

**BOARD REPORT**

**NO.** 26-085

**DATE** May 07, 2026

**C.D.** ALL

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND, WATER PLAY AND AQUATIC EQUIPMENT, SITE AMENITIES, AND OUTDOOR FITNESS EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES – USE OF THE SOURCEWELL CONTRACT NO. 101625-LSI WITH LANDSCAPE STRUCTURES INC. – AWARD OF CONTRACT

B. Aguirre	_____	M. Rudnick	_____
B. Jones	_____	C. Santo Domingo	_____
C. Stoneham	_____	N. Williams	<u>NDW</u>

\_\_\_\_\_

General Manager

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) to enter into a proposed contract in substantially the form attached hereto as Appendix A (Contract), subject to the approval of the City Council and the City Attorney as to form, with Landscape Structures Inc. (Contractor) for the purchase and installation of playground, water play and aquatic equipment, site amenities, and outdoor fitness equipment , as well as delivery and related products and services, on an occasional and as-needed basis, for a term of four years not-to-exceed \$7,000,000.00 per year, with the possibility of up to three additional one-year extensions to the Contract;
2. Find that RAP desires to secure a contract that would allow RAP to purchase and have installed on an as-needed basis, playground, water play and aquatic equipment, site amenities, outdoor fitness equipment with related accessories and services, as well as delivery and related products and services for RAP facilities (Services);
3. Find that the Contractor is experienced in providing these Services, and is willing to perform such Services;
4. Find, in accordance with Charter Sections 371(e)(2) and 372, and Los Angeles Administrative Code Section 10.15(a)(2), that it is in the best interest of RAP and that competitive bidding is not practicable or advantageous or compatible with RAP’s interests in having available pre-qualified, as-needed contractors as it is necessary for RAP to be able to call on pre-qualified contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis with each individual project being awarded on the basis of

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availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the Contractor;

5. Find, pursuant to Charter Section 371(e)(8), that the City, in lieu of undertaking its own competitive bidding or proposal process, may purchase the Services using Contract No. 101625-LSI between Contractor and Sourcewell, which is attached hereto as Appendix B (Sourcewell Contract); Sourcewell is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements are an exception to the City's competitive bidding requirements;
6. Find, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the Services required by RAP;
7. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ, personnel with sufficient time or necessary expertise to undertake the Services in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these Services by the Contractor on an as-needed basis;
8. Find that the letter attached hereto dated March 11 2026 (Appendix C) from Contractor authorizes RAP as a Participating Public Agency to utilize the Sourcewell Contract for the purchase and installation of playground, water play and aquatic equipment, site amenities, outdoor fitness equipment with related accessories and services, as well as delivery and related products and services;
9. Authorize RAP, at the discretion of its General Manager, to exercise up to three one-year extensions of this Contract, should Sourcewell and Contractor agree to exercise this option to extend until December 17, 2029 as authorized in Section 1 of the Sourcewell Contract;
10. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report;
11. Direct the Board of Recreation and Park Commissioners (Board) to transmit the proposed Contract to the City Council for approval and the City Attorney for review and approval as to form; and
12. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of all necessary approvals.

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### SUMMARY

RAP has an ongoing need for playground, water play and aquatic equipment, site amenities, outdoor fitness equipment with related accessories and services, as well as the delivery of these items and related products and services on an occasional and as-needed basis. The ability to purchase and install such items and equipment is critical to meeting RAP's need to build new, and retrofit/repair existing, park property. Further, adding Landscape Structures Inc.'s products as an option for RAP to purchase these items will expand RAP's choices with regards to sports/recreation equipment and allow RAP to provide a wider range of high-quality equipment at a competitive price.

The proposed Contract with Landscape Structures Inc. (Contractor) will allow the Contractor to provide playground equipment as well as related accessories and services. The full description of the products and services that may be provided by Contractor under the proposed Contract is set forth in Table 7A of Contractor's response to Sourcewell's Request for Proposal, which is part of Sourcewell's competitively bid contract (Contract No. 101625-LSI) with Contractor (Sourcewell Contract) attached hereto as Appendix B. Please note that the "open market" provision referenced in Article 1 under General Terms 12 of the Sourcewell Contract is not included in the Contract that RAP will enter into with Contractor.

The Contract provides RAP with the opportunity to select a variety of playground, water play and aquatic equipment, site amenities, and outdoor fitness equipment and product delivery services for an online catalog. If desired, RAP may use this Contract to retrofit, repair and/or maintain RAP's existing equipment.

Staff recommends that the Board authorize RAP to use (piggyback) the Sourcewell Contract; this master intergovernmental cooperative purchasing agreement was competitively bid through a process wherein all purchasing parties were guaranteed the greatest discounted off-catalog pricing of products and services. Use of the Sourcewell Contract is consistent with RAP's contract terms for achieving the lowest pricing available. A new competitive process facilitated by RAP would therefore not be practicable or advantageous. Further, under the City Charter, contracts for cooperative arrangements with other governmental agencies for the utilization of purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing contracts, even though the contracts were not entered into through a competitive bid or proposal process are an exception to the City's competitive bidding requirements. Contractor has issued a letter (attached hereto as Appendix C) to RAP which authorizes use of the Sourcewell Contract. Upon approval of this Report, RAP will issue a separate contract number and enter into a separate contract between Contractor and RAP which will incorporate the terms of the Sourcewell Contract and the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) as an exhibit. The Sourcewell Contract is scheduled to expire on December 17, 2029. However, Sourcewell and the Contractor may extend the term of the Sourcewell Contract by up to three one-year extensions. In the event that the Sourcewell Contract is extended, then the parties may agree in writing to extend the term of this Contract for up to three additional one-year extensions, with RAP's General Manager authorized to approve such extensions on behalf of RAP.

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The proposed Contract is recommended in an amount not-to-exceed an annual expenditure of \$7,000,000.00 per year for playground, water play and aquatic equipment, site amenities, outdoor fitness equipment with related accessories and services. This contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. RAP, in entering into the Contract, guarantees no minimum amount of business or compensation. The Contract awarded through this Report shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev. 1/25 [v.2]). Funding for projects will be provided from various funding sources.

This Report was prepared by Sergio Montero, Management Analyst and reviewed by John Busby, Senior Management Analyst II.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Appendix A – Proposed Contract between RAP and Landscape Structures Inc.
- 2) Appendix B – Contract between Sourcewell and Landscape Structures Inc.
- 3) Appendix C – Letter dated March 11 2026 from Landscape Structures Inc. authorizing RAP as a Participating Public Agency to utilize Contract 101625-LSI.

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

FOR AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND, WATER PLAY  
AND AQUATIC EQUIPMENT, SITE AMENITIES, OUTDOOR FITNESS EQUIPMENT WITH  
RELATED ACCESSORIES AND SERVICES

This Agreement (“Agreement” or “Contract”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Los Angeles, (herein referred to as “CITY”) a municipal corporation, Department of Recreation and Parks (hereinafter referred to as “RAP”), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as “BOARD”), and Landscape Structures Inc. (hereinafter referred to as “CONTRACTOR”), CITY and CONTRACTOR shall be referred to hereinafter as the “Parties”.

WHEREAS, CONTRACTOR has been awarded a competitively bid contract by Sourcewell, a cooperative purchasing government agency located in Staples, Minnesota (“SOURCEWELL”), to provide playground and water play equipment with related accessories and services on an as-needed, non-exclusive basis pursuant to a contract (hereinafter referred to as “SOURCEWELL CONTRACT”) awarded by SOURCEWELL to CONTRACTOR, with a term of four years, as may be amended (SOURCEWELL CONTRACT # 101625-LSI, attached hereto and incorporated herein by reference as Appendix A); and

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

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

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

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

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

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

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

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

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

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

WHEREAS, CONTRACTOR by written communication dated March 11, 2026 attached hereto and incorporated by reference herein as Appendix B, has expressly authorized RAP as a Participating Public Agency, to utilize the SOURCEWELL CONTRACT for the purchase of sports/recreation equipment with related accessories and services.

NOW THEREFORE, RAP and CONTRACTOR hereby agrees as follows:

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

### 1.1 Parties

The Parties to this Agreement are:

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

CONTRACTOR – Landscape Structures Inc., having its principal office at 601 7<sup>th</sup> Street S., Delano, MN 55328.

## 1.2 Representatives

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

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

With copies to:

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

CONTRACTOR's representative will be:

Elaine Harkess,  
Contracts Administrator  
Landscape Structures Inc.  
601 7th Street S.,  
Delano, MN 55328

Email: [administration@playsi.com](mailto:administration@playsi.com)  
Website: [playsi.com](http://playsi.com)  
Telephone Number: (763) 972-3391

## 1.3 Notices

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

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

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

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

## SECTION 2 – TERMS OF THE AGREEMENT

### 2.1 Term

The term of this Agreement shall commence on the date of execution and expire on December 17, 2029. The SOURCEWELL CONTRACT may be extended up to three additional one-year periods upon request of SOURCEWELL and with written agreement by CONTRACTOR. In the event that SOURCEWELL extends the SOURCEWELL CONTRACT, then the Parties may agree in writing to extend the term of this Agreement for up to three additional one-year extensions, with RAP's General Manager authorized to approve such extensions on behalf of RAP.

CONTRACTOR also agrees to comply with the Standard Provisions for City Contracts (Rev.1/25 [v.2]) attached hereto and incorporated herein by reference as Appendix C.

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

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

## SECTION 3 - SCOPE OF SERVICES

### 3.1 Services to be provided by CONTRACTOR

Upon receipt from RAP of a Notice to Proceed (NTP) with specified work, CONTRACTOR shall, in accordance with this Agreement and the SOURCEWELL CONTRACT, include but are not limited to: playground equipment and at least one of the following: Water Play or Aquatic Equipment; Outdoor Site Amenities and Furnishing; and Outdoor Fitness. RAP on an occasional and as-needed basis on the same terms and conditions as the SOURCEWELL CONTRACT. The full description of the products and services to be provided by CONTRACTOR under this Agreement is as set forth in CONTRACTOR's response to the Request for Proposal, which is made a part of the SOURCEWELL CONTRACT attached hereto as Appendix A. Notwithstanding any other provision of this Agreement, the "open market" provisions of the SOURCEWELL CONTRACT referred to on page 2 line item 12 of the SOURCEWELL CONTRACT will not apply to the Parties under this Agreement.

### 3.2 Conduct of Operations

A. At all times, CONTRACTOR's work must conform to all current, relevant Federal, State and Local Municipal Building Codes which may include but not be limited to the California "Green Book" Building Codes, Universal Building and Electrical Codes, Los Angeles City Building and Electrical Codes.

- B. CONTRACTOR shall endeavor to maintain good public relations at all times. Any work awarded under this Contract shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or RAP employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to RAP's Project Manager at all times during normal working hours. Avoiding contact with the Project Manager may result in suspension of work awarded under this Contract without extension of any such work.
- D. CONTRACTOR's working hours must coincide with those of the Department of Recreation and Parks (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays) and/or the hours required under each Project awarded. RAP must first approve any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The Contractor shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Project Manager at CONTRACTOR's expense. For each Project awarded to CONTRACTOR, CONTRACTOR will have read, understood, and agrees to comply with and enforce RAP's Tree Protection Policy and Tree Protection Specifications ("Tree Policy") in its entirety and shall be knowledgeable of all terms and conditions set forth therein. Any failure by CONTRACTOR to adhere to the requirements specified within the Tree Policy will result in the suspension of all work awarded under this Contract without extension of any such work, all at CONTRACTOR's expense. In addition, CONTRACTOR shall be responsible for payment for or replacement of any trees damaged through noncompliance with the Tree Policy. Should there be any doubts or uncertainties regarding the Tree Policy, CONTRACTOR agrees to inform RAP's Project Manager and RAP's Forestry Division office at (213) 485- 4826 or contact them by email at [Forestry.JobOrder@LAcity.org](mailto:Forestry.JobOrder@LAcity.org) prior to performing any work on a Project.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. CONTRACTOR will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be CONTRACTOR's

responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded under this Contract.

- I. CONTRACTOR shall notify RAP's Project Manager at least twenty-four hours prior to starting the work under this Contract.
- J. If CONTRACTOR, after having officially started any project under this Contract, should discontinue work for any cause, CONTRACTOR shall notify RAP's Project Manager of intent to do so, and shall further notify the Project Manager of the date of re-starting operations if such discontinuance or suspension is approved by RAP.
- K. All work awarded under this Contract shall be completed to the satisfaction of the RAP Project Manager. Work will be considered complete only when signed off by the RAP's Project Manager. Work shall be performed to the specifications as determined by the CITY.
- L. Failure to comply with any requirement contained herein may result in suspension or termination of project work awarded under this Contract without extension and compensation.
- M. The RAP Project Manager must approve any request for sub-contracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks for all project work awarded under this Contract.
- O. CONTRACTOR shall comply with all provisions set forth in this Contract and the Bid Documents which identifies obligations, legal or otherwise, for which CONTRACTOR must comply, including compliance with the applicable provisions of the Labor Code of the State of California relating to Public Works wages, including any prevailing wage requirements.
- P. For each Project awarded under this Contract, the Bid Documents for such Project as well as the NTP for such Project shall be fully incorporated into and made a part of this Agreement, and CONTRACTOR shall comply with all provisions and requirements and fully perform each and all of the provisions of this Agreement, the SOURCEWELL CONTRACT, the Bid Documents, and the Notice to Proceed which are required of it to be performed.
- Q. CONTRACTOR represents and warrants that any bids submitted by CONTRACTOR in response to any task order or solicitation for any Project to be awarded under this Contract is not sham or collusive; that all statements of fact therein are true; and that such bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation other than CONTRACTOR. CONTRACTOR agrees that the representations made by it in the Non-Collusion Affidavit submitted by CONTRACTOR as part of the RFQ Documents shall apply in full force and effect to each bid submitted by CONTRACTOR for any Project to be awarded under this Contract, and that if RAP determines CONTRACTOR violated any of its representations made under this provision or such Non-Collusion Affidavit, the CONTRACTOR may be excluded from bidding on any subsequent task order or project solicitation in connection with

this Contract.

### 3.3 Services to Be Provided by CITY

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

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

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

## SECTION 4 – COMPENSATION AND INVOICING

### 4.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in the NTP for each individual Project. The total amount for this CONTRACT will not exceed \$7,000,000.00. The Contract amount is an estimate, and RAP does not guarantee that the Contract maximum amount will be reached. The professional service that RAP is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. RAP staff will monitor this not-to-exceed aggregate total. CITY HAS NOT MADE AN APPROPRIATION OF FUNDS FOR THE MAXIMUM AGGREGATE COMPENSATION AMOUNT STATED HEREIN AND SHALL MAKE AN APPROPRIATION OF FUNDS AS NECESSARY FOR EACH INDIVIDUAL PROJECT AWARDED TO CONTRACTOR UNDER THIS CONTRACT, IF ANY.

### 4.2 Invoicing

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

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

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

#### 4.3 Compensation and schedule of payments

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

#### SECTION 5 - NON-EXCLUSIVITY

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

#### SECTION 6 - RATIFICATION

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

#### SECTION 7 - INTELLECTUAL PROPERTY

Notwithstanding any provision to the contrary, including PSC-21 (Ownership and License) of the Standard Provisions for City Contracts (Rev.1/25 [v.2]) attached hereto and incorporated herein as Appendix C, the Parties agree that (a) all forms of intellectual property originated and prepared by CONTRACTOR (hereinafter, the "Work Products") remain the intellectual property of CONTRACTOR, and (b) CONTRACTOR hereby grants to CITY the limited rights to use the Work Products for purposes of finalizing the Project(s) for which CONTRACTOR was retained and/or for maintaining the equipment and site following completion of said Project(s).

#### SECTION 8 - INCORPORATION OF DOCUMENTS

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

- Appendix A. CONTRACT # 101625-LSI effective January 13, 2026 between SOURCEWELL and CONTRACTOR
- Appendix B. Written authorization dated March 11, 2026 authorizing RAP's use of Contract # 101625-LSI between CONTRACTOR and SOURCEWELL
- Appendix C. Standard Provisions for City Contracts. (Rev.1/25 [v.2])
- Appendix D. CITY Compliance Documents Exhibit
- 1 Insurance Contractual Requirements

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

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

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

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

LANDSCAPE STRUCTURES INC.

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

Date: \_\_\_\_\_

Hydee Feldstein Soto, City Attorney

By \_\_\_\_\_  
Brendan Kearns, Deputy City Attorney

**MASTER AGREEMENT #101625**

**CATEGORY:** Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

**SUPPLIER:** Landscape Structures Inc.

This Master Agreement (Agreement or Master Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Landscape Structures Inc., 601 7<sup>th</sup> Street S., Delano, MN 55328 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 4 to Participating Entities. In Scope solutions include but are not limited to:
  - a) **Playground Equipment**  
  
**and** at least one of the following:
    - b) Water Play or Aquatic Equipment );
    - c) Outdoor Site Amenities and Furnishings; and
    - d) Outdoor Fitness .
- 8) **Included Solutions.** Supplier’s Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier’s Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier’s Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier’s open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Included Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60 and Executive Order 14173, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." To the extent that it applies to this Agreement, the equal opportunity clause is incorporated herein by reference.

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
  - Participating Entity Contact Email Address;
  - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
  - 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
  - 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action alleged by a third party, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or

performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue

for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
  - \$1,500,000 Personal and Advertising Injury
  - \$2,000,000 aggregate for products liability-completed operations
  - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured

retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

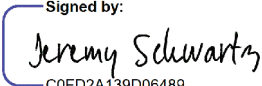
### **Article 3: Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

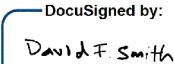
Sourcewell

Signed by:  
  
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By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer

Date: 1/13/2026 | 2:36 PM CST  
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Landscape Structures Inc.

DocuSigned by:  
  
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By: \_\_\_\_\_  
 David Smith  
 Title: Senior Vice President of Sales

Date: 1/13/2026 | 11:23 AM PST  
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# RFP 101625 - Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

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## Vendor Details

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

## Submission Details

Created On: Thursday August 28, 2025 07:44:56  
Submitted On: Thursday October 16, 2025 10:56:18  
Submitted By: Elaine Harkess  
Email: elaineharkess@playlsi.com  
Transaction #: ce298868-4c03-4f0f-af76-16fbc902976a  
Submitter's IP Address: 147.243.245.229

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Landscape Structures Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Landscape Structures Inc. will be the sole Responsible Supplier executing the Master Agreement.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 3T754 UEI: M75WYNGDFRL7
5	Provide your NAICS code applicable to Solutions proposed.	339920
6	Proposer Physical Address:	601 7th Street S Delano, MN 5532
7	Proposer website address (or addresses):	<a href="https://www.playlsi.com/">https://www.playlsi.com/</a>
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	David Smith, Senior Vice President of Sales 601 7th ST S Delano, MN 55328 davidsmith@playlsi.com 763-972-5205
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Tracy Bistodeau, Vice President of Business Operations 601 7th ST S Delano, MN 55328 tracybistodeau@playlsi.com 763-972-5445
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Elaine Harkess, Contract Administrator 601 7th ST S Delano, MN 55328 elaineharkess@playlsi.com 763-972-5243

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Since 1971, Landscape Structures has been shaping the way the world plays. Founded by Steve King, a landscape architect with a passion for aesthetics and functionality, and his wife Barb King (1947–2008), whose organizational talents brought their shared vision to life, the company was built on a simple but powerful idea: that play is life-changing.</p> <p>Steve pioneered the concept of continuous play, which involves interconnecting slides, climbers, ladders and more into a seamless play experience. This innovation created greater play value in a smaller space while encouraging social interaction, skill development and imagination. Together, Steve and Barb's complementary skills transformed this idea into a thriving business that today stands as a global leader in the commercial playground industry.</p> <p>More than five decades later, Landscape Structures has grown to more than 800 employee-owners, over 600,000 square feet of manufacturing space across its play, SkyWays shade and Aquatix splash play divisions, and a worldwide network of playground consultants. As one of the few remaining independently owned companies in the industry and proudly 100% employee-owned (ESOP), our people remain at the heart of everything we do.</p> <p>We believe play is life-changing. That belief drives our core values—relationships, integrity, commitment, innovation, teamwork and passion which moves us to create play spaces that welcome children of all abilities. With Steve King's vision as our foundation, we have continued to design play environments that go beyond ADA requirements, ensuring true inclusion for every child. From nature-inspired designs that harmonize with their surroundings and outdoor fitness environments that encourage the whole community to stay active to some of the most captivating, themed play spaces in the world, we transform the landscape of play every day.</p> <p>Our philosophy is simple: deliver innovation, durability and long-term value while honoring the environment. Independent research has confirmed our leadership in product quality, innovation, custom design capabilities, environmental stewardship and customer service. This reputation is built on our attention to detail, commitment to continuous improvement and values-based culture.</p> <p>Looking ahead, our vision is clear: we make the most captivating play spaces in the world. By continuing to push boundaries in design and service, we strive to be the industry leader in innovation and operational excellence, supported by the most dedicated playground consultants anywhere.</p> <p>See attachment Q.11 LSI History &amp; Corporate Timelines for more detailed information.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Landscape Structures currently holds a Sourcwell contract with a maturity date of Feb. 17, 2026. We have seen sales under this contract grow 405% over the past five years and expect that growth momentum to continue. We believe we are the current sales leader within the Sourcwell playground category and anticipate a strong finish to 2025, projecting another year of significant growth over last year's contract performance.</p> <p>In the event of an award, we expect continued growth, deepened engagement and elevated service. We are committed to sustaining steady year-over-year growth in Sourcwell sales by further integrating the program into our national sales strategy and continuing to strengthen awareness among our representative network and customers. This includes further equipping our representative organizations and individual sales consultants with comprehensive training on the benefits and processes of Sourcwell procurement, ensuring they lead early in the sales cycle with confidence and clarity.</p> <p>As has been the case in the past, we expect and encourage our sales consultants to actively participate in Sourcwell Academies and Universities offered in their regions, and to promote Sourcwell contracts at local and national trade shows, exhibits and conferences. Our commitment to Sourcwell customers is anchored in a "you have our word" approach which drives us to deliver above-and-beyond service and support.</p> <p>We will also expand our already strong engagement with Sourcwell, including our interactions with our Sourcwell Senior Supplier Development Executive, by inviting them to participate in our sales consultant training meetings, as we've done in the past. Regular communication between our business development leadership and the Sourcwell team will ensure timely updates, collaborative outreach and alignment on promotional opportunities.</p> <p>We view a Sourcwell award as more than a contract; it represents a true partnership built on transparency, shared values and a mutual commitment to serving communities with integrity and excellence.</p>

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Landscape Structures Inc. is a 100 percent employee-owned manufacturer founded in 1971. While we traditionally share financial information only with our banking and insurance partners due to its confidential and competitively sensitive nature, we recognize the importance of demonstrating financial strength and stability in your evaluation process.</p> <p>The company employs more than 800 employee-owners and has been fully employee-owned since 2012. PricewaterhouseCoopers has conducted annual audits of our financial statements for more than 20 years and has consistently issued clean audit opinions. As of Dec. 31, 2024, our audited balance sheet showed assets exceeding \$300 million and no long-term corporate debt. We maintain a long-standing relationship with U.S. Bank, which provides financial flexibility and operational efficiency. A healthy, annually renewed line of credit is in place, though it has remained untapped for several years.</p> <p>Our current bonding capacity of \$60 million further underscores our financial integrity and operational reliability. The bonding program, supported by International Fidelity Insurance Company (rated A-, Financial Size Category VII by AM Best), reflects the confidence of an independent third-party surety in our ability to meet all contractual and performance obligations.</p> <p>Taken together, this information demonstrates our capacity to meet both our immediate and long-term obligations. See attachment Q.13 Landscape Structures Financial Attachment.</p>
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Market share data is confidential, an estimation and typically not disclosed. However, we have high confidence that we hold a significant market share of nearly 25 percent in the U.S. This measure is based on the most recent sales data reported through the International Play Equipment Manufacturer's Association (IPEMA) which is a voluntary sales reporting system provided by its members. Landscape Structures, a founding member of IPEMA, uses this information to help benchmark industry trends and performance.</p>
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>Market share data is confidential, an estimation and typically not disclosed. However, we have high confidence that we hold a significant market share of nearly 25 percent in Canada. This measure is based on the most recent sales data reported through the International Play Equipment Manufacturer's Association (IPEMA) which is a voluntary sales reporting system provided by its members. Landscape Structures, a founding member of IPEMA, uses this information to help benchmark industry trends and performance.</p>
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>Neither Landscape Structures nor any Responsible Party has filed a petition for bankruptcy protection.</p>
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Landscape Structures is a manufacturer selling our products primarily through our exclusive, independent rep channel.</p> <p>As a 100% employee-owned company, Landscape Structures places tremendous value on the trusted relationships we've built with our sales and service network of independent representative organizations. These organizations are not third-party resellers; rather, they are exclusive partners who sell, service and support our play, water and shade product lines. Each represents only Landscape Structures play, water and shade products. This ensures complete focus on our brand, our quality standards and our shared mission to create the most captivating play spaces in the world.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Although the playground industry does not require any special licenses to be held by manufacturers, Landscape Structures has chosen to pursue and maintain the highest levels of safety and accountability.</p> <p>We are a founding member of the International Play Equipment Manufacturers Association (IPEMA), an organization that promotes quality and safety for all playground manufacturers. It is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment of which Landscape Structures has been a member in good standing since its inception.</p>

In the interest of playground safety, IPEMA provides a Third-Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 and 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment Standards, except clauses 9.8, 10 and 11; or both. A list of current validated products may be viewed at [www.ipema.org](http://www.ipema.org).

