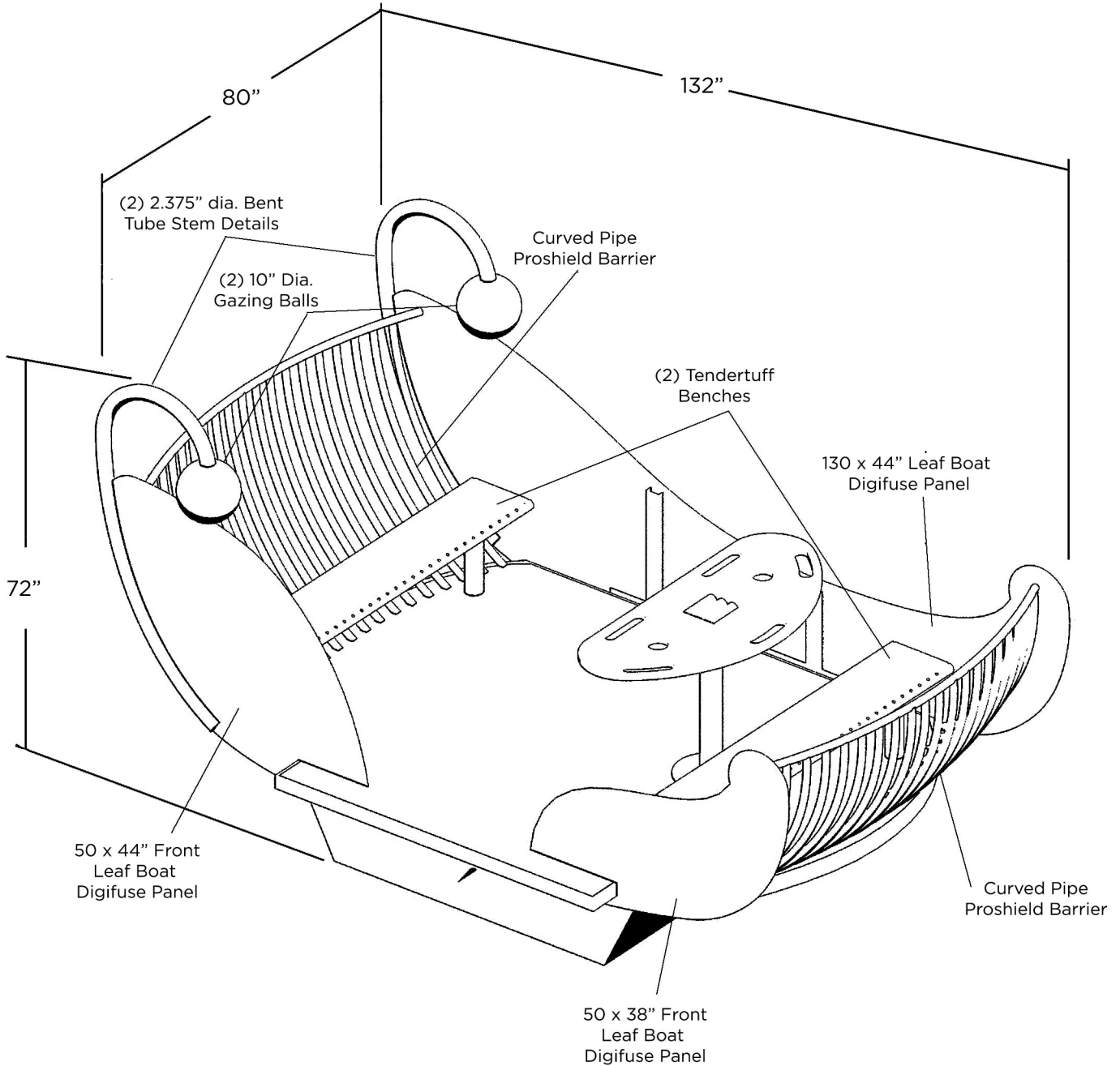
Penchura L.L.C. 6-24-2016





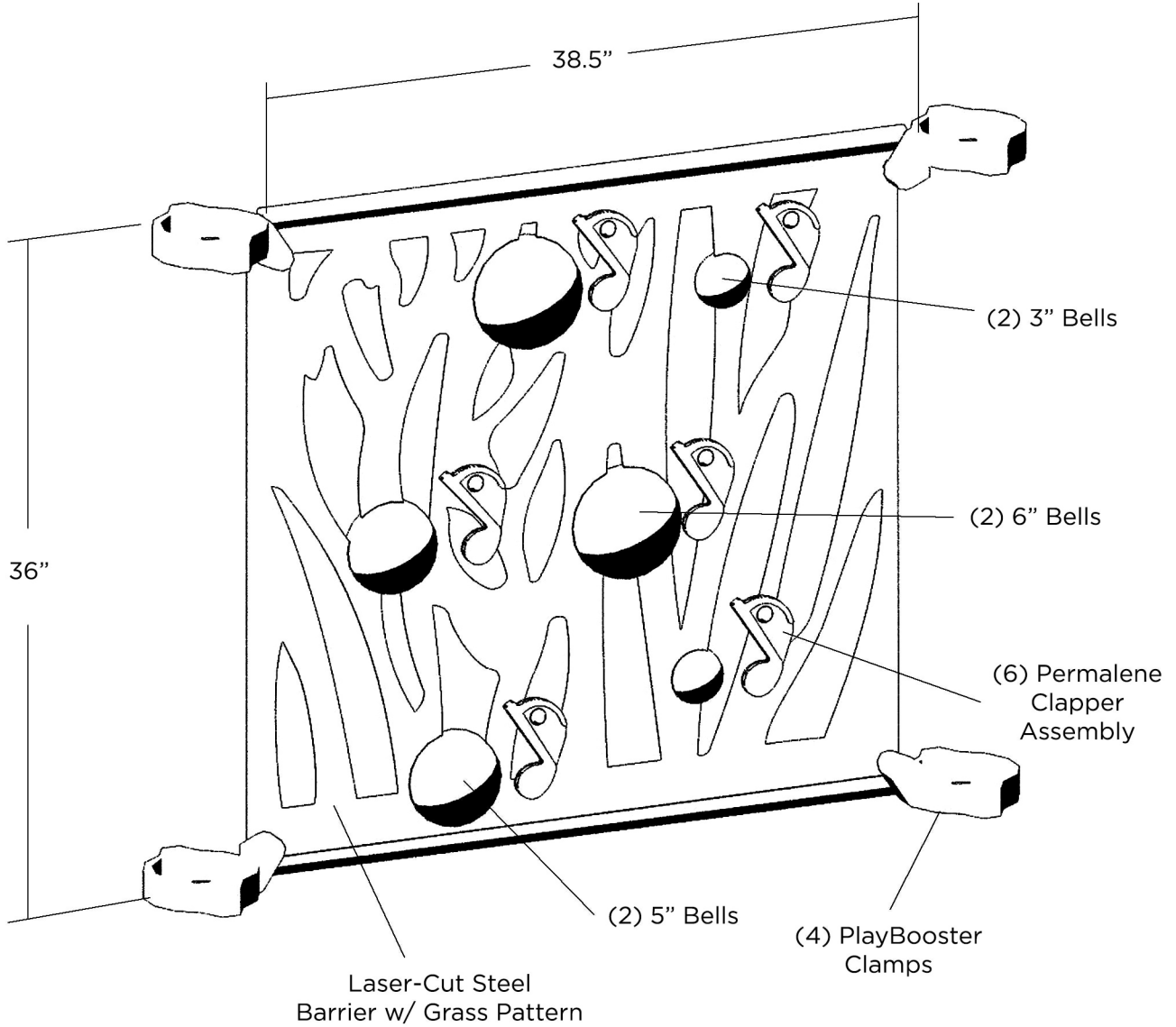
Custom Angled Lolliladder

Custom design based on standard part #193070 Lolliladder
Details may change during final engineering



Custom Leaf Boat Sway Fun

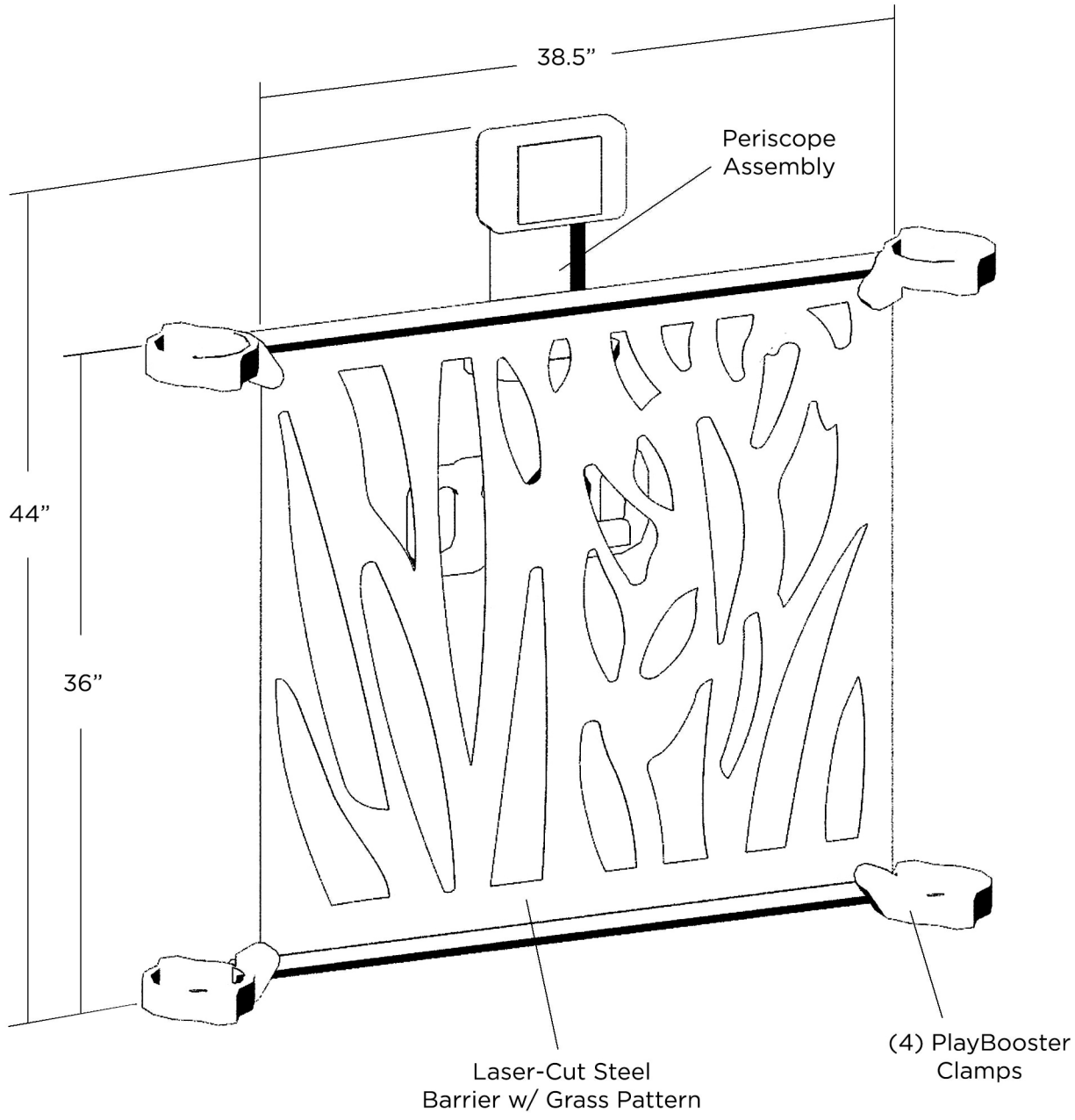
Custom design based on standard part #170894 Sway Fun
Details may change during final engineering



