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Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope *(This Section For Quotes Including Installation)***Inclusions:**

- Playground Equipment

Exclusions (Unless Specifically Quoted):

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates
- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Acceptance of Quotation:

Accepted By (Print)	John W. Stutzman - Parks & Recreation Director
Signature:	Date:
Purchase Amount: \$269,917.81	



State Contract #218091



PROJECT INFORMATION

Sullivan Lake Park

721 51st Ave NE

Columbia Heights, MN 55421

Contract Year: 2026

EQUIPMENT INFORMATION & PRICING

Qty	Item No.	Description	Price	Ext Price	Discount Price
1	111228A	Square Tenderdeck	\$1,474	\$1,474.00	\$1,297.12
4	111231A	Triangular Tenderdeck	\$1,137	\$4,548.00	\$4,002.24
1	111240A	Balcony Deck	\$1,841	\$1,841.00	\$1,620.08
4	111275A	Handloop Assembly	\$342	\$1,368.00	\$1,203.84
3	111404A	148"Alum Post DB	\$566	\$1,698.00	\$1,494.24
3	111404C	132"Alum Post DB	\$530	\$1,590.00	\$1,399.20
1	111404D	124"Alum Post DB	\$510	\$510.00	\$448.80
6	111404E	116"Alum Post DB	\$444	\$2,664.00	\$2,344.32
2	111404F	108"Alum Post DB	\$423	\$846.00	\$744.48
3	111404G	100"Alum Post DB	\$418	\$1,254.00	\$1,103.52
6	111404H	92"Alum Post DB	\$398	\$2,388.00	\$2,101.44
2	111404I	84"Alum Post DB	\$388	\$776.00	\$682.88
2	111404J	76"Alum Post DB	\$367	\$734.00	\$645.92
4	111404L	164"Alum Post DB	\$658	\$2,632.00	\$2,316.16
5	111404Z	182"Steel Post DB 44" Bury	\$663	\$3,315.00	\$2,917.20
2	111405H	50"Alum Flush Post w/Turtle Cap DB	\$592	\$1,184.00	\$1,041.92
1	115236A	Ball Maze Panel Above Deck	\$1,760	\$1,760.00	\$1,548.80
1	117146A	Gear Panel Above Deck	\$2,769	\$2,769.00	\$2,436.72
2	119646A	Tri-Deck Extension	\$1,102	\$2,204.00	\$1,939.52
1	119805A	Single Beam Loop Horiz Ladder 84"	\$1,505	\$1,505.00	\$1,324.40
1	120325A	Ramp Berm Exit Plate Concrete Wall	\$592	\$592.00	\$520.96
1	120818A	Playstructure Seat	\$546	\$546.00	\$480.48
2	120901A	Grab Bar	\$275	\$550.00	\$484.00