CSA: The Canadian Standards Association. Nearly all equipment developed by Landscape Structures is certified to meet CAN/CSA-Z614, the Children's Playspaces and Equipment Standard, through IPEMA. A list of current validated products may be viewed at [www.ipema.org](http://www.ipema.org).

CPSIA Safety Compliance: At Landscape Structures, product safety is a top priority. We believe there is no investment more valuable than the protection and safety of our children. That's why we always strive to go beyond the minimum safety requirements and build this value into every piece of playground equipment we produce.

The Consumer Products Safety Improvement Act (CPSIA) of 2008 specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare articles. Landscape Structures has tested hundreds of materials to validate compliance to this safety act. All products manufactured and distributed through Landscape Structures meet or exceed the requirements of the CPSIA.

ISO Certification: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide. ISO 9001:2015 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality.

ISO 14001:2015 drives us toward operating in a manner that is environmentally conscious.

Both standards provide guidelines for establishing a company's quality and environmental management programs. In 1998, Landscape Structures became the first play equipment manufacturer to be certified in ISO 9001 and ISO 14001. Annual audits by a third party are required to maintain these certifications, which we've done successfully each year since 2015 through the date of this response.

What does this mean to a customer? This means that a customer can purchase from Landscape Structures with confidence because we have the processes in place to consistently manufacture the highest quality products while being conscious of how we are impacting the environment.

Although not an industry requirement, Landscape Structures requires members of our staff to be certified by the National Playground Safety Institute (NPSI). This includes many of our product development team, playground design team and our technical services (installation support) team. This ensures our customers receive the benefit of knowledge and compliance with government standards. This occurs at all levels from the development of the equipment, design of the playstructures, through installation and maintenance services.

In addition, many key staff members are actively involved in the development of standards for our industry. Cofounder Steve King is an American Society of Landscape Architects (ASLA) Fellow, and a founding member and past President of IPEMA. Steve has been chairman of a task group of the American Society for Testing and Materials (ASTM) that worked with the U.S. Consumer Products Safety Commission (CPSC) to update the ASTM F1487 Specification: a voluntary safety and accessibility standard for public playground equipment designed for children ages 2 to 12. His task group had the added responsibility of developing playground accessibility standards to comply with the Americans with Disabilities Act (ADA). Landscape Structures was also the first company to develop new playground components specifically meeting ADA requirements.

Tom Fitzpatrick, P.E., Product Development Manager, has been an integral part of Landscape Structures for 23 years. Tom serves on multiple committees with ASTM and IPEMA, including the IPEMA Board of Directors and the Equipment Certification Committee. He is also certified by the Canadian Playground Safety Institute as a Canadian Certified Playground Inspector and by the National Recreation and Park Association (NRPA) as a Certified Playground Safety Inspector (CPSI).

Dan Osterberg, Director of Product Development, has contributed to Landscape

		<p>Structures' innovation and design leadership for the past seven years. Dan is an active member of ASTM and holds certification from NRPA as a Certified Playground Safety Inspector (CPSI).</p> <p>Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Florida, Hawaii, Idaho, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee and Washington (other states may not require them), allowing us to provide turn-key solutions to our customers across the United States.</p> <p>Third Party Certifications Landscape Structures has a comprehensive Certified Installers program. Among other things, Certified Installers are staffed with at least one Certified Playground Safety Inspector (CPSI), carry appropriate types and levels of insurance, are properly licensed, and have received comprehensive training on Landscape Structures' products. Landscape Structures actively encourages the use of Landscape Structures certified installers.</p>	
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	NONE – Landscape Structures has never been suspended or debarred.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>2025: Landscape Structures is named to the first-ever Forbes Accessibility 100 List, which celebrates the world's most innovative organizations making meaningful strides to improve life for people with disabilities. (See attachment Q.47 Inclusive Play Links located in 'Additional Documents')</p> <p>2024: Aquatix® by Landscape Structures wins Landscape Architecture Magazine's Lammy Award for "Most Persuasive" for our LED Jumping Jets ad featuring rainbow-colored arch jets at nighttime with the headline "Lights. Water. Action."</p> <p>2023: Landscape Structures receives LAMMY Advertising Award for Best Message by Landscape Architecture Magazine.</p> <p>2021: Landscape Structures is honored by the MSP Business Journal with the 2021 Minnesota Manufacturing Award for our latest product innovation, the We-Go-Swing®. Most importantly, we're proud to continue offering play options for children and families of all abilities.</p> <p>2020: Hedra® received a GOOD DESIGN® Award from the Chicago Athenaeum: Museum of Architecture and Design and The European Centre for Architecture Art Design and Urban Studies.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	48%	*
22	What percentage of your sales are to the education sector in the past three years?	34%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Landscape Structures currently holds cooperative purchasing contracts with the following agencies: Sourcewell HGAC NASPO ValuePoint (includes participating addenda with the following states: Arkansas, California, Hawaii, Iowa, Kentucky, Missouri, Nevada, New Mexico, Ohio, Oklahoma, Oregon, South Carolina, Utah, and Washington) TIPS Minnesota State Contract California Multiple Award Schedule (CMAS) KCDA (King County Directors Association)</p> <p>Please see attached document "Q.23 Cooperative Purchasing Contracts" for annual sales volume for 2022-2024.</p>	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures does not currently hold any GSA contracts or Standing Offers and Supply Arrangements.	*

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Riverside, California	Pamela Galera, Parks and Recreation Director	(951) 826-2075	*
City of Dearborn, Michigan	Sean Fletcher, Parks and Recreation Director	(734) 516-8882	*
City of Westminster, California	Cindy Huynh, Civil Engineering Associate	(714) 548-3497	*
City of Courtenay BC, Canada	Stuart Carmichael, Manager of Parks Services	(250) 334-4111	
Novi Community School District	Mike Dragoo, Director of Maintenance and Operations	248-449-1241	

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

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

Line Item	Question	Response *	

<p>26</p>	<p>Sales force.</p>	<p>With more than 50 years of experience designing, manufacturing and supporting world-class playground, shade and splash play solutions, we are uniquely positioned to meet the needs of Sourcewell and Canoe participating entities throughout the United States and Canada.</p> <p>Landscape Structures operates through a comprehensive, strategically positioned network of independent representative organizations, encompassing more than 350 exclusive sales consultants serving all 50 U.S. states and every Canadian province. Our sales consultants are deeply embedded in their communities, providing localized expertise, rapid response times and personal relationships with park planners, landscape architects, schools and municipalities.</p> <p>Each representative organization serves as the single point of contact for Sourcewell members. This is from initial consultation and design through installation and ongoing support which ensures consistent service and accountability. This model allows us to deliver responsive, community-based service with the strength and stability of a national manufacturer.</p> <p>Landscape Structures directly employs more than 800 full-time employee-owners, including dedicated professionals in sales, engineering, project management, customer service, manufacturing and logistics. These employees are based primarily at our headquarters in Delano, Minnesota, and our SkyWays® shade division facility in Dallas, Texas, with additional regional team members supporting business development and field services across North America.</p> <p>Since becoming 100 percent employee-owned in 2012, our culture has been defined by accountability, innovation and an unwavering commitment to customer satisfaction. Every employee-owner takes pride in ensuring that the products we design and deliver exceed industry standards for quality and safety.</p> <p>Our independent representatives maintain their own teams of sales consultants, designers, certified installers and support staff. While these professionals are not direct employees of Landscape Structures, they operate under exclusive agreements and are fully aligned with our brand values and performance expectations. Many of these organizations have partnered with us for more than 50 years, reflecting a shared commitment to quality, integrity and long-term success.</p> <p>Our sales and service functions are seamlessly integrated to ensure a smooth customer experience. Sales consultants collaborate directly with our internal engineering, manufacturing and customer service teams to manage every stage of the project. Many representative organizations also provide certified installation and maintenance services, allowing for efficient project execution and continuity of service.</p> <p>We back our work with industry-leading warranties and a commitment to lifetime customer support. Our representatives remain engaged long after the playground is installed offering training, maintenance guidance, and consultation on future upgrades or expansions.</p> <p>Landscape Structures offers Sourcewell and Canoe members a proven, scalable and deeply committed partner. Our combination of employee ownership, exclusive representative partnerships and national manufacturing strength ensures that every community regardless of size, geography, or complexity receives world-class design expertise, reliable project delivery, and exceptional service.</p>
<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>Landscape Structures' exclusive sales and distribution channel includes 47 independent rep organizations; 29 in the U.S., three in Canada and 15 internationally. More than 350 sales consultants focus full-time on sales and service of the products considered in this RFP. Landscape Structures playground equipment, Skyways shade solutions and Aquatix splash park product sales are our sales reps' primary business. They carry additional complementary offerings ranging from site furnishings and surfacing to shelters, fencing and more enable member agencies to provide Sourcewell customers will a truly comprehensive, turnkey solution for their community park and playground needs.</p> <p>As a 100 percent employee-owned company, Landscape Structures' relationship with its sales force is unique in the industry. We believe our industry-leading sales consultant tenure and the strong, trusted relationships we have with our channel help us stand out with our combined commitment to provide world-class service to our Sourcewell customers.</p>

28	Service force.	<p>Our philosophy of "We believe play is life-changing" extends to how we support our customers long after a project is complete. Our long-tenured customer experience and sales operations team provides responsive, high-quality service to both our sales consultants and end customers. Guided by the motto "We Support Play," each team member is assigned to a specific geographic territory, ensuring consistent, knowledgeable and personalized support for every client.</p> <p>Our service processes are defined by ISO-audited standard work, which ensures consistent training, accountability and continuous improvement. Same-day responses are our expectation, and the team meets weekly to review issues, implement corrective actions and identify proactive opportunities to enhance the customer experience. Most replacement parts are shipped within two business days, regardless of the product's age, reflecting our commitment to long-term support and reliability.</p> <p>Our technical services team provides dedicated assistance for installation questions or on-site challenges from professional installers and customers alike. This expert team is available 24/7 through a dedicated hotline, ensuring timely guidance and resolution whenever and wherever it's needed.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Since we were first awarded the Sourcewell contract in April 2017, all Sourcewell contract orders have been conducted directly between the customer and Landscape Structures. Service is provided through our experienced sales network, who play a vital role in ensuring a seamless and responsive customer experience.</p> <p>Our sales representatives partner with customers from the initial concept through the completion of each project. They are responsible for submitting design requests to Landscape Structures and collaborating with our internal teams to finalize pricing and prepare detailed proposals. Once a proposal is complete, the representative presents it to the customer for review and approval. When approved, the customer issues a purchase order which the representative submits to Landscape Structures for processing.</p> <p>Landscape Structures reviews the order, ensuring everything is in place for manufacturing, shipping and invoicing. This multi-step process ensures accuracy, transparency and efficiency at every stage.</p> <p>We believe that this collaboration with our representatives has made the ordering process both efficient and straightforward. It's a system that ensures accuracy and smooth operation from start to finish. See attachment Q.29 Deviation to Standard Order Process (included in 'Additional Documents')</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service philosophy begins with a simple promise: "You have our word". We put our values ahead of profit, ensuring every interaction reflects our commitment to integrity, quality and care. One of our five corporate initiatives is to "ensure a world-class experience with our representative partners and end customers every time."</p> <p>Our customer experience team is available Monday through Friday, from 8 a.m. to 5 p.m. CT, and can be reached through multiple channels for convenience and responsiveness. We also offer a toll-free installation hotline that operates 24 hours a day, seven days a week, to assist with time-sensitive questions in the field. Landscape Structures maintains a strong Quality Management System (QMS), which includes standard work procedures and an ISO-audited customer service program that drives consistency and accountability across all touchpoints.</p> <p>Many of our representative offices also offer early morning, evening or weekend appointments to accommodate customer schedules. Hours of operation vary by office but are typically 8 a.m. to 5 p.m., Monday through Friday.</p> <p>When service needs arise in the field, we follow a documented process called the Customer Contact Note (CCN) system. Representatives submit CCNs directly from the field to report issues such as shipping concerns, freight damage, missing parts or warranty needs. Each CCN receives a response within 24 hours to ensure projects stay on schedule. All CCNs are reviewed weekly with operations leadership to identify root causes, implement corrective actions and advance continuous improvement initiatives.</p> <p>Another distinguishing aspect of our service program is our replacement parts commitment. To the best of our knowledge Landscape Structures is the only play equipment manufacturer in our industry able to provide replacement parts regardless of the age of the equipment. Parts are identical to the originals, except when design improvements are made for safety or compliance. In those cases, we supply replacements that are similar in form, fit and function.</p> <p>We maintain detailed archives of every order, including purchase orders, layout drawings, acknowledgments, invoices and shipping documentation. Standard lead time for replacement parts is two weeks, the same as for standard play equipment when required. Standard hardware can often be supplied the next day, and common painted welded parts typically ship within 24 to 72 hours.</p> <p>To continually evaluate and improve our customer experience, we send a post-sale satisfaction survey approximately eight weeks after every order ships. Feedback is shared with our representative organizations to celebrate successes, address concerns and reinforce our shared commitment to exceptional service.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>For more than 50 years, Landscape Structures and our representative organizations have proudly partnered with municipalities, schools and other community-focused entities. These are the same customers that Sourcewell serves. Our extensive network across the United States and Canada positions us to deliver consistent, responsive support to every participating member.</p> <p>We are fully capable and committed to meeting the needs of Sourcewell participating entities, providing high-quality playground, fitness, shade and splash play products, expert design guidance and reliable service. As an employee-owned company, we take great pride in building lasting relationships and helping communities achieve their goals through play.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Landscape Structures is fully able and committed to providing our products and services to all Sourcewell participating entities in Canada. Over the past several years, we have built strong momentum as our three Canadian representative partners have successfully helped customers adopt our Canoe/Sourcewell contracts. To date, Canoe sales have reached several million dollars, reflecting both growing trust in our brand and the value we deliver to communities across Canada.</p> <p>To further strengthen our presence, we have appointed a dedicated Regional Sales Manager who works closely with our Canadian representative organizations to support continued growth and partnership. In collaboration with our Canoe account manager, we are also planning additional training sessions to equip our representatives with the tools and knowledge needed to serve participating entities with excellence.</p> <p>Our continued investment in our Canadian partnerships underscores our long-term commitment to supporting Sourcewell members with innovative play and recreation solutions that enhance communities across Canada.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>N/A - Landscape Structures has the ability and willingness to continue serving the entirety of the United States and Canada</p>

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A - Landscape Structures has the ability and fully intends to serve all Sourcewell participating entity sectors. In fact, Sourcewell's entity sectors are our core customer base, and have been for over 30 years. We have built our business around serving these entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Landscape Structures is pleased to offer its products to participating entities in Hawaii, Alaska and U.S. territories. Local regulations may require unique arrangements regarding installation and related services.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Landscape Structures extends the terms of our current Sourcewell contract to non-profits and will continue to do so.	*

**Table 4: Marketing Plan (75 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing plan includes announcements and promotion of the award to both our rep network and externally through social media and email. In addition, we will provide a presence on our public websites including links to Sourcewell highlighting the details of the awarded contract. We will include Sourcewell in our ongoing email and social media communications to related audiences. Our marketing team supports our reps in their local territory marketing and will provide Sourcewell related content for them to share directly through their email and social media channels.</p> <p>We will create an enhanced brochure highlighting Sourcewell for sales consultants to share with customers both printed and digitally. In addition, we would further highlight Sourcewell projects in photos and videos for our website and annual catalogs showcasing the partnership.</p> <p>Through collaboration and creativity, our marketing team produces content for a variety of channels and looks forward to working together to create the most effective campaigns for promotion. See attachment Q.37 Marketing Sample Links</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We have a robust digital marketing strategy that encompasses SEO, GEO, web content best practices, lead generation, customer journey nurturing, a variety of social media channels and more. It is important to us to continuously analyze and assess digital tactics, messaging and results to evolve our strategy and content for best results. Our marketing team dedicates time and resources to learning about new technologies and best practices for our strategies.</p> <p>We have two external websites, are active on YouTube, Facebook, Instagram and LinkedIn, and would incorporate messages about Sourcewell throughout these communication channels. See attachment Q.38 Links to Digital Platforms</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Landscape Structures views Sourcewell as a true partner in helping communities access high-quality, innovative play, shade and water solutions efficiently and cost-effectively. Successful contract programs thrive on collaboration, transparency and a shared commitment to public service. These values align closely with our culture as a 100 percent employee-owned company.</p> <p>Engagement with Sourcewell extends well beyond the contract itself. Joint participation in webinars, live meetings and industry events provides valuable opportunities to strengthen awareness and build relationships. Direct interaction between Sourcewell staff and our representative network will allow for consistent communication, timely updates and expanded outreach. We also appreciate Sourcewell's presence at key industry conferences such as NRPA, along with its willingness to explore new venues where we can reach decision-makers together.</p> <p>To fully integrate Sourcewell into our national sales strategy, dedicated marketing materials, digital resources and training sessions will be developed for our representative network. Regional sales managers and sales consultants are encouraged to present Sourcewell as a preferred procurement avenue for municipalities, schools and other participating entities.</p> <p>Regular communication between our business development leadership and the Sourcewell team will ensure representatives remain informed about contract updates, promotional opportunities and regional initiatives such as Sourcewell Academies and Universities. We will also continue to highlight Sourcewell in our communications with partners like the Miracle League and other organizations that share our mission of inclusive play. As a proof-point for this, while working under our existing Sourcewell agreement, Landscape Structure's SVP of Sales received the "Sourcewell 2024 Pioneer Award" for his efforts to help increase adoption of our Sourcewell contract use within our distribution channel.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the complex nature of designing playstructures and playground environments to meet unique community specific needs such as site details, safety standards and comply with government regulations (CPSC, ASTM, ADAAG) applicable to public playgrounds, we believe a one-on-one approach best serves our customers and ensures they are meeting their compliance requirements.</p> <p>The entire sales process is relationship-based to support meeting the specific needs of the customer and their environment. The actual process of ordering is executed by Landscape Structures' representatives. Note that to date, we have not received requests from customers to include an online ordering option.</p>

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Landscape Structures is committed to supporting Sourcewell participating entities through comprehensive education and training programs designed to promote safety, proper maintenance and effective use of our products.</p> <p>Through the Landscape Structures Learning Academy, we offer a wide range of continuing education sessions at no cost to Sourcewell members. We have 15 sessions currently available with topics ranging from playground maintenance and multigenerational design to designing inclusive play spaces, fitness-focused playgrounds and the importance of color in playground design. Detailed course descriptions are available online at <a href="http://playlsi.com/education">playlsi.com/education</a>.</p> <p>Our Learning Academy courses are available both in person and online, and provide opportunities for attendees to earn Continuing Education Units (CEUs) or Professional Development Hours (PDHs). Landscape Structures is an authorized provider of continuing education from the International Association for Continuous Education and Training (IACET), The American Institute of Architects (AIA) and the Landscape Architecture Continuing Education System™ (LA CES). All training programs are optional and provided as part of our ongoing commitment to customer success.</p> <p>Beyond formal education, our independent representative network provides hands-on, project-specific support for product installation, maintenance and operation. This includes on-site guidance, maintenance documentation and follow-up consultation which we provide as a standard, no-cost service.</p> <p>Landscape Structures experienced field supervisors assist our customers with pre-construction consultation, technical support, maintenance, and start-up and training. When opting for this service, Aquatix by Landscape Structures will provide (1) factory direct technician for (2) days of system startup, balancing, and owner training. Pricing is included in the Aquatix price list.</p> <p>Our goal is to ensure every Sourcewell member not only receives exceptional products, but also has the knowledge, confidence and support needed to maintain safe, inclusive and long-lasting play environments for their communities.</p>
42	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Landscape Structures stands apart through our unwavering commitment to innovation, quality and customization. We invest over \$5 million annually in advanced equipment and technology, positioning us as an industry leader in product development and manufacturing excellence. Our proprietary DigiFuse® technology permanently bonds vivid, photo-realistic graphics directly onto metal panels, resulting in playground components that captivate with stunning visuals and fitness equipment signage that's clear and easy to follow, with exceptional durability designed to withstand years of play and exposure.</p> <p>Throughout the sales process, we offer advanced CAD and 3D modeling solutions, as well as individually requested output (i.e. specialized renders, file exports, animations) to help convey the vision for successful community outcomes. This will be tailored to each playground consultant and customer's vision.</p> <p>Our materials and processes are engineered with innovation, safety, longevity and aesthetic appeal at the forefront. Rigorous testing protocols and a disciplined product development cycle ensure every product meets the highest safety standards. Most importantly, we don't lose sight of what matters most: the users. We continually challenge the status quo to ensure every product we design and manufacture delivers maximum value for the kids and communities we serve.</p>

