

City of Fayetteville Staff Review Form

2017-0773

Legistar File ID

1/16/2018

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Ken Eastin

12/21/2017

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with RJR Enterprises, Inc. in the amount of \$369,846 and a project contingency in the amount of \$33,054 (approximately 9%) for a total cost of \$402,900 for the construction of a new splashpad at Walker Park as described in RFP 17-17, and approval of a budget adjustment to recognize parkland dedication fees.

Budget Impact:

2250.520.9255-5806.00	Parks Development																																			
Account Number	Fund																																			
13001.1801	Walker Park Splashpad																																			
Project Number	Project Title																																			
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted Item?</td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 30%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">_____</td> <td>Current Budget</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">789,000.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td></td> <td></td> <td>Current Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">789,000.00</td> </tr> </table>	Budgeted Item?	Yes					_____	Current Budget	\$	789,000.00			Funds Obligated	\$	-			Current Balance	\$	789,000.00	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"></td> <td style="width: 10%;"></td> <td style="width: 30%;">Item Cost</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">402,900.00</td> </tr> <tr> <td>Does item have a cost?</td> <td style="text-align: center;">Yes</td> <td>Budget Adjustment</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">82,900.00</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td style="text-align: center;">Yes</td> <td>Remaining Budget</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">469,000.00</td> </tr> </table>			Item Cost	\$	402,900.00	Does item have a cost?	Yes	Budget Adjustment	\$	82,900.00	Budget Adjustment Attached?	Yes	Remaining Budget	\$	469,000.00
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V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



MEETING OF JANUARY 16, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Ted Jack, Park Planning Superintendent

FROM: Ken Eastin, Park Planner

DATE: December 21, 2017

SUBJECT: **Approval of a contract with RJR Enterprises, Inc. for implementation of RFP-17-17, construction of the splash pad and restroom at Walker Park.**

RECOMMENDATION:

Staff recommends approval of a contract with RJR Enterprises, Inc. in the amount of \$369,846 and a project contingency in the amount of \$33,054 (approximately 9%) for a total cost of \$402,900 for the construction of a new splash pad at Walker Park as described in RFP 17-17, and approval of a budget adjustment to recognize parkland dedication fees.

BACKGROUND:

Fayetteville citizens have been asking for a splash pad for quite some time. To address this need, Parks and Recreation staff has been researching splash pad design and operation, as well as the best potential site for initial development. Three public listening sessions were held to seek input on the overall Walker Park planning and needs but specifically to determine a proposed site for the splash pad. The first was held at the Walker Park Senior Activity and Wellness Center on March 9th, the second was held at the Fayetteville Public Library on May 24th, and the third meeting was held at the June 12th Parks and Recreation Advisory Board meeting. Through these sessions, as well as many emailed comments, the NW corner of the park was overwhelmingly chosen as the preferred site.

DISCUSSION:

The City advertised RFP 17-17 in October to seek proposals for the splash pad construction. The deadline for submittals was on December 12th, at which time five submittals were received by Purchasing. After review of the proposals and a selection committee meeting held on December 14th, the proposal submitted by RJR Enterprises, Inc. was selected.

BUDGET/STAFF IMPACT:

The total anticipated cost, including project contingency of \$33,054, is \$402,900. A total of \$82,900 is available in SE quadrant Parkland Dedication Funds received, but not currently recognized. An attached Budget Adjustment is requesting to recognize these funds in sub-project 13001.1801 (Walker Park Splash Pad). The remaining \$320,000 in funds needed for the remainder of the project is available from approved 2018 CIP.

Attachments:

Budget Adjustment

Contract – RJR Enterprises including List of Values

RFP 17-17

RFP submittal from RJR Enterprises, Inc.

This contract executed this ____ day of _____, 2017, between the City of Fayetteville, Arkansas, and RJR Enterprises, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. RJR Enterprises, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items proposal per RFP 16-08 as stated in RJR Enterprises, Inc. proposal, and in accordance with specifications attached hereto and made a part hereof under RFP 17-17, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay RJR Enterprises, Inc. for completion of each project based on work completed indicated in RJR Enterprises, Inc. submitted proposal and schedule of values in the amount of \$369,846.00. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources.
3. The Contract documents which comprise the contract between the City of Fayetteville and RJR Enterprises, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Proposal form identified as Request for Proposal 17-17 with the specifications and conditions typed thereon.
 - B. RJR Enterprises, Inc. submitted proposal.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and RJR Enterprises, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and RJR Enterprises, Inc.
5. RJR Enterprises, Inc. shall not assign its duties under the terms of this agreement.
6. RJR Enterprises, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from RJR Enterprises, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. RJR Enterprises, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's

compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, RJR Enterprises, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by RJR Enterprises, Inc.

1. Workmen's Compensation
Statutory Amount
2. Comprehensive General & Automobile Insurance
\$500,000 for each person injured.
3. Bodily Injury Liability
\$1,000,000 for each accident.
4. Property Damage Liability
\$1,000,000 aggregate.

8. RJR Enterprises, Inc. shall furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or RJR Enterprises, Inc. with 30 calendar day's written notice.
10. This Project shall be completed within **155 calendar days** from Notice to Proceed.
11. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
12. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.
13. Jurisdiction: Legal jurisdiction to resolve any disputes shall be **Washington County, Arkansas** with **Arkansas law** applying to the case.
14. Arbitration/Mediation: The City will not agree to be forced to mediate or arbitrate any dispute.
15. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2017.

RJR Enterprises, Inc.

CITY OF FAYETTEVILLE, ARKANSAS

By: **Ronald E. Brown** Digitally signed by Ronald E. Brown
Date: 2017.12.21 15:50:24 -06'00'
Signature

By: _____
LIONELD JORDAN, Mayor

__ Ronald E Brown President _____
Printed Contractor Name & Title

Janet K Brown Digitally signed by Janet K Brown
Date: 2017.12.21 15:56:35 -06'00'

ATTEST (Signature)

ATTEST: (Signature)

Janet K Brown _____
Company Secretary (Printed Name)

Sondra E. Smith, City Clerk, Treasurer

Business Address

804 N 42nd Street Rogers, AR 72756 _____
City, State & Zip Code

Date Signed: __ 12/21/2017 _____

Date Signed: _____

RJR ENTERPRISES, INC.

804 N 42 nd Street
Rogers, AR 72756



Schedule of Values

Date	
12/21/2017	



Name / Address
Fayetteville Parks and Recreation Connie Edmonston 113 West Mountain Fayetteville, AR 72701

P.O. No.	Project
	Walker Park Splashp...

Terms	Due Date
Net 30	1/20/2018

Description	Qty	List Price	Amount	Discount	Total
General Conditions, Engineering, and Design work	1.0	41,953.00	41,953.00		41,953.00
Bonds	1.0	11,095.00	11,095.00		11,095.00
Misc Dirt work and Demo.	1.0	3,900.00	3,900.00		3,900.00
Construction Entrance	1.0	500.00	500.00		500.00
Water Features, Mechanical equipment, drains & Activator	1.0	136,300.00	136,300.00		136,300.00
Installation Water Features, Mechanical equipment, drains & Activator	1.0	36,900.00	36,900.00		36,900.00
Concrete w/ Integral Color Splashpad Wet Deck	3,000.0	6.00	18,000.00		18,000.00
Concrete Pads and sidewalk	878.0	5.00	4,390.00		4,390.00
11'x11' Fabric Shade	2.0	5,500.00	11,000.00		11,000.00
6' Bench w/ back	3.0	500.00	1,500.00		1,500.00
Trash Rec.	2.0	550.00	1,100.00		1,100.00
Picnic Tables	2.0	850.00	1,700.00		1,700.00
Rules Signage	1.0	1,200.00	1,200.00		1,200.00
Bathroom with Install, and Gravel Pad	1.0	65,350.00	65,350.00		65,350.00
Plumbing	1.0	10,869.00	10,869.00		10,869.00
Electrical	1.0	6,500.00	6,500.00		6,500.00
General Labor Install Misc Equipment	1.0	6,589.00	6,589.00		6,589.00
Cleanup Seed and Straw	1.0	4,000.00	4,000.00		4,000.00
Miscellaneous (such as fencing if needed)	1.0	7,000.00	7,000.00		7,000.00

Total	\$369,846.00
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Signature _____

Phone #	Fax #	Cell	E-mail	Web Site
479-936-1092	479- 439-8692	Ryan 479-936-1092 Ron 479-621-3939	ryanbrown@nwarjr.com ronbrown@nwarjr.com	rjrplay.com



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
 Purchasing Division – Room 306
 113 W. Mountain
 Fayetteville, AR 72701
 Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 17-17, Walker Park Splash Pad

DEADLINE: Thursday, November 30, 2017 before 2:00:00 PM, local time

PRE-PROPOSAL CONFERENCE: Tuesday October 31, 2017 at 2:00 PM

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Monday Oct. 23, 2017 and Oct 30, 2017

REQUEST FOR PROPOSAL
RFP 17-17, Walker Park Splash Pad

No late proposals shall be accepted. RFP’s shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville, AR
Request for Proposal
RFP 17-17, Walker Park Splashpad

The City of Fayetteville, Arkansas, is requesting sealed proposals from experienced professionals interested in providing a splash pad/water playground proposal at Walker Park in southeast Fayetteville. The proposal shall consist of two separate proposals: one for a fully functional recirculating system and one for a flow through system.

To be considered, sealed proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, **by Thursday, November 30 before 2:00:00 PM, local time.** No late submittals shall be accepted.

A non-mandatory pre-proposal conference will be held on **Tuesday, October 31, 2017 at 2:00 PM, local time**, at the actual job site located at Walker Park, North Parking Lot on Block St., Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

Forms & addendums can be downloaded from the City's web site at www.fayetteville-ar.gov. All questions regarding the process should be directed to Les McGaugh, at lmcgaugh@fayetteville-ar.gov or (479)575-8220.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor does not apply to this contract.

Each proposal shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

CITY OF FAYETTEVILLE, AR
By: Les McGaugh
Title: Purchasing Agent
Ad date: 10/23/17 and 10/30/17

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers are welcome to submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- e. All Proposers shall submit six (6) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- f. All proposers shall submit a 24" x 36" board with 3-D graphic rendering of playground. Board shall also include photos of each individual playground component.
- g. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- h. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- i. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and RFP number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

- j. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- k. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- l. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- m. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. *Additionally, questions will be taken at the Pre-Proposal Conference for possible inclusion in an addendum.* Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

14. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which

a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

23. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response.

Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response. Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention of Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov).** It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. *Questions will be taken at the Pre-Proposal Conference for possible inclusion in an addendum, if issued.* Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

28. PERIOD OF CONTRACT: Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a maximum of one hundred twenty (120) calendar days from the date of the notice to proceed. This time period will be the time allowed for final completion of the splashpad. Inclement weather days will be considered when appropriate if submitted to the Parks and Recreation Project Manager within one week of the requested inclement weather day. A \$150.00 per day penalty shall be assessed for each day over the one hundred twenty (120) calendar day completion time.

29. APPENDIX DOCUMENTS INCLUDED:

- a. **Attachment A: Splashpad Site**

1. **PURPOSE & OVERVIEW:** The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, seeks proposals from properly qualified and licensed professionals who are able to recommend, provide, and install age-appropriate splashpad/water playground equipment at Walker Park, Fayetteville, AR. Proposals shall conform to the drawings and specifications listed, as well as any Federal, State, and/or Local laws that apply to playground and park construction.
2. **Total budget for this turn key project is \$300,000.**
3. Received proposals shall consist of a splashpad/ water playground appropriately serving children 2-12 years old.
4. The project shall include recommending, providing, and installing appropriate equipment for children ages 2 to 12 years **and** installation of appropriate subbase and surface for the splashpad/ water playground equipment. Additionally, the project includes providing and installing accessible pathways from existing walks to the equipment, benches, shade, and all accessories necessary to provide a quality, all-inclusive water play experience. See Attachment A for additional information.
5. The project shall include a complete turn-key price for design and installation of access, equipment, surfacing, proposed site furnishings, and complete site restoration for the proposed splashpad/water playground improvements listed above with applicable shipping, sales tax, and any other cost incurred to the City of Fayetteville.

Contractors are strongly encouraged to visit the park site to verify size, shape, condition, constraints, and accessibility before submitting a proposal.

A non-mandatory pre-proposal conference will be held on Tuesday October 31, 2017 at 2:00 PM local time, at the actual job site at Walker Park in the North Parking Lot on S Block St. Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

6. **INTENT:** The City intends to select a properly licensed professional to provide a splashpad/water playground proposal and installation services to the City Fayetteville.
7. **NON-PROPRIETARY INTENT OF SPECIFICATIONS:** Any reference to a particular manufacturer brand, model, drawing, etc. is to assist in establishing a product acceptability level for the City of Fayetteville; it is not to establish a proprietary bid to limit Proposers from competition for the bid. The City of Fayetteville will have the privilege to evaluate alternate proposal for play value, safety, and quality offered. If in the opinion of the City, an alternate for any brand specified meets the basic design with no material exception as judged by the City, then the City reserves the right to accept the alternate.

8. **EVALUATION CRITERIA:** The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score each proposal. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee.

Following the evaluation of the proposals, the Selection Committee may request the top ranking firms/vendors make an oral presentation or be interviewed. Any presentations/interview will take place in Fayetteville, Arkansas. Meeting notices and information will be sent by the Purchasing Division.

- 1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed.
- 2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 35% **Proposed Specifications of Splashpad and Method of Doing Work:** A proposed layout and work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway. Layout will show how drainage is handled at the splash pad, all connecting walks, how future ties in could be done, sitting areas, equipment areas, all proposed electrical and water runs, and other information as relevant to the design of a splash pad and supporting features.
- 4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with the City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Proposers shall provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 10% **Price:** Proposers shall list all fees and expenses to be paid by the City and shall be structured in a **not to exceed format within the project budget**

9. **SCOPE OF WORK:** In order to fully compare issues such as water usage, play value, installation costs, and operating expense, the City is requesting two proposals, from each Proposer, for each type of splashpad operating system: a flow-through system proposal and a recirculating system proposal. These separate proposals will be utilized to evaluate and determine a final decision for the type of system to be chosen for installation by the City. The same budget is applicable to each proposal.

While the exact range and extent of services is subject to negotiation, it is anticipated that the selected firm shall provide, as a minimum, professional services and adequately experienced dedicated personnel necessary to recommend, provide installation drawings, provide, and install splashpad play equipment containing a wide variety of play events, surfacing and ADA accessible sidewalks. Proposals shall include

the following in relation to the proposed method of completing the work as outlined in the selection criteria:

- a. The extent of the Vendor's playground plans shall meet the specifications provided in this request for proposal.
- b. The City desires the following aspects within the proposals:
 - i. Splashpad Aesthetics: including color choice, deck material, and suitability with regard to the proposed playground concepts
 - ii. Splashpad Durability: including warranty and maintenance
 - iii. Splashpad Play Value: including variety, creativity, and challenge
 - iv. Ground Plane Surfacing: including cost, appearance, ease of repair, durability/longevity
- c. The splashpad activation shall be sequenced and user activated and have a timer that can restrict is use to portions of a day. The splash pad shall be designed so that the play events are designed and sequenced in a manner that creates anticipation and surprise. How this is done should be conveyed in the proposal.
- d. Comparison of play events, accessibility, circulation and diversity of the splashpad plans.
- e. To receive as much play value as possible.
- f. To provide a safe water play experience for children ages 2-12 as well as all users.
- g. To provide an all-inclusive, accessible play experience for children of all skill and ability levels.
- h. The proposer shall be responsible for following all State and Federal Laws that pertain to the construction of playgrounds.
- i. Durability of splashpad structures and equipment which results in low maintenance and long life of the product. Note the splash pad deck shall be a minimum of 6" thick 3500 psi concrete.
- j. Aesthetics in concept, design, and structure.
- k. Proposals should not include enclosed slides.
- l. Seating areas for parents, and connections to existing and proposed park infrastructure should be considered and indicated on drawings. Include if seating areas have shade structures.