Custom Grass Ring-a-Bell Panel

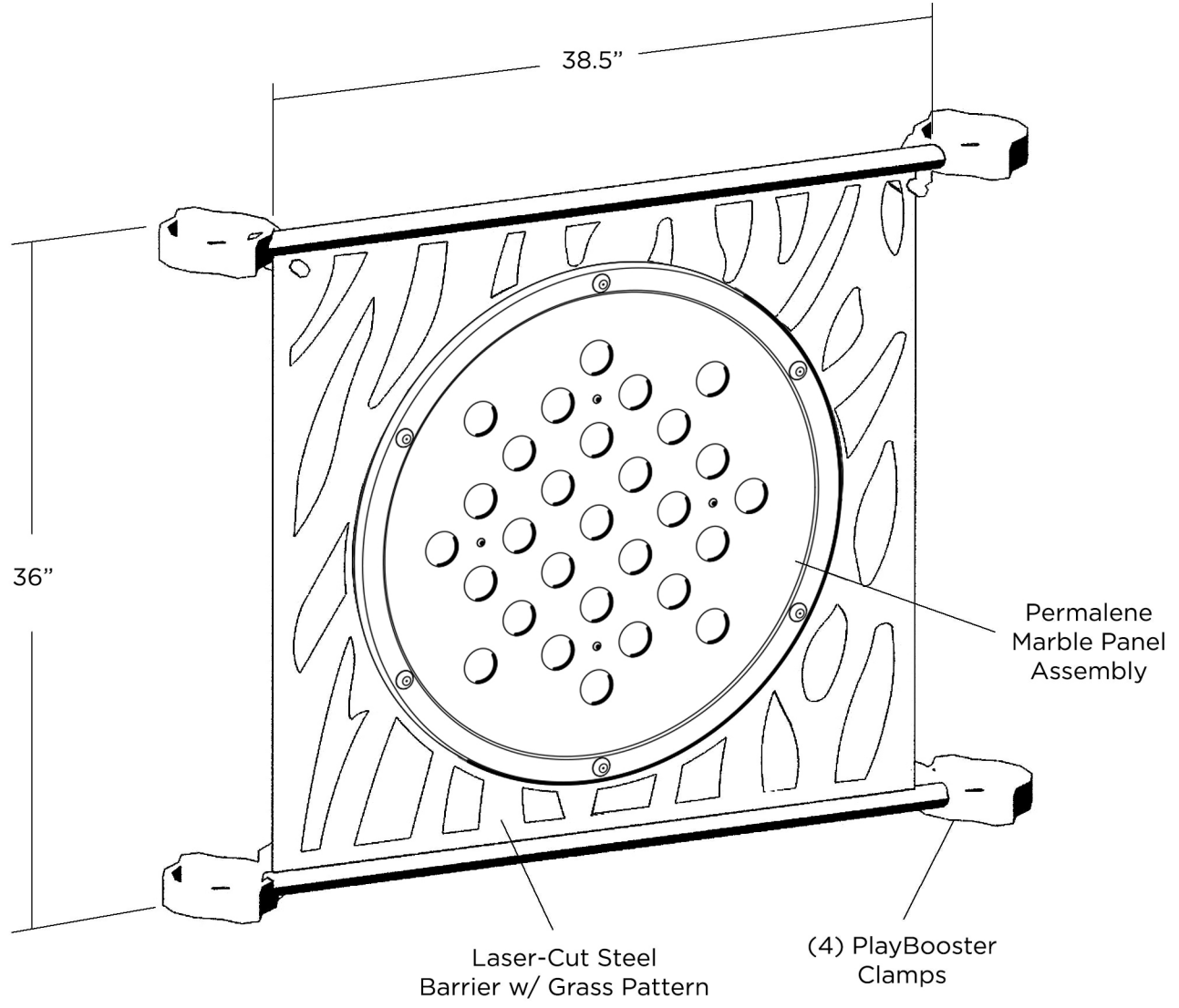
Custom design based on standard part #159459 Ring-a-Bell Panel

 Details may change during final engineering



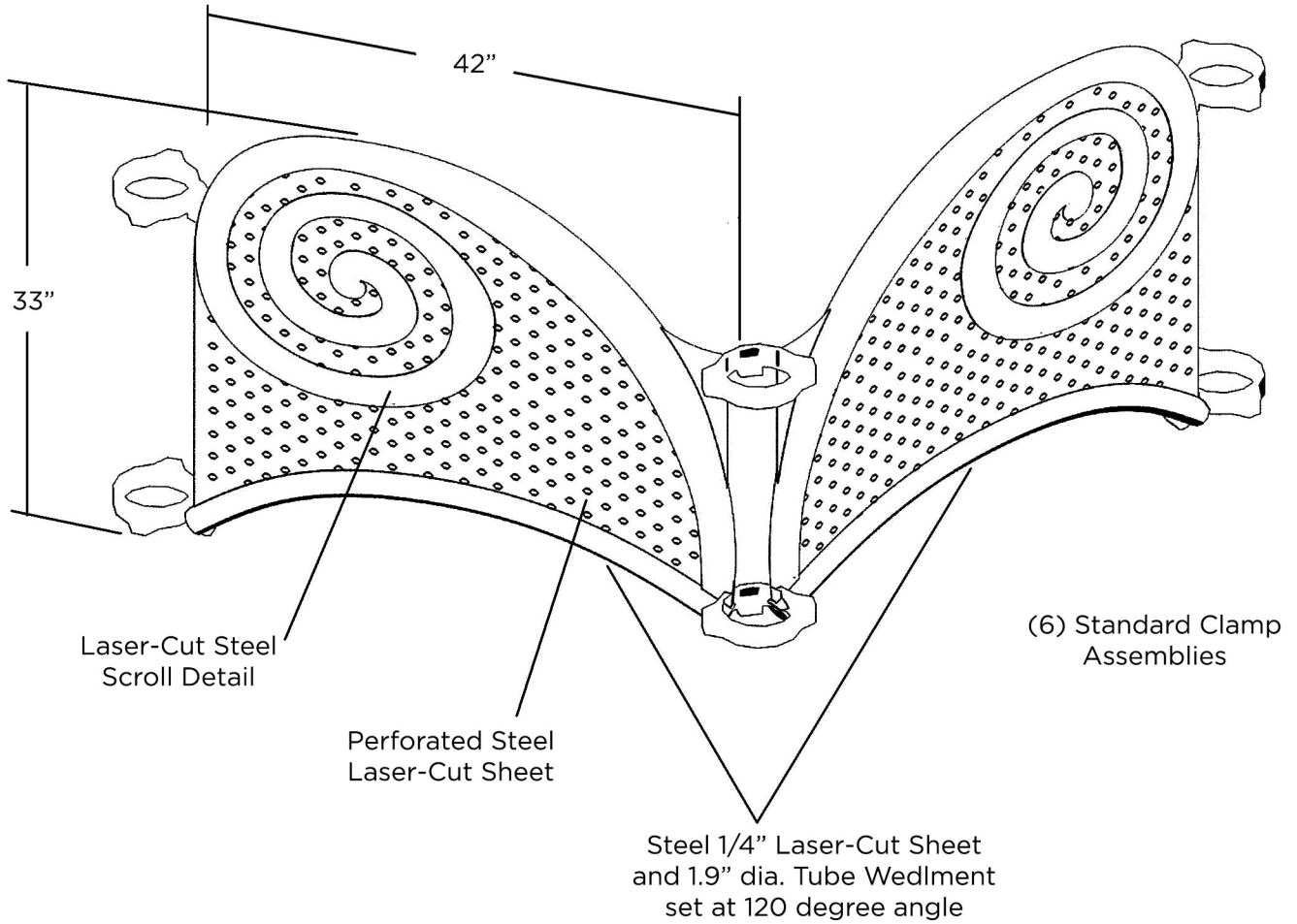
Custom Grass Periscope Panel

Custom design based on standard part #117957 Periscope Panel
 Details may change during final engineering