<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>From the beginning, our founders made a promise: to create play spaces that delight children while respecting the planet. That promise continues to guide every aspect of our work today.</p> <p>At Landscape Structures, sustainability is not a single initiative but an integral part of how we design, manufacture and deliver our products. Our approach focuses on reducing environmental impact, increasing energy efficiency and ensuring the longevity of every playground we build. By using responsibly sourced materials, lean manufacturing practices and ISO-certified environmental systems, we are helping to create a healthier, more resilient planet, one playground at a time.</p> <p>Every playspace we design is built to last for decades. By using high-quality materials and low-maintenance finishes, our playgrounds remain safe, functional and beautiful for years to come. Durability is at the heart of sustainability, extending the life of every structure while reducing the need for replacement. We continually innovate with materials and manufacturing processes that lessen environmental impact without sacrificing safety or performance. Mixed-material designs allow us to create inclusive, dynamic play experiences that balance creativity with environmental responsibility.</p> <p>Most of our products are proudly manufactured in the United States, reducing carbon emissions from transportation while supporting domestic jobs. Whenever possible, we comply with the Build America, Buy America Act (BABAA) and its sustainability objectives. In cases where international sourcing is necessary, we uphold strict environmental and ethical standards and provide detailed Environmental Statements that outline material origins and responsible practices. Our products are also engineered for long-term climate resiliency. For example, SkyWays® shade structures protect children from heat and UV exposure while extending the lifespan of the playground equipment beneath them which helps communities stay safe, sustainable and ready for the future.</p> <p>Sustainability is embedded in every stage of our manufacturing process. At Landscape Structures, rigorous environmental and quality management systems guide how we design, build and deliver our products. Both our Play and SkyWays® divisions are certified to ISO 14001:2015 for Environmental Management Systems, a certification we first achieved in 1998 through the International Organization for Standardization (ISO). We are also certified to ISO 9001:2015 for Quality Management Systems, a standard we have maintained since 1996 that ensures consistent product quality and continuous improvement.</p> <p>Our operations are designed to minimize waste and conserve resources. Scrap materials such as steel, aluminum and plastic are recycled and reused whenever possible, keeping valuable resources in circulation and reducing landfill waste.</p> <p><b>Energy Efficiency and Lean Manufacturing</b> Our facilities feature energy-efficient systems that reduce consumption and emissions. Guided by lean manufacturing and the Kaizen philosophy of continuous improvement, we regularly evaluate and enhance our processes to eliminate waste and improve performance. These ongoing initiatives ensure that our operations remain as responsible and resilient as the play spaces we create.</p> <p>Since 2008, we have partnered with American Forests, the oldest national nonprofit conservation organization in the United States, to plant more than 500,000 trees. These reforestation efforts help offset carbon emissions, restore habitats and support cleaner air and water.</p>
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Our commitment to environmental responsibility is guided by ISO 14001:2015, the internationally recognized standard for environmental management systems.</p> <p>In 1998, we became the first U.S. playground equipment manufacturer, and only the seventh company in Minnesota, to achieve ISO 14001 certification. This milestone reflects our deep dedication to conservation, recycling and reducing the environmental impact of our operations. More than two decades later, we continue to meet and exceed the requirements of this rigorous standard across both our Play and SkyWays® divisions.</p> <p>ISO 14001 pushes us to operate in ways that are environmentally conscious, including reducing waste, conserving energy, improving recycling processes and innovating with sustainability in mind.</p>

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>As a 100% Employee-Owned company (ESOP), our biggest differentiation is our empowered people; a culture of ownership, pride, commitment to innovation, quality, and a continuous improvement focus. We also have the best-in-class and most tenured (exclusive) distribution channel of reps, who are an extension of our team and as passionate about serving customers as we are. In an industry where most play and recreation products companies are now owned by private equity groups, we believe our employee ownership gives us a unique ability to do the right thing for our customers, every time. This also motivates us and our representatives to a world-class standard and to serve Sourcewell customers with more care and reliability than any other commercial play, water, or shade company.</p> <p>To elaborate, we are proud of our culture and commitment to excellence, which not only measures the quality of our equipment but also enhances our total customer experience. "Cool Journey," our formal continuous improvement program, started in the Fall of 1999 and has dramatically improved our lead times, efficiencies and organizational effectiveness. Thanks to our lean manufacturing practices and single order flow, we consistently manage to manufacture an entire standard product order within days, allowing us to produce orders to meet individual customer timing needs.</p> <p>Through our Kaizen events and daily improvement efforts, we have tackled thousands of challenges throughout the company; from significantly improving paint line changeover times to decreasing the cost of our annual catalog. In all ways, the cross-functional thoughtfulness and talent of our empowered employee-owners have found innovative solutions to help us run better, faster and smarter. Through PDCA (Plan-Do-Check-Act) cycles and MDI (managing for daily improvement) leadership development, we've created a continuous improvement culture where employees are empowered to challenge assumptions, eliminate waste, and standardize excellence.</p> <p>We define quality by what matters most to our customers: form, fit, function and reliability. Our lean methodology ensures that every improvement aligns with customer value, whether it's reducing defects, improving delivery or enhancing the user experience.</p> <p>Many additional factors set Landscape Structures apart including our commitment to manufacturing excellence, uncompromising product quality and continuous innovation. Above all, we deliver exceptional long-term value to our customers. Our products are designed and built to stand the test of time, ensuring a lower total cost of ownership and lasting satisfaction for the communities we serve.</p> <p>We have an open invitation for customers to visit us in Delano, Minnesota for a Play Tour to see all of this firsthand. Our lean manufacturing practices and kaizen techniques combined with a creative, empowered work force drives significant operational improvements, reduces waste, increases efficiencies, and ensures product quality. The includes a tour of our manufacturing facilities during which they see processes in action and learn how manufacturing improvements have created more environmentally preferable products.</p> <p>Our commitment to inclusive play is unmatched in the industry, and we're proud to lead the movement toward designing the most welcoming and meaningful play spaces for children of all abilities. We partner with experts, advocates and organizations that help us continually advance our understanding of accessibility and inclusion. From universal design principles to sensory-rich environments, we focus on creating spaces that not only meet standards but exceed expectations. Our dedication has been recognized globally. Landscape Structures was named to the inaugural Forbes Accessibility 100 List, which honors the world's most innovative companies making significant progress in improving life for people with disabilities.</p> <p>At Landscape Structures, we have the unique history, experience, and ability to deliver fully customized solutions for playgrounds, shade structures and splash play environments. This is an area where we continue to lead in a rapidly evolving industry. Our design philosophy is rooted in understanding that play is not one-size-fits-all. Our in-house design, engineering and manufacturing teams work side by side to transform bold ideas into extraordinary destinations. This integrated process gives us full control over quality, precision and creativity from concept to completion. No detail is overlooked, and no project is treated as routine.</p>
<p>46</p>	<p>Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.</p>	<p>Our warranty begins with a simple promise: "You have our word". At Landscape Structures, our goal is to build lifelong relationships with our customers. We stand firmly behind our products and our commitments, and we are dedicated to ensuring that every warranty situation is resolved with integrity, care and lasting satisfaction.</p> <p>We have a very robust and comprehensive product warranty that is consistent across all geographic areas. Warranty claims are administered by contacting the local representative who will help determine what parts or services are needed to ensure the product is operating to manufacturers' specification. Shipping costs are covered by Landscape Structures for parts or product covered under warranty.</p> <p>When Landscape Structures is providing installation and other related services, we offer a one-year labor warranty. See attachment Q.46 Manufacturer Warranty for specific details (included in 'Additional Documents')</p>

<p>47</p>	<p>Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.</p>	<p>Landscape Structures designs play areas to comply with the 2010 standard to ADA Standards for Accessible Design. This includes a review of the accessible routes, and the accessibility of the ground-level and elevated play components.</p> <p>At Landscape Structures, inclusion isn't just a goal; it's a promise. We believe play is life-changing, and that belief drives us to create play spaces so children of all abilities feel welcomed, supported and celebrated.</p> <p>From the very start of our design process, we seek out voices that matter most: kids themselves. Our Jr. Play Team, which is a group of children from the Twin Cities with a wide range of physical, cognitive and sensory disabilities, brings invaluable lived experience to product development. Through their honest feedback, real-time play and conversations with their caregivers, we uncover what works, what needs improvement and how to design play environments that truly welcome everyone.</p> <p>Their perspective shapes how we design and manufacture inclusive solutions. For example, during testing of our new Volo Aire™ tower, children enjoyed climbing onto the net but some found it challenging to get down safely. By adding slides at the second level, we created an easier, more dignified way for kids and caregivers to exit, which was an improvement that not only enhanced accessibility but also made the experience better for everyone.</p> <p>Inclusivity doesn't stop with design. Our installation teams are highly trained professionals who bring precision, care and a deep commitment to accessibility to every project. Beyond installation, our global network of playground consultants continues to support communities with resources, training and education, ensuring that inclusion remains at the heart of every play space long after the ribbon is cut.</p> <p>For projects in Canada, where required, Landscape Structures play areas are designed to comply with CAN/CSA Z614-20 Annex H for accessibility. This includes a review of the accessible routes, and the accessibility of the ground-level and elevated play components. See attachment Q.47 Inclusive Play Links for links to our Inclusive Play Brochure and Jr. Play Team Video (included in 'Additional Documents')</p>
<p>48</p>	<p>Identify any industry certification(s) that your business or the products included in your proposal have attained or received.</p>	<p>Our commitment to quality, safety and sustainability is reflected in the industry certifications and standards we uphold.</p> <p>ISO Certifications: We are certified to both ISO 9001:2015 and ISO 14001:2015 standards. These certifications ensure that our products are manufactured to the highest quality standards while maintaining an environmentally conscious approach throughout our operations.</p> <p>IPEMA Membership &amp; Certification: Landscape Structures is a proud member of the International Play Equipment Manufacturers Association (IPEMA). Nearly all of our equipment is third-party certified through IPEMA to meet ASTM F1487 and CAN/CSA Z614-20 standards for public playground safety and performance.</p> <p>ASTM Standards: Our products meet the requirements of ASTM F1487, the "Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use," with noted exclusions. ASTM standards provide the technical requirements that guide our product safety and innovation.</p> <p>Canadian Standards: Through IPEMA, our products are certified to CAN/CSA Z614-20, the Canadian national standard for children's playspaces and equipment.</p> <p>CPSC Compliance: We align with the U.S. Consumer Product Safety Commission's Public Playground Safety Handbook as well as the Consumer Product Safety Improvement Act (CPSIA), which specifies strict limits for lead, heavy metals, and phthalates in children's products.</p> <p>American Institute of Steel Construction (AISC) Certification: Our Dallas-based SkyWays® commercial shade division has successfully completed the Approved Fabricator Certificate by the IAS-accredited building department of Clark County, Nevada, further proof of our commitment to quality manufacturing practices.</p> <p>Together, these certifications demonstrate our uncompromising dedication to safe, inclusive, durable and environmentally responsible play products. By consistently meeting these rigorous standards, we ensure that every Landscape Structures product delivers long-term value and peace of mind for the communities we serve.</p>

<p>49</p>	<p>Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.</p>	<p>Our manufacturing processes and materials emphasize precision, durability, safety and installation efficiency. We perform most laser cutting under nitrogen gas, which produces cleaner edges, prevents oxidation, and ensures long-lasting quality, in contrast to competitors who may cut under oxygen, leaving oxidized edges that can compromise durability. We also use Flowcoat steel tubing in many cases, providing superior corrosion resistance and extending product life compared to black steel. Additionally, our deck construction uses heavy-gauge material with engineered ribbing and support to deliver structural integrity with reduced deflection over time.</p> <p>We integrate sliding footers into our slides which ensure they don't pull away from decks, warp or crack due to typical expansion and contraction. The result: They help eliminate gaps that can potentially entangle children's clothing. Bolting slides directly to the ground may be less expensive, but it's not as safe or long lasting. To our knowledge, we are the only playground equipment manufacturer to use sliding footers at the bottom of our slides.</p> <p>For safety and longevity, we secure netting with ball knots rather than S-hooks. We install PEM nuts in-house to create strong, vibration-resistant threaded connections that outperform riv nuts. We apply PVC dip coatings on select components to provide a durable, weather-resistant, non-slip surface, while competitors often use alternative plastics that degrade more quickly.</p> <p>To speed installation and protect quality, each part is individually labeled with a part number and a pictorial representation; unique product barcodes tie every component to the packing list for scan verification and complete quality control. Packaging is kitted and organized in installation sequence to reduce handling, prevent damage and allow for efficient time use on site.</p> <p>While most other manufacturers ship boxes of hardware separated by type, we pre-combine hardware in packs for each component ensuring mistake-proof and faster installations. All our bolts, flange nuts and screws vandal resistant and pre-dipped in a secure, patch adhesive to keep play equipment secure and safe from unwanted tampering. Equipment assembly diagrams are included on the packaging to make installation easier and error free and help make community-build projects more efficient.</p> <p>We offer the industry's most comprehensive and thoughtfully curated color choices. Color is energy we not only see, but feel, and it has proven physical, emotional, and social impacts on us. That's why thoughtful color selection is a critical part of creating playgrounds that not only add aesthetic beauty to a community but are also beneficial to all who visit. From infancy through early adolescence, color perception is closely linked to cognitive development. It starts with a pull toward simple primary colors and moves toward more complex and sophisticated hues.</p> <p>At Landscape Structures, we've created a spectrum of proprietary colors and complementing palettes that offer communities an opportunity to choose the colors that best suit their environment and also draw children to play. From form to function to color, we continually evolve our palette options to echo changing trends and provide the best play opportunities to help kids grow to be better adults.</p> <p>Landscape Structures is one of the few play companies that primes 100% of its painted products with a primer before receiving the final color. This ensures the best possible quality, durability, and corrosion resistance. We also use a proprietary ProShield paint, which uses SuperDurable Architectural Powders to provide maximum UV protection so that our colors remain true for decades to come.</p> <p>Together, these processes and materials result in products that are safer, longer-lasting and lower-maintenance, delivering greater value and reliability.</p>
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<p>50</p>	<p>Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.</p>	<p>Children are naturally inventive in their approach to play, and while exploration fuels imagination, it must be balanced with safeguards against serious injury. We follow the Consumer Product Safety Commission (CPSC) guidelines, which recommend separate play areas for ages 6 to 23 months, 2 to 5 years and 5 to 12 years. Designing age-appropriate spaces ensures that equipment dimensions, skill levels and play styles are matched to developmental needs.</p> <p>Environmental design is equally important. Playgrounds should be adequately shaded, well-drained, highly visible, and separated from traffic or natural hazards. Working with our expert consultants, communities can create layouts that minimize congestion, protect children and maximize safe play patterns.</p> <p>Protective surfacing further enhances safety. Whether using engineered wood fiber, resilient tiles, poured-in-place surfacing, or combinations of loose-fill and unitary systems, we ensure that playgrounds not only cushion falls but also provide accessibility for children who use wheelchairs and other mobility devices.</p> <p>A well-designed playground does more than protect children; it empowers them. Inclusive play environments provide opportunities for all children to explore, practice new skills and build confidence, regardless of physical, cognitive or sensory ability. These playgrounds foster independence and meaningful engagement, creating environments where differences fade and shared experiences flourish.</p> <p>Play is also a critical teacher of social skills. Research shows that social interaction learned in childhood impacts lifelong success. Inclusive playgrounds encourage face-to-face play, cooperation and empathy, essential skills for school, work and community life.</p> <p>Inclusive playgrounds nurture every aspect of child development:          Imaginative play allows children to "try on" roles and expand learning beyond the physical.          Cooperative play components like the We-Go-Swing®, We-Go-Round®, We-saw™ and Sway Fun® Glider encourage teamwork.          Quiet play zones such as the Cozy Dome® or Sensory Tunnel provide safe spaces for reflection, regulation and exploration.</p> <p>Inclusivity extends beyond children. Our play spaces are designed for multigenerational use, enabling parents, grandparents and caregivers of all abilities to engage with the children in their care. These spaces become true community gathering places.</p>
<p>51</p>	<p>Describe how your offering addresses the customer's desire to customize the offering.</p>	<p>At Landscape Structures, we believe play is life-changing. That belief drives us to design and build play environments that are as unique as the communities they serve. Every space we create is more than a playground. It's a destination where imagination, movement, and connection come to life. Our designs amaze and inspire, challenge and empower, and celebrate the joy of childhood.</p> <p>As a 100 percent employee-owned company, we are fully invested in every project we create. There's no one-size-fits-all approach as each playground is made to order. With highly skilled and experienced designers, broad material selections and advanced manufacturing capabilities, we set the standard for leading design and dare to smartly push the boundaries of what's possible. Clients have direct access to our design team throughout the process, ensuring that every project reflects their goals, vision and community story.</p> <p>Customization extends far beyond aesthetics. We design play experiences that meet children where they are physically, emotionally, and developmentally. Our goal is to give children of all ages and abilities the opportunity to play from every angle. Through innovative products and inclusive design, we create spaces that encourage empathy, pride and connection while promoting growth, discovery and belonging.</p> <p>In addition, we can produce almost any custom playground product idea a customer can dream up. We are uniquely qualified with a dedicated custom manufacturing division and in-house concrete GFRC production facility.</p> <p>Landscape Structures is one of the few play companies that primes 100% of its painted products with a primer before receiving the final color. This ensures the best possible quality, durability, and corrosion resistance. We also use a proprietary ProShield paint, which uses SuperDurable Architectural Powders to provide maximum UV protection so that our colors remain true for decades to come.</p> <p>Together, these processes and materials result in products that are safer, longer-lasting and lower-maintenance, delivering greater value and reliability.</p>

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>We are proud to be a 100 percent employee-owned (ESOP) company. Because of this ownership structure, we do not qualify for certification as a woman-owned or minority-owned business however our employee ownership reflects an equally powerful commitment to shared success, long-term sustainability and diversity.</p> <p>The ESOP distinction sets us apart in the commercial playground industry and ensures that every eligible employee, regardless of role, tenure or background, has a direct stake in our success. Ownership is tied to employment, not hierarchy, meaning that frontline team members and executives alike share equally in the accountability and rewards of what we build together.</p> <p>Employee ownership shapes a culture of shared responsibility, innovation and integrity. It drives us to deliver the most captivating play spaces in the world because every project reflects not only our brand, but also our personal pride as owners. This structure also positions us as one of the few truly independent companies in our industry, giving us the freedom to stay true to our mission and values.</p> <p>Equally important, inclusivity is woven into both our leadership and our operations. Nearly half of our senior leadership team is female, demonstrating our commitment to equity and representation at the highest levels of decision-making.</p> <p>Beyond our walls, we actively support supplier diversity by partnering with many woman-owned, minority-owned and small businesses across our distribution channels and subcontractor network.</p>
53		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	While Landscape Structures is not able to qualify as a MBE, we partner with representatives and contractors who are MBEs. *
54		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	While Landscape Structures is not able to qualify as a WBE, we partner with representatives and contractors who are WBEs. *
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Landscape Structures does not currently have any DOBE partners, we welcome the opportunity to work with qualified DOBEs. *
56		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Landscape Structures does not currently have any VBE partners, we welcome the opportunity to work with qualified VBEs. *
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Landscape Structures does not currently have any SDVOB partners, we welcome the opportunity to work with qualified SDVOBs. *
58		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	While Landscape Structures no longer qualifies as a SBE, many of our representatives and contractors who we partner with are SBEs. *
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Landscape Structures does not currently have any SDB partners, we welcome the opportunity to work with qualified SDBs. *
60		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	While Landscape Structures is not able to qualify as a WOSB, we partner with representatives and contractors who are WOSBs. *

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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61	Describe your payment terms and accepted payment methods.	Standard payment terms are net 30 days from invoice date. Landscape Structures accepts payments via check, wire transfer or ACH.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	To support the need for alternative financing, Landscape Structures has aligned with NCL Government Capital to provide parks and recreation departments, schools, non-profits, churches, daycares, preschools and more with efficient financing solutions to purchase park and playground equipment.	*
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Standard transaction forms used by Landscape Structures and many of our representatives include our Sourcewell Proposal Form, Standard Terms & Conditions for Installation, Sourcewell Participation Agreement, Order Acknowledgement and Invoice.	*
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Landscape Structures partners with US Bank for e-bill capabilities using a third-party merchant processor and is set up to handle multiple payment methods, including P-cards. Some fees may apply depending on the size, type and payment method utilized for each transaction.	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Landscape Structures strives to provide a straightforward and easily understood pricing model. Therefore, we propose a single discount percentage off list price with an additional volume discount to provide greater value. Aquatix mechanicals, design services, and all ancillary products and services are priced on a guaranteed not-to-exceed model. A complete price list showing list price is attached. Price list includes unique model numbers for all products offered.</p> <p>At Landscape Structures, our goal has always been to provide the highest quality and most innovative products and services at a fair price while delivering exceptional value. We understand that value is defined differently by each customer, so we strive to attract and retain customers who prioritize characteristics such as durability, great service, working with a manufacturer that "does the right thing" irrespective of the warranty wording, values relationships, and gives back to the community.</p> <p>We also want to emphasize that we do not inventory finished products, so excess inventory does not drive our pricing. We have resources available to help customers earn grants. Unlike some retail pricing models that price products above market and then offer significant "discounts" to entice potential buyers, our contract discounts are genuine and not recovered through higher markups on freight, installation, or other products and services. See attachment Q.65 Pricing</p>	*
66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Landscape Structures is offering a 6% discount off list price on all Landscape Structures products for single orders of up to \$80,000 in equipment.*</p> <p>*Mechanical systems, design and other services provided by Aquatix by Landscape Structures are priced on a line-item pricing basis.</p>	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	<p>An additional 2% volume/quantity discount off list price on Landscape Structures products for single orders over \$80,000 in equipment* (total 8%).</p> <p>*Mechanical systems, design and other services provided by Aquatix by Landscape Structures are priced on a line-item pricing basis.</p>	*

68	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Landscape Structures is committed to delivering complete, turn-key playground, shade and splash play solutions tailored to each customer’s unique needs. Our local sales representatives work closely with individual clients to define project requirements and identify any additional products, equipment or services necessary to achieve the desired outcome.</p> <p>When sourced items are required, our representatives coordinate with trusted local suppliers to ensure quality, compatibility and value. These sourced products and/or services are provided on a cost-plus basis, not to exceed 25%. Installation services are offered on a “not-to-exceed” percentage of the list price of Landscape Structures equipment, determined on a state-by-state basis. Landscape Structures is proud to offer access to its certified installer network for installation services.</p> <p>Custom products are quoted individually and will receive the same discount structure applied to our standard product lines.</p>	*
69	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Bonding is not included in pricing. If bonding is required, the cost is 3% of the purchase order total payable to Landscape Structures Inc.</p> <p>Installation, site preparation, unloading of equipment upon delivery, safety audits and inspections. These services can be contracted through Landscape Structures and they will be provided by qualified independent, third-party vendors/contractors.</p>	*
70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>To best serve our customers and provide the most competitive price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders that contain oversized components.</p> <p>Our carriers maintain the highest standards, and many of them have shipped our products for decades. They understand our product and the importance of being on time for the delivery appointment. Our carriers call the delivery contact person at least 24 hours in advance to confirm the appointment so that everyone is successful.</p> <p>Once Landscape Structures receives the order, it is processed and a ship date is assigned. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. If there are changes needed to the shipping schedule, we will work with the local sales representative and the customer to coordinate any adjustments based on their needs.</p> <p>Landscape Structures has a 99 percent on-time shipping performance record. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order later as agreed upon by the customer and possibly expediting the shipment to meet the customer’s requirements.</p>	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping, delivery, exchange and return programs for Alaska, Hawaii and other offshore orders are treated in the same manner as orders shipping to the continental United States except for ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint is shipped via air freight	*

72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Landscape Structures prides itself on how it packages its products. The various components and individual structures are packaged/palletized together for ease of installation. The parts are secured to the pallets with strapping and heat-shrink-wrapped with a high-mil wrap that protects the components from weather while in transit and/or at the site.</p> <p>We go to great lengths to ensure the product is delivered to the site undamaged. In fact, during the last 10 years, our reported freight damage is consistently less than 0.3%. We attribute that to our packaging methods and our top-notch carriers that have been moving our playgrounds for decades.</p> <p>Landscape Structures will work with individual customers to accommodate any special shipping requirements. Whether that delivery requires a flatbed or full-size trailer, or if an early AM or after hours delivery is needed, we can structure it to ensure success for the customer.</p>	*
73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Sourcewell customer orders will be directly invoiced by Landscape Structures Inc. As orders are received and submitted into our order processing system, they will be flagged as Sourcewell contract orders. A daily report is generated alerting our Contract Administrator of all contract orders keyed the previous day. This contract coding is also the basis for all quarterly reporting and administrative fee payments.</p> <p>All discounts on orders require a discount code, which provides another checkpoint to ensure the order has received pricing in compliance with the contract. The Sourcewell discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing.</p> <p>All order keyers and accounting personnel are trained to review orders for contract compliance.</p> <p>Landscape Structures shares the responsibility for the contract discount with the local sales representative. If they fail to submit the order correctly, they do not receive Landscape Structures' share of the discount and cover the entire amount themselves. This provides a monetary incentive for the sales representative to submit the order with the correct contract information.</p>	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Internal metrics include quarterly and annual contract usage reporting to the finance and sales teams. All contract sales are coded for easy data retrieval. Reporting shows both how the contract is doing against company sales by quarter and against previous years. It provides sales data on both geographic and sales force levels. In addition, it provides a comprehensive list of sales by size and repeat customers.</p> <p>This reporting allows us to see where the contract is strongest and areas across the country where we can improve on contract usage.</p>	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>Landscape Structures is proposing an administrative fee of 1.5% on the net sales price of all products and services (excluding freight, bonding fees and taxes).</p>	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Landscape Structures is pleased to provide Sourcewell members with pricing that is as good as pricing we offer to our other cooperative purchasing customers.