10. ADDITIONAL PROPOSAL REQUIREMENTS: Proposals shall conform to the following specifications and include appropriate evidence for each **with response packet**:

- a. Letter stating the equipment is appropriate for the ages group stipulated above.
- b. Letter stating the proposed equipment meets the current Consumer Product Safety Commission Guidelines (CPSC) for public playgrounds.
- c. Letter stating the proposed equipment meets the requirements of the Consumer Product Safety Improvement Act (CPSIA 2008) and physical copies of Certificates of Compliance for each product and component as required by the CPSIA 2008.
- d. Letter stating the equipment meets the current requirements of the American Society for Testing Materials (ASTM).
- e. Letter stating the plan meets current requirements of the Americans with Disabilities Act (ADA).
- f. Evidence that all equipment provided is covered by product liability insurance. Contractors should provide a copy of this which includes the amount of coverage.
 - i. Proposers shall have general liability insurance as required at a minimum of \$1,000,000.00.
- g. Complete product specifications and warranty information.
- h. A color scale sample chart for all equipment.

- i. Proposer shall have a State of Arkansas Contractors License valid at time of bid. Proposer shall provide the City with proof of payment to all subcontractors before final payment is made by the City.
- j. Proposers shall have workers' compensation as required by Arkansas State statutes.
- k. A corporate bid bond of 5% shall be submitted with all proposals. A cashier's check issued to the City of Fayetteville from a financial institution located in the State of Arkansas in the amount of 5% of the proposed price is also acceptable.
- l. Contractor shall provide a 100% performance and payment bond after contract award, within ten (10) calendar days of notice of award. Cost of the performance and payment bond shall be paid by the contractor and shall be presented the City after being file marked at the Washington County Circuit Clerk's Office.
- m. The City of Fayetteville requires the following for viewing by the Selection Committee; therefore, the items below shall be included with RFP response:
 - A color, three-dimensional scaled site plan drawing of the splashpad equipment,
 - Pictures for each piece of equipment mounted on a poster board or paper,
 - A written list and description of all equipment to be included in the proposal, and
 - A manufactures catalog showing the proposed equipment.

- 11. IMPLEMENTATION:** The successful Proposer shall be responsible and agrees to provide the following:
- a. Provide site preparation required to successfully install the splashpad equipment. The splashpad equipment shall be in-ground mounted in a footing. All construction shall comply with State and Federal Laws.
 - b. Recommend, provide and install ground plane surfacing material. Surfacing shall comply with all safety standards. Please provide samples for all colors proposed.
 - c. Upright posts shall be either galvanized steel, or aluminum material with a corrosion resistant finish.
 - d. Provide all labor, equipment, materials and supplies needed to install the concrete deck, plumbing and mechanical systems, storage and treatment systems, play equipment, shade structures, and benches and other needed items outlined.
 - e. All existing trees shall be protected to ensure survival through the construction process.
 - f. Proposers shall incorporate shade into their proposal to include existing trees, and/or shade structures which complement and enhance the proposed play equipment and concept.
 - g. Proposers may incorporate available site opportunities into their proposal such as existing vegetation, slopes, turf areas, and seating areas, etc.
 - h. All debris and construction materials shall be removed and cleaned up after installation.
 - i. Removal of excavated dirt is the Contractor's responsibility unless it is spread in the park area as designated by Parks and Recreation Staff.
 - j. Security at this park is very important. The City of Fayetteville will not be responsible for stolen or damaged equipment. Contractor shall be responsible for all materials, equipment, and site until final completion of the entire project.
 - k. All contractors should plan on working weekdays from 7:00 AM to 5:00 PM unless otherwise approved by the Project Manager.
 - l. If any contractor feels the need to stay at the jobsite overnight, prior advance permission from Connie Edmonston, Parks and Recreation Director must be obtained.
 - m. Equipment supplier shall provide a letter to the City of Fayetteville certifying that an audit of the splashpad's equipment installation was performed and that the following requirements and specifications were successfully met:

- All footings were correctly installed. The Splash Pad play surface and all footings shall be audited by the City of Fayetteville staff BEFORE covering and continuing installation. Give 48 hours' notice prior to concrete pour.
 - All play equipment and play surface was installed correctly according to CPSC, CPSIA 2008, ASTM, IPEMA, and ADA requirements.
- n. Any deviation shall be noted on these bidding documents and explanatory specifications attached to the proposal.
 - o. Unit prices shall include all labor, materials, equipment and incidentals required to complete the work as shown in the plans and details for a complete in place item. Items listed on drawings and not included as a separate pay quantity shall be considered incidental and the cost shall be included in the price bid for other items.
 - p. The amount of time appropriated for this project is one hundred twenty (120) calendar days from the date of the notice to proceed. This time period will be the time allowed for complete turn-key operation of the playground. Inclement weather days will be considered when appropriate if submitted to the Parks and Recreation Project Manager within one week of the requested inclement weather day. A ~~\$100.00~~ \$150.00 per day penalty shall be assessed for each day over the one hundred twenty (120) calendar day completion time.
 - q. Proposers are responsible for providing construction fences and signs as required to assure the safety of citizens.
 - r. Proposers shall coordinate the construction of the splashpad deck with other construction activities in the park that may be part of a separate bid.
 - s. Evidence shall be provided proving the installers of the playground equipment are properly trained by the equipment manufacturer.
 - t. Project will not be accepted until the City of Fayetteville approves the work after the construction has been completed. When concrete is poured, it is the contractor's responsibility to supervise the area. If the concrete is disturbed by tracks, etc., the contractor is responsible for correcting the pour.
 - u. Proposers shall submit a minimum of two (2) proposals for both the recirculating and flow-thru systems. No more than two proposals for each system for the park will be considered per contractor license.
 - v. All disturbed areas shall be seeded with turf type Tall Fescue and mulched with wheat straw unless otherwise specified on the drawings.
 - w. Construction site shall be returned to the condition it was in prior to the start of construction. Contractor is responsible for repairing all damage to site caused during construction.
 - x. The area of land to be included in this proposal is shown on the drawings. Proposers shall not include any area larger than what has been designated for the proposal. Please contact Les McGaugh (479-575-8220, <lmcgaugh@fayetteville-ar.gov> with any questions.
 - y. Proposer shall provide training to Parks Maintenance Staff to operate the system including winterization.
 - z. Proposers shall comply with all Federal and State laws pertaining to water playgrounds.
 - aa. In the event that any specification stated in this request for proposal conflicts with State and/or Federal laws, the State and/or Federal Laws shall prevail.
 - bb. Proposers must comply with all Americans with Disabilities Act Guidelines.

12. PROPOSAL CONTENTS: Proposals should be structured in the following manner.

- a. **Structure:** Proposals shall be prepared simply and economically, providing a straight forward, concise description on the Proposer’s ability to meet the requirements for this project. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½” x 11” white papers and bound in one volume. Displays should be provided as requested.
- b. **References:** A reference list for similar work performed by the Proposer within the past five (5) years.
- c. **Experience:** Provide a general description of the organization, its history, primary types of work, organizational structure, etc. Proposers shall incorporate experience as it relates to the scope of work and minimum qualifications.

13. CONTRACT FORMATION: If the negotiation produces mutual agreement, the draft contract as a part of this package shall be constructed and forwarded to the Fayetteville City Council for final approval. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

14. INSURANCE: Proposer shall provide and maintain insurance throughout the contract which is commonly accepted in the industry. Insurance is not required with RFP response but will be required after contract award. Insurance provided shall include but not be limited to the following and shall list the City of Fayetteville, Arkansas as an additional insured: General Automotive, Commercial General Liability and Worker’s Compensation as required by state law.

- Workers’ Compensation: Statutory Amount
- General Liability Coverage: \$1,000,000 minimum
- General Automobile Coverage

For any work subcontracted, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by the Contractor.

15. ANTICIPATED PROJECT TIMELINE: subject to change

Date	Time	Description
Monday October 23, 2017	8:00 AM	Date RFP available and date of advertisement 2nd Advertisement: Monday, October 30, 2017
Tuesday October 31, 2017	10:00 AM	Non-Mandatory Pre-Proposal Conference, all interested parties are strongly encouraged to attend
Friday November 17, 2017	End of day	City intends to issue Final Addendum – if applicable
Thursday, November 30, 2017	Before 2:00 PM, local time	Deadline to submit a sealed response to the City of Fayetteville. Proposals shall be received prior to the deadline, no exceptions. Distributed to Selection Committee
Week of December 18, 2017	TBD	Interviews with short listed vendors – if applicable
Friday, January 19, 2017	4:00 PM	Deadline for negotiations and finalization of contract, City Clerk deadline for City Council Meeting

Tuesday, January 30, 2017	4:30 PM	City Council Agenda Session Meeting for 02/06/2017
Tuesday, February 06, 2017	5:30 PM	City Council Meeting to consider contract for approval

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone #1 (cell preferred): _____ Phone #2: _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

City of Fayetteville
RFP 17-17, Walker Park Splashpad
Proposal Form #1 – Flow-Through System – Page 1

Proposer's Name: _____

The Proposer understands the City of Fayetteville reserves the right to reject any or all bids and to waive formalities deemed to be in the City's best interest.

Total price for this project shall include but not limited to: required bonds and insurance; labor cost; equipment, materials and supplies; concrete sub-base (if necessary) and concrete surfacing with installation; splashpad equipment and installation; proposed site furniture installation including shade structures; connecting ADA sidewalks; site restoration; shipping; and all applicable sales tax. In addition, the "Price per Proposal Specifications" is to include FOB to actual Walker Park project site in Fayetteville, AR and sales tax as regulated by the Arkansas Department of Finance Administration. Failure to meet this requirement could result in your proposal being rejected.

Brushed Concrete Play Deck / Bench or Seating Pads / ADA Sidewalk Connections: \$ _____
Complete in place as proposed

Water Play Components / Spray Features: \$ _____
Complete in place as proposed

Site Furnishings (Benches, Seating, Tables, Etc.): \$ _____
Complete in place as proposed

Shade Structures: \$ _____
Complete in place as proposed

Plumbing Connections : \$ _____
Complete in place as proposed

Fencing: \$ _____
Complete in place as proposed

Mechanical Systems (Pumps, Tanks, Filtration and Water Treatment Systems): \$ _____
Complete in place as proposed

Site Work / Restoration: \$ _____
Includes 4" depth topsoil, Bermuda sod

TOTAL PRICE PER PROPOSAL SPECIFICATIONS*: \$ _____

*Total Price per Proposal Specifications shall equal the sum of all line items provided above.

THIS FORM CONTINUES ON THE NEXT PAGE

City of Fayetteville
RFP 17-17, Walker Park Splashpad
Proposal Form #1 – Flow-Through System – Page 2

PROPOSER'S NAME _____

CONTRACTOR'S LICENSE # _____

CONTACT PERSON _____

TITLE _____

ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

TITLE _____

DESIGN FLOW RATE FOR FLOW-THROUGH SYSTEM: _____ GPH

All-inclusive proposals shall be submitted no later than the deadline stated to the City of Fayetteville, Purchasing Office, Room 306, 113 West Mountain Street, Fayetteville, Arkansas, 72701 in a sealed envelope marked **"RFP 17-XX Walker Park Splashpad"**. Each bidder will be required to meet or exceed the specifications attached. **Any deviation shall be noted with specifications attached to bid proposal.** Questions related to the proposal process should be directed to Les McGaugh, City of Fayetteville Purchasing Division, (479) 575-8220, or by e-mail lmcgaugh@fayetteville-ar.gov.

City of Fayetteville
RFP 17-17, Walker Park Splashpad
Proposal Form #2 – Recirculating System – Page 1

Proposer's Name: _____

The Proposer understands the City of Fayetteville reserves the right to reject any or all bids and to waive formalities deemed to be in the City's best interest.

Total price for this project shall include but not limited to: required bonds and insurance; labor cost; equipment, materials and supplies; concrete sub-base (if necessary) and concrete surfacing with installation; splashpad equipment and installation; proposed site furniture installation including shade structures; connecting ADA sidewalks; site restoration; shipping; and all applicable sales tax. In addition, the "Price per Proposal Specifications" is to include FOB to actual Walker Park project site in Fayetteville, AR and sales tax as regulated by the Arkansas Department of Finance Administration. Failure to meet this requirement could result in your proposal being rejected.

Brushed Concrete Play Deck / Bench or Seating Pads / ADA Sidewalk Connections: \$ _____
Complete in place as proposed

Water Play Components / Spray Features: \$ _____
Complete in place as proposed

Site Furnishings (Benches, Seating, Tables, Etc.): \$ _____
Complete in place as proposed

Shade Structures: \$ _____
Complete in place as proposed

Plumbing Connections : \$ _____
Complete in place as proposed

Fencing: \$ _____
Complete in place as proposed

Mechanical Systems (Pumps, Tanks, Filtration and Water Treatment Systems): \$ _____
Complete in place as proposed

Site Work / Restoration: \$ _____
Includes 4" depth topsoil, Bermuda sod

TOTAL PRICE PER PROPOSAL SPECIFICATIONS*: \$ _____

*Total Price per Proposal Specifications shall equal the sum of all line items provided above.

THIS FORM CONTINUES ON THE NEXT PAGE

City of Fayetteville
RFP 17-17, Walker Park Splashpad
Proposal Form #2 – Recirculating System – Page 2

PROPOSER'S NAME _____

CONTRACTOR'S LICENSE # _____

CONTACT PERSON _____

TITLE _____

ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

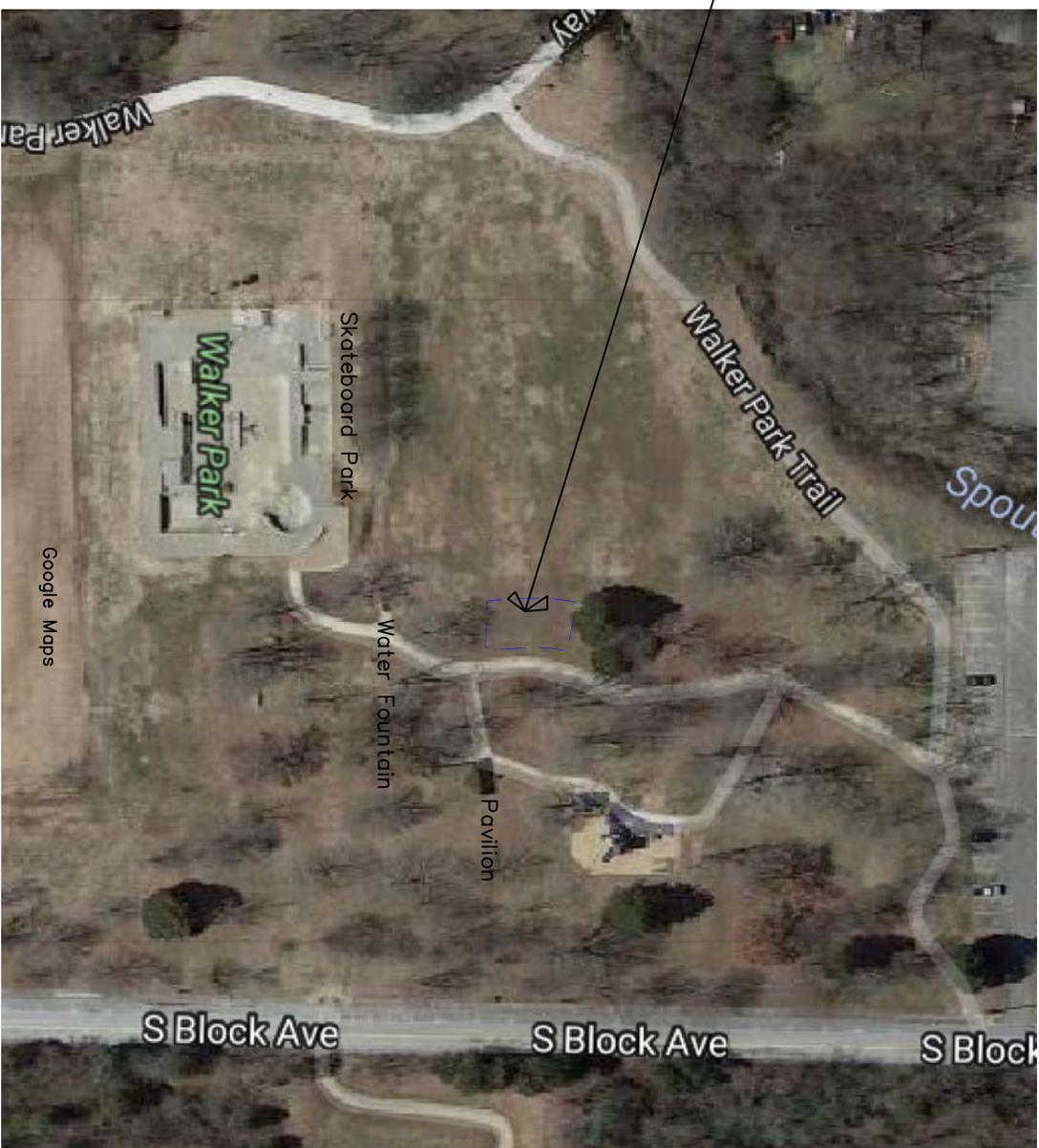
AUTHORIZED SIGNATURE _____

TITLE _____

DESIGN FLOW RATE FOR RECIRCULATING SYSTEM: _____ GPH

All-inclusive proposals shall be submitted no later than the deadline stated to the City of Fayetteville, Purchasing Office, Room 306, 113 West Mountain Street, Fayetteville, Arkansas, 72701 in a sealed envelope marked **"RFP 17-17 Walker Park Splashpad"**. Each bidder will be required to meet or exceed the specifications attached. **Any deviation shall be noted with specifications attached to bid proposal.** Questions related to the proposal process should be directed to Les McGaugh, City of Fayetteville Purchasing Division, (479) 575-8220, or by e-mail lmcgaugh@fayetteville-ar.gov.