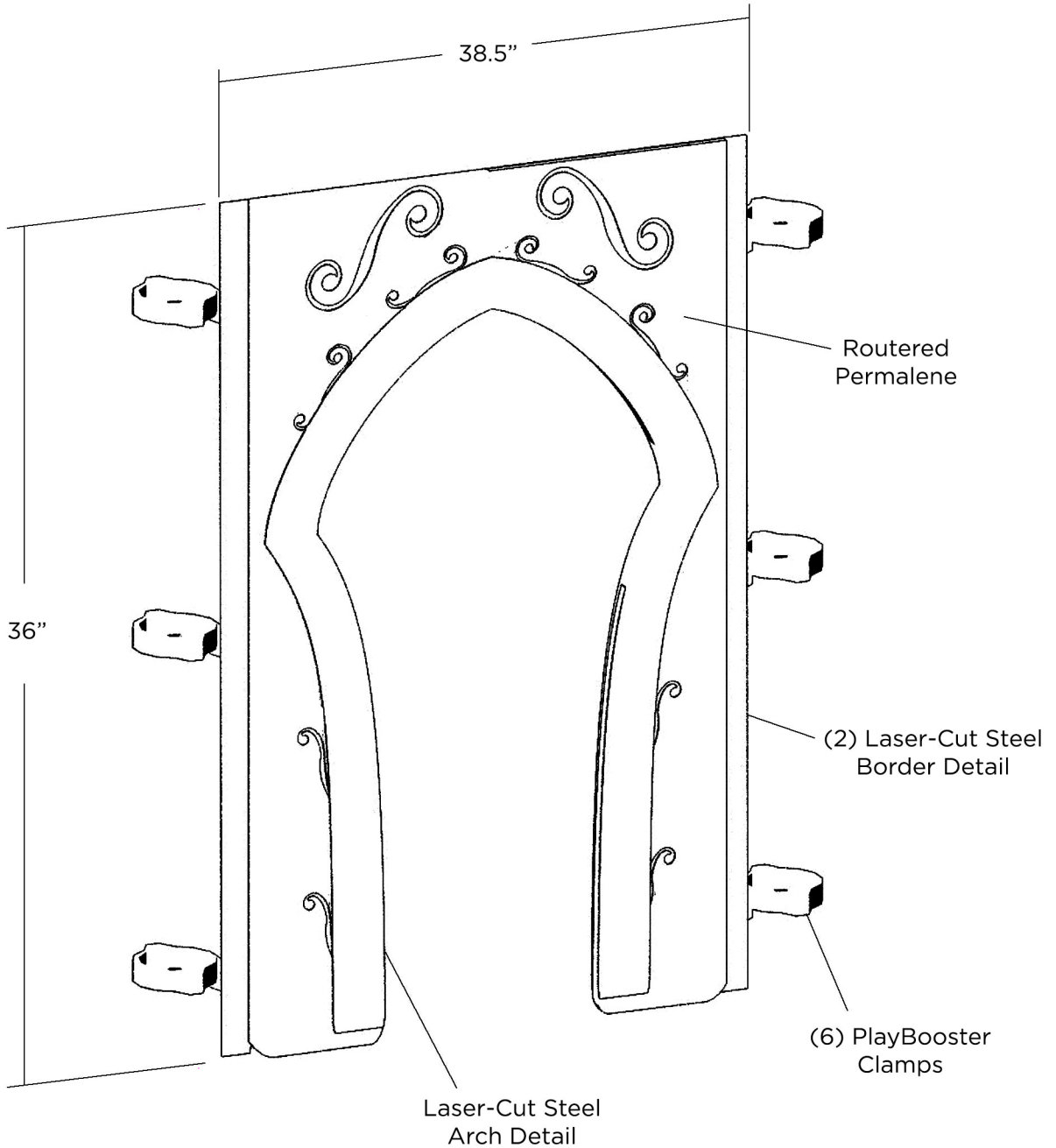
Custom Grass Marble Panel

Custom design based on standard part #173567 Marble Panel
 Details may change during final engineering



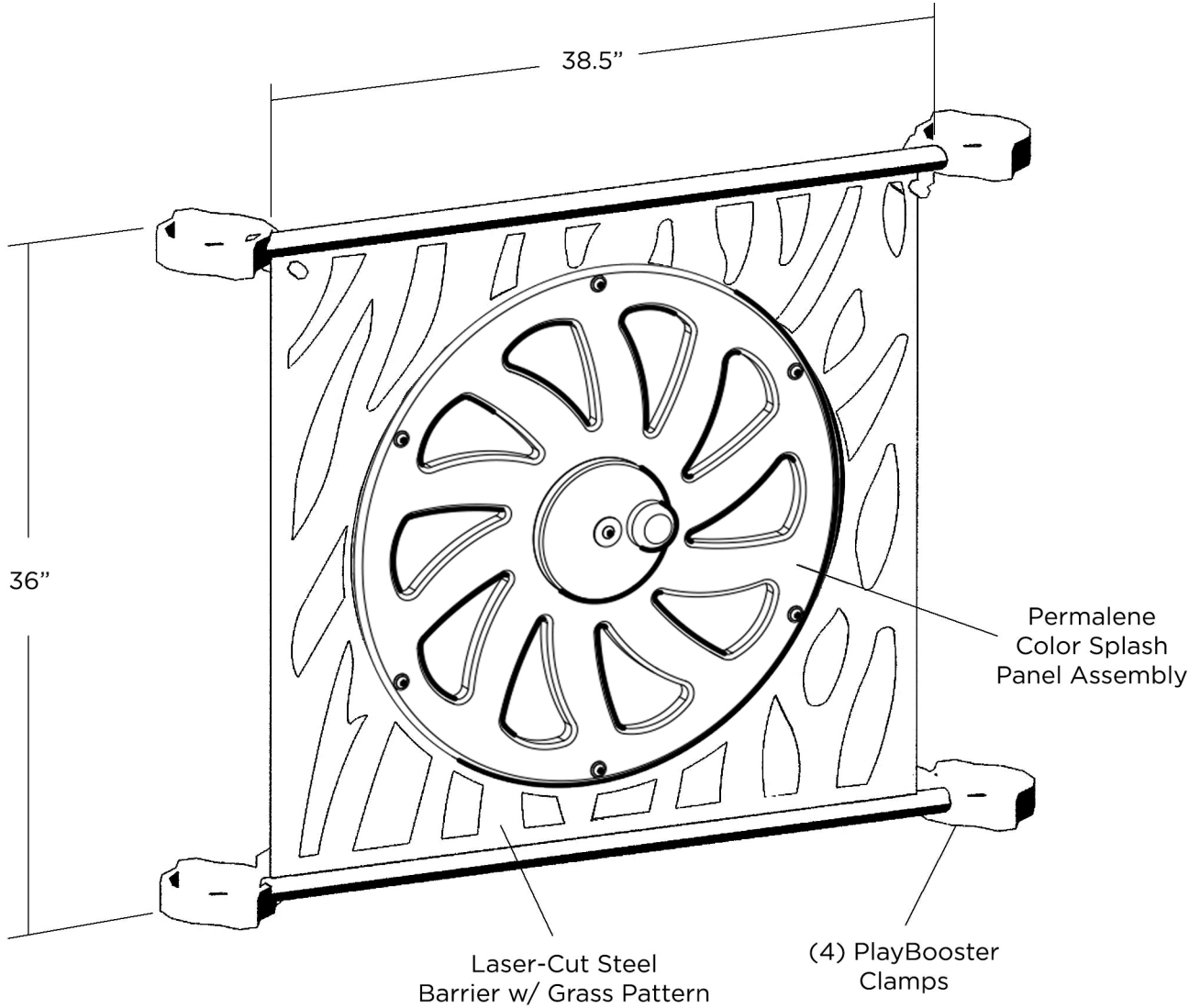
Custom Fairy Roof Panels

Custom design based on standard attachment methods similar to
 #217909 Digifuse Panel
 Details may change during final engineering