**Table 7A: Depth and Breadth of Offered Solutions (225 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Landscape Structures is offering a turnkey solution to the marketplace need for playground and recreation-related equipment, accessories and supplies.</p> <p>Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports &amp; fitness equipment, site furnishings and waterparks. Turnkey services are offered to include design and site consultation, installation, and site construction services.</p> <p>To complement and enhance the park and playground project, we can provide turnkey solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, splash play and independent safety audits. These are sourced products and services.</p>
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>Commercial playground equipment</li> <li>Custom/themed play equipment</li> <li>Inclusive playground equipment</li> <li>Net playgrounds</li> <li>Nature-inspired play</li> <li>Outdoor musical instruments</li> <li>Playgrounds for infants/toddlers</li> <li>Freestanding playground components</li> <li>Slides</li> <li>Playground towers</li> <li>Commercial shade structures</li> <li>Splash pads/Spray play products</li> <li>LED lighting</li> <li>Splash pad packages</li> <li>Mechanical systems</li> <li>Site furnishings/amenities</li> <li>Park Benches</li> <li>Picnic Tables</li> <li>Trash receptacles</li> <li>Outdoor fitness equipment</li> <li>Sports equipment</li> <li>Surfacing</li> <li>Installation solutions</li> <li>Related site work</li> <li>Independent safety audits</li> </ul>

**Table 7B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Include which ones you are offering
79	<p>Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to:</p> <p>a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;</p>	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p>	NA

80	<p>Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to:</p> <p>a) Benches, picnic tables, bike racks, waste receptacles;                  b) Dog Park solutions;                  c) Playground and aquatic surfacing and fall protection;                  d) Shade coverings</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>	NA	*
81	<p>Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to:</p> <p>a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as:                  i. Cardio training;                  ii. Strength, agility, and mobility training; and                  iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>	NA	*
82	<p>Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to:</p> <p>a) Playgrounds                  and at least one of the following:</p> <p>b) Water Play or Aquatic Equipment (See Category 1, above);                  c) Outdoor Site Amenities and Furnishings (See Category 2, above); and                  d) Outdoor Fitness (See Category 3, above).</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	Our product portfolio encompasses a, b, c d; commercial playground equipment, water play and aquatic equipment, outdoor site amenities and furnishings including commercial shade structures, as well as outdoor fitness and sports equipment designed for individuals ages 5 through 13 and beyond.	*
83	<p>Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>Playsystems:                  Smart Play®: Smart Play playstructures pack a lot of activities into compact structures, taking kids from early crawling exploration on up to active climbing and social play to challenging adventures for older children.                  Forma™: Forma brings a contemporary vibe to any play environment. With its architectural influences, endless color possibilities and open sightlines, this unique playsystem design creates the perfect complement to your nature-inspired or modern play setting. Kids love the dynamic, challenging, and inclusive play opportunities provided by Forma's angular design and sensory-rich mix of materials.                  Quantis®: Quantis takes net play to a whole new level with endless routes of imaginative play! Each Quantis structure is packed with a variety of materials and climbers along with integrated play components to challenge kids and provide hours of unscripted, dynamic and inclusive play.                  Hedra®: The geometric playscapes of Hedra, Hedra Scout and custom Hedra Towers are perfect for kids ages 2 to 12. These tessellated shapes create playful pods</p>	

that link together, forming a fascinating interconnected matrix of three-dimensional play. Hedra Swings and AquaHedra carry the unique look to additional play events.

**Evos®:** The spherical design of the Evos playsystem attracts kids of all abilities. Most importantly, Evos lets kids find their own ways to play while building muscle strength, endurance and mental agility.

**Weevos®:** The complement to Evos for children ages 2 to 5, the Weevos playsystem promotes early childhood growth and development in five key areas: physical, cognitive, sensory/motor, emotional/social and language.

**PlayBooster®:** The industry gold standard for ages 5 to 12. For design, durability and play value, PlayBooster is the line of playground equipment everyone looks to for inspiration.

**PlayShaper®:** Let curious young minds go exploring on a safe and durable PlayShaper® playground structure. Scaled to size for preschoolers, these play systems invite youngsters to develop their physical skills while learning the social skills needed for community life.

**PlaySense®:** PlaySense playgrounds are perfect when you are looking for more fun per dollar. These preconfigured playgrounds serve kids ages 2 to 5 and 5 to 12 so everyone is happy, and every community can have an affordable playground to call their own.

**Freestanding Play:** Our versatile freestanding play components are designed to maximize play value and create an action-packed playground that's truly unforgettable. We offer unique play events including the We-Go-Swing®, We-Go-Round®, Rhapsody® Outdoor Musical Instruments, ZipKrooz®, Aeronet® Climbers, spinners and more. These play events provide extra challenge and fun for any new playground and can be used to revitalize an existing park or playground.

**Sports & Fitness:** Our Sports & Fitness equipment provides fitness components that are designed for outdoor parks and playgrounds where people of any ability can challenge their physical fitness and work toward improving their health from head to toe. With options like FitCore™ Extreme, HealthBeat Circuit® and the HealthBeat® Outdoor Fitness System, we make it easy to add fitness for any age to outdoor play.

**Site Furnishings:** Put the finishing touches on your play environment with a variety of site furnishings options. From shade products and benches to bike racks, litter receptacles and more, we'll help create a clean, safe and welcoming space for the whole

community.

Aquatix® by Landscape Structures:  
As leaders in visionary aqua play, Aquatix knows no boundaries when it comes to interactive water-based encounters, inventive escapades and thrilling surprises. Splashtastic products engage kids' imaginations, encourage exploration and deliver exhilarating new experiences with water to people of all abilities. In fact, the innovative technology of the self-contained AquaSmart® Packages has made water play possible for more and more communities.

SkyWays® by Landscape Structures:  
SkyWays provides nearly unlimited shade capabilities for a variety of spaces like playgrounds, dog parks, ball fields, zoos, outdoor classrooms or anywhere large amounts of shade are needed. As an AISC Certified Fabricator, we ensure that all SkyWays products provide the best options for cool and reliable shade. From small shade to big shade, decorative shade to themed shade, SkyWays goes where people like to gather.

At Landscape Structures, we are proud to offer comprehensive, turnkey solutions for playground and recreation projects of every scale. Through close collaboration with our local sales network, manufacturer-certified installers and trusted contractors, we deliver a seamless experience from design and site consultation to installation and completion.

Our integrated approach ensures customers receive the highest quality products and services at the best value. In addition to our full suite of offerings, including playground equipment, shade, surfacing, site furnishings, outdoor fitness and splash play, we also coordinate complementary site services such as grading, concrete work, landscaping, drainage, shelters and safety audits.

By managing every detail through our established partnerships, we provide customers with a single, reliable source for creating beautiful, functional and enduring community play environments.

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Pricing.zip - Tuesday October 14, 2025 19:04:05
  - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday October 14, 2025 19:03:27
  - [Marketing Plan/Samples](#) - Q.37 & 38 Marketing Links.pdf - Wednesday October 15, 2025 18:06:40
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday October 15, 2025 18:09:51
  - [Requested Exceptions](#) - Master Agreement, 101625 Playground Equip Outdoor Fitness, 2025 RFP, LSI Redlines, 2025.10.09.docx - Tuesday October 14, 2025 19:02:00
  - [Upload Additional Document](#) - Additional Documents.zip - Wednesday October 15, 2025 18:06:56

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 3 Playground Equipment Outdoor Fitness RFP 101625</b> Fri October 3 2025 04:18 PM	<input checked="" type="checkbox"/>	4
<b>Addendum 2 Playground Equipment Outdoor Fitness RFP 101625</b> Wed October 1 2025 11:49 AM	<input checked="" type="checkbox"/>	3
<b>Addendum 1 Playground Equip Outdoor Fitness RFP 101625</b> Wed September 24 2025 01:18 PM	<input checked="" type="checkbox"/>	2



March 11, 2026

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

RE: Sourcewell Contract 101625-LSI Category: Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

To Whom It May Concern:

Landscape Structures Inc. authorizes the City of Los Angeles to utilize Sourcewell Contract 101625-LSI contract terms and conditions for park and playground purchases and related services.

Sincerely,

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

Elaine Harkess  
Contract Administrator

**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

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

### PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

### PSC-3. Time of Effectiveness

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

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

#### **PSC-4. Integrated Contract**

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

#### **PSC-5. Amendment**

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

#### **PSC-6. Excusable Delays**

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

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

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

#### **PSC-7. Waiver**

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

#### **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

**PSC-9. Termination**

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

#### **PSC-10. Independent Contractor**

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

#### **PSC-11. Contractor's Personnel**

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

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

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

#### **PSC-12. Assignment and Delegation**

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

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

#### **PSC-13. Permits**

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

#### **PSC-14. Claims for Labor and Materials**

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

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

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

#### **PSC-16. Retention of Records, Audit and Reports**

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

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

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

#### **PSC-17. Bonds**

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

#### **PSC-18. Indemnification**

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

#### **PSC-19. Intellectual Property Indemnification**

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

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

#### **PSC-20. Intellectual Property Warranty**

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

#### **PSC-21. Ownership and License**

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

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

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

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

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

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

**PSC-25. Warranty and Responsibility of Contractor**

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

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

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

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

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

**PSC-27. Child Support Assignment Orders**

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

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

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

**PSC-34. First Source Hiring Ordinance**

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

**PSC-35. Local Business Preference Ordinance**

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

**PSC-36. Iran Contracting Act**

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

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

### **PSC-43. Confidentiality**

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. Contractor Data Reporting**

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

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

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

## Limits

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

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

WC

\_\_\_\_\_  
*Statutor*

✓

EL

### General Liability

Products/Completed Operations

Fire Legal Liability \_\_\_\_\_

Sexual Misconduct \_\_\_\_\_

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

### Professional Liability (Errors and Omissions)

Discovery Period \_\_\_\_\_

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

All Risk Coverage

Flood \_\_\_\_\_

Earthquake \_\_\_\_\_

Boiler and Machinery

Builder's Risk

\_\_\_\_\_

### Pollution Liability

\_\_\_\_\_

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

### Crime Insurance

Other: \_\_\_\_\_

**SECTION A**  
**RESPONDENT'S SIGNATURE DECLARATION AND**  
**NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS**  
**OF QUALIFICATIONS**

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

**INSTRUCTIONS:**

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

**Signatures:**

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

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

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

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

**AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS**

I/We, Kariye Emerson and Shelly Becker  
being first duly sworn, deposes and states: That the undersigned

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

Is of Landscape Structures Inc.  
(Name of form business entity)

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

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

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

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

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

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

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

STATE OF ~~CALIFORNIA~~ MINNESOTA  
COUNTY OF ~~KOSZUSKOWSKI~~ WRIGHT

Subscribed and sworn to before me this day of

Kariye Emerson  
Kariye Emerson  
President

Shelly Becker  
Shelly Becker  
Secretary

(Signature) Anna Palmer

(Month/Year)(Date) May 4, 2026



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

**SECTION B**

**DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS**

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

**INSTRUCTIONS:**

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

**Signatures:**

The person signing must be authorized to bind the Respondent.

## DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

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

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

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

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

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



5/4/26

Signature of person authorized to bind proposer  
Brant Dennis, VP of Finance

Date

## SECTION C

### CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

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

### CHILD CARE POLICIES

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

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

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

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

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

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

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

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

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

J. COUNSELING OF A SELF-SUPPORTING CENTER

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

K. START-UP OF A SELF-SUPPORTING CENTER

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

L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER

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

M. FLEXIBLE WORK HOURS

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

N. FLEXIPLACE/WORK-AT-HOME

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

O. PERMANENT PART-TIME/JOB SHARING

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

P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE

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

Q. UNPAID PARENTAL LEAVE

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

R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM

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

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

**INSTRUCTIONS:**

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

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

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


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

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

Delano/Wright/Minnesota  
City/County/State

5/4/26  
Date

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

  
Signature of Authorized Office or Representative Brant Dennis  
Print Name

VP of Finance 763-972-3391  
Title Telephone Number

## SECTION D

### CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

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

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

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

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

#### ARTICLE – CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

#### **INSTRUCTIONS:**

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

# CITY OF LOS ANGELES

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

### 1. What is the Contractor Responsibility Ordinance?

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

### 2. When was the Ordinance adopted?

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

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

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

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

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

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

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

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

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

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

#### **5. When did the Ordinance become applicable?**

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

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

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

#### **7. What is a Responsibility Questionnaire?**

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

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

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

#### **9. Is a separate Questionnaire required for each IFB?**

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

#### **10. What will the City do with the Questionnaire?**

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

### **How long will the Questionnaires be posted?**

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

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

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

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

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

### **13. Are contract amendments subject to the CRO?**

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

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

The CRO requires a contractor to:

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

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

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

### **What about subcontractors?**

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

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

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

### **17. Are there any exemptions under the Ordinance?**

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

- (1) Agreements exempt from all the CRO requirements:
  - Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
  - Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
  - Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.
- (2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.
  - Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
  - Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
  - Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

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

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

**CITY OF LOS ANGELES  
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE**

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

**A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION**

Landscape Structures Inc.	840892		
Business Name	Contractor's License Number		
601 7th Street S	Delano	MN	55328
Street Address	City	State	Zip
Elaine Harkess, Contract Administrator	763-972-3391		NA
Contact Person, Title	Phone	Fax	

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated 2 / 4 / 2022.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Questionnaire dated \_\_\_ / \_\_\_ / \_\_\_ was submitted by the firm.

**B. BUSINESS ORGANIZATION / STRUCTURE**

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

**Corporation:** Date incorporated: 4 / 28 / 1971 State of incorporation: Minnesota

List the corporation's current officers.

President: Karlye Emerson

Vice President: \_\_\_\_\_

Secretary: Shelly Becker

Treasurer: Brant Dennis

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

(Use this space. If you need additional space, you can attach a document)  
Landscape Structures Inc. is 100% ESOP owned. No individual owns 5% or more of the corporation's stock.

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

**Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

**Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

**C. OWNERSHIP AND NAME CHANGES**

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

Yes  No

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

(Use this space. If you need additional space, you can attach a document)

2. Have any of your firm's owners, partners, or officers operated a similar business in the past five years?  
 Yes  No

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

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?  
 Yes  No

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

(Use this space. If you need additional space, you can attach a document)

4. Are any of your firm's contractor licenses held in the name of a corporation or partnership?  
 Yes  No

If **Yes**, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. In the past five years, has your firm ever been denied construction bonding?  
 Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

Yes  No

If **Yes**, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

**E. INSURANCE**

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

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

9. Indicate the status of your firm's current workers' compensation insurance policy (check one):

**Workers' Compensation Insurance Policy Currently in Effect**

**Legally Self-Insured**

**No Workers' Compensation Policy Currently in Effect\***

\*If you do not have a worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation.

(Use this space. If you need additional space, you can attach a document)

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

YR. 1: <sup>2025</sup> \_\_\_ EMR-1: <sup>1.06</sup> \_\_\_ YR 2: <sup>2024</sup> \_\_\_ EMR-2: <sup>1.07</sup> \_\_\_ YR. 3: <sup>2023</sup> \_\_\_ EMR-3: <sup>0.97</sup> \_\_\_

(Use this space. If you need additional space, you can attach a document)

11. Within the past five years, has your firm employed workers that were not covered under workers' compensation insurance or state approved self-insurance?

Yes  No

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

(Use this space. If you need additional space, you can attach a document)

**F. PERFORMANCE HISTORY**

12. How many years has your firm been in operation? 55 Years.

13. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?  
 Yes  No

If, Yes, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)  
 City of Los Angeles General Services Department Contract #59768; Sandy Ke, (213) 928-9547; Playground Equipment and Replacement Parts, Contract Maximum: \$3,600,000 Dates: 3/1/2017 - 3/31/2026  
 City of Los Angeles Department of Parks & Recreation Contract #3915; Jimmy Newsom, (818) 756-9294; As-Needed Playground and Water Play Equipment, Contract Maximum: \$5,000,000 Dates: 4/14/22 - 2/17/2026  
 City of Los Angeles Department of Parks & Recreation Contract #3916; Jimmy Newsom, (818) 756-9294; As-Needed Outdoor Fitness Equipment, Contract Maximum: \$1,000,000 Dates: 4/14/22 - 2/5/2026

14. List all contracts that require similar work as the current bid/proposal in which your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years. If your firm has had more than 10 contracts with similar work with any private or other governmental entities, then use the 10 more recent (and most similar) contracts. For each contract listed in response to this question,

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include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

**(Use this space. If you need additional space, you can attach a document)**  
-Sourcewell, Contact: Kirstin Westby, Senior Supplier Development Executive, Cell: 952-215-1010, supply & install playground equipment, safety surfacing & other products/services to provide a turn-key project; contract #101625-LSI; Dates: 1/13/26 to present; Sourcewell contract #010521-LSI; dates: 2/15/21-2/17/26; Sourcewell contract #010721-LSI; dates: 2/7/21-2/5/26  
-Houston-Galveston Area Council of Governments (HGAC), Contact: Neal Witty, Sr. Specification Specialist, (713) 499-6693; supply & install playground equipment, safety surfacing & other products/services to provide a turn-key project; Contract# PR 11-20 Dates: 11-1-20 to present; HGAC Contract# PR11-18 Dates: 11-1-18 to 10-31-20  
-California Multiple Award Schedule, State of California; Contact: Procurement Division, (916) 375-4363; supply and install playground equipment and safety surfacing; Contract# 4-23-02-1051; Dates: 4/23/23 to 2/17/26; Contract# 4-10-78-0057 A; Dates: 9/9/10 to 7/31/23  
-TIPS; Contact: Kim Thompson, TIPS Cooperative Coordinator, 866-839-8477; supply & install playground equipment, safety surfacing & other products/services to provide a turn-key project; Contract #21070201 Dates: 11/1/21 to 9/30/27; Contract #7118070401 Dates: 10/17/18 to 10/31/21  
-National Cooperative Purchasing Alliance (NCPA)/Omnia Partners, Contract# NCPA 10-03; Contact: Matthew Mackel, Director, Business Development, Direct: 832.331.2985; supply & install playground equipment, safety surfacing & other products/services to provide a turn-key project; Dates: 5/1/17 to 5/31/25

15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?

Yes  No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

16. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

Yes  No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

17A. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes  No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

17B..Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

Yes  No

If Yes, please enter the date of the Notice(s).

--

## G. DISPUTES

18A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

Yes  No

(b) Work performance on a contract?

Yes  No

(c) Employment-related litigation brought by an employee?

Yes  No

18B. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s), the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

--

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

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

--

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

Yes  No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

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**H. COMPLIANCE**

For the following questions, the term “owners” does not include stock owners in your firm if your firm is a publicly traded corporation.

- 21A. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 12:

Yes  No

- 21B. If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

22. Within the past five years, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

Yes  No

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

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

Yes  No

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

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

(Use this space. If you need additional space, you can attach a document)  
 Landscape Structures does not provide direct labor/employees to the job site. All labor is subcontracted to local manufacturer certified playground installers and contractors who are responsible for contacting the California Division of Apprenticeship Standards.

24B. Provide the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

(Use this space. If you need additional space, you can attach a document)  
 Landscape Structures does not provide direct labor/employees to the job site. All labor is subcontracted to local manufacturer certified playground installers and contractors who are responsible for contacting the California Division of Apprenticeship Standards.

**I. BUSINESS INTEGRITY**

For the following questions, the term “firm” includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term “owner(s)” does not include its stock owners.

25A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

- (a) Is a governmental entity or public utility currently investigating your firm for making a false claim or material misrepresentation?  
 Yes  No
- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made a false claim or material misrepresentation?  
 Yes  No
- (c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a false claim or material misrepresentation to any governmental entity or public utility?  
 Yes  No

25B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

26. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the

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bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

**TERMS OF ACCEPTANCE AND SIGNATURE:**

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

**Electronic Signature:**



*Signature*

5/4/26

*Date*

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

**Execution of document by E-signature.** By clicking on the check box, it indicates an electronic signature. This is considered to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

**ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21A**

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

**FEDERAL ENTITIES****Federal Department of Labor**

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

**Federal Department of Justice**

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

**Federal Department of Housing and Urban Development (HUD)**

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

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

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

**STATE ENTITIES****California's Department of Industrial Relations**

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

**California's Department of Fair Employment and Housing**

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

**California Department of Consumer Affairs**

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

**California's Department of Justice****LOCAL ENTITIES**

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

**OTHERS**

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

## SECTION E

### CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE

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

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

For further information on Contractor Responsibility Ordinance:

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

#### **INSTRUCTIONS:**

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

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

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

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

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

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

Company Name, Address and Phone Number



5/4/26

Signature of Officer or Authorized Representative

Date

**Brant Dennis, VP of Finance**

Print Name and Title of Officer or Authorized Representative

**City of Los Angeles Department of Parks and Recreation**

Awarding City Department

Contract Number

**SECTION F**  
**LIVING WAGE ORDINANCE**  
**AND**  
**SERVICE CONTRACT WORKER RETENTION ORDINANCE**

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

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**PREVAILING WAGES (If Applicable)**

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

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

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

**INSTRUCTIONS:**

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

# CITY OF LOS ANGELES

## LIVING WAGE ORDINANCE

### (Los Angeles Administrative Code Section 10.37 et seq.)

#### 1. What is the Living Wage Ordinance?

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

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

#### 2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

**6. Are all employees covered by the Ordinance?**

Intentionally left blank 8/18/06

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

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

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

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

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

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

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

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

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

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

#### **11. Are there any exemptions available under the Ordinance?**

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

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

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

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

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

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

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

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

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

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children twelve (12) years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.