Splash Pad Site



Google Maps

North ↑

Note sewer line running north south just east of this drawing.

Consider covered bench seating here

Future Entry Walk

Consider covered bench seating here

Existing Walk to Pavilion

Power Source

< To Parking Lot

Ex. Walk

Consider covered bench seating here

Explain how you will handle drainage in buffer area

6' minimum buffer

Design should consider access from future walk location and axis.

Design should consider access from existing walk location and axis.

Protect Tree During Construction

Protect Tree During Construction
No in ground trenching or boxes within drip line of trees.

18' Min.

Splash Pad Area

The splash pad should be designed to fit generally within this area.

4' max.

Approx 65' max

18' Min.

Existing Water Ftn

To Skateboard Park >

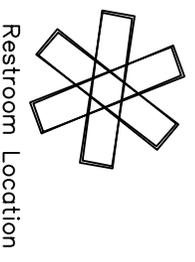
Show how drainage will be handled
Show location of all equipment
Show concrete surfaces that drain to splash pad and how other new surfaces drain.

Design should consider access from the west and future restroom location.

Attachment A – Sheet Two of Two RFP Walker Park Splash Pad Site Location Sheet

September 15, 2017

< North
Drawing Not To Scale



Proposal for
RFP 17-17

Walker Park Splashpad – Flow Through

December 12, 2017



Prepared By:



RJR Enterprises, LLC
Ron Brown, President
804 N. 42nd Street
Rogers, AR 72756
(479) 621-3939
ronbrown@nwarjr.com
www.rjrplay.com

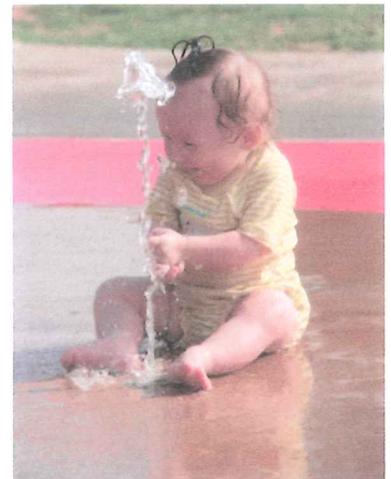


Discover. Explore. Play.

Power Play, LLC
Craig Hamelin, President
12804 S. Memorial Dr., Suite 114
Bixby, Oklahoma 74008
(918) 728-9978
chamelin@power-play.net
www.power-play.net



Vortex Aquatic Structures
Over 6,500 installations worldwide
1-877-5VORTEX
www.vortex-intl.com



PROPOSAL DOCUMENTS	SECTION 1
Executive Summary RFP Signature Page (Page 1 of RFP) Section C: Signature Submittal Page (Page 19 of RFP) Proposal Form #1 – Flow Through System – Page 1 (Page 20 of RFP) Proposal Form #1 – Flow Through System – Page 2 (Page 21 of RFP) Bid Bond Scope of Work	
TEAM INTRODUCTION	SECTION 2
Team Members Team Overview Resumes	
WALKER PARK SPLASHPAD	SECTION 3
Project Narrative 3D Color Rendering Splashpad Site Plan Design Overview Splashpad Equipment Plan Design Philosophy Water Feature Photos and Descriptions	
SPLASHPAD OPERATING SYSTEM	SECTION 4
Flow Through Splashpad Overview Water Management System	
QUALIFICATIONS	SECTION 5
RJR Enterprises: Project List, References Power Play: Project List, References	
CUSTOMER CARE PROGRAM	SECTION 6
Customer Care Program Certified Start Up and Training Program Vortex Industry Leading Warranties	
ADDITIONAL PROPOSAL REQUIREMENTS	SECTION 7
Section 10 – Items: a – h Consumer Product Safety Commission “Public” Playground Information	
ADDENDUM	SECTION 8
Additional Renderings (4 Views) Cut Sheets Why Vortex, Why RJR, Why Power Play Past Experiences – RJR & Power Play About McClelland Consulting Engineers, Inc.	
24x36 SPLASHPAD POSTER	SEPARATE

In response to the **CITY OF FAYETTEVILLE, ARKANSAS** Request for Proposal (RFP) RFP 17-17, RJR Enterprises, Inc. (RJR), Power Play, LLC (Power Play) and Vortex Aquatic Structures International (Vortex) propose herein to provide the design and construction for a new Splashpad at Walker Park.

The October 31, 2017 pre-proposal conference by our project team further enhanced our understanding of the project scope and provided insight into the project specifics to be included in our design effort.

Within our proposal, we further define the work and quality of materials to be provided, present our proposed Project Team for the work, present our plan and strategy for executing the project, and address the following project team capabilities and extensive experience we believe will benefit the **CITY OF FAYETTEVILLE** for completion of the Walker Park Splashpad.



OUR TEAM HAS THE REQUIRED TECHNICAL EXPERTISE

Our project team of RJR, Power Play and Vortex has worked together on more than 75 Splashpad projects. Working together as a team on this many projects has provided us the ability to develop a budget to maximize the amount of water features and provide the best Splashpad solution for the **CITY OF FAYETTEVILLE**. Power Play has completed more than 175 Splashpad projects and Vortex is the world leader in aquatic play solutions with over 6,500 completed projects. Communication and understanding of the expectations of the various participants in any project is key to the success of the project. Our team uniquely understands the project drivers and has the personnel and management tools to achieve a successful project.



*"We have the credentials the CITY OF FAYETTEVILLE is looking for.
We will perform in a cost effective and efficient manner.
The CITY OF FAYETTEVILLE will receive value for the money they spend."*

WE KNOW HOW TO DESIGN



Power Play has provided the design for the Walker Park Splashpad Project and has designed or consulted on hundreds of projects. Six (6) of our projects have been selected as "Dream Design" award winners by *Aquatics International*. Most recently, Long Branch Lagoon Aquatic Center in Dodge City, KS was selected as a 2017 award winner. Other "Dream Design" awards include Shawnee Splash Water Park in Shawnee, OK (2016), Parmele Park Splashpad in Moore, OK (2015), Central Park Splashpad in Skiatook, OK (2012), Bentley Park Splashpad in Bixby, OK (2011), and Crystal Beach Aquatic Center in Woodward, OK (2010). Our designs

offer colorful and dynamic water features which offer maximum play value, durability and safety. Selecting the appropriate features is one of the key elements to maximizing play. Your Vortex Splashpad is composed of three different activity bays (Toddler, Family and Action) that offer dynamic play areas containing products tailored to various ages and abilities.

*“A Vortex Splashpad experience is Universally Accessible.
We design play experiences for everyone,
of all AGES and ABILITIES.”*

WE KNOW HOW TO EXECUTE

Personnel, whom we propose for the project, are self motivated and experienced in successful on-schedule completion of Splashpad projects. We recognize that up-front coordination between the construction team and equipment suppliers is required to effectively execute and respond to critical project needs. Our goal is to complete the defined scope of work within the established budget and schedule presented in our proposal.



*“THE CITY OF FAYETTEVILLE will know where we are and where we are going.
We will complete the project on schedule and within budget.”*

WE DON'T COMPROMISE ON QUALITY



Vortex uses premium materials and adheres to the highest quality manufacturing standards. This ensures that products are reliable, durable and vandalism-resistant. Vortex is committed to providing customers with superior quality products. All Vortex Water Features are not only built to work, but they are built to last over time and sustain frequent use wear and tear, an essential combination when calculating your return on investment. Vortex products are designed to surpass all industry regulations for public water play areas and are conceived with extended play life and ongoing safety. As an advocate of injury free and safe playgrounds, Vortex is committed to meeting globally recognized safety standards for products.

*“We will not compromise when it comes to safe work practices or quality standards.
Therefore, we will exemplify the very best safety and quality standards
in the work we will do for you.”*



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 17-17, Walker Park Splash Pad

DEADLINE: Thursday, November 30, 2017 before 2:00:00 PM, local time

PRE-PROPOSAL CONFERENCE: Tuesday October 31, 2017 at 2:00 PM

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Monday Oct. 23, 2017 and Oct 30, 2017

REQUEST FOR PROPOSAL
RFP 17-17, Walker Park Splash Pad

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: RJR ENTERPRISES, INC.

Contact Person: RON BROWN Title: PRESIDENT

E-Mail: RONBROWN@NWA RJR.COM Phone: 479-621-3939

Business Address: 804 N 42ND STREET

City: ROGERS, AR 72756 State: AR Zip: 72756

Signature: Ronald Brown Date: 12/12/2017

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

- 1) NO KNOWN RELATIONSHIP EXISTS
- 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Corporate Name of Firm: RJR ENTERPRISES, INC
Primary Contact: RON BROWN Title of Primary Contact: PRESIDENT
Phone #1 (cell preferred): 479-621-3939 Phone #2: 479-936-1092
E-Mail Address: RONBROWN@NWARJR.COM

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1, 2, AND 3	 RONALD E BROWN	10/30, 11/09, AND 12/01

City of Fayetteville
RFP 17-17, Walker Park Splashpad
Proposal Form #1 – Flow-Through System – Page 1

Proposer's Name: RJR ENTERPRISES, INC.

The Proposer understands the City of Fayetteville reserves the right to reject any or all bids and to waive formalities deemed to be in the City's best interest.

Total price for this project shall include but not limited to: required bonds and insurance; labor cost; equipment, materials and supplies; concrete sub-base (if necessary) and concrete surfacing with installation; splashpad equipment and installation; proposed site furniture installation including shade structures; connecting ADA sidewalks; site restoration; shipping; and all applicable sales tax. In addition, the "Price per Proposal Specifications" is to include FOB to actual Walker Park project site in Fayetteville, AR and sales tax as regulated by the Arkansas Department of Finance Administration. Failure to meet this requirement could result in your proposal being rejected.

Brushed Concrete Play Deck / Bench or Seating
Pads / ADA Sidewalk Connections: \$ 22,600.00
Complete in place as proposed

Water Play Components / Spray Features: \$ 176,160.00
Complete in place as proposed

Site Furnishings (Benches, Seating, Tables, Etc.): \$ 7,000.00
Complete in place as proposed

Shade Structures: \$ 27,000.00
Complete in place as proposed

Plumbing Connections: \$ 35,626.00
Complete in place as proposed

Fencing: \$ 7,000.00
Complete in place as proposed

Mechanical Systems (Pumps, Tanks, Filtration
and Water Treatment Systems): \$ 89,960.00
Complete in place as proposed

Site Work / Restoration: \$ 4,500.00
Includes 4" depth topsoil, Bermuda sod

TOTAL PRICE PER PROPOSAL SPECIFICATIONS*: \$ 369,846.00

*Total Price per Proposal Specifications shall equal the sum of all line items provided above.

THIS FORM CONTINUES ON THE NEXT PAGE

City of Fayetteville
RFP 17-17, Walker Park Splashpad
Proposal Form #1 – Flow-Through System – Page 2

PROPOSER'S NAME RJR ENTERPRISES, INC.

CONTRACTOR'S LICENSE # 0093500418

CONTACT PERSON RON BROWN

TITLE PRESIDENT

ADDRESS 804 N 42ND STREET

ROGERS, AR 72756

TELEPHONE 479-621-3939 FAX 479-631-6579

EMAIL ADDRESS RONBROWN@NWA.RJR.COM

AUTHORIZED SIGNATURE 

TITLE PRESIDENT

DESIGN FLOW RATE FOR FLOW-THROUGH SYSTEM: 65-75 GPM 3,900-4,500 GPH

All-inclusive proposals shall be submitted no later than the deadline stated to the City of Fayetteville, Purchasing Office, Room 306, 113 West Mountain Street, Fayetteville, Arkansas, 72701 in a sealed envelope marked "RFP 17-XX Walker Park Splashpad". Each bidder will be required to meet or exceed the specifications attached. Any deviation shall be noted with specifications attached to bid proposal. Questions related to the proposal process should be directed to Les McGaugh, City of Fayetteville Purchasing Division, (479) 575-8220, or by e-mail lmcgaugh@fayetteville-ar.gov.



**City of Fayetteville
RFP 17-17, Walker Park Splashpad
Flow-Through System**

Scope of Work:

**Brushed Concrete Play Deck / Bench or Seating
Pads / ADA Sidewalk Connections:**

- Construction of a 3065-total square foot Flow-Through Spray Park.
- Spray Park deck integral colored concrete 2090 square feet Tan In Color.
- Spray Park Sidewalk 1900 SF gray concrete.

Water Play Components / Spray Features:

- Supply and install Vortex Features as per drawings.
- Supply and install water feature piping from Vault manifold to water features.

Site Furnishings (Benches, Seating, Tables, Etc.):

- Supply and install 2-ADA Tables, 3 Benches 2 Trash Receptacles.

Shade Structures:

- Supply and install 2- 11X11 Shade structures, one 17'X12' Pavilion added to rear of bathroom

Plumbing Connections:

Fencing:

Per Plans.

**Mechanical Systems (Pumps, Tanks, Filtration
and Water Treatment Systems):**

- Supply Utility hook up to water, Electrical and sewer lines (Bathroom)
- Supply and install Vault with Controller and Manifold,
- Supply and install 17"X10' Cortez modular Bathroom.
- Start-up, programming and operator training by manufacturer's representative.

Site Work / Restoration:

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we RJR Enterprises, Inc.

804 North 42nd Street Rogers, Arkansas 72756

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fayetteville

City Administration Building Room 306, 113 West Mountain, Fayetteville, Arkansas 72701

as Obligee, hereinafter called the Obligee, in the sum of

5% Percent of the Bid Amount, Dollars (\$ 5% amount of Bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: RFP 17-17, Walker Splash Pad

Bid Date: 12/13/2017

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of December, 2017.

RJR Enterprises, LLC

Witness

Title

(Seal)

Granite Re, Inc.



Attorney in Fact Christine Piker

(Seal)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ROLAND JULIAN; BRAD BRIDGERS; TERRI STUART; ESTHER MCBEE; CHRISTINE PIKER; DIANA BALL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

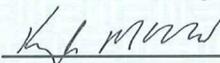
ROLAND JULIAN; BRAD BRIDGERS; TERRI STUART; ESTHER MCBEE; CHRISTINE PIKER; DIANA BALL may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





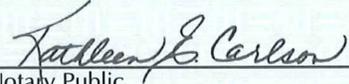
Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Notary Public

GRANITE RE, INC.
Certificate

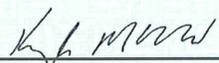
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

13TH day of DECEMBER, 2017.