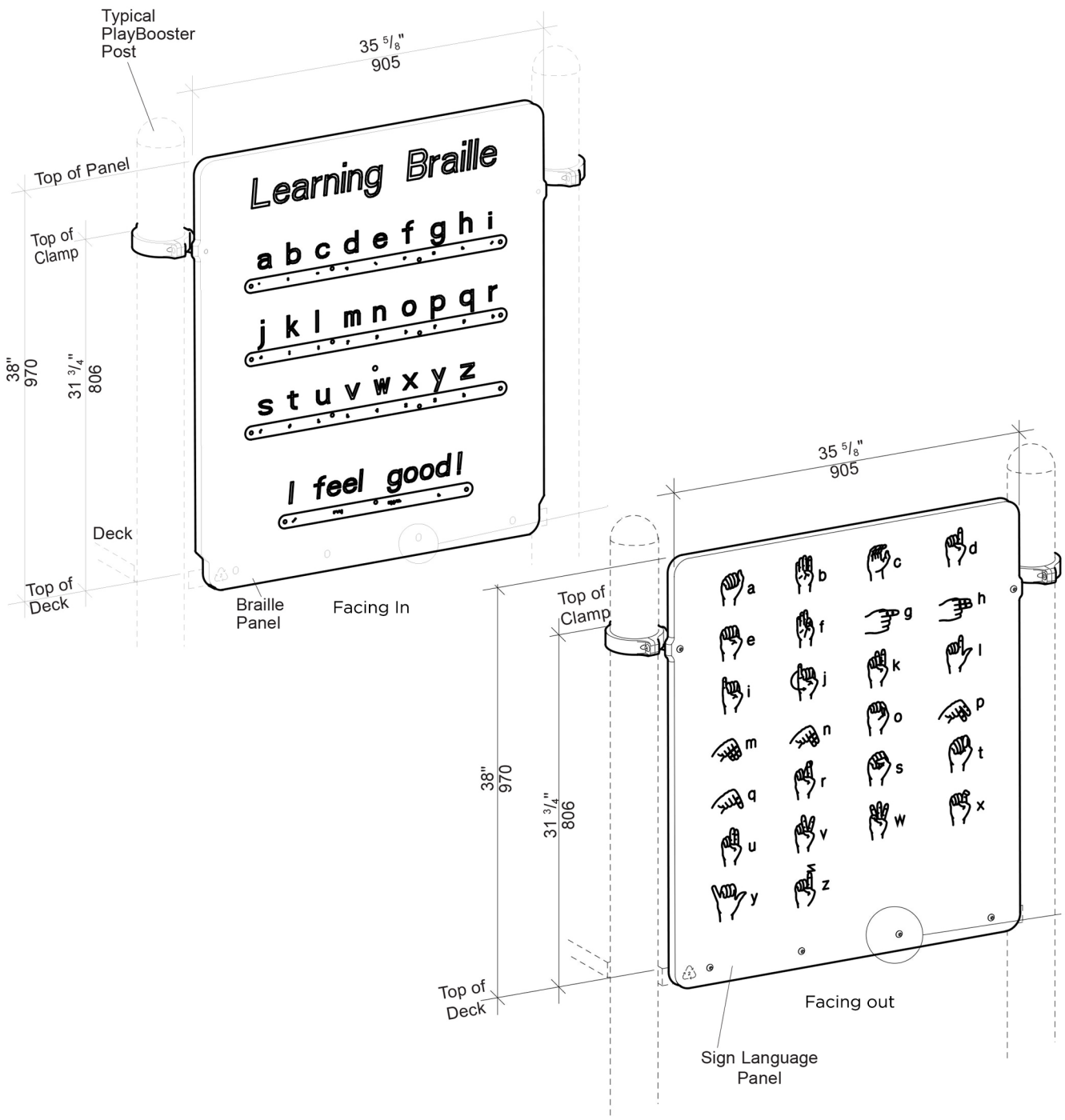
Custom Fairy Door Panel

Custom design based on standard permalene Panels
Details may change during final engineering



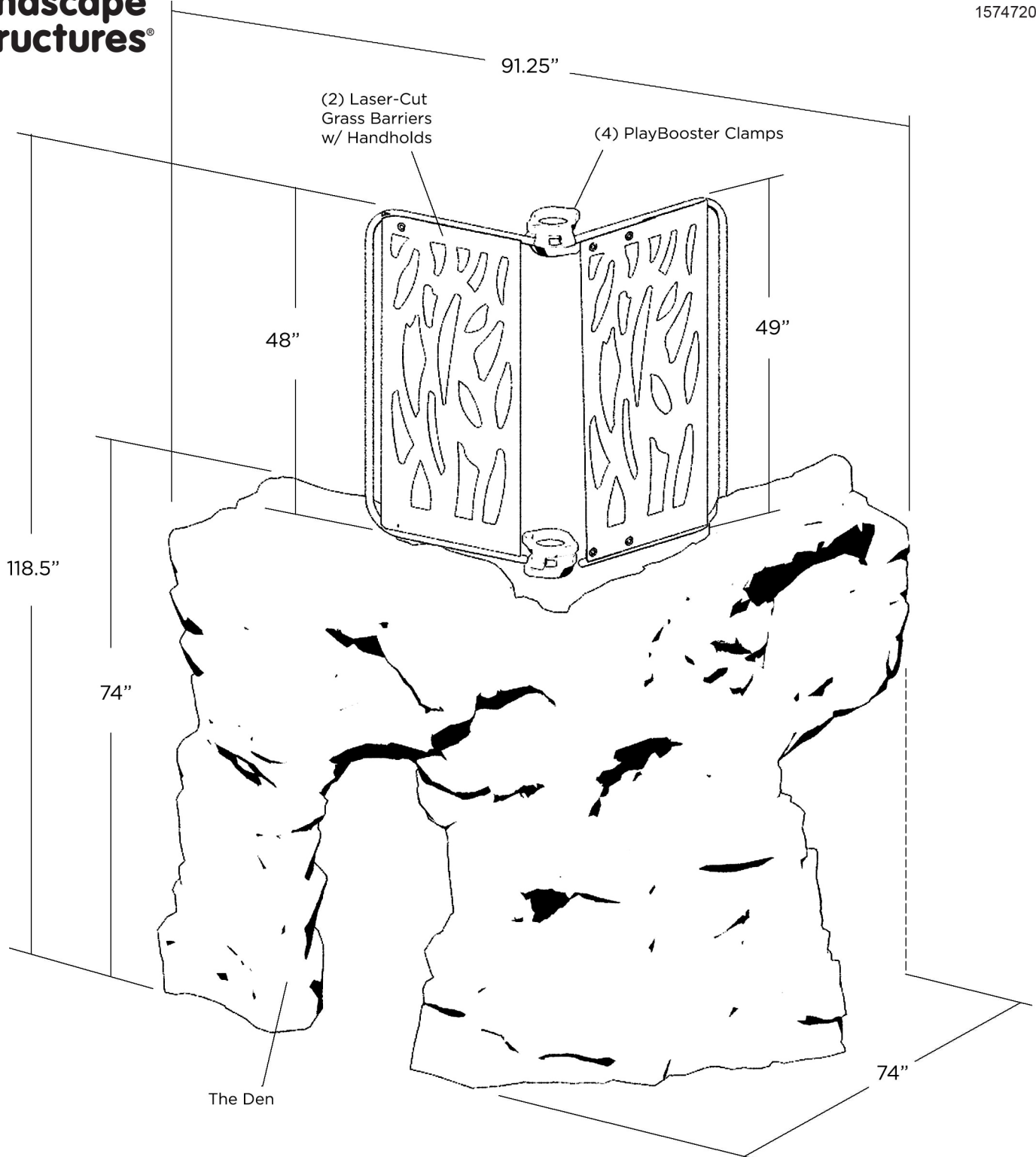
Custom Color Splash Grass Panel

Custom design based on standard part #177712 Color Splash Panel
 Details may change during final engineering