Form OCC/LW-10 (Rev. 6/09)

- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

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

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

**LWO –DEPARTMENTAL EXEMPTION APPLICATION**  
**EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL**

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

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

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

2. Company Address: \_\_\_\_\_

3. Are you a Subcontractor?  Yes  No If YES, state the name of your Prime Contractor: \_\_\_\_\_

4. Type of Service Provided: \_\_\_\_\_

**EXEMPTION INFORMATION:**

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

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

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

Print Name of Person Completing This Form \_\_\_\_\_ Signature of Person Completing This Form \_\_\_\_\_

Title \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

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

**AWARDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

Approved / Not Approved – Reason: \_\_\_\_\_

By Analyst: \_\_\_\_\_ Date: \_\_\_\_\_



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

**1. What is the Service Contractor Worker Retention Ordinance?**

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

**2. What is a successor contractor?**

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

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

The SCWRO covers the following types of agreements:

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

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

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

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

The Ordinance requires the successor contractor to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION G

### MUNICIPAL LOBBYING ORDINANCE (MLO)

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each Respondent must submit with its response a certification, on forms CEC Form 50, prescribed by the City Ethics Commission, that the Respondent acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the Respondent qualifies as a lobbying entity. A copy of the ordinance can be found at:

<https://ethics.lacity.org/contracts/bidders/>

#### **INSTRUCTIONS:**

All Respondents must complete the enclosed Bidder Certification Forms (CEC Form 50) and submit them with the Response.

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing       Amendment: Date of Signed Original 6/6/2011 Date of Last Amendment 2/4/2022

Reference Number (Bid, Contract, or RAMP) <b>RAMP: 54504</b>	Awarding Authority (Department awarding the contract) <b>City of Los Angeles Department of Parks and Recreation</b>
Bidder Name <b>Landscape Structures Inc.</b>	
Address <b>601 7th Street S; Delano, MN 55328</b>	
Email Address <b>administration@playlsi.com</b>	Phone Number <b>763-972-3391</b>

## Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Brant Dennis

Name



Signature

VP of Finance

Title

5/4/26

Date

Los Angeles Administrative Code § 10.40.1

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (l) "Public lease or license".

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

## SECTION H

### CONTRACTOR WORKFORCE INFORMATION (LOS ANGELES RESIDENCE INFORMATION)

All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award. An important policy goal of the City is to encourage businesses to locate or remain in the City. To track that goal effectively, the Los Angeles City Council, on January 7, 1992, adopted a motion (Council File 92-0021) that requires all City departments to gather various information on contractors who conduct business with the City and all respondents to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

The following information is to be included in each proposal:

- a) The headquarters address of the firm and the total number of employees, regardless of work location;
- b) The percentage of the firm's total work force employed within the City and the percentage residing within the City; and,
- c) The address(es) of any branch office(s) located within the City and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.

### INSTRUCTIONS

All Respondents **MUST complete and submit** the enclosed City of Los Angeles Contractor Business Locations and Workforce Information Form and include in their response.

Responses submitted without a completed City of Los Angeles Contractor Business Locations and Workforce Information Form **WILL** be deemed non-responsive and disqualified from being considered.

## CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Landscape Structures Inc.

**I. Corporate or Main Office Information:**

601 7th Street S Delano, MN 5532 Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles
	850	0%	0%

\* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

**II. City of Los Angeles Branch Offices Information:**

Note: If there are no Los Angeles Branch offices, mark N/A on first line.

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles
NA - no branch office in City of LA	0	0%	0%

\* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

## SECTION I

### **NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

All construction contracts and non-construction contracts of \$25,000 or more with the City of Los Angeles shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. Effective July 1, 2016 the Non-Discrimination/Equal Employment Practices and Affirmative Action (ND/EEP and AA) provisions were amended to eliminate the need for contractors to complete affidavits on RAMPLA. By affixing its signature to a contract, the contractor agrees to adhere to the ND/EEP and AA for the duration of the contract. When a contractor signs the contract, they will also be acknowledging their responsibility to comply with both the ND/EEP and AA provisions.

Bidders/respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/Uploads/eec/NDEEOAAP%20Admin%20Code.pdf>

Additionally, Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

### **INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.

# CITY OF LOS ANGELES

## NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

### **I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause**

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

### **II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

- A.** During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B.** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for proposals/bids/submission of qualification packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual proposal/bid/submission of qualification is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded

for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.



**SECTION J**  
**CHILD CARE POLICIES**

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration **(must be signed in two [2] places)** may result in your response being deemed non-responsive.

**INSTRUCTIONS:**

1. Complete and sign the document in two (2) places.
2. Submit with the Response

## CHILD CARE POLICIES

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

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

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

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

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

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

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the “Child Care Declaration Statement” form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the “Declaration Form”.
- III. Definition of a Stated Child Care Policy – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
  - A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –  
Group care for children (may range from twelve [12] to three hundred [300] children), in a licensed setting such as a preschool or other center, which may serve infants,

toddlers, preschoolers or school-age children; the center receives funds, goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

- B. **EMPLOYER SUBSIDIZED CHILD CARE HOME(S)**  
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.
- C. **CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS** Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.
- D. **CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE** System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.
- E. **PAID PARENTAL LEAVE**  
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- F. **PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS** Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.
- G. **SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**  
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.
- H. **CHILD CARE REFERRAL SERVICES**  
A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).
- I. **PARENTING SEMINARS**  
Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.
- J. **COUNSELING OF A SELF-SUPPORTING CENTER**  
Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.
- K. **START-UP OF A SELF-SUPPORTING CENTER**  
Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs

associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

- L. **START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER**  
Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.
- M. **FLEXIBLE WORK HOURS**  
Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of “core” working hours during which an employee must be present at the work site.
- N. **FLEXIPLACE/WORK-AT-HOME**  
Company offers employees the option to work in their homes; may be available part- or full-time.
- O. **PERMANENT PART-TIME/JOB SHARING**  
Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.
- P. **WORK-AT-HOME FOLLOWING MATERNITY LEAVE**  
Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.
- Q. **UNPAID PARENTAL LEAVE**  
Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- R. **DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM**  
Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

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

# CITY OF LOS ANGELES

## VENDOR CHILD CARE POLICY PROGRAM

### CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Landscape Structures Inc.  
Business Name

763-972-3391  
Telephone No.

601 7th Street S; Delano, MN 55328  
Business Address

  
Signature

VP of Finance  
Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

**Part One** YES NO  
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?    
If YES, please attach a copy

**Part Two**    
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?  
If YES, please check which from(s) of assistance

Level I Assistance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subsidized company child care center	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Paid parental leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Level II Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Child care referral services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parenting seminars	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Counseling on work/family issues	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Start-up contributions to a "consortium center"	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Level III Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Flexible work hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Flex-place/work-at-home	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Work-at-home following maternity leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: (Describe) _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**I HAVE READ AND COMPLETED:**

 5/4/26  
(Date)

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator's Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space

Date Filed:	Expiration Date:
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# Benefits Summary—2026



*slr* landscape structures

aquatix  
by landscape structures

skyways  
by landscape structures

# WELCOME TO LANDSCAPE STRUCTURES!

We don't just design and manufacture playgrounds, splash pads and shade structures... we help shape kids' lives through play. Since 1971, we've been pushing the limits—of design, inclusion and play—to help kids realize there is no limit to what they can do today and in the future. For a better tomorrow, we play today.

## OUR MISSION

Landscape Structures enhances children's lives by fostering and creating inspiring play experiences while honoring the environment.

## OUR VALUES

**Relationships:** The foundation and core of our business

**Integrity:** Doing the right thing

**Commitment:** Doing what we say and delivering on our promise

**Innovation:** Creating the path to our future

**Team:** Consistency in purpose to accomplish common goals

**Passion:** High energy, enthusiasm and exceptional fun in all that we do



## EMPLOYEE OWNERSHIP

Since 2004, Landscape Structures has been employee-owned. This drives decisions, innovation and every aspect of our company culture. Under our employee stock ownership plan (ESOP), every employee has the opportunity to make Landscape Structures the most efficient, innovative and successful company. From designers to production, we implement great ideas from all areas of the company so that we deliver the best value to customers; most importantly, the fun to kids!

## WELLBEING

At Landscape Structures, we know that in order to be the leading playground manufacturer we need our employees to be happy, healthy and able to perform at their best. That's why we offer robust benefits and wellbeing resources to encourage and support our employees and their families on their wellbeing journey.

## ELIGIBILITY FOR INSURANCE PLANS

Eligibility for insurance plans begins on the first of the month following your full time (scheduled to work 30 or more hours per week) hire date.

*Eligible dependents generally include:*

- Your spouse or domestic partner (same-sex or opposite-sex)
- Your or your spouse/domestic partner's children younger than age 26
- Unmarried disabled children age 26 or older who meet certain criteria

## ENROLLMENT FOR INSURANCE PLANS

You have 30 days to enroll as a new or newly benefit-eligible employee. Please keep in mind that if you do not elect health insurance upon eligibility for you and your dependents, you will only be able to enter the plan during the annual open enrollment period (generally in November for the following year) or if you have a qualifying event as defined in the summary plan document.

## MEDICAL PLAN

Medical insurance is administered by UMR. [www.umar.com](http://www.umar.com)



Eligible participants have two medical plan choices:

- **PPO Plan**—Offers more predictable costs with copays for doctor visits and prescriptions. This plan provides flexibility to see any provider, with lower costs when you use in-network doctors.
- **High Deductible Health Plan (HDHP) with HSA**—Pairs a lower monthly premium with a higher deductible. You can use a Health Savings Account (HSA) to set aside pre-tax dollars for medical expenses now or in the future—your HSA balance is yours to keep year after year.

Both plans use the same network of providers, UnitedHealth Choice Plus and cover the same types of services. The main difference is how you pay for care and how you can save for future expenses.

MEDICAL PLAN OPTIONS WITH MONTHLY PREMIUMS				
Coverage Level	PPO Plan Wellness Premium	HDHP Plan w/ HSA* Wellness Premium	PPO Plan Standard Premium	HDHP Plan w/ HSA* Standard Premium
Employee	\$168.37	\$124.41	\$301.29	\$235.00
Employee + Child(ren)	\$378.18	\$294.98	\$615.22	\$479.87
Family	\$632.94	\$493.70	\$897.34	\$699.92

\* Those enrolled in the HDHP Plan will receive an employer contribution to an HSA and will have the option to make pre-tax contributions of their own as well.

HSA EMPLOYER CONTRIBUTION (for those enrolled in HDHP plan)	
Coverage Level	Employer Contribution Annually
Employee	\$500
Employee + Child(ren)	\$1,000
Family	\$1,000
<i>The employer contribution to the HSA will be made on a per pay period basis, prorated for months on the plan.</i>	

MEDICAL PLAN COVERAGE AT A GLANCE (See Summary of Benefits for Details)		
	PPO Plan	HDHP w/ HSA
Annual Deductible	\$750 Individual \$1,500 Family Inpatient Hospital Only	\$3,000 Individual \$6,000 Family Applies to most services
Coinsurance	25%	20% after deductible
Out-Of-Pocket Maximum (OPM)	\$3,000 Individual \$6,000 Family	\$4,000 Individual \$8,000 Family
Office Visits	\$10 copay \$0 with Kavira (MN)	20% after deductible \$0 with Kavira (MN)
Prescriptions	\$12/\$30/\$60 Copay \$0 through Kavira (MN)	20% after deductible \$0 through Kavira (MN) \$0 select list of preventive RX

## MEDICAL PLAN

### 2026 Summary of Benefits Medical Insurance – PPO Plan



MEDICAL INSURANCE PREMIUMS		
UnitedHealth – PPO Plan		
<i>Wellness Premium (monthly)</i>	<i>Standard Premium (monthly)</i>	
Employee \$168.37 Employee + Child(ren) \$378.18 Family \$632.94	Employee \$301.29 Employee + Child(ren) \$615.22 Family \$897.34	
SERVICES	WHAT YOU WILL PAY	
	IN-NETWORK	OUT-OF-NETWORK
Annual Deductible <i>(In-patient Hospital Only)</i>	\$750 Individual \$1,500 Family	\$1,000 Individual \$2,000 Family
Coinsurance	25%	40%
Out-of-Pocket Maximum (OPM)	\$3,000 Individual \$6,000 Family	\$4,250 Individual \$8,500 Family
Office Visit <i>(includes specialists)</i>	\$10 copay	40% coinsurance
Primary/Urgent Care Services with Kavira (MN) <a href="https://www.kavirahealth.com/services">https://www.kavirahealth.com/services</a> <a href="https://www.kavirahealth.com/labsandmeds">https://www.kavirahealth.com/labsandmeds</a>	\$0	N/A
Preventive/Routine Physical Exams & Screenings Preventive/Routine Eye Exam/Refraction <i>(once per calendar year)</i> Routine Prenatal Services/Breast Pumps Mental Health Services <i>(outpatient)</i> Chemical Dependency Counseling/Treatment <i>(outpatient)</i> Diabetic & Asthma Supplies Orthotics/Orthopedic Shoes Physical, Occupational & Speech Therapy	\$0	40% coinsurance
Non-Routine Prenatal Services, Delivery and Postnatal Care Independent Labs/Imaging Urgent Care <i>(if not billed as on office visit)</i> Emergency Services/Treatment and Ambulance Durable Medical Equipment Outpatient Hospital Procedures Prosthetics	25% coinsurance	40% coinsurance
Infertility Services <i>(IVF/IOI, pharmacy)</i>	25% coinsurance up to lifetime max of \$20,000	40% coinsurance up to lifetime max of \$20,000
Chiropractic <i>(Limited to 15 visits per year)</i> *No coverage for routine care*	\$10 copay	40% coinsurance
Inpatient Hospital	25% coinsurance after deductible	40% coinsurance after deductible
Teledoc Health	\$5 Copay	N/A
Retail RX • Generic • Formulary • Non-Formulary • OTC GERD & Allergy • Contraceptives for women • Over 350+ medications through Kavira (MN)	\$12 copay \$30 copay \$60 copay \$0 \$0 \$0	Not covered
Mail Order RX <i>(90 day supply)</i> • Generic • Formulary • Non-Formulary	\$24 copay \$60 copay \$120 copay	Not covered

To find an In-Network provider visit [www.UMR.com](http://www.UMR.com).

*This summary provides selected highlights of the medical insurance plan. Actual plan documents will prevail over any discrepancies in between this summary and the plan document.*

## MEDICAL PLAN

### 2026 Summary of Benefits Medical Insurance – HDHP w/ HSA



#### MEDICAL INSURANCE PREMIUMS

##### UnitedHealth – HDHP w/ HSA

##### Wellness Premium (monthly)

Employee \$124.41  
Employee + Child(ren) \$294.98  
Family \$493.70

##### Standard Premium (monthly)

Employee \$235.00  
Employee + Child(ren) \$479.87  
Family \$699.92

#### SERVICES

#### WHAT YOU WILL PAY

##### IN-NETWORK

##### OUT-OF-NETWORK

Health Savings Account (HSA) Annual Employer Contribution	\$500 Employee* \$1,000 Individual + Child(ren)* \$1,000 Family* <i>*prorated for months on the plan</i>	
Annual Deductible	\$3,000 Individual \$6,000 Family **	\$4,000 Individual \$8,000 Family **
Coinsurance	20% after deductible	40% after deductible
Out-of-Pocket Maximum (OPM)	\$4,000 Employee \$8,000 Family	\$6,000 Employee \$12,000 Family
Office Visit ( <i>includes specialists</i> )	20% after deductible	40% after deductible
Primary/Urgent Care Services with Kavira (MN) <a href="https://www.kavirahealth.com/services">https://www.kavirahealth.com/services</a> <a href="https://www.kavirahealth.com/labsandmeds">https://www.kavirahealth.com/labsandmeds</a>	\$0	N/A
Preventive/Routine Physical Exams & Screenings Preventive/Routine Eye Exam/Refraction ( <i>once per calendar year</i> ) Routine Prenatal Services/Breast Pumps Mental Health Services ( <i>TELEPHONIC/VIRTUAL ONLY</i> )	\$0	40% coinsurance after deductible
Non-Routine Prenatal Services, Delivery and Postnatal Care Independent Labs/Imaging Urgent Care Emergency Services/Treatment and Ambulance Durable Medical Equipment Outpatient Hospital Procedures Prosthetics Mental Health Services ( <i>in person</i> )	20% after deductible	40% coinsurance after deductible
Infertility Services ( <i>IVF/IOI, pharmacy</i> )	20% after deductible up to life-time max of \$20,000	40% coinsurance after deductible up to lifetime max of \$20,000
Chiropractic ( <i>Limited to 15 visits per year</i> ) <i>*No coverage for routine care*</i>	20% after deductible	40% coinsurance after deductible
Inpatient Hospital	20% after deductible	40% coinsurance after deductible
Teledoc Health	20% after deductible	N/A
Retail RX • Generic/Formulary/Non-Formulary • Preventive Rx List ( <i>selected list</i> ) • Over 350+ medications through Kavira (MN)	20% after deductible \$0 \$0	Not covered
Mail Order RX ( <i>90 day supply</i> ) • Generic • Formulary • Non-Formulary	20% after deductible	Not covered

To find an In-Network provider visit [www.umi.com](http://www.umi.com).

*\*\*There are IRS requirements for qualified HDHP plans, and due to this, the HDHP w/ HSA has a non-embedded deductible. For employee + child(ren) and family coverage tiers, the total family deductible must be met before the plan begins paying for most health care services for any covered family member. There is no separate individual deductible within the family deductible.*

*This summary provides selected highlights of the medical insurance plan. Actual plan documents will prevail over any discrepancies in between this summary and the plan document.*

# LANDSCAPE STRUCTURES WELLBEING PORTAL GUIDE

## Qualifying for the Wellness Premium for Medical Insurance

Landscape Structures encourages you to engage in your health! The first place to start is knowing the current state of your health by completing a wellness visit and a dental visit within your first 90 days of coverage and then annually by October 15th thereafter.

### THE WELLNESS VISIT INCLUDES:

- ✓ Consultation with a medical provider.
- ✓ Biometric screening including height, weight, and blood pressure measurement.
- ✓ Blood test for A1c and cholesterol.
- ✓ PHQ9 and GAD7 mental health assessments

### THE DENTAL VISIT INCLUDES:

- ✓ Oral exam
- ✓ Cleaning

*Note: Those with a full mouth of dentures are only required to complete the oral exam.*

By voluntarily participating in these two visits, you will be eligible to receive the wellness premium credit on your medical insurance premium. Those who do not meet these requirements will be defaulted to the standard premium.

*Note: Pregnant individuals or those who give birth during the plan year are not required to complete the Wellness Visit but are still required to complete the Dental Visit.*

**SCHEDULING YOUR VISITS:** Minnesota based employees are encouraged to complete their wellness visit onsite at LSI through Kavira. All others should schedule their wellness visit with their local physician. Dental visits should be scheduled with your dental office.

Follow the login instructions below to track the status of your visits, obtain/submit forms view your biometric results and access wellbeing resources.

### LOGIN INSTRUCTIONS

Using your computer or mobile device, go to  
<https://www.preventioncloud.com>

#### NEW USERS

##### Username:

FIRSTNAMELASTNAMEBirthyear  
(ex. JOHNSMITH1972)

##### Password:

Birthdate (MMDDYYYY)



**\*Employees & Spouses will have their own separate login.**



### ATTENTION SPOUSES:

To update or add your email address to your account you will need to log into Preventioncloud and click your name in the top right hand corner. Then, click "edit profile" and update your email address and save. This email address is what will be used to reset a password or confirm that a form has been received.

**Once logged in, you will be prompted to change your password.**

If you have questions about the portal, please email [support@preventioncloud.com](mailto:support@preventioncloud.com).  
If you have any other question, please contact [HumanResources@playlsi.com](mailto:HumanResources@playlsi.com).

 landscape  
structures





Kavira Health provides same-day primary and urgent care services through telehealth and home visits for Minnesota employees enrolled in Landscape Structures medical insurance. This benefit covers 100% of the costs, ensuring convenient healthcare without any out-of-pocket expenses.

Download the app  
KaviraHealth.com/Download  
Call or Text: 763.373.3856



Reach out to Kavira for your everyday health care needs.

# Health care, like it should be.

## Free Care

Employees (enrolled in LSI medical insurance) and their families receive unlimited free care.



### Mobile App

Secure, HIPAA-compliant messaging and video chats with expert providers.



### Rx Refills & Delivery

Prescription management and delivery.



### Virtual Care First

- ✓ Diagnose
- ✓ Prescribe
- ✓ Treatment
- ✓ Peace of Mind



### House Visits

When in-person care is needed, our clinicians come to you.

- ✓ In-Home Labs
- ✓ In-Home Exams
- ✓ In-Home X-Rays
- ✓ In-Home Acute Care





# Your partner for pain relief

With Hinge Health, you can get virtual physical therapy and more from real people who are dedicated to helping you feel your best.

## Specialized care, personalized for you

Reduce everyday joint and muscle aches. Recover from an injury. Relieve pelvic pain and discomfort.

- A care plan designed for your everyday activities and long-term goals — and to treat multiple areas of your body at once
- Access exercise therapy sessions you can do in as little as 15 minutes — anytime, anywhere with the Hinge Health app
- Get 1-on-1 support from a physical therapist or health coach to tailor your sessions as needed and help you reach your goals
- Access to Hinge Health Enso® a non-addictive, FDA-cleared wearable device to calm and soothe pain flare-ups in minutes



Scan the QR code or visit:

[hinge.health/landscapestructures-join](https://hinge.health/landscapestructures-join)



Please use the default camera on your device to scan the QR code, not a third-party application. If you are directed to a site other than the URL listed above, do not proceed.



A HINGE HEALTH EXCLUSIVE

### Meet Enso

The small device for pain relief on-the-go.

Hinge Health está disponible en español

Alivia los dolores articulares y musculares y previene las lesiones con tus beneficios de salud gratuitos.

Eligibility to receive Hinge Health Enso is based on the program you are placed in, fulfillment of clinical eligibility criteria, and completion of a qualifying number of exercise therapy sessions.

Eligibility: Full time employees at least 18 years of age.