Kyle P. McDonald, Secretary/Treasurer



City of Fayetteville, AR Walker Park Splashpad

TEAM MEMBERS

For the Walker Park Splashpad Project, our team consists of RJR Enterprises, Power Play, and Vortex Aquatic Structures. This team has partnered together on more than 75 Splashpad projects. Contact information and project responsibilities for the team are listed below.



CONTACT INFORMATION

RJR Enterprises, Inc.
Ron Brown, President
804 N. 42nd Street
Rogers, AR 72756
(479) 621-3939
ronbrown@nwarjr.com

RESPONSIBILITY

- General Contractor
- Installer



CONTACT INFORMATION

Power Play, LLC
Craig Hamelin, President
12804 S. Memorial Dr., Suite 114
Bixby, OK 74008
(918) 728-9978
chamelin@power-play.net

RESPONSIBILITY

- Design & Sales Consultant
- Splashpad Equipment Supplier
- Customer Service
- Technical Support



CONTACT INFORMATION

Vortex Aquatic Structures
2605 Sagebrush Dr., Suite 208
Flower Mound, TX 75028
1 (877) 586-7839

Jacob Sibayan, Field Service Tech
Hillsboro, KS 67063
(951) 296-8828

RESPONSIBILITY

- Splashpad Equipment Manufacturer
- Customer Service
- Technical Support



CONTACT INFORMATION

McClelland Consulting Engineers, Inc.
Fayetteville &
Little Rock Locations

RESPONSIBILITY

- Professional Engineering Services (as needed)



TEAM OVERVIEW

ABOUT RJR ENTERPRISES

RJR has been in business for more than 30 years. We started out as a general contractor building homes in the Northwest Arkansas area and eventually expanded to the construction of many civic and commercial buildings including schools, hospitals, Wal-Mart stores, and daycare facilities. RJR has **constructed more than 75 Splashpads** in Oklahoma, Arkansas, Kansas, Missouri, and Louisiana and is a Certified Vortex installer. Between the construction managers and superintendents, RJR has over **90 years of experience** in all types of construction disciplines. Our broad base of construction knowledge allows us to assume total project responsibility and timely project completion at a lower cost.

ABOUT POWER PLAY

Power Play, LLC provides consulting and Splashpad design services, and is a distributor of commercial grade park and recreation equipment. Understanding our customer's objectives is what truly sets Power Play apart. From **consultation** and **site evaluation**, through **design support**, **installation**, **training and long term customer care**, our team of experts will work with you to ensure your **complete satisfaction** and **successful project**. With more than **16 years experience** in the Aquatic Play Industry and **175 completed Splashpad** projects, Power Play is a proven partner that will bring a wealth of product knowledge and an in-depth understanding of the aquatic playground industry to ensure a successful project.

We take pride in the **customer service** we provide. We will be your primary contact long after the project is completed and will be available at any time to answer questions. We **stock many standard parts** in our warehouse and have a local technician.

Power Play has designed hundreds of Splashpads or Spray Parks and **six (6) of our projects have been selected as "Dream Design" award winners by Aquatics International magazine**. Most recently, Long Branch Lagoon Aquatic Center in Dodge City, KS was selected as a 2017 award winner. Other "Dream Design" awards include Shawnee Splash Water Park in Shawnee, OK, Parmele Park Splashpad in Moore, OK (2015), Central Park Splashpad in Skiatook, OK (2012), Bentley Park Splashpad in Bixby, OK (2011), and Crystal Beach Aquatic Center in Woodward, OK (2010).

ABOUT VORTEX

With more than **22 years of experience (1995 – 2017)** in manufacturing interactive aquatic play equipment for children of all ages and abilities, Vortex Aquatic Structures is the **world leader** in Splashpad development, deployment and evolution. Vortex has **more than 6,500 Splashpad installations** worldwide, **innovative products** that adhere to **strict quality and safety standards**, a state of the art manufacturing facility, engineering department and the **industry's strongest sales and customer service network**.

RESUMES OF KEY PERSONNEL

For the Walker Park Splashpad Project, enclosed are resumes for the key personnel on our project team.

Name: **Ron Brown**

Title: **President**

Company: **RJR Enterprises, Inc.**

Years Experience: **37**

With this firm **31** Other firms **6**

Education: Degree(s)/Year/Specialization: **90+ hours from Phillips University, Enid, OK / 1975 – 1979 / Finance Major**

Current Registration(s): **CPSI, National Institute of Playground Installers, Contractors Licenses State of Arkansas**

Other Experience & Qualifications relevant to the proposed project: **RJR has completed the construction of more than 85 Splashpad projects.**

Name: **Larry Brown**

Title: **Project Manager**

Company: **RJR Enterprises, Inc.**

Years Experience: **32**

With this firm **17** Other firms **15**

Education: Degree(s)/Year/Specialization: **High School Graduate / 1977**

Current Registration(s): **CPSI**

Other Experience & Qualifications relevant to the proposed project: **RJR has completed the construction of more than 85 Splashpad projects.**

RESUMES OF KEY PERSONNEL

For the Walker Park Splashpad Project, enclosed are resumes for the key personnel on our project team.

Name: **Scott Brown**

Title: **Project Superintendent**

Company: **RJR Enterprises, Inc.**

Years Experience: **17**

With this firm **11** Other firms **6**

Education: Degree(s)/Year/Specialization: **High School Graduate**

Current Registration(s): **CPSI**

Other Experience & Qualifications relevant to the proposed project: **RJR has completed the construction of more than 85 Splashpad projects.**

Name: **Craig Hamelin**

Title: **Design & Sales Consultant, Splashpad Equipment Supplier, Customer Service**

Company: **Power Play, LLC**

Years Experience: **16**

With this firm **11** Other firms **5**

Education: Degree(s)/Year/Specialization: **Bachelor of Science – Rensselaer Polytechnic Institute / 1995 / Management**

Other Experience & Qualifications relevant to the proposed project: **Craig worked for Vortex Aquatic Structures as a Sales Manager from 2001 – 2005. During this time, he oversaw Vortex sales representatives in the US and Canada and assisted them with sales and proposals. In 2005, Craig started Power Play and became a Vortex sales representative. He has 16 years experience in the aquatic playground industry and brings a wealth of product and technical knowledge. He has designed more than hundreds of Splashpads and provides consultation, project management and customer service support.**

PROJECT NARRATIVE

This proposal is for a flow through Splashpad at Walker Park. Our project team attended the pre-bid meeting and visited the project location on Tuesday, October 31, 2017. Based on the pre-bid meeting and site visit, we have prepared a design that will maximize the existing space available while creating a fun and exciting focal point for the park. The Splashpad Site Plan and Equipment Layout provide details on how the Splashpad will be incorporated into the existing location along with dimensions and spray zones for the equipment.

The following documents, included in this section, present our design for a flow through Splashpad at Walker Park:

- 3D Color Rendering (additional Renderings in Addendum)
- Splashpad Site Plan
- Design Overview
- Splashpad Equipment Plan
- Design Philosophy
- Water Feature Photos and Descriptions



FLOW THROUGH DESIGN

Vortex Splashpads are accessible to everyone and offer inclusive play. Also known as Universal Play or Universal Accessibility (UA), Inclusive Play Design is the framework of every Splashpad. The Walker Park Splashpad flow through design we are proposing offers colorful and dynamic water features which offer maximum play value, durability and safety. Selecting the appropriate features is one of the key elements to maximizing play.

Your Vortex Splashpad is composed of three different activity bays (Toddler, Family and Action) that offer dynamic play areas containing products tailored to various ages and abilities. The Toddler Bay contains gentle Jet Streams and a toddler height Snail and Frog perfect for the little ones. Kids love to rotate the Snail and Frog and spray other kids in the area. The Family Bay features a tall Daisy Flower with water falling from its petals, three (3) misting Spray Loops and two (2) 4-jet Water Tunnels creating a group of features perfect for kids to run through and duck under like a fun obstacle course. The Action Bay has the exciting Super Splash as the focal point and also contains two Water Cannons, a dumping Flower, and an interactive Bloom that allows kids to spin the feature and create a spiraling water effect. From toddlers to teenagers this Splashpad has something for all ages. It will provide fun and excitement and keep kids active by moving throughout the bays.

As part of this design, our proposal includes two (2) 11x11 shades, two (2) picnic tables, two (2) trash receptacles and three (3) benches for seating around the Splashpad.

Information regarding the Splashpad Activator and sequencing is provided in Section 4, Splashpad Operating System.



Vortex color options, materials, safety standards, and additional information is provided in the Addendum Section under Why Vortex.

OPERATING COSTS & GPM

Determining the exact operating costs is challenging because it's based on actual usage of the Splashpad and the actual operating hours determined by the City of Fayetteville. Based on our experience, we use the following as a guide to determine approximate operating cost:

Estimated gallons per minute (GPM) for this flow through Splashpad design is 65-75 GPM

Gallons per hour: 65 x 60 minutes = 3,900 per hour

Estimated average use 6 hours / day: 3,900 x 6 hours = 23,400 per day

Operating Season: Approximately 3-4 months

The City of Fayetteville can then use the \$ amount it pays for water to determine an approximate cost.

We recommend using 6 hours per day as an average, however, some days it may be lower (2-3) hours per day and some days it may be higher (8-9) hours per day. The City of Fayetteville can determine the hours of operation to the public and our technician will train your staff and set these hours during our Start-up and Training session. Spray sequence programs can be modified by decreasing or increasing GPM.

SPLASHPAD FEATURES AND MAINTENANCE

Cut Sheets for all of the Splashpad features are provided in the Addendum Section. Each cut sheet contains the Product Name, Item Number, Gallons per Minute, Flow, Spray Zone, Product Highlights, Exclusive Vortex Technologies associated with the feature and an Image of the water feature.

Your project is a long-term investment and you should expect a lasting commitment from your chosen partners. When you buy a Vortex Splashpad, we enter into a long-term partnership that provides you with continuing customer support, training for existing and new staff, certification programs, upgrades, and on-site support. Power Play will be your point of contact for any maintenance and servicing needs. More information regarding our Customer Care Program and Vortex industry-leading warranties is located in Section 7, Customer Care Program.

*"We are committed to our Customers which has resulted
in repeat business and multiple Splashpad and Poolplay projects
with more than 27 different Cities.
(See Addendum – Why Power Play)*



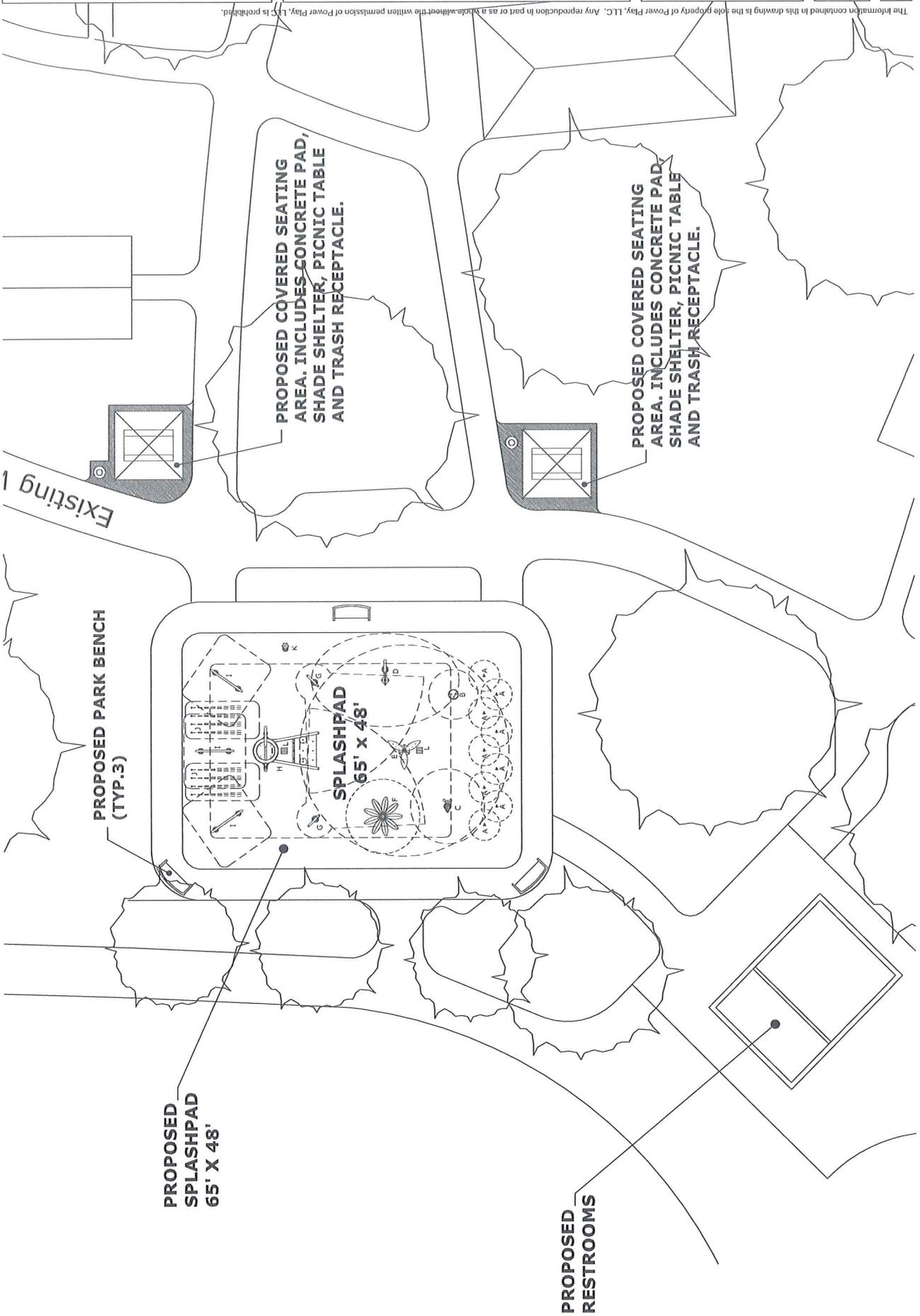
Walker Park Splashpad – Flow Through – View A

Fayetteville, AR



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**PROPOSED
 SPLASHPAD
 65' X 48'**

**PROPOSED PARK BENCH
 (TYP.3)**

**PROPOSED COVERED SEATING
 AREA. INCLUDES CONCRETE PAD,
 SHADE SHELTER, PICNIC TABLE
 AND TRASH RECEPTACLE.**

**PROPOSED COVERED SEATING
 AREA. INCLUDES CONCRETE PAD,
 SHADE SHELTER, PICNIC TABLE
 AND TRASH RECEPTACLE.**

**PROPOSED
 RESTROOMS**

Existing 1



3,065 sq ft of total Splashpad area

A balanced Splashpad design for toddlers to teenagers
Defined age based play areas with age appropriate play products

11 above ground features

17 ground spray features)

User Activated

7 action reaction water features

Interchangeable and removable water features

Water conserving predefined spray sequences

Proposal includes the following Site Furnishings:
2 – 11x11 Shade Structures, 2 Picnic Tables,
2 Trash Receptacles and 3 Benches

VORTEX QUALITY STANDARDS

Splashpad equipment complies to ASTM F2461-09 - Standard practice for Manufacture, Construction, Operation and Maintenance of Aquatic Play Equipment

Stainless Steel Structures & Anchoring Systems

Stainless Steel & Brass Spray Heads and Nozzles

Factory assembled and tested water distribution system

Factory assembled and tested operating system

UL Listed Splashpad System Controller with user-friendly interface

Easy on-site spray sequence modification (PC or laptop NOT required)

Tamper-resistant components and maintenance tools

Toe guard systems that keep little toes safe

Industry leading warranties



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GENERAL NOTES:

THIS DRAWING IS CONCEPTUAL AND IS TO BE USED AS A GUIDELINE, AND NOT AS ACTUAL CONSTRUCTION PLANS UNLESS APPROVED BY THE OWNER AND/OR THE OWNER'S CONSULTANT.