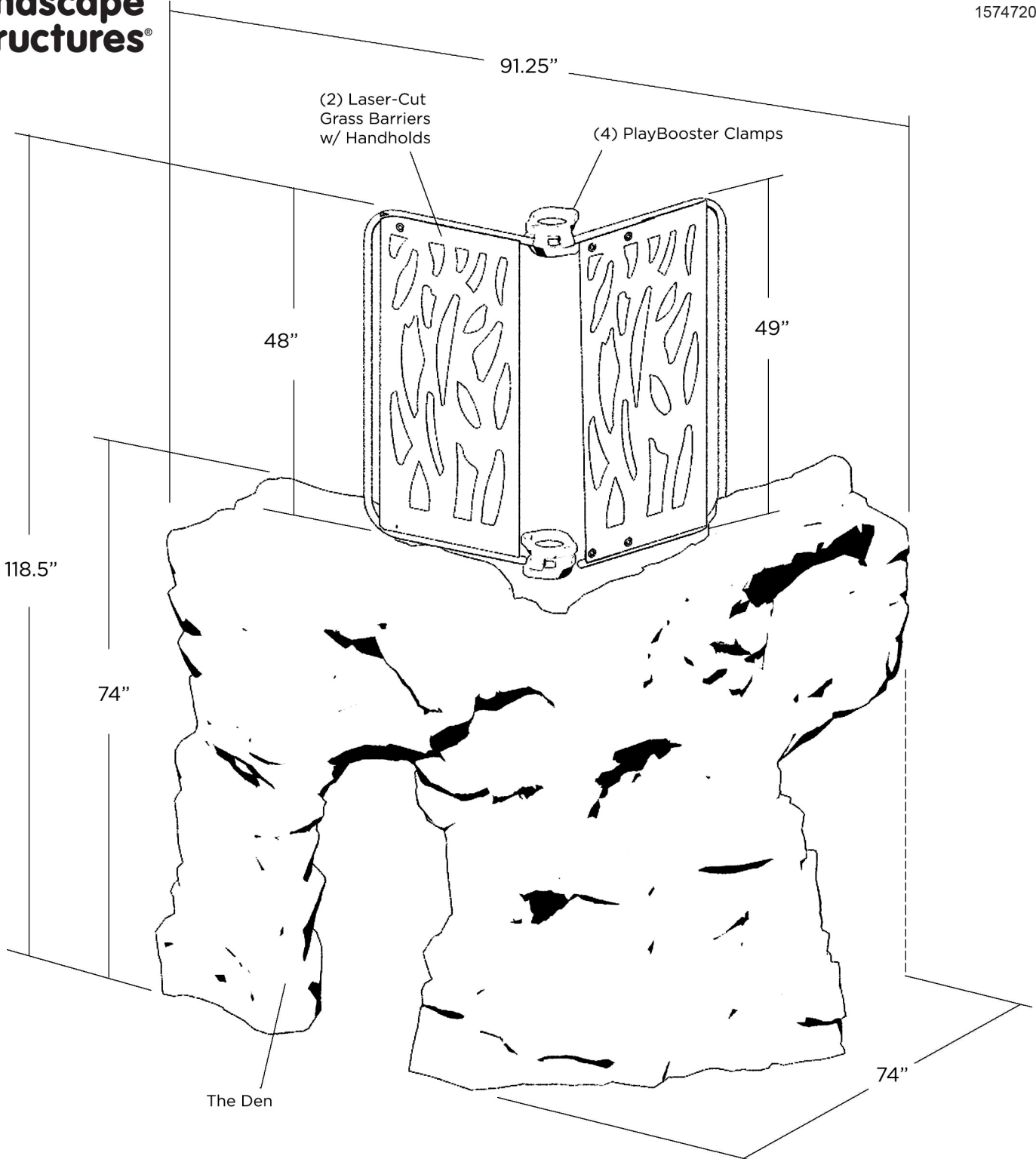


Custom Braille/Sign Language Panel

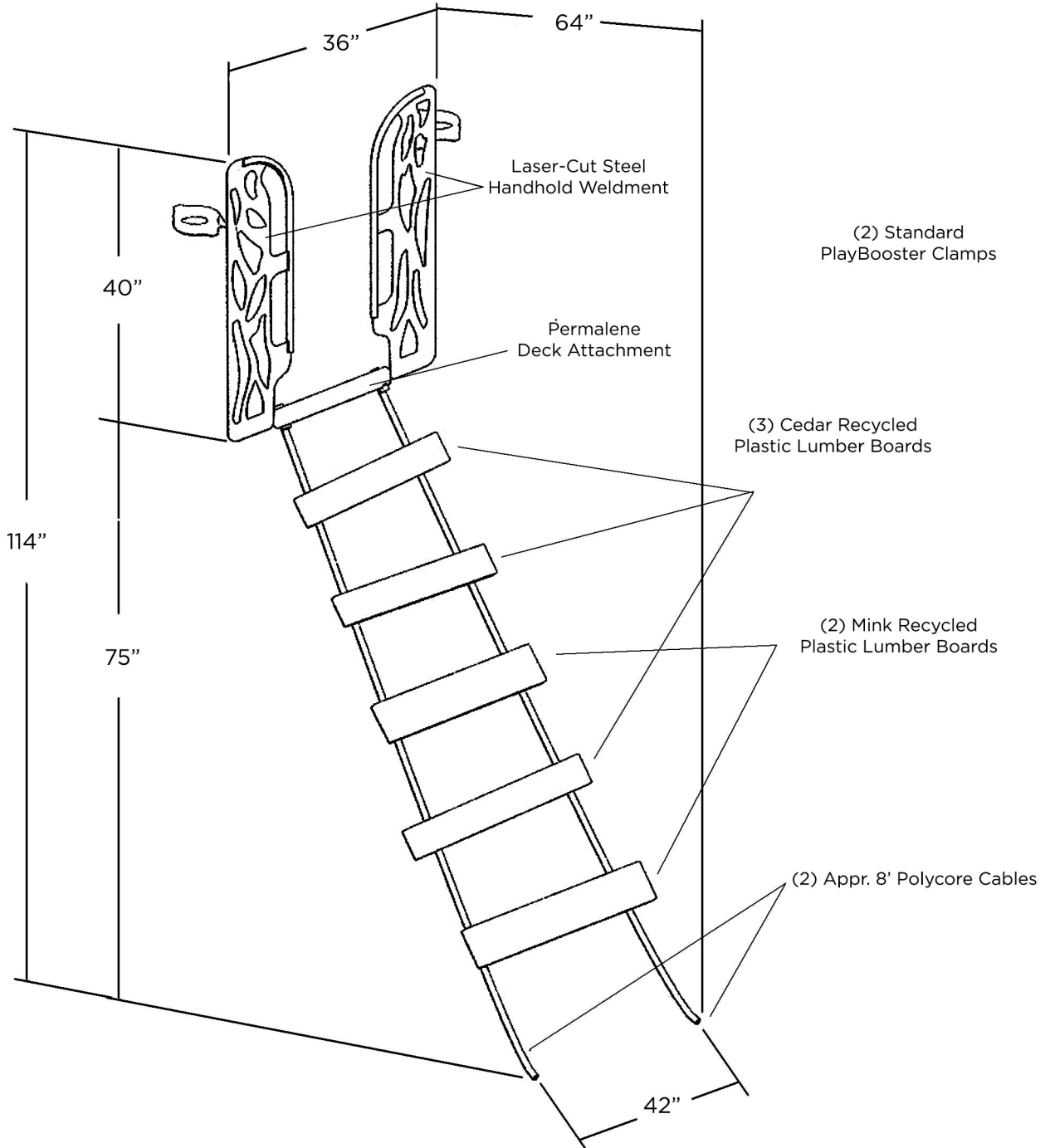
Custom design based on standard parts
 #123844 Braille Panel and #188835 Sign Language Panel
 Details may change during final engineering



Custom The Den Rock w/ Grass Barriers
 Custom design based on standard part #207584 The Den Rock
 Details may change during final engineering

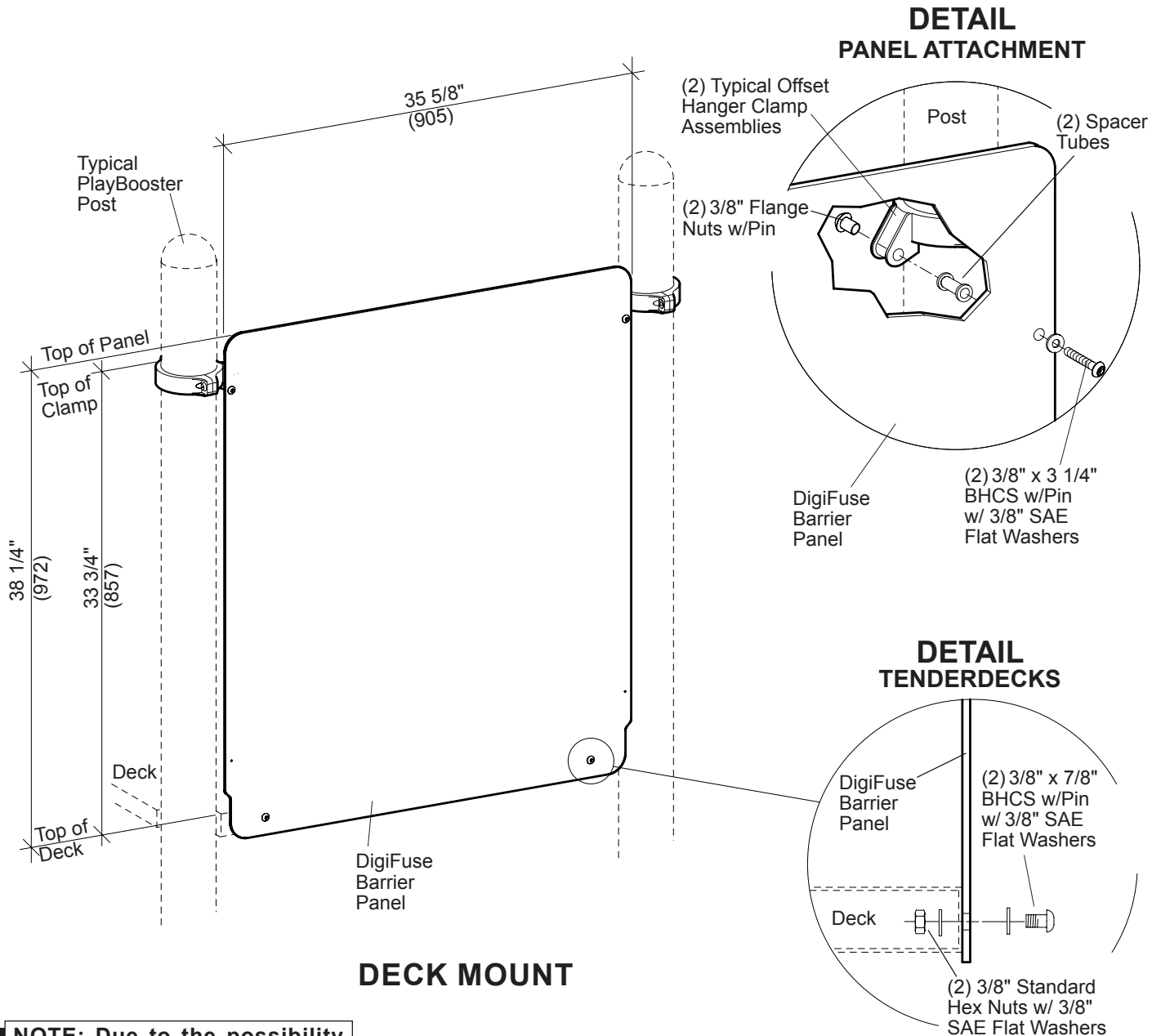


Custom The Den Rock w/ Grass Barriers
 Custom design based on standard part #207584 The Den Rock
 Details may change during final engineering



Custom Rickety Climber

Custom design based on standard part #169318 Wood Plank Wiggle Ladder
 Details may change during final engineering



NOTE: Due to the possibility of scratching, it is important to leave packaging on panel until immediately prior to installation.



PlayBooster® 217909 DigiFuse™ Barrier Panel

Parts List

Part#	Description	Qty.
ABOVE DECK		
217793	DigiFuse Barrier Panel-Space	*
217794	DigiFuse Barrier Panel-Music	*
217795	DigiFuse Barrier Panel-Circus	*
217796	DigiFuse Barrier Panel-Animal Tracks	*
217800	DigiFuse Barrier Panel-Insects	*
217801	DigiFuse Barrier Panel-Robot	*
217807	DigiFuse Barrier Panel-Science	*
217808	DigiFuse Barrier Panel-Safari	*
217809	DigiFuse Barrier Panel-Camping	*
105327	5" Half Clamp, Specify Color	2
113729	Offset Hanger Clamp, Specify Color	2
113468	Spacer Tube, Specify Color	2
100610	1/4" x 5/8" Drive Rivet, AL/SST	2
218176	Tenderdeck Mounting Hardware Package	1
100168	3/8" x 3 1/4" BHCS, SST	2
100196	3/8" x 7/8" BHCS w/Pin, SST	2
100198	3/8" x 1 1/8" BHCS w/Pin, SST	4
100327	3/8" Standard Hex Nut, SST	2
100351	3/8" Tee Nut, SST	4
100353	3/8" Flange Nut w/Pin, SST	2
100365	3/8" SAE Flat Washer, SST	6
BELOW DECK		
217793	DigiFuse Barrier Panel-Space	*
217794	DigiFuse Barrier Panel-Music	*
217795	DigiFuse Barrier Panel-Circus	*
217796	DigiFuse Barrier Panel-Animal Tracks	*
217800	DigiFuse Barrier Panel-Insects	*
217801	DigiFuse Barrier Panel-Robot	*
217807	DigiFuse Barrier Panel-Science	*
217808	DigiFuse Barrier Panel-Safari	*
217809	DigiFuse Barrier Panel-Camping	*
105327	5" Half Clamp, Specify Color	4
113729	Offset Hanger Clamp, Specify Color	4
100610	1/4" x 5/8" Drive Rivet, AL/SST	4
139528	Tenderdeck Mounting Hardware Package	1
100198	3/8" x 1 1/8" BHCS w/Pin, SST	8
100351	3/8" Tee Nut, SST	8
100353	3/8" Flange Nut w/Pin, SST	4
100365	3/8" SAE Flat Washer, SST	4
113027	3/8" x 1 3/8" BHCS w/Pin, SST	4

* = Quantity Determined By Your Order

Specifications

DigiFuse Panel:	Made from 1/4" (6,35 mm) thick aluminum sheet. Dye sublimation printed digital artwork is fused onto the powdercoated substrate.
Spacer Tube:	Made from 6061-T6 aluminum 7/8" (22,22 mm) O.D. x 1 11/16" (42,84 mm). Finish: ProShield, color specified.
Offset Hanger Clamp Assembly:	Cast aluminum. Finish: ProShield, color 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).
Installation Time:	Above Deck Approx. 3/4 man hour Below Deck Approx. 1 man hour
Weight:	Above Deck 41 lbs. Below Deck 44 lbs.