## DENTAL PLAN

Dental insurance administered by  
Delta Dental of MN.  
[www.deltadentalmn.org](http://www.deltadentalmn.org)



Coverage Level	Dental Premium Monthly
Employee	\$21.38
Employee + Child(ren)	\$47.05
Family	\$57.52

### Dental Plan Coverage at a Glance *See Summary of Benefits Sheet for Details*

	Delta Dental PPO Network	Delta Dental Premier Network	Non-Participating
Deductible <i>(No deductible for diagnostic &amp; preventive services or orthodontics)</i>	None	Individual \$50 Family \$150	Individual \$50 Family \$150
Diagnostic & Preventive Services <i>(two cleanings allowed per calendar year)</i>	100% coverage	100% coverage	100% of maximum allowable fee
Full Mouth Debridement <i>(deep cleaning)</i>	100% coverage once per lifetime	100% coverage once per lifetime	100% of maximum allowable fee once per lifetime
Basic Services	80% coverage	80% coverage	80% of maximum allowable fee
Major Restorative Services	50% coverage	50% coverage	50% of maximum allowable fee
Orthodontics <i>(Children age 8 up to age 19)</i>	50% coverage up to lifetime max of \$1,000 per eligible child	50% coverage up to lifetime max of \$1,000 per eligible child	50% of maximum allowable fee up to lifetime max of \$1,000 per eligible child
Calendar Year Plan Maximum Coverage Per Person <i>(Includes preventive services such as cleanings)</i>	\$1,250	\$1,250	\$1,250

## VISION PLAN

Vision insurance is administered by EyeMed using the INSIGHT network. [www.eyemed.com](http://www.eyemed.com)



Coverage Level	Vision Premium Monthly
Employee	\$5.43
Family	\$13.83

### Vision Plan Coverage at a Glance *See Summary of Benefits Sheet for Details*

Vision Exams <i>(once every 12 months)</i> <i>Vision exams are also covered at 100% under our medical insurance plan.</i>	100% coverage
Frames <i>(once every 24 months)</i>	\$130 allowance; 80% of charge over \$130
Single Vision Lenses <i>(once every 12 months)</i>	\$25 Copay
Contact Lenses <i>(once every 12 months)</i>	
Conventional Lenses	\$130 allowance; 15% off balance over \$130
Disposable Lenses	\$130 allowance; plus balance over \$130

## FLEXIBLE SPENDING ACCOUNT (FSA)

Flexible Spending Account (FSA) plans are administered by Chard Snyder.  
[www.chard-snyder.com](http://www.chard-snyder.com)

Flexible Spending Accounts are voluntary benefit plans that offer you the option to set aside pretax money to pay for anticipated medical related or daycare expenses. For a full listing of eligible FSA expenses visit <https://fsastore.com/fsa-eligibility-list>.

Flexible Spending Account Plan	Annual Limit
Medical Care*	\$ 3,400
Dependent Care	\$7,500 per household

**\*You cannot contribute to an FSA Medical Care plan if you or your spouse are contributing to an HSA plan.**



**USE IT. DON'T LOSE IT.**  
*The money you contribution to your Flexible Spending Account must be used in the same plan year. You will forfeit the amount not used or claimed, so be sure to estimate your expenses carefully. There is no rollover feature for this plan.*

**KEEP YOUR RECEIPTS.**  
 Flex Plan participants are responsible for submitting payments/receipts according to plan rules.

## HEALTH SAVINGS ACCOUNT (HSA)

Health Savings Accounts are administered by Chard Snyder.  
[www.chard-snyder.com](http://www.chard-snyder.com)

A Health Savings Account (HSA) is a tax-advantaged savings account linked to a high-deductible health plan (HDHP) that helps you pay for qualified medical expenses. Funds contributed to an HSA are pre-tax, grow tax-free, and can be withdrawn tax-free for medical expenses, making it a “triple-tax advantaged” account. Unspent money rolls over each year, and the account is portable, meaning you keep it even if you leave the company.

Coverage	Employer Contribution	Total Contribution Limit <i>(includes employer &amp; employee contributions)</i>
Employee	\$500	\$4,400
Employee +Child(ren)	\$1,000	\$8,750
Family	\$1,000	\$8,750
Catch-up contribution (age 55+) is an additional \$1,000		



**You must be enrolled in the HDHP medical plan in order to participate.**

## FAMILY PLANNING

### Adoption & Surrogacy Benefit and Parental Leave Benefit

LSI recognizes that families are built in many ways. All full-time, regular employees are eligible for up to \$10,000 in adoption and surrogacy reimbursement benefits after one (1) year of employment. If an employee and their spouse both work at Landscape Structures Inc, the benefit can be split between employees, not to exceed \$10,000. The employee must be actively employed at the time any financial reimbursement is made.

### Parental Leave (outside of MN)

Parental Leave provides up to two weeks of paid leave following the birth/adoption of a child.

MN employees see MN Paid Family Medical Leave benefit.

## LIFE AND DISABILITY INSURANCE



BASIC LIFE INSURANCE																											
Coverage	1x your annual base salary up to a maximum of \$100,000																										
Cost to Employee	Nothing * Employees must pay taxes on the amount over \$50,000 which will show up on their check as GTL																										
Eligibility	Full time Regular employees working a minimum of 30 hours per week																										
Enrollment	Automatically enrolled – cannot opt out																										
VOLUNTARY LIFE INSURANCE																											
Coverage	<b>Employee:</b> minimum of \$1,000; maximum of \$300,000 or 5x annual base salary ( <i>whichever is lesser</i> ) <b>Spouse:</b> minimum of \$1,000; maximum of \$150,000 or 50% of the employee's coverage ( <i>whichever is lesser</i> ) <b>Children:</b> Either \$5,000 or \$10,000																										
Guaranteed Coverage (without answering medical questions)	<b>Employee:</b> \$150,000 <b>Spouse:</b> \$50,000 <b>Children:</b> 100% guaranteed																										
Cost	<table border="0"> <thead> <tr> <th>Children Under age 26</th> <th>Monthly cost per \$5,000</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$ .62</td> </tr> <tr> <th>Employee or Spouse Age</th> <th>Monthly Cost per \$1,000</th> </tr> <tr> <td>&lt;25-29</td> <td>\$.07</td> </tr> <tr> <td>30-34</td> <td>\$.09</td> </tr> <tr> <td>35-39</td> <td>\$.11</td> </tr> <tr> <td>40-44</td> <td>\$.17</td> </tr> <tr> <td>45-49</td> <td>\$.29</td> </tr> <tr> <td>50-54</td> <td>\$.48</td> </tr> <tr> <td>55-59</td> <td>\$.75</td> </tr> <tr> <td>60-64</td> <td>\$1.17</td> </tr> <tr> <td>65-69</td> <td>\$2.10</td> </tr> <tr> <td>70-75+</td> <td>\$3.76</td> </tr> </tbody> </table>	Children Under age 26	Monthly cost per \$5,000		\$ .62	Employee or Spouse Age	Monthly Cost per \$1,000	<25-29	\$.07	30-34	\$.09	35-39	\$.11	40-44	\$.17	45-49	\$.29	50-54	\$.48	55-59	\$.75	60-64	\$1.17	65-69	\$2.10	70-75+	\$3.76
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Enrollment	Optional. Must enroll within 30 days of eligibility otherwise evidence of insurability ( <i>medical questions</i> ) will be required.																										



## LIFE AND DISABILITY INSURANCE



### ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE (AD&D)

Coverage	Employee: minimum of \$1,000; maximum of \$300,000 or 5x annual base salary ( <i>whichever is lesser</i> )  Spouse: minimum of \$1,000; maximum of \$150,000 or 50% of the employee's coverage ( <i>whichever is lesser</i> )  Children: Either \$5,000 or \$10,000
Guaranteed Coverage	100% guaranteed. No medical questions required.
Cost	\$0.03 per \$1,000 in coverage per month
Eligibility	Full time Regular employees working a minimum of 30 hours per week
Enrollment	<i>Optional. Must enroll within 30 days of eligibility otherwise evidence of insurability (medical questions) will be required.</i>

### MN PAID FAMILY MEDICAL LEAVE

Coverage	Partial wage replacement based on your wages and the state's average wages.
Elimination Period	No unpaid waiting period. Job protection begins 90 calendar days from the date of hire.
Benefit Duration	Up to 12 weeks for medical leave; Up to 12 weeks for family leave; Max of 20 weeks of leave per benefit year.
Cost	Shared cost by employee ( <i>through payroll tax</i> ) and the company.
Eligibility	Full-time, part-time, temporary and most seasonal workers ( <i>if they work at least 50% of the time in MN and have earned 5.3% of states average annual wage in the last year</i> ).
Enrollment	Automatically enrolled – cannot opt out

### SHORT TERM DISABILITY (outside of MN)

Coverage	60% of your weekly salary to a max of \$10,000 per month
Elimination Period	90 days
Benefit Duration	As long as you are deemed disabled up to normal retirement age for Social Security.
Cost	100% company paid
Enrollment	Eligible employees will be automatically enrolled

### LONG TERM DISABILITY

Coverage	60% of your weekly salary to a max of \$10,000 per month
Elimination Period	90 days
Benefit Duration	As long as you are deemed disabled up to normal retirement age for Social Security.
Cost	100% company paid
Enrollment	Eligible employees will be automatically enrolled



## FINANCIAL PLANNING

We are pleased to partner with intellicents for our financial planning services. Advisors are available to meet with you for a variety of financial planning needs:

- Enrollment questions + assistance
- Investment advise + guidance
- One-on-One consultations
- Rollover assistance for IRAs + other retirement accounts
- General financial inquires + financial planning services



**intellicents**  
800.880.4015

## 401(k) RETIREMENT PLAN

<b>Eligibility</b>	First of the quarter following six months of employment* and 18 years of age <i>*Time worked as contract labor counts towards eligibility for this plan</i>														
<b>Company Match</b>	Landscape Structures will match \$.50 on the \$1.00 up to the first 8% of your contribution														
<b>Enrollment</b>	Upon eligibility, you will be automatically enrolled at 4% however you have the option to change that election or to opt out of participation.														
<b>Auto Escalation</b>	Your contribution will be automatically increased by 1% annually on July 1st until you reach 10%. You have the option to opt out of the auto escalation.														
<b>Contribution Options</b>	• Pre-tax                      • Roth														
<b>Rollover Options</b>	You are eligible to rollover funds from a qualified plan upon hire.														
<b>Vesting Schedule</b>	<table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th>Years of service</th> <th>Percent vested</th> </tr> </thead> <tbody> <tr> <td>Less than two</td> <td>0% vested</td> </tr> <tr> <td>2</td> <td>20% vested</td> </tr> <tr> <td>3</td> <td>40% vested</td> </tr> <tr> <td>4</td> <td>60% vested</td> </tr> <tr> <td>5</td> <td>80% vested</td> </tr> <tr> <td>6</td> <td>Fully vested (100%)</td> </tr> </tbody> </table>	Years of service	Percent vested	Less than two	0% vested	2	20% vested	3	40% vested	4	60% vested	5	80% vested	6	Fully vested (100%)
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*The 401(k) and ESOP plan are both accessible on one website!*

## EMPLOYEE STOCK OWNERSHIP PLAN (ESOP)

Since 2004, Landscape Structures has been an employee-owned company by giving eligible employees a share of ownership and a vested interest in the success of the company. Shares are allocated on an annual basis.

<b>Eligibility</b>	First of the quarter following one year of employment* and 18 years of age <i>*Time worked as contract labor counts towards eligibility for this plan</i>														
<b>Allocation</b>	$\frac{\text{Total annual compensation}}{\text{Total \# of shares for the employee}} \times \text{total payroll} = \text{\# of shares available}$														
<b>Timeline</b>	Close financials in February → Complete financial audit → Complete valuation → Stock price is determined → Statements issued → Allocation is made on December 31 <sup>st</sup>														
<b>Vesting Schedule</b>	<p>Like money that Landscape Structures contributes to your 401(k) plan, you do not have full claim on the shares in your ESOP account until you are 100 percent vested. You will be completely vested after six years of active employment. The chart below shows the vesting schedule that applies to the ESOP.</p> <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th>Years of service from January 1, 2004</th> <th>Percent vested in the ESOP</th> </tr> </thead> <tbody> <tr> <td>Less than two</td> <td>0% vested</td> </tr> <tr> <td>2</td> <td>20% vested</td> </tr> <tr> <td>3</td> <td>40% vested</td> </tr> <tr> <td>4</td> <td>60% vested</td> </tr> <tr> <td>5</td> <td>80% vested</td> </tr> <tr> <td>6</td> <td>Fully vested (100%)</td> </tr> </tbody> </table> <p style="text-align: center;">Employee-owners receive the vested portion of their accounts when they leave the company (through retirement, termination, etc.). These distributions may be made in a lump sum or in installments over a period of years. Please see the plan document for further details.</p>	Years of service from January 1, 2004	Percent vested in the ESOP	Less than two	0% vested	2	20% vested	3	40% vested	4	60% vested	5	80% vested	6	Fully vested (100%)
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## INCENTIVE COMPENSATION

### PROFIT SHARING (ALL DIVISIONS)

Landscape Structures will share a percentage of its pre-tax profits from the calendar year to a pool of dollars that will be distributed amongst eligible employees in accordance with the terms of this Profit Sharing Plan. All employees across all divisions will be eligible to participate in the profit sharing plan on the first business day of the quarter that begins after their first day of employment. Employees hired on the first business day of the quarter will be eligible immediately. Additionally, an employee must be actively employed on the last business day of a quarter to be eligible for any payout for that quarter and on the last business day of the calendar year to be eligible for any year-end payout. *Please see the profit sharing plan document for more information.*

### MANUFACTURING DEPARTMENT SHARE BONUS (PLAY DIVISION)

Non-exempt (hourly) Play division manufacturing may be eligible to participate in the Department Share bonus program which provides the potential for a 5% monthly bonus for eligible employees on their eligible earnings. Employees become eligible for this program on the first business day of the month following their hire date. Employees hired on the first business day of the month will be eligible immediately. Employees must be employed on the last business day of the month to be eligible for payout. *Please see the Manufacturing Department Share Bonus Program document for more information.*

### PERFORMANCE BONUS (AQUATIX DIVISION)

All Aquatix division employees are eligible to participate in a performance bonus which provides the potential for a 5% quarterly bonus for eligible employees on their eligible earnings. Employees become eligible for this program on the first business day of the quarter following their hire date. Employees hired on the first business day of the quarter will be eligible immediately. Employees must be employed on the last business day of the month to be eligible for payout. *Please see the Aquatix Performance Bonus document for more information.*

### PERFORMANCE BONUS (SKYWAYS DIVISION)

All SkyWays division employees are eligible to participate in a performance bonus which provides the potential for a 5% monthly bonus for eligible employees on their eligible earnings. Employees become eligible for this program on the first business day of the month following their hire date. Employees hired on the first business day of the month will be eligible immediately. Employees must be employed on the last business day of the month to be eligible for payout. *Please see the SkyWays Performance Bonus document for more information.*

## PAID TIME OFF (PTO)/VACATION

PTO/Vacation accrual is based on your employment status as well as your length of service. Accruals are awarded on the first day of the pay period following your hire date/service anniversary.

### PTO/Vacation Accrual Schedule—Full-time Regular Employees

Years of Service	Per Pay Period	Per Year	Cap Per Year
Start of employment	4.62 hours	120 hours	200 hours
5 year anniversary	6.16 hours	160 hours	200 hours
10 year anniversary	6.77 hours	176 hours	200 hours
15 year anniversary and beyond	7.70 hours	200 hours	200 hours

*Note: Full-Time, Regular employees working less than 40 hours a week will receive a prorated accrual.*

### Volunteer Time Off—Full-time Regular Employees

One day/occurrence pre-planned time off per year to volunteer for a charitable or non-profit organization. Requests submitted must include the name of the organization; volunteer work that will be performed; hours of service.

## HOLIDAYS

Landscape Structures observes the following paid holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the day after
- Christmas Eve and Christmas Day

## TUITION REIMBURSEMENT

Employees who have completed one year of service in a full time classification are eligible to apply for tuition reimbursement. A qualified reimbursement of \$3,000 per calendar year for a "C" or better grade is available upon approval from your supervisor and Human Resources. *Please see plan outline for more details.*

## SAFETY SHOES AND SAFETY EYEWEAR

Manufacturing employees are required to wear safety shoes and safety glasses while working on the manufacturing floor. Landscape structures provides non-prescription safety glasses free of charge. Full-time regular manufacturing employees receive an allowance for safety shoes and prescription eyewear. Must be employed for 90 days before you are eligible for reimbursement (time spent as a contractor will count towards the 90 days).

Safety Shoes	\$150 allowance per year or \$250 every two years.
Prescription Safety Eyewear	Once every two years ( <i>must be purchased through company selected vendor</i> )

## EMPLOYEE ASSISTANCE PROGRAM

Employee assistance services are offered through UNUM.



### Help, when you need it most

With your Employee Assistance Program and work-life balance services, confidential assistance is as close as your phone or computer.



 **Employee Assistance Program (EAP)**

Your EAP is designed to help you lead a happier and more productive life at home and at work. Call for confidential access to a Licensed Professional Counselor\* who can help you.

**A Licensed Professional Counselor can help you with:**

- Stress, depression, anxiety
- Relationship issues, divorce
- Anger, grief, loss
- Job stress, work conflicts
- Family, parenting problems
- And more

**Who is covered?**

EAP services are available to all eligible partners and employees, their spouses or domestic partners, dependent children, parents and parents-in-law.

**Always by your side**

- Expert support 24/7
- Convenient website
- Short-term help
- Referrals for additional care
- Monthly webinars
- Medical Bill Saver<sup>1</sup> — helps you save on medical bills

**Help is easy to access:**

Phone support: 1-800-854-1446

Online support: [unum.com/lifebalance](http://unum.com/lifebalance)

In-person: You can get up to three visits available at no additional cost to you with a Licensed Professional Counselor. Your counselor may refer you to resources in your community for ongoing support.

 **Work-life balance**

You can also reach out to a specialist for help with balancing work and life issues. Just call and one of our work-life Specialists can answer your questions and help you find resources in your community.

**Ask our work-life Specialists about:**

- Child care
- Elder care
- Financial services, debt management, credit report issues
- Identity theft
- Legal questions\*\*
- Even reducing your medical/dental bills
- And more

 **Better benefits at work.™**

[unum.com](http://unum.com)

\*The counselors must abide by federal regulations regarding duty to warn of harm to self or others. In these instances, the consultant may be mandated to report a situation to the appropriate authority.

\*\*State mandated limitations apply for work-life balance employee assistance program services in WA.

Work-life balance employee assistance programs may not be available in New York. Other state-specific restrictions may apply based on the product offering.

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EN-2058-4 FOR EMPLOYEES (5-25)

The Employee Assistance Program and Work/Life Balance services, provided by HealthAdvocate, are available with select Unum insurance offerings. Terms and availability of service are subject to change. Service provider does not provide legal advice; please consult your attorney for guidance. Services are not valid after coverage terminates. Please contact your Unum representative for details.

Insurance products are underwritten by the subsidiaries of Unum Group.

## OWN IT!

We know that in order to be the leading design and manufacturing company of playgrounds, splash pads and shade structures, we need to start with our employees. Contrary to what many people believe, wellbeing isn't just about being happy and physically fit. Wellbeing is a combination of a holistic approach that supports your growth and development, mental health, physical health, financial wellbeing, personal safety, and health care. These six areas are interconnected, and we know it is hard to thrive in all of them. That's why we created *Own It!* Our goal is to help support you in your wellbeing with creative and abundant benefits and opportunities.

### Wellbeing Partners

- Tammy Giffit, Life Coach: [tgiffit@comcast.net](mailto:tgiffit@comcast.net); 612.210.8936
- Jamie Jordan, Kavira Onsite Nurse; [OnsiteNurse@playlsi.com](mailto:OnsiteNurse@playlsi.com); 612.246.0869

### Convenient, Free Mental Health Support when AND where you need it.

LSI is happy to partner with Solace Counseling Associates Inc. to provide onsite (at LSI) and telephone mental health counseling free of charge to our employees. This benefit offers up to 10 company paid sessions to employees and contractors with Landscape Structures in Minnesota, regardless of their health care status or coverage.

### We are currently working with the following Solace providers to offer this benefit:

- Bridget Johnshoy Narum, M.A., LPPC (*601 building and telephonic*)
- Mike Friesen, M.A., LPPC (*601 building and telephonic*)
- Brett Nikula, LMFT (*601 building and telephonic*)
- Janell Riley, M.A., LPPC (*telephonic only*)

Ready to start the conversation? Call Solace at 763-233-6800 and mention the "LSI wellbeing visit" when registering. You may also schedule your visit through HR.

For those employees who are on our medical plan may continue counseling after their 10 session, or start counseling offsite or telephonically with 100% coverage through their insurance.








**Solace**  
Counseling Associates

ADDITIONAL BENEFITS



# Choose From 12,700+ Gyms for \$28/mo.<sup>1</sup>

\$0 enrollment fee with code: FITNESSGOALS<sup>2</sup>

-  Plus 9,400+ additional premium exercise studios at 20% - 70% off retail<sup>1</sup>
-  Bundle and save. Get \$5 off each additional gym you join.<sup>3</sup>
-  No long-term contracts. Easily sign up, switch gyms, or cancel online with no fees or penalties.
-  Connect 1-on-1 with a personal well-being coach for motivation in nutrition, stress management, sleep, and more at no additional cost.
-  Create a free account to get instant access to 14,000+ on-demand workout videos!



<b>Standard</b> Fitness Network							+ More
<b>Premium</b> Fitness Network							+ More

Get Started: <https://playlsi.learnyourbenefits.com>

<sup>1</sup>Plus applicable enrollment fees and taxes. Costs for premium exercise studios exceed \$28/mo. plus applicable enrollment fees and taxes. Fees vary based on premium exercise studios selected.  
<sup>2</sup>\$28 enrollment fees waived for standard and premium gyms 3/1/25 12:01 a.m. - 5/31/25 11:59 pm. PT.  
<sup>3</sup>Members may purchase multiple standard and premium gym memberships with a \$5 discount off the monthly fee for each membership purchased after their first.  
M966-249U 02/25 © 2025 American Specialty Health Incorporated (ASH). All rights reserved. The Active&Fit Direct™ program is provided by American Specialty Health Fitness, Inc., a subsidiary of ASH. Active&Fit Direct and the Active&Fit Direct logos are trademarks of ASH. Other names or logos may be trademarks of their respective owners. Standard fitness center and premium studio participation varies by location and is subject to change. Other restrictions may apply based on the location of your selected fitness center. Some large chains may not offer access to multiple locations with their brand. Some fitness centers do not participate in the Active&Fit Direct network for all Program Sponsors. ASH reserves the right to modify any aspect of the Program (including, without limitation, the Enrollment Fee(s), the Monthly Fee(s), any future Annual Maintenance fees, and/or the Introductory Period) at any time per the terms and conditions. If we modify a fee or make a material change to the Program, we will provide you with no less than 30 days' notice prior to the effective date of the change. We may discontinue the Program at any time upon advance written notice.