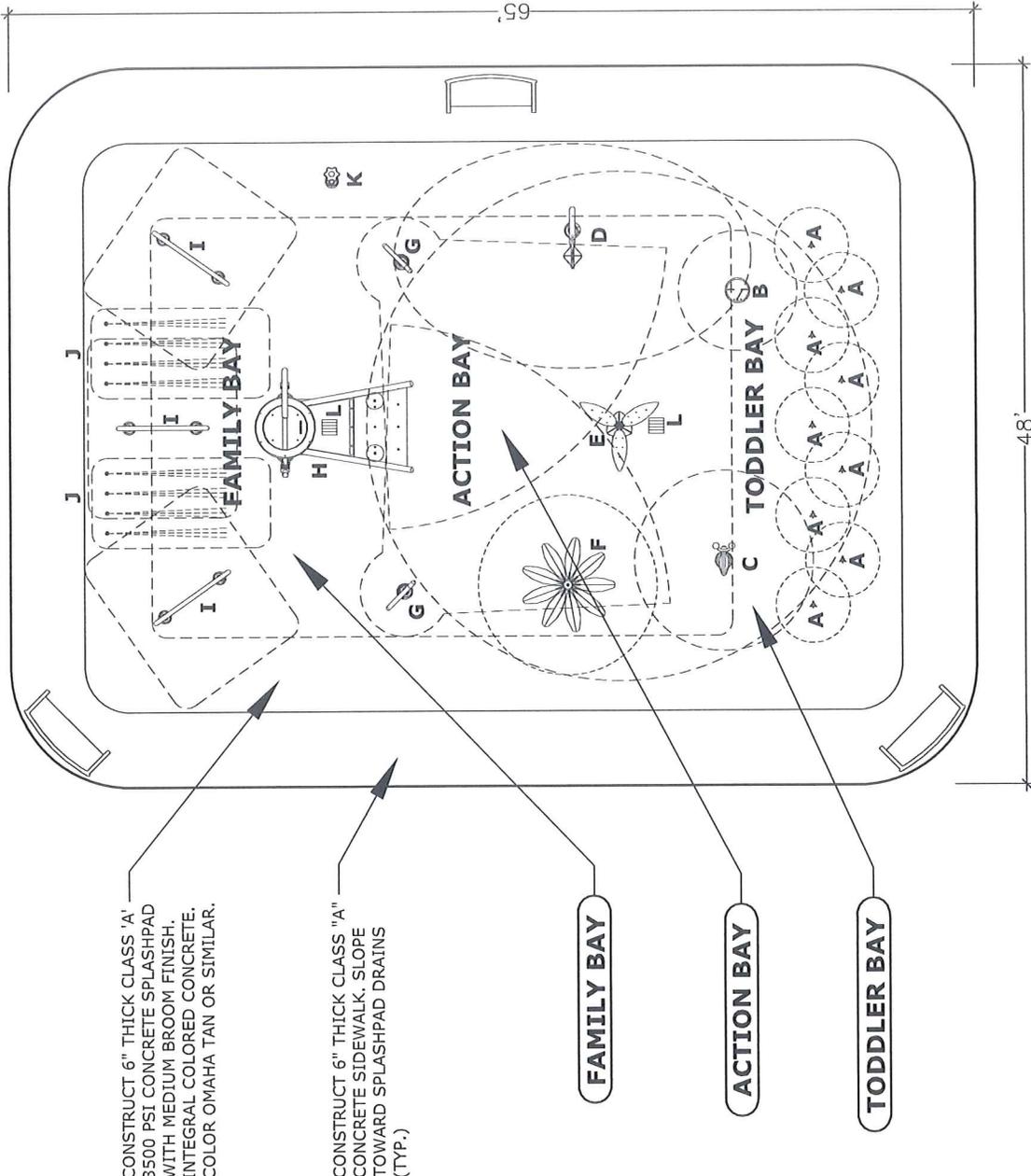
PRODUCT INFORMATION:

SPLASHPAD EQUIPMENT BY
 VORTEX AQUATIC STRUCTURES
 CONTACT LOCAL REPRESENTATIVE
 POWER PLAY, LLC
 12804 S. MEMORIAL DRIVE
 SUITE 114
 BIXBY, OK 74008
 TEL (918) 728-9978
 INFO@POWER-PLAY.NET

TOTAL SPLASHPAD AREA: 3,065 SF

SPLASHPAD EQUIPMENT SCHEDULE:

ITEM	DESCRIPTION	QTY	GPM
A	JET STREAM No1 (EM) VOR-7512	9	22.5
B	FROG No2 (SW, PC) VOR-7201	1	4
C	SNAIL No4 (SW, PC) VOR-7217	1	6.5
D	FLOWER No7 (SW, PC) VOR-7559	1	4
E	BLOOM No1 (SW, PC) VOR-7486	1	8.5
F	FLOWER (SW, PC) VOR-0564	1	25
G	TUBE CANNON No1 (SW, PC) VOR-0220	2	8
H	SUPER SPLASH No2 (SW, PC) VOR-0130	1	32
I	SPRAY LOOP (SW, PC) VOR-0519	3	22.5
J	WATER TUNNEL No2 (EM, LFN) VOR-0309	2	20
K	ACTIVATOR No1 (SW, PC) VOR-0612	1	N/A
L	DECK DRAIN VOR-1000	2	N/A



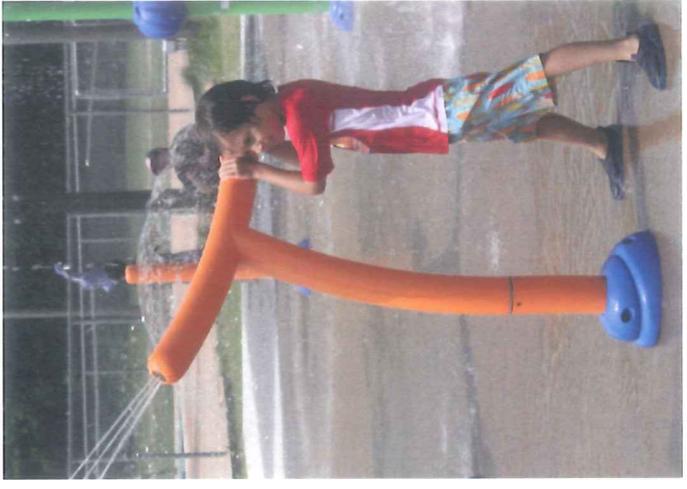
CONSTRUCT 6" THICK CLASS 'A' 3500 PSI CONCRETE SPLASHPAD WITH MEDIUM BROOM FINISH. INTEGRAL COLORED CONCRETE, COLOR OMAHA TAN OR SIMILAR.

CONSTRUCT 6" THICK CLASS "A" CONCRETE SIDEWALK. SLOPE TOWARD SPLASHPAD DRAINS (TYP.)

FAMILY BAY

ACTION BAY

TODDLER BAY



Toddler Bay
A friendly area created specifically for the little ones.

Welcome all Toddlers! Created specifically for the little ones, the Toddler Bay is a source of fun, fascination and discovery.



Action Bay
A high energy group play area for the more adventurous.

For the more adventurous, venture further and children will uncover an engaging game-oriented play area designed for fun, healthy competition and a serious soaking.



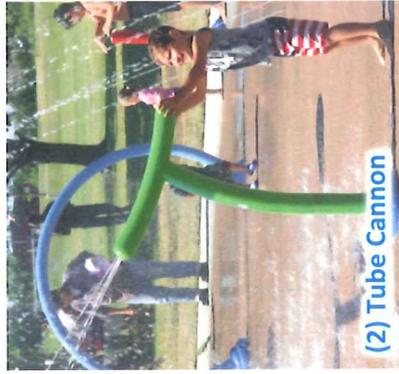
Family Bay
An exhilarating world of fun and exploration.

The journey continues in the Family Bay. With refreshing and fun features, this area is appropriate for all age groups.



WALKER PAPER SPLASHPAD

WATER FEATURE PHOTOS AND DESCRIPTIONS



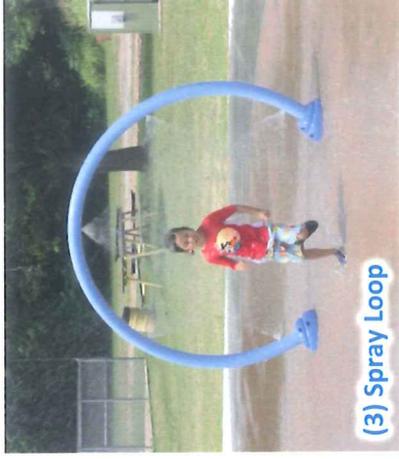
(2) Tube Cannon

The Tube Cannon can rotate to aim the spray higher, lower and in a full circle. Perfect for high energy areas of the Splashpad.



Bloom No1

Play with or dodge the twirling water streams of the interactive Bloom with a rotating Sphere. Water also spirals on its own.



(3) Spray Loop

The Spray Loop provides a thorough multi-directional soaking. Whether kids race through quickly or stand still to enjoy the mist, spray loops are uniquely refreshing.



Super Splash No2

A huge bucket fills to the tipping point and then dumps water onto the rooftop soaking everyone underneath. Kids gather underneath the roof top watching and waiting for the Super Splash to go!



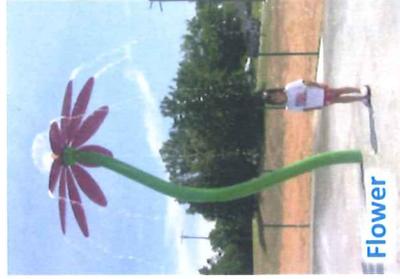
Frog No2

The toddler height Frog has 3 jets with a gentle water effect. Kids love to rotate the frog and spray other little ones in the area.



(9) Jet Stream

A concentrated jet of water sprays up in a sleek Jet Stream, making an impressive show when arranged with other jet streams in a sequence.



Flower

The Flower encourages imaginative and immersive play and creates visual interest as water falls on the petals.



(2) Water Tunnel No2

This water feature promotes teamwork and cause-and-effect learning. The jets erupt higher as kids work together to cover them. Or kids just love to streak under the water tunnel of jets trying not to get wet.



Snail No4

Pressing on the Podsprays™ on the shell will amplify the mouth's water effects. Kids also love the gentle laminar water effect and added play value when rotating this interactive Snail.



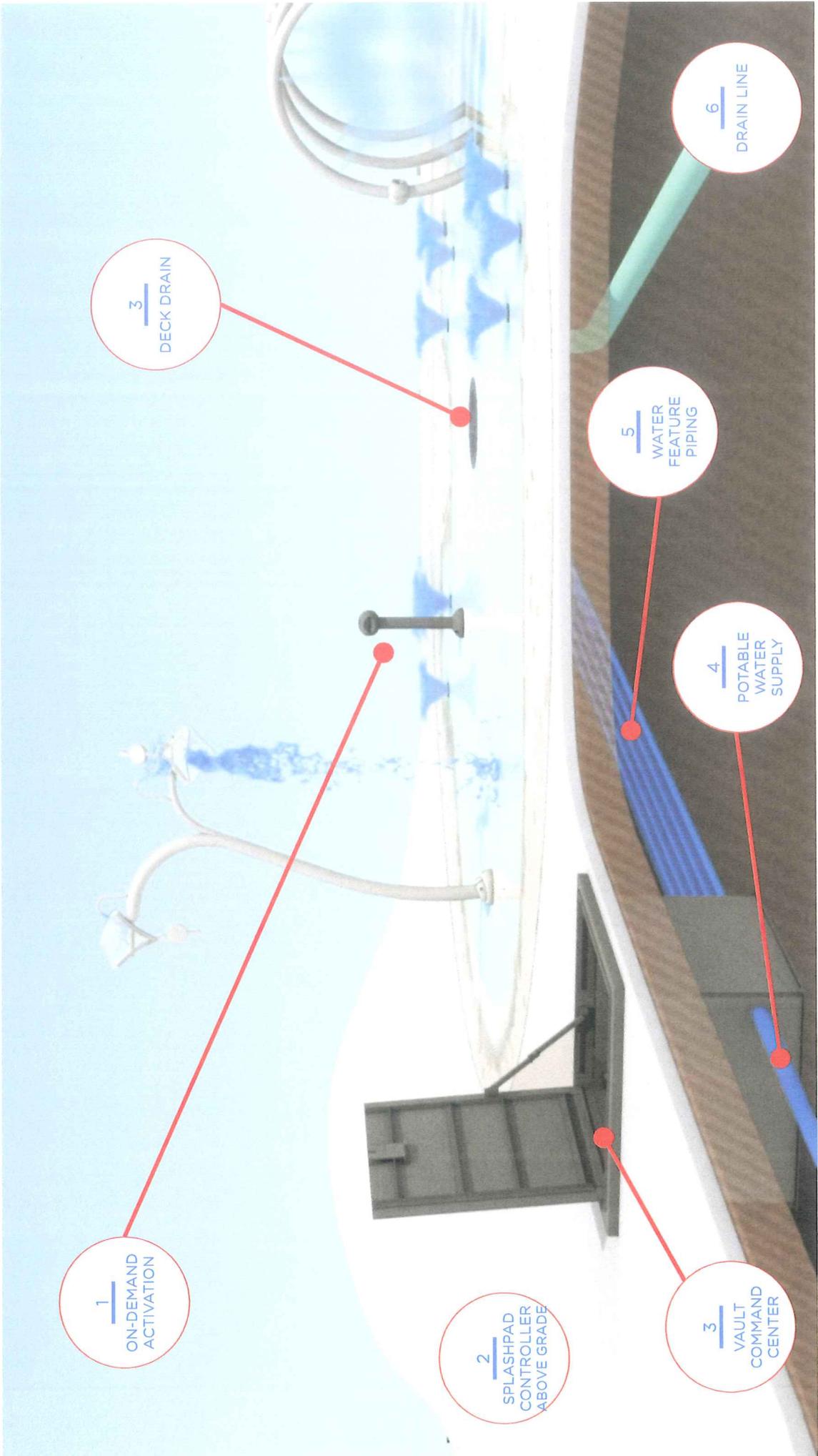
Flower No7

This dumping flower provides fun as the translucent bloom fills to the tipping point and then spills.



Activator No1

Kids touch the impact resistant activation cap to launch a variety of spray sequences throughout the Splashpad.



1
ON-DEMAND
ACTIVATION

3
DECK DRAIN

2
SPLASHPAD
CONTROLLER
ABOVE GRADE

3
VAULT
COMMAND
CENTER

5
WATER
FEATURE
PIPING

4
POTABLE
WATER
SUPPLY

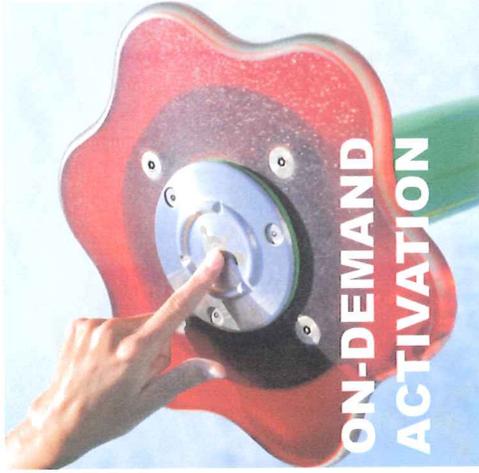
6
DRAIN LINE



FLOW-THROUGH SPLASHPAD

WATER MANAGEMENT SYSTEM

Vortex water management solutions feature Smartflow™ technology. This technology comprises of control systems that orchestrate water flow to play products based on sequences and timing, high efficiency nozzles that maintain fun while optimizing water usage, and on-demand activators that ensure that water is only flowing when the products are in use. Together these elements combine to provide an efficient, eco-sensitive solution.



- ❖ On demand system minimizes water waste
- ❖ Easy to use
- ❖ Robust construction
- ❖ Easy operation

THE "FUN FACTOR"

Vortex's Splashpad Activator allows users to initiate the play products with a touch of a hand. Sequencing determines the number of events activated at any given time, promoting interactivity, anticipation, surprise, and movement throughout the Splashpad. These elements are key to ensuring the longevity of the Splashpads "Fun Factor". Once the sequence has completed its cycle, the user must reactivate the Splashpad. New spray sequences can be easily reprogrammed onsite to keep your Vortex Splashpad experience unique over time. The activation bollard also aids in controlling water consumption by ensuring water is only flowing when kids are at play during the hours of operation.