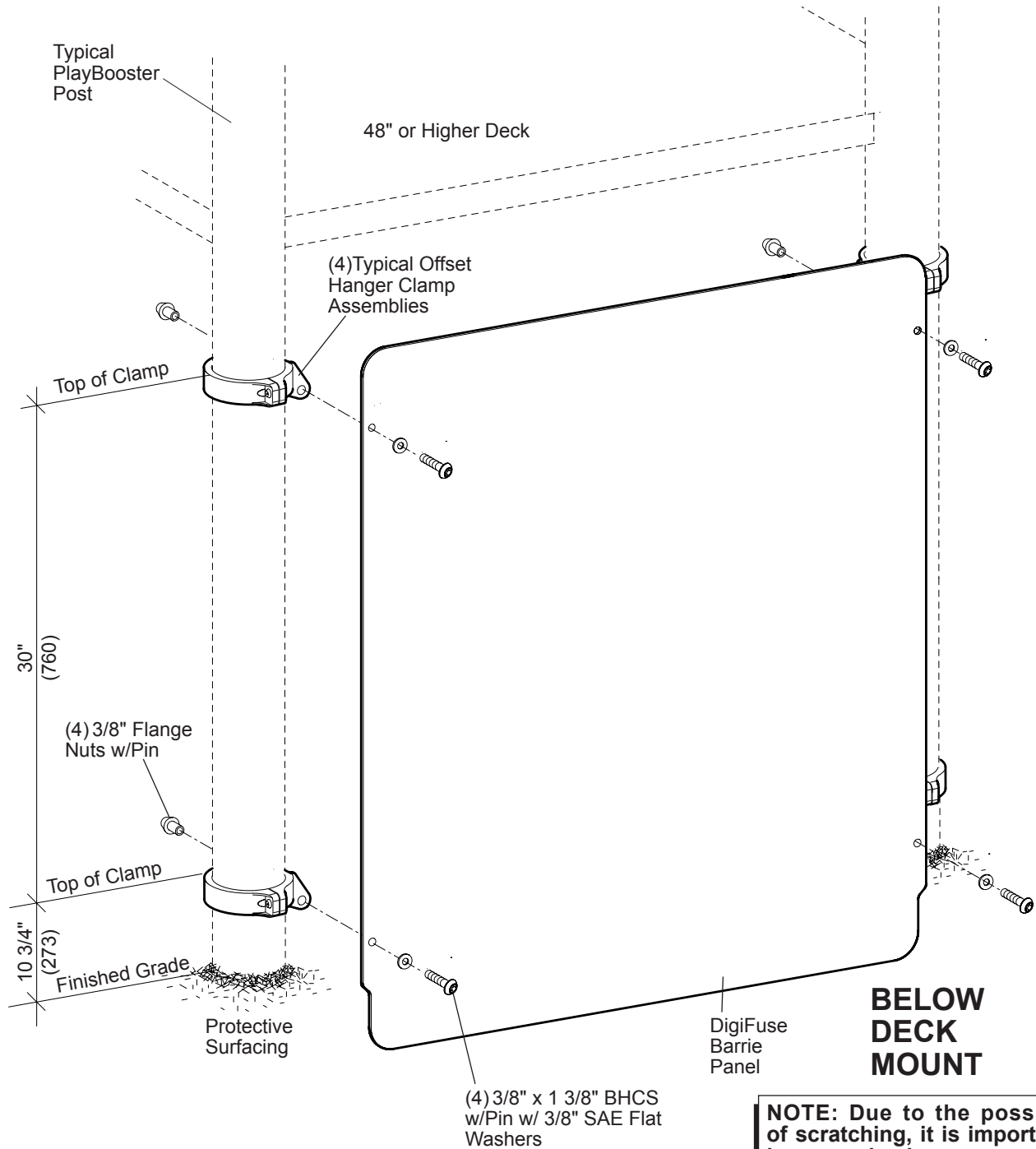
Installation Instructions

ABOVE DECK (See Sheet 1 of 2)

- 1) Attach panel to the face of the deck, using 3/8" x 7/8" BHCS w/pin with 3/8" SAE flat washers and 3/8" standard hex nuts with 3/8" SAE flat washers. Refer to the Tenderdeck Detail.
- 2) Attach offset hanger clamp assemblies to posts at height shown, using half clamps and 3/8" x 1 1/8" BHCS w/pin with 3/8" tee nuts. Refer to the Typical Offset Hanger Clamp Spec Sheet.
- 3) Attach panel to offset hanger clamp assemblies using 3/8" x 3 1/4" BHCS with 3/8" SAE flat washers, spacer tubes and 3/8" flange nuts w/pin. See Panel Attachment Detail.
- 4) Install protective surfacing before users are allowed to play on the structure.

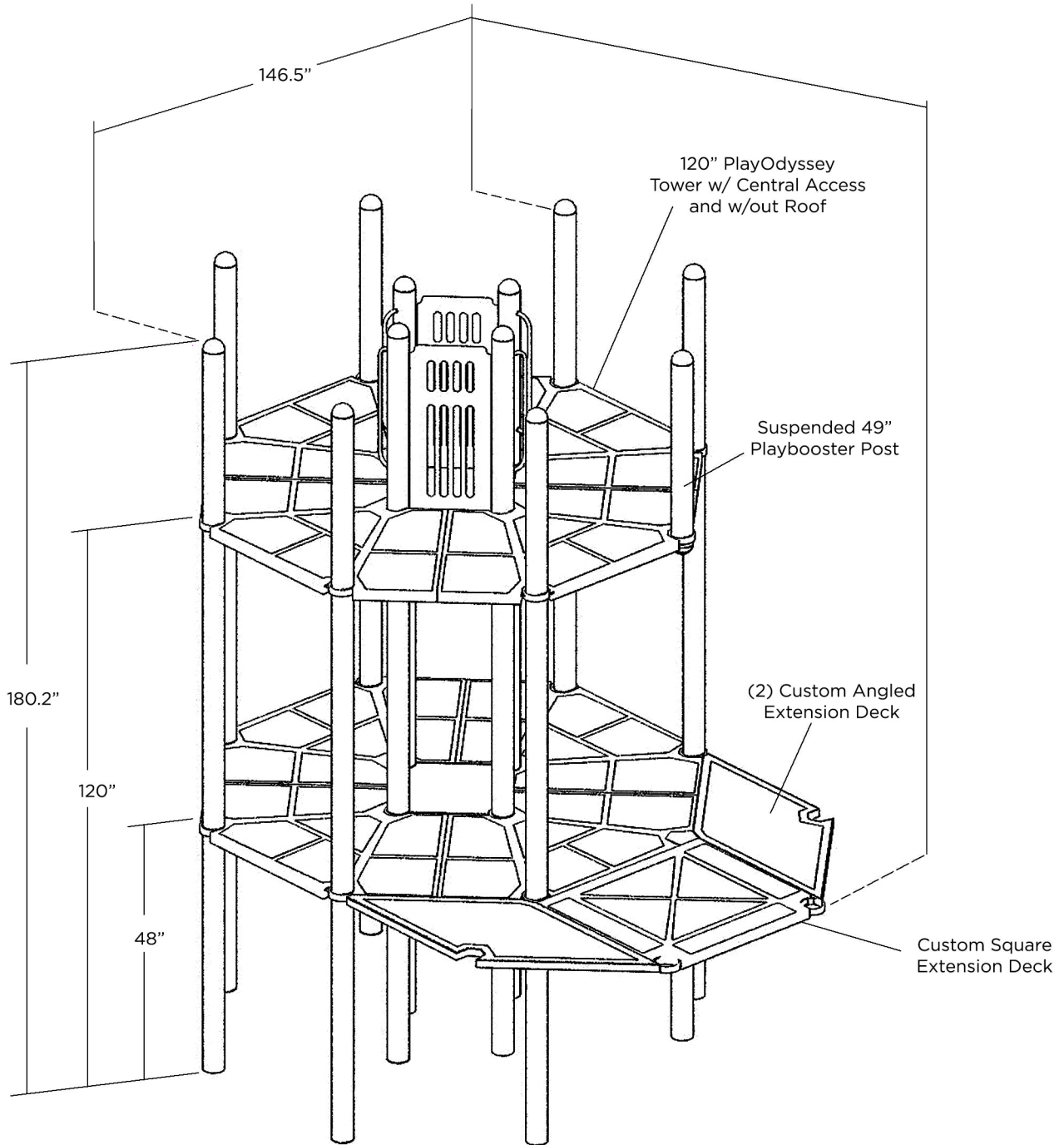
BELOW DECK (See Sheet 2 of 2)

- 1) Attach offset hanger clamp assemblies to posts at heights shown, using half clamps and 3/8" x 1 1/8" BHCS w/pin with 3/8" tee nuts. Refer to the Typical Offset Hanger Clamp Spec Sheet.
- 2) Drill out the lower two pilot holes in panel to 7/16" diameter. Spray holes with touch-up paint provided to avoid corrosion.
- 3) Attach panel to offset hanger clamp assemblies using 3/8" x 1 3/8" BHCS w/pin with 3/8" SAE flat washers and 3/8" flange nuts w/pin. See Panel Attachment Detail.
- 4) Install 1/4" x 5/8" drive rivets in all 5" half clamps. Refer to the Typical Offset Hanger Clamp Spec Sheet.
- 5) Install protective surfacing before users are allowed to play on the structure.