## ADDITIONAL BENEFITS



# Tiger Activity Center

**Delano's Premier Fitness and Family Recreation Facility for all Ages**

700 Elm Ave - Delano, MN 55328

Phone: 763-972-7605

[tac@delanoschools.org](mailto:tac@delanoschools.org)

### Amenities

- Indoor Walking Track
- Circuit Training Room
- Weight Room
- Swimming Pool
- Multi-Use Courts

### Special Offerings

- Fitness Classes\*
- Recreation Opportunities
- Lap Swim & Open Swim\*
- Water Aerobics\*
- American Red Cross Swim Lessons
- Special Events
- Birthday Party & Private Event Rental

### Tiger Activity Center School Year Hours

Monday ... 5:00 AM - 9:00 PM  
Tuesday ... 5:00 AM - 9:00 PM  
Wednesday ... 5:00 AM - 9:00 PM  
Thursday ... 5:00 AM - 9:00 PM  
Friday ... 5:00 AM - 9:00 PM  
Saturday ... 7:00 AM - 7:00 PM  
Sunday ... 12:00 PM - 8:00 PM

*(Hours may change during holiday's or special events. Changes are posted at the TAC.)*

Landscape Structures employees have access to a **FREE** membership to the TAC.  
You can enroll in a family membership at a discounted rate.

To start your membership, visit <https://delanotac.recdesk.com/Community/Membership>

#### Landscape Employee Membership

Period  
Open (Ongoing)

Duration  
1 year(s)

Gym Memberships

Enroll

#### Landscape Structures Family Yearly membership

Period  
Open (Ongoing)

Duration  
1 year(s)

Gym Memberships

Enroll

## ADDITIONAL BENEFITS



# YOUR Money When YOU Need it!

rapid! OnDemand is a voluntary benefit available as part of your employment.

### How to Get Started

**Opt-In** - Scan this QR Code to complete the enrollment form or e-mail [HumanResources@playlsi.com](mailto:HumanResources@playlsi.com)



**Download** - The free mobile app rapid!PAY<sup>1</sup> and connect your debit card<sup>2</sup>.

**Register** - A temporary password will be sent to your email or cell phone you entered during the opt-in process to complete your profile and setup your password.

**Access** - Your available earned wages calculated from payroll and hours worked.

<sup>1</sup> While rapid! does not charge for this feature and service, message and data rates may apply

<sup>2</sup> Visa debit card, Debit Mastercard, rapid! PayCard

Fees and Terms Apply. Please refer to the OnDemand Accrued Wage Access Disclosure for more information.

Apple, the Apple logo, and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc.

Google, Android and Google Play are trademarks of Google Inc., registered in the U.S. and other countries.



### Download our Easy to Use App



1 | **Download** and login.



2 | **Choose** payout method.



3 | **Transfer** available earned wages to your payout method of choice.



4 | **Review** transfer details.



5 | **Receive** confirmation that transfer was made.



Download our new mobile app - rapid!PAY



Have Questions? Call our Customer Support line: 844.846.0285

## CONTACT INFORMATION

This chart provides a list of our benefit partners, the plans they administer and their contact information.

BENEFIT PARTNER	BENEFIT PLAN	PHONE	WEBSITE/MOBILE APP
UMR	Medical Insurance	800.826.9781	www.UMR.com UMR Health
Kavira	Primary & Urgent Care	763.373.3856	www.kavirahealth.com Kavira Health
Delta Dental	Dental Insurance	651.406.5901	www.deltadentalmn.org Delta Dental
Eyemed	Vision Insurance	866.800.5457	Eyemed.com Eyemed
Unum	Life/Disability Insurance and MN PFML	866.868.6737	unum.com/claims; MYUnum
Unum	Employee Assistance Program	800.854.1446	unum.com/lifebalance
Chard-Snyder	Flexible Spending Accounts Healthcare Savings Accounts	800.982.7715	Chard-snyder.com Chard Snyder Mobile
Principal	401(k) & ESOP Retirement Plans	800.986.3343	Principal.com Principal
Intelligents	Financial Advisors	800.880.4015	Intelligents.com
Prevention Cloud	Wellbeing Portal	877.506.5885	www.preventioncloud.com
ADP	Payroll & Benefits	N/A	workforcenow.adp.com ADP Mobile Solutions

This benefit summary provides selected highlights of the Landscape Structures Inc benefits program. It is not a legal document and shall not be construed as a guarantee of benefits nor of continued employment at the company. All benefit plans are governed by the master policies, contracts and plan documents. Any discrepancies between any information provided through this summary and the actual terms of such policies, contracts and plan documents shall be governed by the terms of such policies, contracts and plan documents. Landscape Structures Inc reserves the right to amend, suspend or terminate any benefit plan, in whole or in part, at any time. The authority to make such changes rests with the Plan Administrator.



Landscape Structures Inc.  
601 7th St. South, Delano, MN 55328  
763.972.5200 • 888.438.6574  
playlsi.com



**SECTION K**  
**IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposal/bid/submission of qualification for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit”.

For more information, proposers can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at

<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>

**INSTRUCTIONS:**

1. Complete and sign the document (either certifying compliance, or requesting exemption).
2. Submit with the Response.

# IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposal/bid/submission of qualification for, or entering in to or renewing contracts with public entities for goods and services of One Million Dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of Twenty Million Dollars (\$20,000,000.00) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to constructor maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50U.S.C. § 1701) that extends Twenty Million Dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of Two Hundred Fifty Thousand Dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three- (3) year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE (1)** of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending Twenty Million Dollars (\$20,000,000.00) or more in credit to another person or vendor, for forty-five (45) days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> <b>Landscape Structures Inc.</b>		<i>BTRC(orn/a)</i> <b>NA</b>
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> <b>Brant Dennis, VP of Finance</b>		
<i>Date Executed</i> <b>5/4/26</b>	<i>City Approval(Signature)</i>	<i>(Print Name)</i>

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal/bid/submission of qualification for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

## **SECTION L**

### **AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION**

All Respondents receiving an award under this RFQ, RFB, RFP, RFI must fill out the Certification Regarding Compliance with the Americans with Disabilities Act (ADA) and submit it to the City of Los Angeles Department of Recreation and Parks (RAP) Board of Commissioners (Board).

#### **INSTRUCTIONS:**

Complete and submit the ADA Certification form to the Board with your Response to this RFQ, RFB, RFP, RFI. The agreement number will be added to conform to the contract once fully executed.

**CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: Landscape Structures Inc.

Brant Dennis, VP of Finance

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

**SECTION M**  
**OUT-OF-STATE BIDDERS**

## OUT-OF-STATE BIDDERS

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: SC OHA 30655800

If Bidder has no permit number, check box below and sign.

No Permit Number: [ ] \_\_\_\_\_

Signature:  \_\_\_\_\_

Date: 5/4/26

**SECTION N**

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET/  
GOVERNMENTAL PROJECT SHEET**

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET**  
**CONTRACTOR MUST USE THIS FORM**

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

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Name of Employee Elaine Harkess Title Contract Administrator  
Years Experience 29 Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information Provides contract review and administrative support

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Name of Employee Dwayne Ganzel Title Installation Services Manager  
Years Experience 30+ Current Licenses and/or Certifications CA License 840892 RME  
Other Pertinent Information Past 11 years has been responsible for the Landscape Structures Installation Department and managing the Certified Installer Program. Dwayne also has over 23 years in the construction industry overseeing permitting, construction, and directing subcontractor work.

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Name of Employee Scott Anderson Title President/RecWest OutdoorProducts/Project Manager  
Years Experience 11 Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information RecWest has worked closely with City of Los Angeles Recreation and Parks and Bureau of Engineering for thirty-four years. The company has overseen design and installation of over 125 playgrounds for the City of Los Angeles RAP. Founded in 1992 we have designed and/or provided play equipment, site furnishings, shade structures & splash pads for over 2,000 parks in Los Angeles, Ventura, Santa Barbara, San Luis Obispo and Kern Counties.

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

## CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

### CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

---

Name of Project Barney Schwartz Park  
Location of Project 2970 Union Rd, Paso Robles, CA 93446  
Project Description Provide Nature-Themed Playground with Integrated Shade  
Amount of the Contract \$1325,584.56 Duration in Months 6 months  
Awarding Agency City of Paso Robles  
Awarding Agency Address 600 Nickerson Dr  
City Paso Robles State CA Zip Code 93446  
Awarding Agency Telephone Number (Include Area Code) 805-237-3861  
Awarding Agency Project Liaison Dwayne Brown  
Project Liaison Telephone Number (Include Area Code) 805-237-3873

---

Name of Project Arroyo Verde Inclusive Playground  
Location of Project 500 Foothill Rd, Ventura, CA 93003  
Project Description New Custom Nature/Farming/Fort Themed Inclusive Playground  
Amount of the Contract \$294,969.89 Duration in Months 3 months  
Awarding Agency City of Ventura  
Awarding Agency Address 501 Poli Stree  
City Ventura State CA Zip Code 93001  
Awarding Agency Telephone Number (Include Area Code) 805-658-4719  
Awarding Agency Project Liaison Stacey Zarazua  
Project Liaison Telephone Number (Include Area Code) 805-658-4726

---

Name of Project Primrose Park Playground  
Location of Project 5940 Primrose Ave, Temple City, CA 91780  
Project Description Provide Custom Flower Themed Playground and Shade Equipment  
Amount of the Contract \$272,902.64 Duration in Months 4 months  
Awarding Agency City of Temple City  
Awarding Agency Address 10144 Bogue Street  
City Temple City State CA Zip Code 91780  
Awarding Agency Telephone Number (Include Area Code) 626.285.2171  
Awarding Agency Project Liaison Adam Matsumoto  
Project Liaison Telephone Number (Include Area Code) 626.285.2171

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Please print additional pages if required

## CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

### CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

---

Name of Project Live Oak Park Playground

Location of Project 10144 Bogue Street Temple City, CA 91780

Project Description Provide Custom Space/Rocket Themed Playground and Shade Equipment

Amount of the Contract \$1,302,541.89 Duration in Months 8 months

Awarding Agency City of Temple City

Awarding Agency Address 10144 Bogue Street

City Temple City State CA Zip Code 91780

Awarding Agency Telephone Number (Include Area Code) 626.285.2171

Awarding Agency Project Liaison Adam Matsumoto

Project Liaison Telephone Number (Include Area Code) 626.285.2171

---

Name of Project Lookout Park Playground

Location of Project 2297 Finney St Summerland, CA 93067

Project Description New Custom Ocean-Themed Playground Equipment and Rubberized Surfacing

Amount of the Contract \$319,214.48 Duration in Months 3 months

Awarding Agency County of Santa Barbara

Awarding Agency Address 123 E. ANAPAMU ST. 2ND FLOOR

City Santa Barbara State CA Zip Code 93101

Awarding Agency Telephone Number (Include Area Code) 805-681-5651

Awarding Agency Project Liaison Lloyd Henning

Project Liaison Telephone Number (Include Area Code) 805-969-1720

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Name of Project Lincoln Heights Recreation Center Playground

Location of Project 2303 Workman St, Lincoln Heights, CA 90031

Project Description Provide & Install Custom Dia De Los Muertos Playground & Surfacing

Amount of the Contract \$584,042.63 Duration in Months 4 months

Awarding Agency City of Los Angeles

Awarding Agency Address 221 North Figueroa Street, Room 350

City Los Angeles State CA Zip Code 90012

Awarding Agency Telephone Number (Include Area Code) (213) 202-2700

Awarding Agency Project Liaison Ramon Barajas

Project Liaison Telephone Number (Include Area Code) 323-867-6962

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Please print additional pages if required

## CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

### CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

---

Name of Project West Creek Park Inclusive Play Area

Location of Project 24247 Village Cir Dr, Valencia, CA 91354

Project Description Playground Expansion Construction & Installation of New Equipment

Amount of the Contract \$1,583,129.80 Duration in Months 10 months

Awarding Agency City of Santa Clarita

Awarding Agency Address 23920 Valencia Blvd, Suite 120

City Santa Clarita State CA Zip Code 91355

Awarding Agency Telephone Number (Include Area Code) (661) 294-2520

Awarding Agency Project Liaison Jackie Lillio

Project Liaison Telephone Number (Include Area Code) (661) 286-4131

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Name of Project Farnsworth Park

Location of Project 568 Mount Curve Ave E, Altadena, CA 91001

Project Description Supply and Installation of New Playground Equipment

Amount of the Contract \$457,223.50 Duration in Months 5 months

Awarding Agency Los Angeles County Capital Projects

Awarding Agency Address 1000 S Fremont Ave, Unit 40, A-9 W Bldg, 2nd Fl, Rm 206

City Alhambra State CA Zip Code 91803

Awarding Agency Telephone Number (Include Area Code) (626) 458-3173

Awarding Agency Project Liaison Dore Burry

Project Liaison Telephone Number (Include Area Code) (626) 238-8274

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Name of Project Lincoln Park

Location of Project 101 Pacific Ave, Long Beach, CA 90802

Project Description New Playground Equipment

Amount of the Contract \$129,812 Duration in Months 7 months

Awarding Agency Clark Construction Group California, LP (for City of Long Beach)

Awarding Agency Address 18201 Von Karman Avenue, Suite 800

City Irvine State CA Zip Code 92612

Awarding Agency Telephone Number (Include Area Code) (714) 429-9779

Awarding Agency Project Liaison Suzanna Shakya

Project Liaison Telephone Number (Include Area Code) (562) 505-5275

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Please print additional pages if required

## CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

### CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

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Name of Project Ramon Garcia Recreation Center - Playground Purchase and Installation  
Location of Project 1016 South Fresno Street, Los Angeles, CA 90023  
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work  
Amount of the Contract \$510,294.48 Duration in Months 2 months  
Awarding Agency City of Los Angeles Dept of Recreation and Parks  
Awarding Agency Address 221 N Figueroa Street, Ste 350  
City Los Angeles State CA Zip Code 90012  
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633  
Awarding Agency Project Liaison Chris Atencio, Project Manager  
Project Liaison Telephone Number (Include Area Code) (213) 202-2649

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Name of Project Banning Child Care - Playground Replacement  
Location of Project 1331 N. Eubank Avenue, Wilmington, CA 90744  
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work  
Amount of the Contract \$543,578.44 Duration in Months 2 months  
Awarding Agency City of Los Angeles Dept of Recreation and Parks  
Awarding Agency Address 221 N Figueroa Street, Ste 350  
City Los Angeles State CA Zip Code 90012  
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633  
Awarding Agency Project Liaison Chris Atencio, Project Manager  
Project Liaison Telephone Number (Include Area Code) (213) 202-2649

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Name of Project Branford Child Care - Playground Purchase and Installation  
Location of Project 13310 W. Branford Street, Arleta, CA 91331  
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work  
Amount of the Contract \$323,927.48 Duration in Months 3 months  
Awarding Agency City of Los Angeles Dept of Recreation and Parks  
Awarding Agency Address 221 N Figueroa Street, Ste 350  
City Los Angeles State CA Zip Code 90012  
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633  
Awarding Agency Project Liaison Chris Atencio, Project Manager  
Project Liaison Telephone Number (Include Area Code) (213) 202-2649

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Please print additional pages if required

## CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

### CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

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Name of Project Evergreen Child Care - Playground Replacement  
Location of Project 2839 East 4th Street, Los Angeles, CA 90033  
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work  
Amount of the Contract \$127,447.04 Duration in Months 4 months  
Awarding Agency City of Los Angeles Dept of Recreation and Parks  
Awarding Agency Address 221 N Figueroa Street, Ste 350  
City Los Angeles State CA Zip Code 90012  
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633  
Awarding Agency Project Liaison Chris Atencio, Project Manager  
Project Liaison Telephone Number (Include Area Code) (213) 202-2649

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Name of Project West Creek Park Inclusive Play Area – Project P4023  
Location of Project 24111 Village Circle, Santa Clarita, CA 91354  
Project Description Design and construction of new inclusive play area; includes supply and installation of playground equipment, surfacing and related services  
Amount of the Contract \$1,500,000 Duration in Months 10 months  
Awarding Agency City of Santa Clarita  
Awarding Agency Address 23920 Valencia Blvd., Ste 120  
City Santa Clarita State CA Zip Code 91355  
Awarding Agency Telephone Number (Include Area Code) 661-255-4936  
Awarding Agency Project Liaison Jackie Lillio  
Project Liaison Telephone Number (Include Area Code) 661-286-4131

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Name of Project Marine Park Playground Safety Upgrades Project (SP2642)  
Location of Project 1406 Marine St, Santa Monica, CA 90405  
Project Description Design and construction of the City of Santa Monica Marine Park Playground  
Amount of the Contract \$1,205,380 Duration in Months 10 months  
Awarding Agency City of Santa Monica  
Awarding Agency Address 1685 Main Street  
City Santa Monica State CA Zip Code 90401  
Awarding Agency Telephone Number (Include Area Code) 310-458-2205 (8728)  
Awarding Agency Project Liaison Linda Cogswell, Project Manager  
Project Liaison Telephone Number (Include Area Code) 310-429-6491

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Please print additional pages if required

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Name of Project Aiden's Place - Playground Equipment  
Location of Project 1350 South Sepulveda Boulevard, Los Angeles, CA 90025  
Project Description Playground Equipment - Inclusion Matters by Shane's Inspiration Inclusive Playground  
Amount of the Contract \$643,440.49 Duration in Months 4 months  
Awarding Agency City of Los Angeles Dept of Recreation and Parks  
Awarding Agency Address 221 N Figueroa Street, Ste 350  
City Los Angeles State CA Zip Code 90012  
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633  
Awarding Agency Project Liaison Craig Raines, Project Manager  
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

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Name of Project Alavarado Terrace Park - Play Equipment and Surfacing  
Location of Project Malvern Avenue & Alvarado Terrace, Los Angeles, CA 90006  
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work  
Amount of the Contract \$397,996.47 Duration in Months 2.5 months  
Awarding Agency City of Los Angeles Dept of Recreation and Parks  
Awarding Agency Address 221 N Figueroa Street, Ste 350  
City Los Angeles State CA Zip Code 90012  
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633  
Awarding Agency Project Liaison Craig Raines, Project Manager  
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

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Name of Project Lemon Grove Recreation Center - Playground Replacement  
Location of Project 4959 Lemon Grove Avenue, Los Angeles, CA 90029  
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work  
Amount of the Contract \$303,625.84 Duration in Months 1 month  
Awarding Agency City of Los Angeles Dept of Recreation and Parks  
Awarding Agency Address 221 N Figueroa Street, Ste 350  
City Los Angeles State CA Zip Code 90012  
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633  
Awarding Agency Project Liaison Craig Raines, Project Manager  
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

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**Please print additional pages if required**

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Name of Project Palms Recreation Center - Play Area Replacement  
Location of Project 2950 Overland Avenue, Los Angeles, CA 90064  
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work  
Amount of the Contract \$337,725.53 Duration in Months 2 months  
Awarding Agency City of Los Angeles Dept of Recreation and Parks  
Awarding Agency Address 221 N Figueroa Street, Ste 350  
City Los Angeles State CA Zip Code 90012  
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633  
Awarding Agency Project Liaison Craig Raines, Project Manager  
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

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Name of Project Sycamore Grove - Play Area Replacement  
Location of Project 4702 North Figueroa Street, Los Angeles, CA 90042  
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work  
Amount of the Contract \$383,471.28 Duration in Months 3 months  
Awarding Agency City of Los Angeles Dept of Recreation and Parks  
Awarding Agency Address 221 N Figueroa Street, Ste 350  
City Los Angeles State CA Zip Code 90012  
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633  
Awarding Agency Project Liaison Craig Raines, Project Manager  
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

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Name of Project Venice Beach Rose Avenue - Play Area Replacement  
Location of Project Venice Boardwalk at Rose Avenue, Los Angeles, CA 90291  
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work  
Amount of the Contract \$387,193.50 Duration in Months 3 months  
Awarding Agency City of Los Angeles Dept of Recreation and Parks  
Awarding Agency Address 221 N Figueroa Street, Ste 350  
City Los Angeles State CA Zip Code 90012  
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633  
Awarding Agency Project Liaison Craig Raines, Project Manager  
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

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**Please print additional pages if required**

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Name of Project Aidan's Place - Playground Design and Engineering Services  
Location of Project 1350 South Sepulveda Boulevard, Los Angeles, CA 90025  
Project Description Site Analysis, Community Meeting, Concept Plan, Project Development, Programming  
Amount of the Contract \$35,000 Duration in Months 2.5 months  
Awarding Agency City of Los Angeles Dept of Recreation and Parks  
Awarding Agency Address 221 N Figueroa Street, Ste 350  
City Los Angeles State CA Zip Code 90012  
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633  
Awarding Agency Project Liaison Craig Raines, Project Manager  
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

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Name of Project Elysian Park Solano - Splash Pad  
Location of Project 929 Academy Road, Los Angeles, CA 90012  
Project Description Playground, Fitness Area & Splash Pad Design  
Amount of the Contract \$120,040 Duration in Months 7 months  
Awarding Agency City of Los Angeles Dept of Recreation and Parks  
Awarding Agency Address 221 N Figueroa Street, Ste 350  
City Los Angeles State CA Zip Code 90012  
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633  
Awarding Agency Project Liaison Craig Raines, Project Manager  
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

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Name of Project Genesee Park - Playground Equipment, Installation and Surfacing  
Location of Project 2330 South Genesee Avenue, Los Angeles, CA 90016  
Project Description Purchase and Installation of Playground and Surfacing and Related Site Work  
Amount of the Contract \$297,088.72 Duration in Months 1.5 months  
Awarding Agency City of Los Angeles Dept of Recreation and Parks  
Awarding Agency Address 221 N Figueroa Street, Ste 350  
City Los Angeles State CA Zip Code 90012  
Awarding Agency Telephone Number (Include Area Code) (213) 202-2633  
Awarding Agency Project Liaison Craig Raines, Project Manager  
Project Liaison Telephone Number (Include Area Code) (818) 481-0662

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Please print additional pages if required

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Name of Project Queen Anne Recreation Center - Playground Equipment/ Surfacing Purchase Installation

Location of Project 1240 West Boulevard, Los Angeles, CA 90019

Project Description Purchase and Installation of Playground and Surfacing and Related Site Work

Amount of the Contract \$200,189.54 Duration in Months 4 months

Awarding Agency City of Los Angeles Dept of Recreation and Parks

Awarding Agency Address 221 N Figueroa Street, Ste 350

City Los Angeles State CA Zip Code 90012

Awarding Agency Telephone Number (Include Area Code) (213) 202-2633

Awarding Agency Project Liaison Craig Raines, Project Manager

Project Liaison Telephone Number (Include Area Code) (818) 481-0662

---

Name of Project Glen Alla Park - Purchase of Equipment

Location of Project 4601 Alla Road, Los Angeles, CA 90066

Project Description Purchase of Play Equipment (Materials Only)

Amount of the Contract \$6,140.59 Duration in Months <1 month

Awarding Agency City of Los Angeles Dept of Recreation and Parks

Awarding Agency Address 221 N Figueroa Street, Ste 350

City Los Angeles State CA Zip Code 90012

Awarding Agency Telephone Number (Include Area Code) (213) 202-2633

Awarding Agency Project Liaison Mel Raiford, Project Manager

Project Liaison Telephone Number (Include Area Code) (213) 847-0934

---

Name of Project North Hills Community Park - Playground Replacement

Location of Project 8756 North Parthenia Place, North Hills, CA 91343

Project Description Purchase and Installation of Playground and Surfacing and Related Site Work

Amount of the Contract \$469,175.74 Duration in Months 3 months

Awarding Agency City of Los Angeles Dept of Recreation and Parks

Awarding Agency Address 221 N Figueroa Street, Ste 350

City Los Angeles State CA Zip Code 90012

Awarding Agency Telephone Number (Include Area Code) (213) 202-2633

Awarding Agency Project Liaison Mel Raiford, Project Manager

Project Liaison Telephone Number (Include Area Code) (213) 847-0934

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Please print additional pages if required

**SECTION 0**  
**INFORMATION RELEASE FORM**

## DEPARTMENT OF RECREATION AND PARKS

### INFORMATION RELEASE FORM

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Bid to disclose in good faith any information they may have regarding my Bids for contracting. All information obtained will be in connection with Bids for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles. I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Name: Brant Dennis Title: VP of Finance

Signature:  Date: 5/4/26

Firm's Name: Landscape Structures Inc. Phone: 763-972-3391

Firm's Address: 601 7th Street S; Delano, MN 55328

Street,

City, State

Zip

## **SECTION P**

### **BUSINESS TAX REGISTRATION CERTIFICATE**

All Respondents receiving an award under this RFB must obtain a Business Tax Registration Certificate Number (BTRC) from the City of Los Angeles Department of Finance - Tax/Permit Division, unless exempt. Registration is renewable annually.