SMART-FLOW CONTROLLER

At the heart of the Water Management System is the Splashpad System Controller which provides critical operator interface with the Splashpad.

SmartFlow System Controller

Designed for efficient Flow-Through Splashpad water consumption while maximizing Play Value, the SmartFlow™ controller incorporates unique system logic that allows it to generate sequences predefined by the operator or at random. The controller understands the type of Play Product that a sequence is being requested for, and automatically selects optimal durations to maximize Play Value. In addition, predefined sequences can be easy re-programmed on site.

KEY FEATURES:

- ❖ User friendly graphic touch pad interface
- ❖ Unique system logic allows for operator predefined and/or random spray sequences.
- ❖ Easy on-site spray sequence modification.
- ❖ Soft start/stop transitions within spray sequences minimizes water hammering.
- ❖ Over Current/Short Circuit protection device on individual output circuits.
- ❖ Factory installed couplings and quick-disconnect cables.
- ❖ 24 hour/7 day user programmable time switch.
- ❖ Water feature specific activation capable.
- ❖ Housed in a corrosion resistant NEMA 4X enclosure.
- ❖ Valves are factory-wired to Controller or junction box if Controller is remotely located.
- ❖ Rain diverter function capability.





2

SPLASHPAD
CONTROLLER
ABOVE
GRADE

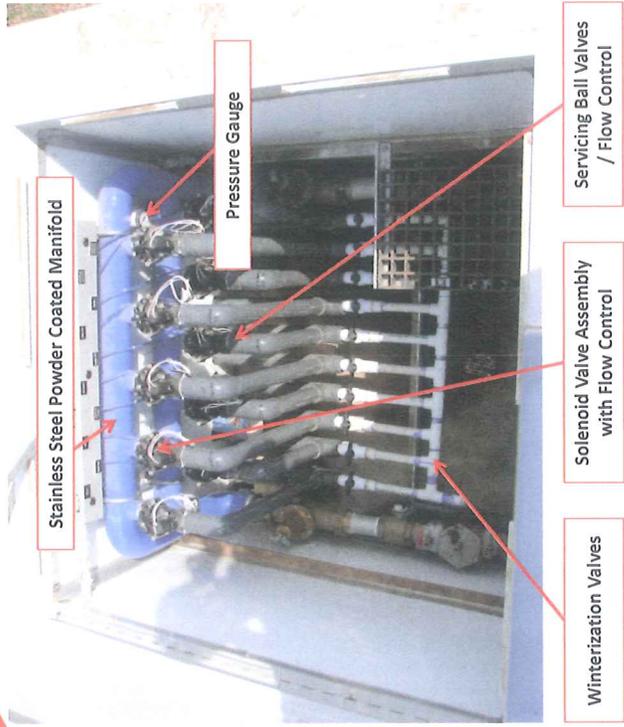
1

VAULT
COMMAND
CENTER

The Vortex Vault Command Center is designed to offer a complete self-contained system. This option offers the flexibility of having the controls of your Splashpad conveniently located to accommodate utility connections. It's 3ft deep and integrated drain valves **provide a natural low point for an easy winterizing procedure**. The enclosure is constructed of a reinforced aluminum frame and lockable access hatch suitable for use in public spaces. For equipment servicing, an integrated corrosion resistant step down pedestal/seat is included. The solenoid valves are factory-wired to the controller or junction box when remotely located.

Features:

- ❖ Electrical wiring, conduits, piping, valves & fittings are factory assembled with care & detail by Vortex
- ❖ Stainless steel powder coated water distribution manifold
- ❖ Integrate flow control valves
- ❖ Lockable access hatches
- ❖ Electrical connections are watertight to resist corrosion.
- ❖ Integrated drain valves for an easy winterization procedure
- ❖ Equipped with pedestal seat for safe & easy maintenance



Stainless Steel Powder Coated Manifold

Pressure Gauge

Winterization Valves

Solenoid Valve Assembly
with Flow Control

Servicing Ball Valves
/ Flow Control



FLOW-THROUGH VAULT COMMAND CENTER

RJR ENTERPRISES

RJR ENTERPRISES, INC

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SPLASHPAD PROJECTS

CITY / OWNER	PROJECT NAME	PROJECT TYPE	DATE COMPLETED
City of Ada	Wintersmith Park	Splashpad	2009
City of Ada	Glenwood Park	Splashpad	2009
City of Alexandria	Cheatham Park	Splashpad	2009
City of Alexandria	City Park	Splashpad	2009
City of Alexandria	Harmon Park	Splashpad	2009
Town of Ames	City Park	Splashpad	2014
City of Ardmore	Central Park	Splashpad	2006
City of Ardmore	Broadlawn Park	Splashpad	2008
City of Ardmore	Whittington Park	Splashpad	2008
City of Bartlesville	Sooner Park	Splashpad	2009
City of Belleville	City Park	Splashpad	2016
City of Benton	Tyndall Park	Splashpad	2013
City of Bixby	Bentley Park	Splashpad	2010
City of Blackwell	Memorial Park	Splashpad	2011
City of Blanchard	Lions Park	Splashpad	2010
City of Broken Arrow	Camino Villa Park	Splashpad	2006
City of Broken Arrow	Jackson Park	Splashpad	2013
Bayou Vista	LA State Parks	Splashpad	2007
City of Camden	City Park	Splashpad	2017
City of Cave City	City Park	Splashpad	2015
City of Carlisle	City Park	Splashpad	2014
City of Catoosa	City Park	Splashpad	2015
City of Chickasha	Shannon Springs Park	Splashpad	2008
City of Chickasha	Washita Valley Park	Splashpad	2008
Chicot State Park	State Parks LA	Splashpad	2012
City of Choctaw	Bouse Park	Splashpad	2008
City of Choctaw	Team Tinker Park	Splashpad	2008
City of Comanche	Kinder Park	Splashpad	2013
City of Duncan	Douglass Park	Splashpad	2014
City of Durant	Keithley Park	Splashpad	2013
Educare of Oklahoma City	Oklahoma City	Splashpad	2009
City of Ellinwood, KS	City Park	Splashpad	2016
City of El Reno	Legion Park	Splashpad	2011
City of Enid	Gore Park	Splashpad	2007
City of Enid	Hoover Park	Splashpad	2010
City of Enid	Champion Park	Splashpad	2012

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Town of Gore	Ray Fine Park	Splashpad	2015
City of Grove	Rotary Park	Splashpad	2009
City of Henderson, TX	City Park	Splashpad	2009
City of Holly Springs	City Park	Splashpad	2013
City of Hominy	City Park	Splashpad	2013
City of Hulbert	City Park	Splashpad	2015
City of Idabel	City Park	Splashpad	2015
City of Lee's Summit	Miller J Fields Park	Splashpad	2015
City of Maize	City Park	Splashpad	2016
City of Mannford	City Park	Splashpad	2014
City of Marlow	Redbud Park	Splashpad	2015
City of Moore	Fairmoore Park	Splashpad	2017
City of Moore	Apple Valley Park	Splashpad	2008
City of Moore	Little River Park	Splashpad	2017
City of Muldrow	City Park	Splashpad	2011
City of Muskogee	Honor Heights Park	Splashpad	2006
City of Muskogee	Rotary Park	Splashpad	2012
City of Muskogee	Beckman Park	Splashpad	2013
City of Norman	Colonial Estates	Splashpad	2009
Oaklawn Improvement District	Idlewild Park	Splashpad	2016
Oklahoma Tourism & Recreation	Lake Wister State Park	Splashpad	2007
City of Osceola	Irma Belcher Park	Splashpad	2015
City of Owasso	Rayola Park	Splashpad	2016
City of Perkins	OK Territorial Plaza Park	Splashpad	2008
City of Perryville	City Park	Splashpad	2016
City of Ponca City	War Memorial Park	Splashpad	2011
City of Ponca City	Veteran's Plaza	Splashpad	2015
City of Pryor	Whitaker Park	Splashpad	2016
St. Bernard State Park	LA State Park	Splashpad	2013
City of Sand Springs	River City Park	Splashpad	2015
City of Sand Springs	Pratt Civitan Park	Splashpad	2015
City of Seminole	Municipal Park	Splashpad	2007
City of Seminole	Municipal Park Phase 2	Splashpad	2013
Shangri-La Resort	Resort Pool	Poolplay / Splashpad	2017
City of Sheridan	City Park	Splashpad	2017
City Springdale, AR	Northwest Park	Splashpad	2016
City of Sulphur	City Park	Splashpad	2014
City of Stigler	Cross Communication Park	Splashpad	2006
City of Stillwater	Boomer Lake	Splashpad	2016
City of Stillwater	Southern Woods Park	Splashpad	2016

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Tonkawa Tribe of Oklahoma	City Park	Splashpad	2016
City of Vinita	South Park	Splashpad	2015
City of Warner	Rogers Park	Splashpad	2015
City of Wewoka	Lane's World	Splashpad	2016
City of Yukon	Sunrise Park	Splashpad	2014
Cunningham Recreation	New Hanover, SC	Splashpad	2016
Cunningham Recreation	Crooked Creek Park	Splashpad	2017
Cunningham Recreation	Ahoskie, SC	Splashpad	2017
Spring Creek HOA, Broken Arrow	Neighborhood Park	Splashpad	2014
Whiteman AFB, MO	Whiteman AFB Splashpad	Splashpad	2014
Wyandotte Nation	City Park	Splashpad	2014



RJR Enterprises

References

Mike Grant, Public Works Director
City of Seminole
(405) 919-3452

Jason McPherson, City Manager
City of Marlow
(580) 658-5401

David Taylor, City Manager
City of Muldrow
(918) 699-3047

Donnie Dunn, Director
City of Watonga Parks & Recreation
(580) 623-0134

Mitch Miles, Park Planner
City of Norman Parks & Recreation
(405) 366-5475

Chris Wittenbach, City Planner
City of Blanchard
(405) 485-9392

John Eckart, Director of Parks & Recreation
City of Little Rock
(501) 371-4770

Jim Scott, Manager of Parks & Recreation
City of Stillwater
(405) 533-8505

Jim Crosby, ASLA
Planning Design Group
(918) 628-1255

Debbie Bottoroff, Assistant City Manager
City of Grove
(918) 786-8798

Mark Wilkerson, Director
City of Muskogee Parks & Recreation
(918) 684-6302

David Robertson, Park Manager
Lake Wister State Park, Wister, OK
(918) 655-7756

POWER PLAY



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PROJECT LIST

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CITY / OWNER	PROJECT NAME	PROJECT TYPE	COMPLETED
City of Ada	Wintersmith Park	Splashpad	2009
City of Ada	Glenwood Park	Splashpad	2009
City of Ada	Wintersmith Park Pool	Poolplay	2016
City of Ada	Glenwood Park Pool	Poolplay	2016
Town of Ames	City Park	Splashpad	2014
City of Antlers	City Park	Splashpad	2017
City of Ardmore	Central Park	Splashpad	2006
City of Ardmore	Broadlawn Park	Splashpad	2008
City of Ardmore	Whittington	Splashpad	2008
City of Bartlesville	Sooner Park	Splashpad	2009
City of Bartlesville	Frontier Pool	Splashpad & Poolplay	2010
City of Belleville	City Park	Splashpad	2016
City of Belleville	City Pool	Poolplay	2016
City of Benton	Tyndall Park	Splashpad	2013
City of Benton	Riverside Park Pool	Poolplay	2016
City of Bixby	Bentley Park	Splashpad	2010
City of Blackwell	Memorial Park	Splashpad	2012
City of Blanchard	Lions Park	Splashpad	2010
City of Broken Arrow	Camino Villa Park	Splashpad	2006
City of Broken Arrow	Jackson Park	Splashpad	2013
City of Burlington	Parmer Park	Splashpad	2012
City of Camden	Carnes Park	Splashpad	2016
City of Carlisle	City Park	Splashpad	2014
City of Catoosa	City Park	Splashpad	2015
City of Cave City	City Park	Splashpad	2015
City of Checotah	City Park	Splashpad	2017
City of Chickasha	Shannon Springs Park	Splashpad	2008
City of Chickasha	Washita Valley Park	Splashpad	2008
City of Choctaw	Bouse Park	Splashpad	2008
City of Choctaw	Team Tinker Park	Splashpad	2008
City of Claremore	Claremore Lake	Splashpad	2016
City of Claremore	Will Rogers Park	Splashpad	2013
City of Clarksville	Clarksville Aquatic Center	Splashpad & Poolplay	2013
City of Coalgate	City Pool Park	Splashpad	2011
City of Collinsville	City Park	Splashpad	2010
City of Colorado Springs	Deerfield Hills	Splashpad	2007
City of Comanche	Kinder Park	Splashpad	2012
City of Council Grove	City Pool	Poolplay	2016
City of Council Grove	City Pool	Poolplay	2013



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PROJECT LIST

1.877.472.6909

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CITY / OWNER	PROJECT NAME	PROJECT TYPE	COMPLETED
City of Cushing	City Park	Splashpad	2014
City of Cortez	City Park Pool	Splashpad	2011
City of Denver	Barnum Park	Splashpad	2010
City of Denver	Stapleton Recreation Center	Poolplay	2010
City of Dodge City	Long Branch Lagoon Water Park	Poolplay	2016
City of Drumright	Whitlock Park	Splashpad	2017
City of Duncan	Douglass Park	Splashpad	2014
City of Durant	Keithley Park	Splashpad	2012
City of Edmond	Edmond Aquatic Center	Poolplay	2013
City of Edmond	Barnett Park	Splashpad	2014
City of El Reno	Legion Park	Splashpad	2011
City of Ellinwood	City Park	Splashpad	2016
City of Enid	Gore Park	Splashpad	2007
City of Enid	Hoover Park	Splashpad	2010
City of Enid	Champion Park	Splashpad	2012
City of Fairfax	Ben Parker Park	Splashpad	2013
City of Fairview	Fairview Aquatic Center	Poolplay	2009
City of Fort Collins	Spring Canyon Park	Splashpad	2007
City of Fort Collins	Fossil Creek Park	Splashpad	2009
City of Fort Gibson	Fireman's Park	Splashpad	2012
City of Fountain	Aga Park	Splashpad	2009
City of Fruita	Fruita Community Center	Poolplay	2010
Town of Gore	Ray Fine Park	Splashpad	2015
City of Grand Junction	Lincoln Park	Splashpad	2005
City of Greeley	Centennial Park	Splashpad	2006
City of Greeley	Island Grove Park	Splashpad	2006
City of Greeley	Sunrise Park	Splashpad	2006
City of Greeley	Balsam Avenue Pool	Poolplay	2007
City of Grove	Rotary Park	Splashpad	2009
City of Grove	City of Grove Pool	Poolplay	2010
City of Harrah	Heritage Park	Splashpad	2012
City of Heavener	Blues Park	Splashpad	2015
Town of Hennessey	City Park	Splashpad	2015
City of Henryetta	McCutcheon Park	Splashpad	2015
City of Hominy	City Park	Splashpad	2013
Town of Hulbert	City Park	Splashpad	2015
City of Idabel	City Park	Splashpad	2015
City of Lafayette	Old Town Plaza	Splashpad	2009
City of Lawton	Elmer Thomas Park	Splashpad	2017