NOTE: Due to the possibility of scratching, it is important to leave packaging on panel until immediately prior to installation.

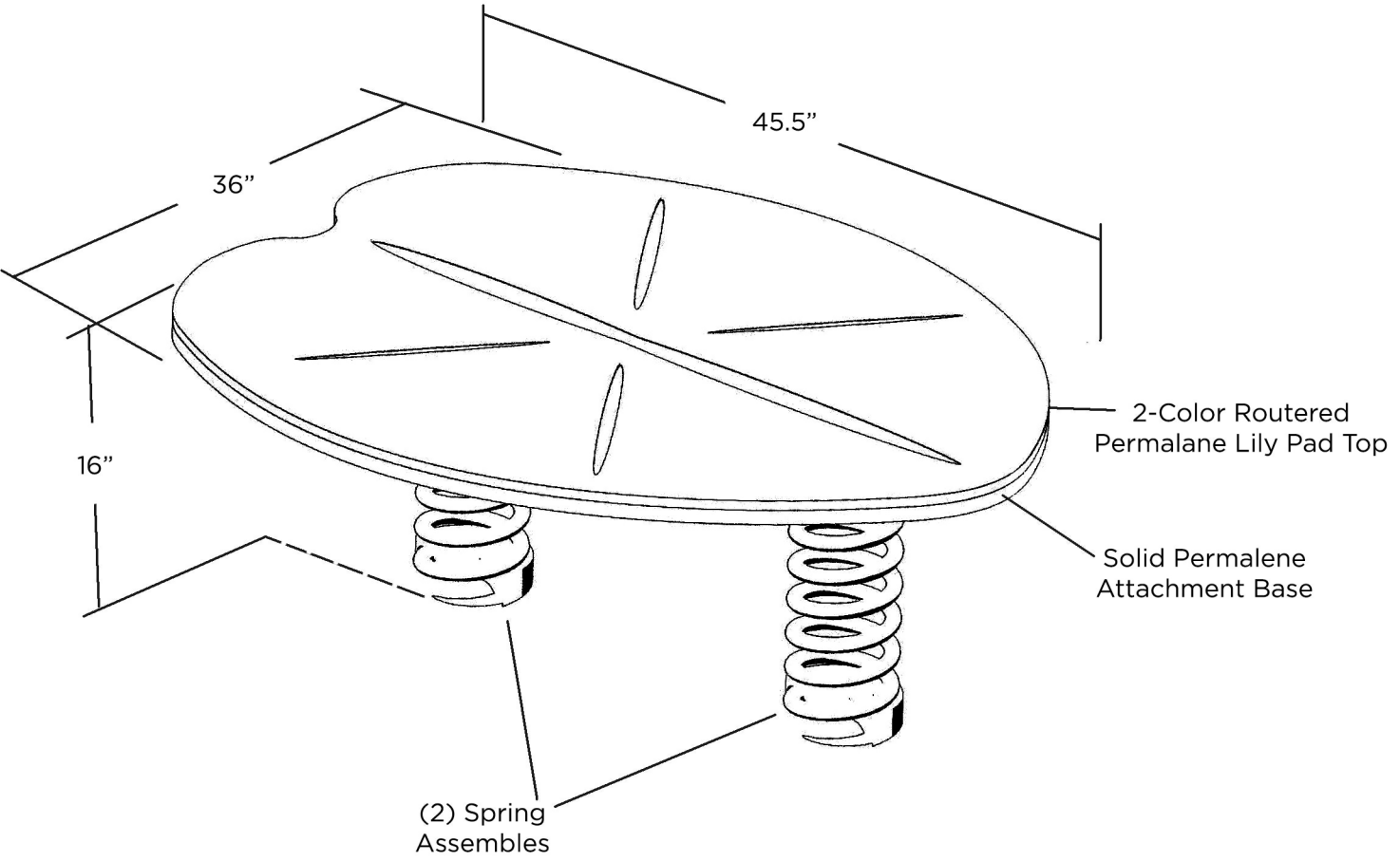
PlayBooster® 217909 DigiFuse™ Barrier Panel



Custom PlayOdyssey Tower w ADA Deck Extension

Custom design based on standard part #188689 10ft PlayOdyssey Tower

Details may change during final engineering

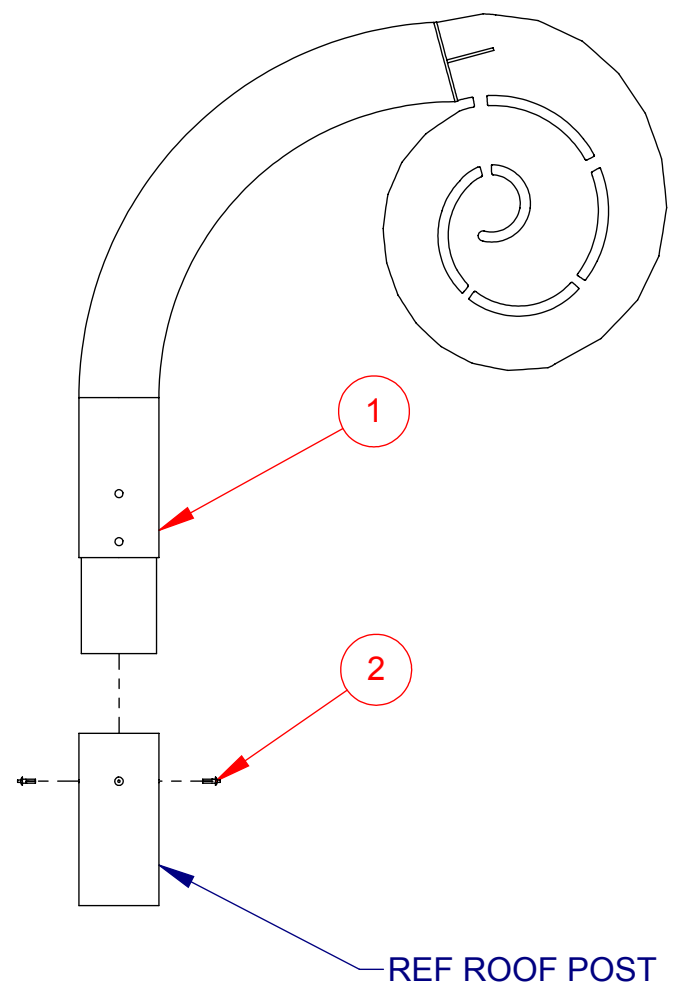


Custom Lily Pad Wobble Pod

Custom design based on standard part #156254 Wobble Pod Bouncer
Details may change during final engineering

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	218267	CUST POST TOPPER SM FERN	1
2	100610	RIVET 1/4 X 5/8 DRV AL	4

REVISION HISTORY				
REV	DESCRIPTION	DWN	DATE	APPROVED

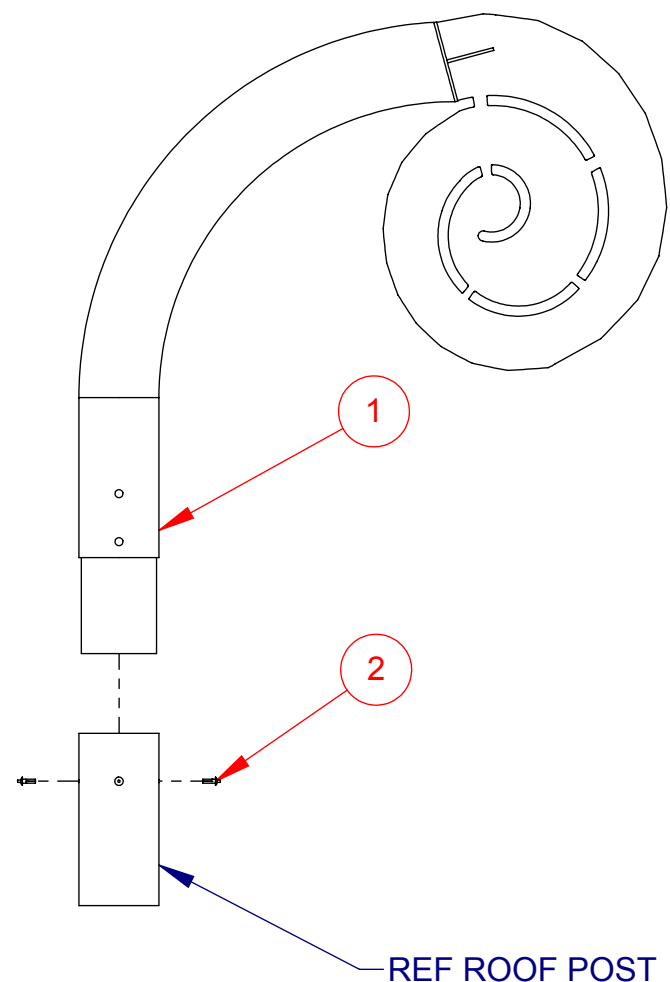


NOTES:
 1. TRANSFER DRILL POST TOPPER WITH .257 DRILL BIT FOR RIVETS.
 2. SEE 2D FOR LOCATION OF COMPONENTS.