#### **INSTRUCTIONS:**

Complete the BTRC Number or Business Tax Exemption Number form, and submit it to the Board within the time frame specified in the RFB after receiving a Notice of Award. If an application is pending and no number has been received yet, a copy of the application must be attached. If the Respondent has an exemption, enter the exemption number and provide an explanation. This form is not required with the Response and need not be attached to the Response.

You may register On Line as a new business in the City of Los Angeles, or renew your Business Tax Registration Certificate at: <http://finance.lacity.org/online-taxpayer-services>

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER  
OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BBTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm101, Los Angeles, CA 90012 (213) 473-5901

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

Company Name: **Landscape Structures Inc.**

Enter your current Business Tax Registration or Vendor Registration Number:

**Old format:**

ACCOUNT NUMBER								FUND		CLASS				
						-								

**New Format:**

ACCOUNT NUMBER													FUND		CLASS						
0	0	0	0	2	2	5	6	6	0	-	0	0	0	2	-	8	L	G	R	2	

State effective dates here: to

If you have an application pending in the Department of Finance, and have not yet received your number, a copy of your application must be submitted with your proposal/bid/submission of qualification.

IF YOU HAVE RECEIVED AN EXEMPTION FORM THE Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

						-		
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Explanation:



**CITY OF LOS ANGELES**  
 Office of Finance  
 P.O. Box 53200  
 Los Angeles CA 90053-0200

601 7TH STREET S  
 DELANO, MN 55328-8605



\*\*\*\*\*MIXED AADC 900 52  
 LANDSCAPE STRUCTURES INC 16552  
 601 7TH ST S  
 DELANO MN 55328-8605

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX				
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	ISSUED:	STATUS
0000225660-0002-8	LGR2	GrossReceiptFund/Class2 Ord 183419	5/1/2016	Active
LANDSCAPE STRUCTURES INC 601 7TH ST S DELANO MN 55328-8605			ISSUED FOR TAX COMPLIANCE PURPOSES ONLY NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION	
ISSUED TO 601 7TH STREET S DELANO, MN 55328-8605			ISSUED BY: <i>Clavi Bartels</i> DIRECTOR OF FINANCE	
<small>"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."</small>				

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200

FORM 2000 (Rev. 11/15)

IMPORTANT - READ REVERSE SIDE

## SECTION Q

### CITY-APPROVED PROOF OF INSURANCE

Evidence of sufficient insurance as specified on the 146 Insurance Requirements Form (see Section II Compliance Package) must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing KwikComply at <https://kwikcomply.org/>. Additional instructions and information on complying with City insurance requirements can be found at: (<http://cao.lacity.org/risk>)

# CITY OF LOS ANGELES

## INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

- 1. Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.
- 2. When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
- 3. Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named

Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single- person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment

owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

#### **INSTRUCTIONS:**

Respondents shall comply with the City insurance requirements in Form Gen 146 (see separate exhibit attached to RFQ, RFB, RFP) and have all insurance documents submitted and approved prior to execution of the contract. The Respondent must also comply with any additional insurance requirements that may be set forth in the RFQ, RFB, RFP.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

<b>PRODUCER</b>  <b>INSURED</b>	<p style="font-size: small;">THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A:													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURED LTR INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT \$													
E.L. DISEASE - EA EMPLOYEE \$													
E.L. DISEASE - POLICY LIMIT \$													
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS</b> The City of Los Angeles is an additional insured by blanket endorsement.													

<b>CERTIFICATE HOLDER</b>  City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 1240 Los Angeles, CA 90012	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

City of Los Angeles  
**Applicant's Declaration of Self-Insurance**

It is hereby RESOLVED that:

Name and Address of Organization:
-----------------------------------

which is a  For-profit Corporation,  Non-profit Corporation,  General Partnership,  Limited Partnership,  Sole Proprietor  
 Other: \_\_\_\_\_ has a formal program to self-insure \_\_\_\_\_ exposure in the amount  
(type of coverage)  
of \$ \_\_\_\_\_ per occurrence, and \$ \_\_\_\_\_ annual aggregate limit and agrees to the following terms and conditions:

1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
3. To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:
--	--

**Declaration**

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  
(Place)  
\_\_\_\_\_  
(Signature) and \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print name and title) and \_\_\_\_\_  
(Print name and title)

Telephone: \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:
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## **SECTION R**

### **CITY-APPROVED PERFORMANCE BOND**

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

#### **INSTRUCTIONS:**

If a performance bond is requested upon the notice of award of the contract, the Respondent shall have ten (10) days to submit proof of the performance bond. Refer to the RFB language for instructions on how to submit proof of the performance bond.

**SECTION S**  
**FORM W-9**  
**REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER (TIN) AND**  
**CERTIFICATION**

The Department requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification," from all entities doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal/bid/submission of qualification deposits or processing payments.

**INSTRUCTIONS:**

All Respondents must submit Form W-9 upon notification of contract award. The name listed on Form W-9 must match the respondents' legal business name as listed on the Responder's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>Landscape Structures Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above.</p> <p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor                        <input type="checkbox"/> C corporation                        <input checked="" type="checkbox"/> S corporation                        <input type="checkbox"/> Partnership                        <input type="checkbox"/> Trust/estate                 </p> <p> <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____  <i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.                 </p> <p> <input type="checkbox"/> Other (see instructions) _____                 </p> <p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions _____ <input type="checkbox"/></p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p> <p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>601 7th Street S</b></p> <p><b>6</b> City, state, and ZIP code</p> <p><b>Delano, MN 55328</b></p> <p><b>7</b> List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
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### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													
<b>or</b>													
<b>Employer identification number</b>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> </tr> </table>	4	1	-	0	9	7	1	8	4	2			
4	1	-	0	9	7	1	8	4	2				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date <b>1/6/2026</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## **SECTION T**

### **LIVING WAGE ORDINANCE AND SERVICE CONTRACT WORKER RETENTION ORDINANCE ADDITIONAL FORMS**

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

<https://bca.lacity.org/living-wages-ordinance-lwo>

<https://bca.lacity.org/service-contract-worker-retention-ordinance-scwro>

#### **INSTRUCTIONS:**

If Respondent is not exempt from the Living Wage Ordinance, then upon Notice of Award, the Living Wage Ordinance Additional Forms must be completed and submitted as per the instructions on each form. For forms requiring submission to the Awarding Department, the forms are to be submitted to the Los Angeles Department of Recreation and Parks Board of Commissioners. These forms are not required with the Response and need not be attached to the Response.

Failure to submit forms on time will result in the contract being noncompliant, and no payments will be made until the forms are completed and submitted.



## LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.****

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2024, a wage of at least **\$17.28 per hour with health benefits** of \$1.25 per hour, or **\$18.53 per hour without health benefits** (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.gov/living-wages-ordinance-lwo>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer.

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- **Not to retaliate** against any employee claiming non-compliance with the provisions of this Ordinance and to **comply with federal law** prohibiting retaliation for union organizing.

TO BE FILLED OUT BY THE CONTRACTOR:		
1. Company Name: _____	Email Address: _____	
2. STATE the number of employees working ON THIS CITY CONTRACT: _____		
3. <b>ATTACH</b> a copy of your company's <u>1<sup>st</sup> PAYROLL</u> under THIS CITY CONTRACT.		
4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If YES, provide the employer's monthly contribution amount(s) toward the health benefits premium(s) for each employee working on THIS CITY CONTRACT. _____		
<b>FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN <u>WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION.</u> ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.</b>		
I understand that the employee information provided herein will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.		
_____ Print Name of Person Completing this Form	_____ Signature of Person Completing this Form	
_____ Title	_____ Phone #	_____ Date

AWARDING DEPARTMENT USE ONLY:		
Dept: _____	Contact: _____	Phone #: _____ Contract #: _____

# LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDDING DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.****

### SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_
- 2) Do you have subcontractors working on this City contract?  Yes  No  
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDDING DEPARTMENT.**  
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: \_\_\_\_\_  
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

### SECTION II: SUBCONTRACTOR INFORMATION

- 1. Subcontractor Name: \_\_\_\_\_
- 2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
- 3. Address: \_\_\_\_\_
- 4. Purpose of Subcontract: \_\_\_\_\_
- 5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
- 6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

- 1. Subcontractor Name: \_\_\_\_\_
- 2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
- 3. Address: \_\_\_\_\_
- 4. Purpose of Subcontract: \_\_\_\_\_
- 5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
- 6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

- 1. Subcontractor Name: \_\_\_\_\_
- 2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
- 3. Address: \_\_\_\_\_
- 4. Purpose of Subcontract: \_\_\_\_\_
- 5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
- 6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

<b>SECTION II: SUBCONTRACTOR INFORMATION (continued)</b>	
1. Subcontractor Name: _____	
2. Contact Person: _____	Phone #: _____
3. Address: _____	
4. Purpose of Subcontract: _____	
5. Amount of Subcontract: \$ _____ Term: Start Date ____/____/____ End Date ____/____/____	
6. Is this subcontract exempted from or not subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, state the reason below. And see Section III for documents required. _____	
1. Subcontractor Name: _____	
2. Contact Person: _____	Phone #: _____
3. Address: _____	
4. Purpose of Subcontract: _____	
5. Amount of Subcontract: \$ _____ Term: Start Date ____/____/____ End Date ____/____/____	
6. Is this subcontract exempted from or not subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, state the reason below. And see Section III for documents required. _____	

<b>SECTION III: EXEMPTIONS or SUBCONTRACTS NOT SUBJECT TO LWO</b>	
EXEMPTION Or NON-COVERAGES	SUPPORTING DOCUMENTATION REQUIRED
501(c)(3) non-profit organization <sup>1</sup>	LW 28 – 501(c)(3) Non-Profit Exemption Application <small><a href="https://bca.lacity.org/uploads/lwo/Template_LW%2028%20-%20501c3%20Nonprofit%20Exemption%20Application.pdf">https://bca.lacity.org/uploads/lwo/Template_LW%2028%20-%20501c3%20Nonprofit%20Exemption%20Application.pdf</a></small>
Collective bargaining agreement w/supersession language <sup>2</sup>	LW 10 – OCC Exemption Application <small><a href="https://bca.lacity.org/uploads/lwo/Template_LW%2010%20-%20OCC%20Exemption%20Application%20edited%203.20.18.pdf">https://bca.lacity.org/uploads/lwo/Template_LW%2010%20-%20OCC%20Exemption%20Application%20edited%203.20.18.pdf</a></small>
Small Business <sup>3</sup>	LW 26 – Small Business Exemption Application (English & Spanish) <small><a href="https://bca.lacity.org/uploads/lwo/LW26_Small_Business_Exemption_Application_%28English%20.pdf">https://bca.lacity.org/uploads/lwo/LW26_Small_Business_Exemption_Application_%28English%20.pdf</a> (English) <a href="https://bca.lacity.org/uploads/lwo/LW26_Small_Business_Exemption_Application_%28Spanish%20.pdf">https://bca.lacity.org/uploads/lwo/LW26_Small_Business_Exemption_Application_%28Spanish%20.pdf</a> (Spanish)</small>
Governmental Entity <sup>4</sup> or Utilities Companies <sup>5</sup>	NONE REQUIRED.
Construction contract <sup>6</sup>	NONE REQUIRED.
<b>SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)</b>	
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.	
1) Employee Information Form	LW-6 - <small><a href="https://bca.lacity.org/uploads/lwo/LW%206%20-%20Employee%20Information%20Form%20-%2009-25-18.pdf">https://bca.lacity.org/uploads/lwo/LW%206%20-%20Employee%20Information%20Form%20-%2009-25-18.pdf</a></small>
2) Subcontractor Information Form	LW-18 - <small><a href="https://bca.lacity.org/uploads/lwo/LW18_Subcontractor_Information_Form.pdf">https://bca.lacity.org/uploads/lwo/LW18_Subcontractor_Information_Form.pdf</a></small>
3) Subcontractor Declaration of Compliance Form (retain)	LW-5 - <small><a href="https://bca.lacity.org/uploads/lwo/Template_LW%205%20CC%20rev%209-18-2018.pdf">https://bca.lacity.org/uploads/lwo/Template_LW%205%20CC%20rev%209-18-2018.pdf</a></small>
<b>SECTION V: SIGNATURE</b>	
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles' Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.	
_____ Print Name of Person Completing This Form	_____ Signature of Person Completing This Form
_____ Title	_____ Date
_____ Phone #	
<b>AWARDING DEPARTMENT USE ONLY:</b>	
Dept: _____	Contract #: _____
Dept Contact: _____	Contact Phone: _____

## ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

<sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.15(b) of the LWO as a corporation organized under Section 501(c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(1) A copy of the most recent IRS letter indicating that the Employer has been recognized as a non-profit corporation organized under section 501(c)(3) of the United States Internal Revenue Code.

(2) The LW-28 Non-Profit 501(c)(3) Exemption Application referred to in the LWO Rules and Regulations Appendix A must include the salary certification information. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the Agreement with the City, regardless of whether the person works on the City Agreement.

<sup>2</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An Employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those Employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by the CBA. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An Employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the Employer shall submit written confirmation from the union representing the Employees working on the Agreement that the union and the Employer have agreed to let the CBA supersede the LWO.

(a) If the final CBA signed by the Employer and the union supersedes the LWO, in full or in part, the Employer shall be considered to be exempt from the LWO's specified provisions for the time period covered by the effective dates of the superseding CBA. The Employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the Employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the Employer shall be required to make retroactive corrections for any period of violation, which may include making retroactive payments to affected employees for the relevant periods of violation.

(b) If the final CBA signed by the Employer and the union does not supersede the LWO, the Employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the Employer first became subject to the LWO. If necessary, the Employer shall provide retroactive payments to affected Employees for any time period during which the Employer did not comply with the LWO.

<sup>3</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.15(a):** A public lessee or licensee claiming exemption from the LWO under section 10.37.15(a) shall submit the application for "Small Business Exemption" referred to in the LWO Rules and Regulations Appendix A, along with supporting documentation to verify that it meets the requirement that the lessee or licensee employs no more than seven (7) people on and off City property.

(a) For purposes of this exemption, a lessee or licensee shall be deemed to employ a person if the person works for a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the person works for a company or entity that owns or controls the lessee or licensee, regardless of where the for a company or entity is located.

Whether the lessee or licensee meets the seven (7) person limit shall be determined using the total number of people employed by all companies or businesses, which the lessee or licensee owns or controls, or which own or control the lessee or licensee. For purposes of this example, "control" means that one company owns a controlling interest in another company.

(b) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of people includes all everyone employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(c) A public lessee or licensee shall be deemed to employ no more than seven (7) people if its entire workforce (inclusive of the people falling within the guidelines stated in subsections (a) and (b) above) worked an average of no more than 1,214 hours per month for at least three-fourths of the of the previous calendar year.

<sup>4</sup> **Governmental Entities – LAAC 10.37.14(b):** Agreements with governmental entities are not subject to the requirements of the LWO. If an Agreement is not subject to the LWO because the Employer is a governmental entity, Subcontractors performing work for the governmental entity on the Agreement are also not subject to the LWO.

<sup>5</sup> **Utilities Companies – LAAC Section 10.37.14(c):** Contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.

<sup>6</sup> **Construction contracts – LAAC Section 10.37.14(a):** Construction contracts are not subject to the LWO unless 1) there are employees not covered by prevailing wage or 2) if the prevailing wage is less than the required rate in 10.37.2.

## LWO SMALL BUSINESS EXEMPTION APPLICATION

This application for exemption is for **lessees and licensees only** and must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code section 10.37, the Living Wage Ordinance (LWO), presumes all City contractors are subject to the LWO unless this exemption application is approved.

### TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Are you a Sublessee or Sublicensee?  Yes  No If YES, state the name of your Prime Lessee or Prime Licensee:  
\_\_\_\_\_
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): \_\_\_\_\_
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: \_\_\_\_\_
6. Location of lease or license: \_\_\_\_\_

### WORKFORCE INFORMATION

CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:

PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have Seven (7) employees or LESS in the entire company (inside AND outside the City of Los Angeles premises).	Submit a copy of your most recent State of California Form DE - 9C and the equivalent form(s) for business(es) in other states.
<input type="checkbox"/> My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.	Submit a completed Employee Worksheet (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records. OR Payrolls for the nine (9) months you would like to have reviewed.

If you **DID NOT** check off **ANY** boxes in PART A, your company IS **NOT ELIGIBLE FOR AN EXEMPTION**.  
If you checked off **ANY** box in PART A, **ATTACH** supporting documentation, **SIGN**, AND **SUBMIT EXEMPTION FORM**.

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

\_\_\_\_\_  
Print Name of Person Completing this Form

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Date

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

### AWARDING DEPARTMENT USE ONLY:

Dept: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Contract #: \_\_\_\_\_

### OCC USE ONLY:

Approved / Not Approved – Reason: \_\_\_\_\_

By Analyst: \_\_\_\_\_ Date: \_\_\_\_\_



## SECTION U

### SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, in accordance with the provisions of the DO, any contract awarded pursuant to this RFB will be subject to the DO, Section 10.41 of the Los Angeles Administrative Code.

Respondents seeking additional information regarding the requirements of the DO may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

#### **Slavery Disclosure Ordinance (SDO)**

The SDO requires that City Contractors disclose whether their company had any participation, investments, or profits derived from slavery during the Slavery Era (prior to 1865). <https://bca.lacity.org/slavery-disclosure-ordinance-sdo>

#### **INSTRUCTIONS:**

The selected Respondent shall electronically sign and complete the Slavery Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) residing at [www.rampla.org](http://www.rampla.org) prior to the award of a City contract. If the respondent is exempt from this requirement, then the DO form shall be completed and submitted with the response.

DO/DBWCO COMPLIANCE

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN ([www.labavn.org](http://www.labavn.org)), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacounty.gov/index.cfm> Phone: (213) 847-2825; E-mail: [bca.ecos@lacity.org](mailto:bca.ecos@lacity.org).

**AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS**

1. I, [name] am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

<u>[company id]</u> BAVN Company Id	<u>[tax id]</u> EIN/TIN		
<u>[company name]</u> Company Name			
<u>[company address]</u> Street Address	<u>[city]</u> City	<u>[state]</u> State	<u>[zip]</u> Zip
<u>[phone]</u> Phone	<u>[email]</u> Email		

3. The company came into existence in [year] (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to [bca.ecos@lacity.org](mailto:bca.ecos@lacity.org).

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to [bca.ecos@lacity.org](mailto:bca.ecos@lacity.org).

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.

The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that Participation is required and should be sent to [bca.ecos@lacity.org](mailto:bca.ecos@lacity.org).

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I, [name], the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

[name]

[date]

Signature

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

**DEFINITIONS**

**Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

**Company** means any person, firm, corporation, partnership or combination of these.

**Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

**Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

**Investment** means to make use of an Enslaved Person for future benefits or advantages.

**Participation** means having been a Slaveholder during the Slavery Era.

**Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

**Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons

**Slavery** means the practice of owning Enslaved Persons

**Slavery Era** means that period of time in the United States of America prior to 1865.

**Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

**Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

## SECTION V

### EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT/ FIRST SOURCE HIRING ORDINANCE

#### **Equal Benefits Ordinance**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

The selected Respondent shall electronically sign and complete the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) residing at [www.rampla.org](http://www.rampla.org) prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's RAMPLA Bidders/Proposers do not need to submit supporting documentation with their proposal/bid/submission of qualification. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

## **First Source Hiring Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to the "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (two [2] pages) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) residing at [www.rampla.org](http://www.rampla.org) prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's RAMPLA.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>. The Anticipated Job Opportunities Form (FSH0-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

### **INSTRUCTIONS:**

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at [www.rampla.org](http://www.rampla.org).
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSH0-1) ONLY if there are anticipated job opportunities.

City of Los Angeles  
 Department of Public Works  
 Bureau of Contract Administration  
 Office of Contract Compliance  
 1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
 Phone: (213) 847-2625 E-mail: [bca.eeee@lacity.org](mailto:bca.eeee@lacity.org)

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

**SECTION 1. CONTACT INFORMATION**

RAVN Company Id: 10786 EIN/TIN: \_\_\_\_\_  
 Company Name: J and Y Inc - ITA TEST COMPANY  
 Company Address: 1234 N Main St  
 City: Los Angeles State: AL Zip: 70013  
 Contact Person: Jon Doe Phone: 2135551888 E-mail: test@email.com  
 Approximate Number of Employees in the United States: 10  
 Approximate Number of Employees in the City of Los Angeles: 3

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

**SECTION 3. COMPLIANCE OPTIONS**

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ..... I have no employees.
- ..... I provide no benefits.
- ..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ..... I provide equal benefits as required by the City of Los Angeles EBO.
- ..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) \_\_\_\_\_.

- ..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

### **FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT**

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

### **DECLARATION UNDER PENALTY OF PERJURY**

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

### **TERMS OF ACCEPTANCE AND SIGNATURE:**

I, Jon Doe, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:\*

Jon Doe

Signature

26 July, 2016

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered **original** and legally binding.

**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number (“CA number”) has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY’s online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant’s Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

## Required Insurance and Minimum Limits

Date: 2026-01-05

Contractor/Vendor Name:

Agreement/Reference: FOR AS-NEEDED PLAYGROUND AND WATER PLAY EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES

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

---

### Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

---

### General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$1000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other: \$3,000,000 aggregate

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

Min. Limit: \$1000000

Automobile Liability Other:

---

### Professional Liability (Errors and Omissions): No

---

### Property Insurance (to cover replacement cost of building - as determined by insurance company): No

---

### Pollution Liability: No

---

### Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

---

**Crime Insurance: No**

---

**Cyber Liability: No**

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**Other:** \*\*Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.