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PROJECT LIST

1.877.472.6909

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CITY / OWNER	PROJECT NAME	PROJECT TYPE	COMPLETED
City of Lee's Summit	Miller J Fields	Splashpad	2015
City of Lee's Summit	North Lea McKeighan Park	Splashpad	2017
City of Lenexa	Lenexa Aquatic Center	Splashpad	2016
City of Lindsay	Shady Grove Park	Splashpad	2015
City of Loveland	Hatfield Chilson Rec Center	Poolplay	2010
City of Mangum	Jewett Scott Park	Splashpad	2009
City of Maize	City Park	Splashpad	2016
City of Mannford	City Park	Splashpad	2014
City of Marlow	Redbud Park	Splashpad	2015
City of McKinney	Minshew Park	Splashpad	2007
City of McKinney	Ashwood Park	Splashpad	2008
City of McKinney	Naomi Press Park	Splashpad	2008
City of McKinney	JM Whisenant Park	Splashpad	2009
City of McKinney	Al Ruschhaupt Park	Splashpad	2010
City of McLoud	McLoud Park	Splashpad	2011
City of Meeker	Eastern Rio Blanco Rec Center	Poolplay	2007
City of Mission	Mission Family Aquatic Center	Poolplay	2014
City of Montrose	Montrose Aquatic Center	Splashpad	2006
City of Moore	Apple Valley Park	Splashpad	2008
City of Moore	Parmelee Park	Splashpad	2013
City of Moore	Fairmoore Park	Splashpad	2017
City of Moore	Little River Park	Splashpad	2017
City of Muldrow	City Park	Splashpad	2011
City of Muskogee	Honor Heights Park	Splashpad	2006
City of Muskogee	Robison Park	Splashpad	2010
City of Muskogee	Rotary Park	Splashpad	2012
City of Muskogee	Beckman Park	Splashpad	2013
City of Noble	Dane Park	Splashpad	2007
City of Norman	Andrews Park	Splashpad	2005
City of Norman	Colonial Estates Park	Splashpad	2009
Oaklawn Improvement District	Idlewild Park	Splashpad	2016
City of Oberlin	Oberlin Aquatic Center	Poolplay	2015
City of Oklahoma City	Harvest Hills Park	Splashpad	2008
City of Oklahoma City	North Highland Park	Splashpad	2008
City of Oklahoma City	McCracken Park	Splashpad	2008
City of Oklahoma City	Taylor Park	Splashpad	2008
City of Oklahoma City	Reed Park	Splashpad	2008
City of Oklahoma City	Schilling Park	Splashpad	2009
City of Oklahoma City	Minnis Park	Splashpad	2012



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CITY / OWNER	PROJECT NAME	PROJECT TYPE	COMPLETED
Oklahoma Tourism & Recreation	Lake Wister State Park	Splashpad	2007
Oklahoma Tourism & Recreation	Sequoyah State Park	Splashpad	2011
Oklahoma Tourism & Recreation	Red Rock Canyon Park	Splashpad	2013
Oklahoma Tourism & Recreation	Boiling Springs State Park	Splashpad	2014
Oklahoma Tourism & Recreation	Roman Nose State Park	Splashpad	2014
Oklahoma Tourism & Recreation	Tenkiller State Park	Poolplay	2016
Oklahoma Tourism & Recreation	Lake Murray State Park	Splashpad	2017
City of Okmulgee	Noble Park	Splashpad	2007
City of Okmulgee	NE Rotary Park	Splashpad	2009
Town of Oologah	City Park	Splashpad	2016
City of Osceola	Osceola Park	Splashpad	2015
City of Owasso	Rayola Park	Splashpad	2016
City of Ozark	Community Center	Poolplay	2017
City of Perkins	OK Territorial Plaza Park	Splashpad	2008
City of Perryville	City Park	Splashpad	2016
City of Ponca City	Veteran's Plaza	Splashpad	2015
City of Ponca City	War Memorial Park	Splashpad	2011
City of Ponca City	Dan Moran Park	Splashpad	2014
City of Ponca City	Young Park	Splashpad	2017
City of Pryor	Whitaker Park	Splashpad	2015
City of Pueblo	Mitchell Park	Splashpad	2008
City of Purcell	Red Hill Park	Splashpad	2015
City of Rogers	Rogers Aquatic Center	Poolplay	2012
City of Sand Springs	River City Park	Splashpad	2015
City of Sand Springs	Pratt Civitan Park	Splashpad	2015
City of Sapulpa	Liberty Park	Splashpad	2005
City of Sapulpa	Sapulpa Aquatic Center	Poolplay	2010
City of Seminole	Municipal Park	Splashpad	2007
City of Seminole	Municipal Park	Poolplay	2013
City of Sheridan	Recreation Center	Splashpad	2016
City of Skiatook	Central Park	Splashpad	2010
City of Springdale	Southeast Park	Splashpad	2015
City of Stigler	Cross Communication Park	Splashpad	2006
City of Stillwater	Boomer Lake	Splashpad	2016
City of Stillwater	Southern Woods Park	Splashpad	2016
City of Stilwell	Edna M. Carson Park	Splashpad	2015
City of Sulphur	City Park	Splashpad	2014
City of Tahlequah	Tahlequah Aquatic Center	Poolplay	2014
City of Tahlequah	City Park	Splashpad	2014



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CITY / OWNER	PROJECT NAME	PROJECT TYPE	COMPLETED
City of Tecumseh	Slick Humphrey Park	Splashpad	2016
City of The Village	Duffner Park	Splashpad	2015
City of Tulsa	Vining Park	Splashpad	2006
City of Tulsa	Maxwell Park	Splashpad	2010
City of Tulsa	Chamberlain Park	Splashpad	2011
City of Tulsa	Owen Park	Splashpad	2011
City of Tulsa	Whiteside Park	Splashpad	2012
City of Tulsa	Manion Park	Splashpad	2013
City of Tulsa	Springdale Park	Splashpad	2015
City of Vinita	South Park	Splashpad	2015
Town of Warner	Rogers Park	Splashpad	2015
City of Watonga	Huff Lorang Park	Splashpad	2006
City of Weatherford	Rader Park	Splashpad	2011
City of Wewoka	Lane's World	Splashpad	2016
City of White Hall	White Hall Aquatic Park	Poolplay	2014
City of Woodward	Crystal Beach Aquatic Park	Poolplay	2009
City of Yukon	Sunrise Park	Splashpad	2013
Autumn Ridge Apartments, Tulsa, OK	Apartment Park	Splashpad	2015
Educare of Oklahoma City	School Park	Splashpad	2009
Excelsior Springs Country Club	Country Club	Poolplay	2015
Greenleaf Trails Splashpad	Neighborhood Park	Splashpad	2017
Iron Horse Pool	Neighborhood Pool	Poolplay	2015
Kendall Whittier Park, George Kaiser Found.	Neighborhood Park	Splashpad	2013
Little Rock Athletic Club	LRAC Pool	Poolplay	2011
Melvin Ford Aquatic Center, Bentonville, AR	Melvin Ford Aquatic Center	Poolplay	2015
Providence Hills III	Neighborhood Park	Splashpad	2016
Shangri-La Resort	Hotel Resort	Poolplay	2017
South Suburban Park & Rec	Franklin Pool	Splashpad	2009
Spring Creek HOA, Broken Arrow, OK	Neighborhood Park	Splashpad	2014
Stonegate HOA, Parker, CO	Stonegate Pool	Poolplay	2010
St. Luke's Church	Children's Center Park	Splashpad	2015
Tandy Family YMCA	YMCA Splashpad & Pool	Splashpad & Poolplay	2016
The Brook Splashpad	Neighborhood Park	Splashpad	2017
The Pinnacle at Brookstone	Neighborhood Park	Splashpad	2017
Tonkawa Tribe of Oklahoma	Tribal Community Park	Splashpad	2016
Trail Woods Neighborhood, Norman, OK	Neighborhood Park	Splashpad	2015
Twin Hills Golf & Country Club, OKC, OK	Country Club	Splashpad	2013
Valencia Neighborhood, Edmond, OK	Neighborhood Park	Splashpad	2016
West Park Apartments	Apartment Park	Splashpad	2013



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CITY / OWNER	PROJECT NAME	PROJECT TYPE	COMPLETED
Whiteman Air Force Base, MO	Whiteman AFB Splashpad	Splashpad	2014
Wildgrass Community	Wildgrass Recreation Center	Splashpad	2006
Wolf Ranch, Colorado Springs, CO	Wolf Ranch Recreation Center	Splashpad	2007
Wyandotte Nation	City Park	Splashpad	2014



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REFERENCES

City of Sand Springs – 2 Splashpads

Grant Gerondale, Community Development Director, (918) 246-2562

City of Benton – 1 Splashpad

John Eckart, Director of Parks & Recreation (now at Little Rock), (501) 371-4770

Town of Hennessey – 1 Splashpad

Curtis Turner, Parks Department, (405) 853-1172

Tiffany Tillman, City Manager, (405) 990-9820

City of Tecumseh – 1 Splashpad

Jimmy Stokes or Cathy Condit, Parks / City Clerk, (405) 598-2188

City of Bixby – 1 Splashpad

Don Cash, Parks & Recreation Director, (918) 344-9081

City of Edmond – 1 Splashpad

Craig Dishman, Director of Parks and Recreation, (405) 216-7639

City of Moore Parks & Recreation – 1 Splashpad

Chris Villani, Assistant Director (Splashpad Operator / Maintenance), (405) 793-5090

City of Norman – 2 Splashpads

Mitch Miles, Parks Planner (Splashpad Operator / Maintenance), (405) 412-9132

City of The Village – 1 Splashpad

Bruce Stone or Beverly Whitener, City Manager / Treasurer, (405) 751-8661

City of Lee's Summit – 2 Splashpads

Steve Casey, Superintendent of Park Planning & Construction, (816) 969-1507

City of Marlow – 1 Splashpad

Jason McPherson, City Manager, (580) 658-5401

City of Muskogee Parks & Recreation – 5 Splashpads

Mark Wilkerson, Director, (918) 684-6302

City of Tulsa Parks – 10 Splashpads

Mike Battenfield, Tulsa Parks (Splashpad Operator / Maintenance), (918) 596-2486

City of Oklahoma City Parks & Recreation – 12 Splashpads

Steve Edwards – Parks Maintenance (Splashpad Maintenance) (405) 409-6879

Larry Kelley – Aquatics Manager (Splashpad Operator) (405) 620-7076

Town of Ames – 1 Splashpad

Gene Turner, (580) 554-7055

City of Watonga Parks & Recreation – 1 Splashpad

Donnie Dunn, Director (Splashpad Operator / Maintenance), (580) 623-0134



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City of Bartlesville – 2 Splashpads, 1 Pool Play

Bobby Robinson – Parks Superintendent (Splashpad Operator / Maintenance), (918) 338-4132

City of Grove – 1 Splashpad, 1 Pool Play

Debbie Bottoroff, Assistant City Manager, (918) 786-8798

City of Okmulgee – 2 Splashpads

Ricky Pearson, Property Maintenance Supervisor (Splashpad Operator), (918) 756-4159

City of Ardmore Parks & Recreation – 3 Splashpads

Kevin Boatright, Director, (580) 223-4844

City of Seminole – 1 Splashpad

Mike Grant, Public Works Director, (405) 382-4330

City of Blanchard – 1 Splashpad

Chris Wittenbach, City Planner (Splashpad Operator), (405) 485-9392

City of Weatherford – 1 Splashpad

Chuck Dougherty, Director of Economic Development, (580) 774-4505

Mike Brown – Mayor, (580) 774-4505

Trent Perkins, Parks and Recreation Director, (580) 774-2450

City of Ponca City – 3 Splashpads

Jim Sindelar, Director of Parks & Recreation, (580) 767-0430

City of Stillwater – 2 Splashpads

Jim Scott, Operations Manager, (405) 747-8070

City of Woodward – 1 Pool Play Elevation Structure

Brian White, Facilities Operator / Aquatic Center Manager, (580) 216-3561

City of Stilwell – 1 Splashpad

Sheldon Migletto, City Clerk / Treasurer, (918) 797-0388

LandPlan Consultants, Inc. (Landscape Architect)

Mike Harmon, Landscape Architect, (918) 584-6464

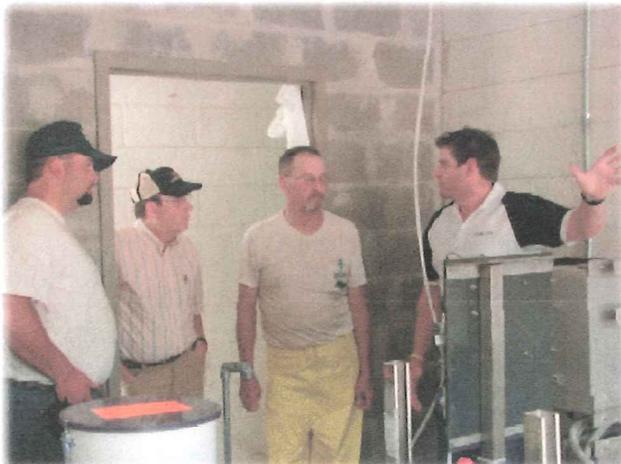
Planning Design Group (PDG) (Landscape Architect)

Geoff Evans, Landscape Architect, (918) 628-1255

Your project is a long-term investment and you should expect a lasting commitment from your chosen partners. When you buy a Vortex Splashpad, we enter into a long-term partnership that provides you with continuing customer support, training for existing and new staff, certification programs, upgrades, on-site support and ultimately the laughter of happy kids at play. Our commitment to long-term customer care and our industry-leading warranties will ensure that we will meet your needs long into the future.

Please note that it's our customer service policy to:

- ❖ Offer onsite service and support if required
- ❖ Ship standard stock replacement parts within 24-48 hours
- ❖ Ship custom, painted, machined, and other non stock parts within 3-4 weeks
- ❖ Maintain availability of standard or equivalent parts to match the warranty time period of the product.



CERTIFIED START-UP & TRAINING PROGRAM

WE'RE WITH YOU EVERY STEP OF THE WAY



The path from concept to the successful operation of a Splashpad is one Vortex has traveled thousands of times. We make the success of your project our mission and remain your committed partner long into the future. Selecting organizations that stand behind their products is key in ensuring a Splashpad that exceeds expectations. By choosing Vortex and our partners, you will benefit from a lasting relationship offering local and factory support. Our industry leading warranties and service policies will provide you peace of mind, and ensure that the children have access to a fun and safe play environment.

VORTEX'S CERTIFIED START-UP AND TRAINING PROGRAM



Proper installation is critical to ensuring a quality Splashpad. Our certified technicians are available for on-site installation verification and initial Splashpad start-up. This will ensure that the Splashpad performs to its specifications. Making sure that your staff is adequately trained to deal with periodic operation and maintenance requirements is also key in ensuring a quality Splashpad. In conjunction with our on-site installation verification and start-up service, we can offer your staff certified training to prepare them for smooth Splashpad operation, year after year. In addition to the Certified Vortex training, your staff will receive straightforward and user-friendly Operational and Maintenance manuals for their reference.



OUR SERVICES INCLUDE:

- ❖ Recirculating Splashpad – 2 day Operator/Maintenance training with on-site installation verification and initial start up.
- ❖ Flow-Through Splashpad –1 day Operator/Maintenance training with on-site installation verification and initial start up.
- ❖ On-site support and customer service.
- ❖ Factory and local phone support.
- ❖ Certified training for new staff.
- ❖ Equipment upgrades.



LIMITED WARRANTY FOR PRODUCTS

All Vortex aquatic play equipment is designed and manufactured to the highest standards of quality and workmanship. Vortex Aquatic Structures International warrants that all its products will be free of defects in manufacturing, workmanship and material for the coverage periods listed below only if the specified environmental parameters are met and none of the exclusions apply.

REGISTRATION

All warranties start on the date of the seller's invoice.

COVERAGE PERIODS

25 YEARS	10 YEARS	5 YEARS	2 YEARS	2 YEARS
Structural stainless steel on features	Concrete: <ul style="list-style-type: none"> Glass fibre reinforced concrete Spray nozzles: <ul style="list-style-type: none"> brass spray caps stainless steel nozzles Weld Workmanship	Other Material: <ul style="list-style-type: none"> Aluminium Enclosure: <ul style="list-style-type: none"> NEMA (National Electrical Manufacturers Association) enclosure Aluminium vault 	Polymer: <ul style="list-style-type: none"> Seeflow™ Polycarbonate Panel EPDM Rubber HDPE (high-density polyethylene) UHMW (ultra-high molecular weight polyethylene) Polyurethane Aliphatic Polyurethane Safety surfacing PVC(polyvinyl chloride) Electronic components: <ul style="list-style-type: none"> Electrical relays Terminal block Time switches Manual switches Transformer/power supply Breaker Electrical wiring and connection Programmable computer, router, 3G cellular router, DMX Controller, Touch screen PCB (Printed Circuit Board) Activators LED lights 	Hydraulic components: <ul style="list-style-type: none"> Fast-acting valves Pressure gauge Solenoids/ solenoid valves Ball valve Backflow preventer Pressure regulator Strainer Stainless steel hardware Bearings and rotational joints Paint adhesion 1 YEAR Fiberglass & fiberglass themed structures EVA close cell foam

Seeflow™ is a trademark of Vortex Aquatic Structures International

ENVIRONMENTAL PARAMETERS

INDOOR POOL AIR QUALITY

Vortex Aquatic Structures International warrants its products as long as the environment meets or exceeds ANSI / ASHRAE 62.1:2013 or equivalent ventilation for acceptable indoor air quality as well as industry best practices.