Unless specified otherwise, the dimensions on this drawing are in inches and must adhere to the following tolerances. FRACTIONS ± 1/16" DECIMALS ± .015 ANGLES ± 1°	DO NOT SCALE DWG		landscape structures 601 7TH STREET SOUTH DELANO, MINNESOTA 55328 (763)972-3391		
	INTERPRET DRAWING PER ASME Y14.5M-1994 DWN: ABN DATE: 12/31/2015				TITLE CUST SM FERN PST TPR INST
THIRD ANGLE PROJECTION	CHK: DATE:	APPD: DATE:	SIZE B	CAGE CODE 3T754	DWG NO. 218251-00-000
	PROPRIETARY TO LANDSCAPE STRUCTURES INC. NOT TO BE USED FOR MANUFACTURING PURPOSES EXCEPT ON LANDSCAPE STRUCTURES' ORDER OR PRIOR TO WRITTEN CONSENT.		SCALE: 1:12	WEIGHT: 25.262	SHEET: 1 OF 1
			RELEASED		

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	218267	CUST POST TOPPER SM FERN	1
2	100610	RIVET 1/4 X 5/8 DRV AL	4

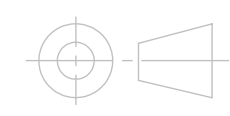
REVISION HISTORY				
REV	DESCRIPTION	DWN	DATE	APPROVED



NOTES:
 1. TRANSFER DRILL POST TOPPER WITH .257 DRILL BIT FOR RIVETS.
 2. SEE 2D FOR LOCATION OF COMPONENTS.

Unless specified otherwise, the dimensions on this drawing are in inches and must adhere to the following tolerances.
 FRACTIONS ± 1/16"
 DECIMALS ± .015
 ANGLES ± 1°

THIRD ANGLE PROJECTION



DO NOT SCALE DWG

INTERPRET DRAWING PER ASME Y14.5M-1994

DWN: ABN DATE: 12/31/2015

CHK: DATE:

APPD: DATE:

landscape structures

601 7TH STREET SOUTH DELANO, MINNESOTA 55328 (763)972-3391

TITLE
CUST SM FERN PST TPR INST

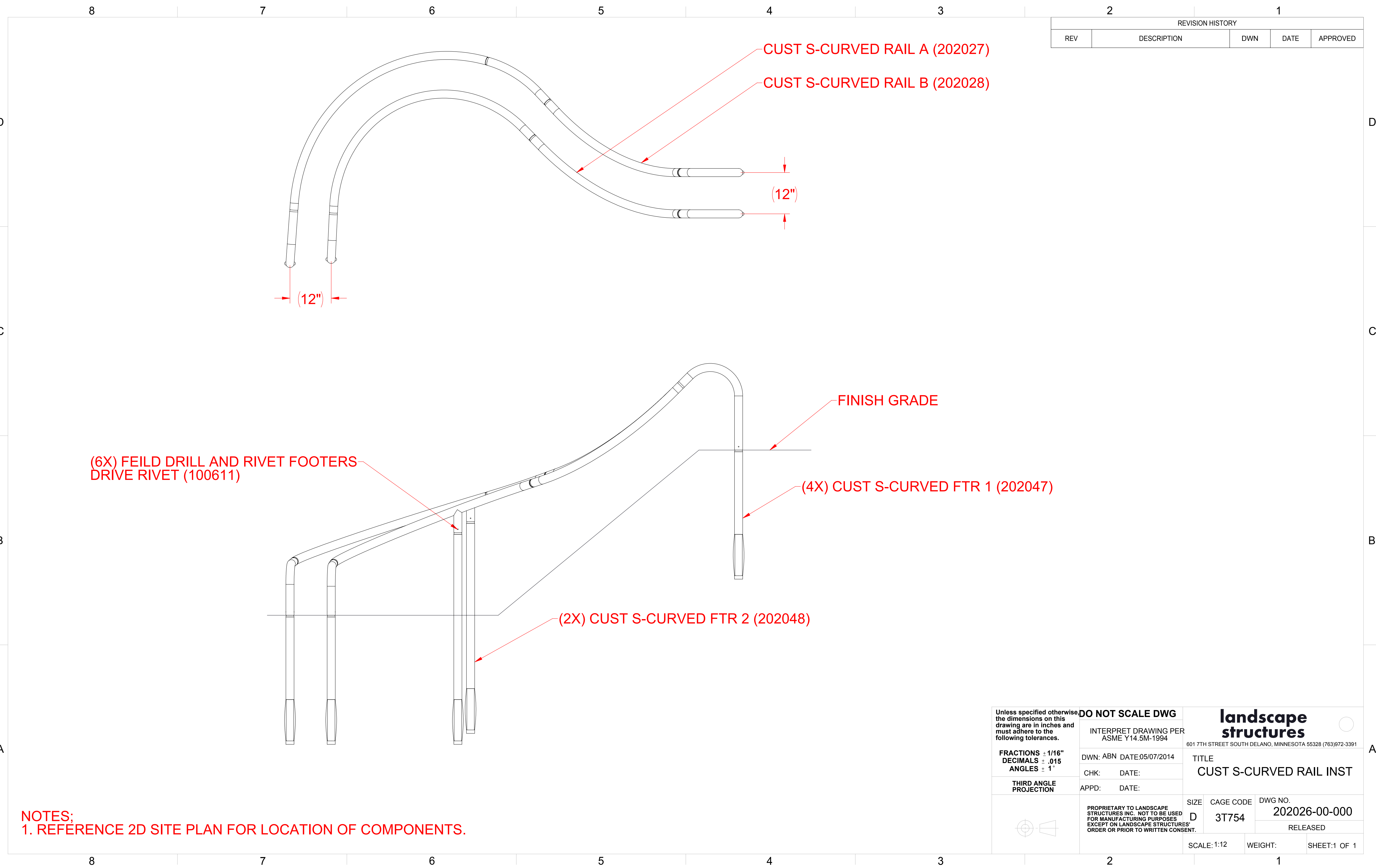
SIZE: B CAGE CODE: 3T754 DWG NO: **218251-00-000**

RELEASED

SCALE: 1:12 WEIGHT: 25.262 SHEET: 1 OF 1

PROPRIETARY TO LANDSCAPE STRUCTURES INC. NOT TO BE USED FOR MANUFACTURING PURPOSES EXCEPT ON LANDSCAPE STRUCTURES' ORDER OR PRIOR TO WRITTEN CONSENT.

REVISION HISTORY				
REV	DESCRIPTION	DWN	DATE	APPROVED



NOTES;
 1. REFERENCE 2D SITE PLAN FOR LOCATION OF COMPONENTS.

Unless specified otherwise, DO NOT SCALE DWG the dimensions on this drawing are in inches and must adhere to the following tolerances. FRACTIONS ± 1/16" DECIMALS ± .015 ANGLES ± 1°	INTERPRET DRAWING PER ASME Y14.5M-1994		landscape structures <small>601 7TH STREET SOUTH DELANO, MINNESOTA 55328 (763)972-3391</small>	
	DWN: ABN DATE: 05/07/2014	TITLE CUST S-CURVED RAIL INST		DWG NO. 202026-00-000
THIRD ANGLE PROJECTION	CHK: DATE:	APPD: DATE:	SIZE D	CAGE CODE 3T754
PROPRIETARY TO LANDSCAPE STRUCTURES INC. NOT TO BE USED FOR MANUFACTURING PURPOSES EXCEPT ON LANDSCAPE STRUCTURES' ORDER OR PRIOR TO WRITTEN CONSENT.		SCALE: 1:12	WEIGHT:	SHEET: 1 OF 1

Gallup Park Rotary Playground

Ann Arbor, MI

September 13, 2016

88250-1-13-4



*Custom products are shown as conceptual only. *Custom product manufacturing time for this project will be approximately 16 weeks from the time of LSI order acceptance.

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Jennifer Smith



Gallup Park Rotary Playground

Ann Arbor, MI September 13, 2016 88250-1-13-3



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Gallup Park Rotary Playground

Ann Arbor, MI

September 13, 2016

88250-1-13-2



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Gallup Park Rotary Playground

Ann Arbor, MI

September 13, 2016

88250-1-13-5



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Gallup Park Rotary Playground

Ann Arbor, MI

September 13, 2016

88250-1-13-1



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Jennifer Smith





Landscape Structures Inc. ("Manufacturer") warrants that all 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:

20-Year Limited Warranty On all SkyWays™ and CoolToppers® steel components against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On SkyWays™ and CoolToppers® fabric and thread against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the manual. Should the fabric need to be replaced under the warranty, Manufacturer will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years. This warranty applies to standard colors only.

3-Year Limited Warranty On all other parts 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 equipment is erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. Maintenance is particularly critical in regions where dirt and/or sand may cause abrasion of the fabric.

This warranty is void if conditions exceed local building codes.



2016 SkyWays™ and CoolToppers® Shade Systems 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: 01/01/2016



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2-D and 3-D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:
Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (inside the U.S.A.)
763.972.5200 (outside the U.S.A.)
playlsi.com





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 Evos® 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, CableCore® 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, PVC belting material, HealthBeat® resistance mechanism, Seesaws, Wiggle Ring Bridge, 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.



2016 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: 01/01/2016



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

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CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2016 - ENDING APRIL 29, 2017

\$12.93 per hour

If the employer provides health care benefits*

\$14.43 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact:
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

**CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The “non discrimination by city contractors” provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor’s Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor’s Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name

Signature of Authorized Representative Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below. You can review the entire ordinance at [www. a2gov.org/departments/city-clerk](http://www.a2gov.org/departments/city-clerk)

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual has a grievance alleging a violation of this chapter, he/she has 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the alleged discriminatory action to file a complaint with the city's Human Rights Commission. If an individual fails to file a complaint alleging a violation of this chapter within the specified time frame, the complaint will not be considered by the Human Rights Commission. The complaint should be made in writing to the Human Rights Commission. The complaint may be filed in person with the City Clerk, by e-mail (hrc@a2gov.org), by phone (734-794-6141) or by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107). The complaint must contain information about the alleged discrimination, such as name, address, phone number of the complainant and location, date and description of the alleged violation of this chapter.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.