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WATER QUALITY (WATER RECIRCULATION / FRESH WATER)

Vortex Aquatic Structures International warrants its products as long as the water quality meets the below chemistry profile and industry best practices.

pH: 7.4-7.6	Free chlorine: 1-5 PPM	Alkalinity: 80-100 PPM
Calcium hardness: 250-350 PPM	Total hardness: 225-250 PPM	Copper/Iron/Manganese: Not present
Stabilizer: 40-60 PPM	Saturation index: -0.3 to +0.3	Salt concentration/salinity: 2500-4500 PPM

OUTDOOR ENVIRONMENTAL CONDITIONS

Vortex Aquatic Structures International warrants the performance of the materials used in its products under the following environmental conditions:

Ultraviolet light	Salt exposure	Temperature	Humidity
Powder-coat paint: ASTM D523: 80-95+- ASTM D523: 55-65 &/or DIN 67530 EN ISO 2813 Plastic: 6,000 kJ or 12,000 kJ of exposure	Paint: ASTM B117 &/or DIN EN ISO 9227 Salt spray resistance: 1000 hrs	Plastic: ASTM D648 &/or ISO 75-2/Be	Paint: ASTM D2247 &/or ISO 6270-1 Humidity resistance: 1000 hrs Plastic: ASTM D 570 & ISO 62 Water absorption: 0.15- 0.2%

EXCLUSIONS

Any of the below conditions will render this warranty invalid.

- Careless manipulation (including but not limited to mishandling, repackaging and transport) of Vortex equipment (products, systems, subassemblies and parts).
- Exceeding product and system design capacities.
- Misapplication, abuse, misuse, and/or operation of the equipment outside the parameters described in the user manual and/or design layouts provided by Vortex.
- Failure to ensure that the structures and/or equipment are only subjected to normal use for the purpose for which the products were designed.
- Failure to erect and/or install products according to the installation and assembly instructions provided by Vortex.
- Addition or substitution of parts or modification of any type to Vortex equipment or components unless approved by Vortex in writing.
- Use of non-original manufacturer replacement parts.
- Subjecting the structures and/or equipment to modification, alteration, or repair by persons other than the Seller or Seller's designees in any respect which, in the judgment of the Seller, affects the condition or operation of the structures and or components.
- Negligence and/or failure to perform regular maintenance on products, equipment and parts according to best practices and the procedures and documentation provided by Vortex.
- Products, equipment and parts that are exposed to water chemistry profiles outside the listed water quality environmental parameters and swimming pool industry standards.
- Failure to properly winterize equipment according to best practices and the procedures and documentation provided by Vortex, including but not limited to improper drainage in freezing conditions.
- Accidental damage, fire, acts of God or other circumstances outside the control of Vortex.
- Personal injury due to improper use of Vortex equipment.
- Vandalism.



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LIMITATIONS ON LIABILITY

Except as otherwise set forth herein Vortex makes no representation or warranty of any kind, express or implied, with respect to the products or their functionality, performance or results of use thereof. No implied warranty is given in respect of satisfactory quality or of fitness for any particular purpose or implied warranty arising by usage of trade, course of dealing or course of performance. In no event shall Vortex have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages or for lost profits arising out of this warranty or any other agreement, the transactions contemplated hereby, the products or the use of the products.

CLAIMS

To make a claim, please contact your local representative or send your written statement of claim, along with the original project number and/or project name to Vortex by

email: support@vortex-intl.com

mail: Vortex Aquatic Structures International, 328 Avro Street, Pointe-Claire, QC, H9R 5W5, Canada

fax: +1.514.989.0413

To contact Vortex with any questions or comments with regards to this warranty, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to support@vortex-intl.com.

To contact Vortex with general questions or comments, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to info@vortex-intl.com.

Vortex Aquatic Structures International is not liable for any incidental expenses, inconvenience or loss due to warranty claims.

SHIPPING

For approved warranty replacements at the discretion of Vortex, economical ground shipping will be free of charge for one year from the date of the seller's invoice. After that period, shipping charges will be incurred by the client.



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LIMITED WARRANTY FOR WATER MANAGEMENT SYSTEMS (WMS)

All Vortex aquatic play equipment is designed and manufactured to the highest standards of quality and workmanship. Vortex Aquatic Structures International warrants that all its products will be free of defects in manufacturing, workmanship and material for the coverage periods listed below only if the specified environmental parameters are met and none of the exclusions apply.

REGISTRATION

All warranties start on the date of the seller's invoice.

COVERAGE PERIODS

10 YEARS	2 YEARS	2 YEARS	2 YEARS
<p>WMS components:</p> <ul style="list-style-type: none"> Fiberglass sand/ cartridge filter Skid <p>Weld Workmanship</p>	<p>Electronic components:</p> <ul style="list-style-type: none"> Chemical controller Electrical relays Terminal block Time switches Manual switches Transformer/power supply Breaker Electrical wiring and connection Programmable computer Touch screen Pcb (printed circuit board) Chemical sensing probe Chlorinator Flow switches Motor starter 	<p>Hydraulic components:</p> <ul style="list-style-type: none"> Circulation pump Fast-acting valves Pressure gauge Solenoids Ball valve Backflow preventer Pressure regulator Chemical injection pump Acid feed system Strainer Pressure sensors Variable Frequency Drive Ultra-Violette system <p>Polymer:</p> <ul style="list-style-type: none"> PVC (polyvinyl chloride) piping and fittings HDPE (high-density polyethylene) UHMW (ultra-high molecular weight polyethylene) Water containment system Polyurethane Chemical containment system Debris trap enclosure 	<p>Above ground enclosure:</p> <ul style="list-style-type: none"> Dome Carbon steel cabinet
5 YEARS			1 YEAR
<p>WMS components:</p> <ul style="list-style-type: none"> Manifold Playsafe™ & deck drain box Support frame <p>Enclosure:</p> <ul style="list-style-type: none"> NEMA (National Electrical Manufacturers Association) enclosure Aluminium vault <p>Capture and repurposing:</p> <ul style="list-style-type: none"> Storage blocks Access hatches 			<p>Capture and repurposing:</p> <ul style="list-style-type: none"> Geotextile Geogrid Filtration and disinfection system Ultrasonic level transmitter Sump pump PVC (polyvinyl chloride) liner Polyethylene tube

ENVIRONMENTAL PARAMETERS

INDOOR POOL AIR QUALITY

Vortex Aquatic Structures International warrants its products as long as the environment meets or exceeds ANSI / ASHRAE 62.1:2013 or equivalent ventilation for acceptable indoor air quality as well as industry best practices.

WATER QUALITY (WATER RECIRCULATION / FRESH WATER)

Vortex Aquatic Structures International warrants its products as long as the water quality meets the below chemistry profile and industry best practices.



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pH: 7.4-7.6	Free chlorine: 1-5 PPM	Alkalinity: 80-100 PPM
Calcium hardness: 250-350 PPM	Total hardness: 225-250 PPM	Copper/Iron/Manganese: Not present
Stabilizer: 40-60 PPM	Saturation index: -0.3 to +0.3	Salt concentration/salinity: 2500-4500 PPM

OUTDOOR ENVIRONMENTAL CONDITIONS

Vortex Aquatic Structures International warrants the performance of the materials used in its products under the following environmental conditions:

Ultraviolet light	Salt exposure	Temperature	Humidity
Powder-coat paint: ASTM D523: 80-95+- ASTM D523: 55-65 &/or DIN 67530 EN ISO 2813 Plastic: 6,000 kJ or 12,000 kJ of exposure	Paint: ASTM B117 &/or DIN EN ISO 9227 Salt spray resistance: 1000 hrs	Plastic: ASTM D648 &/or ISO 75-2/Be	Paint: ASTM D2247 &/or ISO 6270-1 Humidity resistance: 1000 hrs Plastic: ASTM D 570 & ISO 62 Water absorption: 0.15- 0.2%

EXCLUSIONS

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- Products, equipment and parts that are exposed to water chemistry profiles outside the listed water quality environmental parameters and swimming pool industry standards.
- Failure to properly winterize equipment according to best practices and the procedures and documentation provided by Vortex, including but not limited to improper drainage in freezing conditions.
- Accidental damage, fire, acts of God or other circumstances outside the control of Vortex.
- Personal injury due to improper use of Vortex equipment.
- Vandalism.



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LIMITATIONS ON LIABILITY

Except as otherwise set forth herein Vortex makes no representation or warranty of any kind, express or implied, with respect to the products or their functionality, performance or results of use thereof. No implied warranty is given in respect of satisfactory quality or of fitness for any particular purpose or implied warranty arising by usage of trade, course of dealing or course of performance. In no event shall Vortex have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages or for lost profits arising out of this warranty or any other agreement, the transactions contemplated hereby, the products or the use of the products.

CLAIMS

To make a claim, please contact your local representative or send your written statement of claim, along with the original project number and/or project name to Vortex by

email: support@vortex-intl.com

mail: Vortex Aquatic Structures International, 328 Avro Street, Pointe-Claire, QC, H9R 5W5, Canada

fax: +1.514.989.0413

To contact Vortex with any questions or comments with regards to this warranty, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to support@vortex-intl.com.

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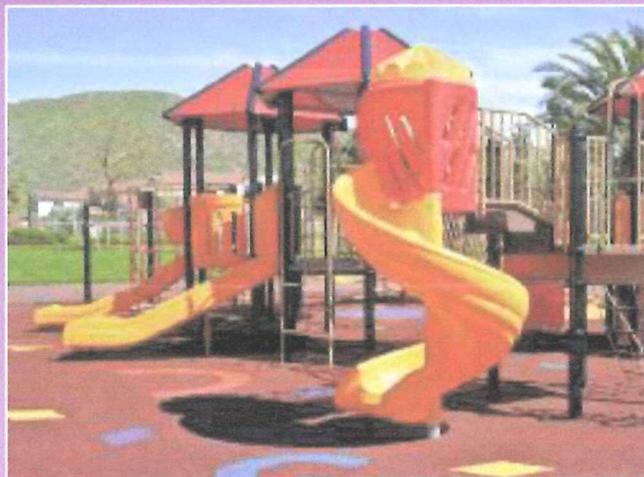
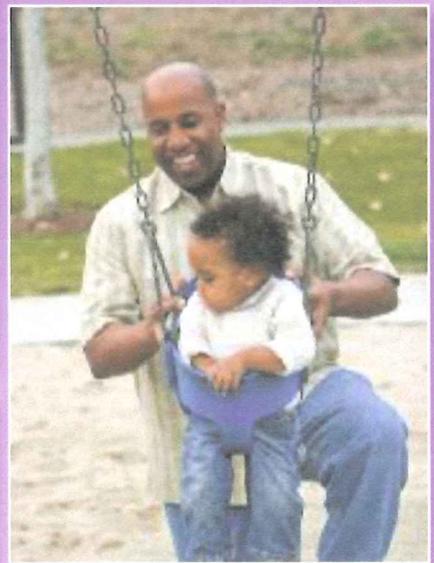
VORTEX

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ADDITIONAL PROPOSAL REQUIREMENTS

- a. The Splashpad equipment proposed in this Proposal for Walker Park Splashpad is appropriate for ages 2-12 as well as all users. The product cut sheets in the Addendum Section specify the appropriate age group for each feature.
- b. Splashpads and / or equipment found in water play facilities are not “public” playgrounds according to page 1 of the U.S. Consumer Product Safety Commission Handbook for Public Playground Safety. We have included this documentation following this page.
- c. CPSIA Certificates are not applicable for Splashpad / water play equipment based on Item b above.
- d. Vortex Splashpad equipment is manufactured in compliance with ASTM F2461-09: The American standard for Manufacture, Construction, and Operation and Maintenance of aquatic play equipment. A cut sheet called Safety Standards is included in the Addendum Section under Why Vortex and includes all of the safety standards and codes Vortex is in compliance with.
- e. According to the Center for Universal Design at North Carolina State University, Universal Design is a way to create products and environments that are more usable by everyone to the greatest extent possible, regardless of age or ability. A cut sheet called Universal Design is included in the Addendum Section under Why Vortex and addresses how Vortex addresses Universal Design and ADA guidelines. During construction, all concrete will be poured in compliance with ADA.
- f. An insurance certificate will be provided upon award of this project.
- g. Cut sheets for all Vortex products are provided in the Addendum Section under Cut Sheets. Each cut sheet contains the Product Name, Item Number, Gallons per Minute, Flow, Spray Zone, Product Highlights, Exclusive Vortex Technologies associated with the feature and an Image of the water feature. Vortex warranty information is provided in Section 6, Customer Care Program.
- h. A Vortex color options chart is provided in the Addendum Section under Why Vortex.

Public Playground Safety Handbook



U.S. Consumer Product Safety Commission
Saving Lives and Keeping Families Safe

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1. INTRODUCTION

In recent years, it is estimated that there were more than 200,000 injuries annually on public playgrounds across the country that required emergency room treatment. By following the recommended guidelines in this handbook, you and your community can create a safer playground environment for all children and contribute to the reduction of playground-related deaths and injuries.

1.1 Scope

This handbook presents safety information for public playground equipment in the form of guidelines. Publication of this handbook is expected to promote greater safety awareness among those who purchase, install, and maintain public playground equipment. Because many factors may affect playground safety, the U.S. Consumer Product Safety Commission (CPSC) staff believes that guidelines, rather than a mandatory rule, are appropriate. These guidelines are not being issued as the sole method to minimize injuries associated with playground equipment. However, the Commission believes that the recommendations in this handbook along with the technical information in the ASTM standards for public playgrounds will contribute to greater playground safety.

Some states and local jurisdictions may require compliance with this handbook and/or ASTM voluntary standards. Additionally, risk managers, insurance companies, or others may require compliance at a particular site; check with state/local jurisdictions and insurance companies for specific requirements.

1.2 Intended Audience

This handbook is intended for use by childcare personnel, school officials, parks and recreation personnel, equipment purchasers and installers, playground designers, and any other members of the general public (e.g., parents and school groups) concerned with public playground safety and interested in evaluating their respective playgrounds. Due to the wide range of possible users, some information provided may be more appropriate for certain users than others. The voluntary standards listed in 1.4.1 contain more technical requirements than this handbook and are primarily intended for use by equipment manufacturers, architects, designers, and any others requiring more technical information.

1.3 What is a Public Playground?

“Public” playground equipment refers to equipment for use by children ages 6 months through 12 years in the playground areas of:

- Commercial (non-residential) child care facilities
- Institutions
- Multiple family dwellings, such as apartment and condominium buildings
- Parks, such as city, state, and community maintained parks
- Restaurants
- Resorts and recreational developments
- Schools
- Other areas of public use

These guidelines are not intended for amusement park equipment, sports or fitness equipment normally intended for users over the age of 12 years, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures (not otherwise designed, intended and installed as playground equipment), equipment found in water play facilities, or home playground equipment. Equipment components intended solely for children with disabilities and modified to accommodate such users also are not covered by these guidelines. Child care facilities, especially indoor, should refer to ASTM F2373 — *Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months Through 23 Months*, for more guidance on areas unique to their facilities.

1.4 Public Playground Safety Voluntary Standards and CPSC Handbook History

- 1981 – First CPSC *Handbook for Public Playground Safety* was published, a two-volume set.
- 1991 – *Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment*, ASTM F1292, was first published.
- 1991 – Two-volume set was replaced by a single-volume handbook, which contained recommendations based on a COMSIS Corporation report to the CPSC (*Development of Human Factors Criteria for Playground Equipment Safety*).