1	121416B	123"Disc Challenge w/Handhold Panels 16"Dk DB	\$6,074	\$6,074.00	\$5,345.12
3	121948A	Kick Plate 8"Rise	\$163	\$489.00	\$430.32
1	123333A	Rollerslide 40"Dk DB	\$10,807	\$10,807.00	\$9,510.16
1	130390A	Double Swoosh Slide 72"Dk DB	\$3,381	\$3,381.00	\$2,975.28
1	130873A	Ring Pull	\$944	\$944.00	\$830.72
1	154752A	Hex Deck w/One Extension	\$6,548	\$6,548.00	\$5,762.24
3	154883F	301"Steel Post (72" Bury) For CoolTopper Single Post Pyramid Roof	\$1,836	\$5,508.00	\$4,847.04
3	154884A	CoolToppers Single Post Pyramid Roof DB Only	\$4,728	\$14,184.00	\$12,481.92
3	156232A	Ramp w/Guardrails w/Curbs Meets ASTM	\$6,033	\$18,099.00	\$15,927.12
1	176081A	Canyon Climber	\$2,111	\$2,111.00	\$1,857.68
3	178710A	Hexagon Tenderdeck	\$4,202	\$12,606.00	\$11,093.28
2	191031A	Accessible Panel Curb	\$153	\$306.00	\$269.28
1	197057C	Motion w/Play Table DB	\$24,449	\$24,449.00	\$21,515.12
1	200609A	Traveler Climber w/2 Hanger Brackets	\$12,674	\$12,674.00	\$11,153.12
1	222708B	WhooshWinder Slide 96"Dk DB	\$6,936	\$6,936.00	\$6,103.68
1	229828D	Chimney Climb Across 96"Dk 24"Dk Difference	\$7,528	\$7,528.00	\$6,624.64
1	229832A	Dot-to-Dot Climber	\$3,249	\$3,249.00	\$2,859.12
1	345273B	Handhold Panel	\$240	\$240.00	\$211.20
2	345277A	Zoo Panel Above Deck	\$882	\$1,764.00	\$1,552.32
1	345290A	Pilot Panel Above Deck	\$1,607	\$1,607.00	\$1,414.16
1	345293A	Match 4 Panel Above Deck	\$1,392	\$1,392.00	\$1,224.96
1	345305A	Vertical Ladder 24"Dk DB	\$1,091	\$1,091.00	\$960.08
1	345309B	Lollipop Climber 72"Dk DB	\$2,111	\$2,111.00	\$1,857.68
1	362045A	Crossbar Bridge DB Only Ground Level Only	\$7,232	\$7,232.00	\$6,364.16
1	373009G	Abacus Climber w/Permalene Handholds 72" Deck	\$3,494	\$3,494.00	\$3,074.72
1	373073E	VertiGo Ground-to-Deck Climber (LH) w/ Handhold 72" DK	\$6,217	\$6,217.00	\$5,470.96
1	373141B	FlexxWay Climber w/Perm Handholds w/Cable Surrounds	\$15,167	\$15,167.00	\$13,346.96
1	138871A	Sway Fun Wheelchair Glider 16"Height	\$23,358	\$23,358.00	\$20,555.04
3	174018A	Belt Seat ProGuard Chains for 8' Beam Height	\$179	\$537.00	\$472.56
2	176038G	Full Bucket Seat ProGuard Chains for Toddler Swing	\$495	\$990.00	\$871.20
2	177337A	Toddler Swing Add-On Beam	\$719	\$1,438.00	\$1,265.44
2	177345A	Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only DB Only	\$1,382	\$2,764.00	\$2,432.32
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains for 8' Beam Height	\$1,219	\$1,219.00	\$1,072.72

1	186583C	Wood-Grain Bench 70" w/Back 2x4 Cedar/Mink Slats w/2 Armrests DB	\$1,525	\$1,525.00	\$1,342.00
1	186583C	Wood-Grain Bench 70" w/Back 2x4 Cedar/Mink Slats w/2 Armrests DB	\$1,525	\$1,525.00	\$1,342.00
1	186583D	Wood-Grain Bench 70" w/o Back 2x4 Cedar/Mink Slats DB	\$821	\$821.00	\$722.48
1	123831A	SuperScoop DB Only	\$1,510	\$1,510.00	\$1,328.80
1	249558A	We-Go-Round w/Nature DigiFuse Panels 2 Seats DB Only	\$43,345	\$43,345.00	\$38,143.60
1	352219A	Flexx Swing w/Single Post Frame 52" Bury DB Only	\$7,313	\$7,313.00	\$6,435.44
1	355992B	Symbol Communication Sign English-Spanish w/2 Post DB	\$2,346	\$2,346.00	\$2,064.48
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	\$0	\$0.00	\$0.00
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	\$0	\$0.00	\$0.00
CUSTOM:					
1	CP022364A-001	DTR PB LH Transition Bench for Rollerslide Exit	\$2,851	\$2,851.00	\$2,708.45
Total Standard Equipment Cost at State Contract Pricing				\$303,647.00	\$267,209.36
Total Custom Equipment Cost at State Contract Pricing				\$2,851.00	\$2,708.45

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

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

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

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

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

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

3-Year Limited Warranty On all other parts, i.e. all swing seats and hangers, all swing chain and cables, ZipKrooz® cables, Track Ride trolleys and bumpers, Mobius Climber handholds, Wiggle Ladders, Chain Ladders, moving equipment, belting material, LSI Flexx™ flexible cable netting, HeathBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

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

This warranty does not include any cosmetic issues, wear and tear from normal use of the product, or misuse or abuse of the product. This warranty does not cover damage or failure resulting from natural disasters, including but not limited to flooding, fire, earthquake, hurricane, or other catastrophic events. This warranty is valid only if the playstructures and/or equipment are erected to conform with Manufacturer's installation instructions and maintained according to the maintenance procedures furnished by Manufacturer.



2026 Play Equipment Warranty

You have our word.

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

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

For clarity, any surety bonds issued (such as a maintenance bond) shall not provide coverage for this warranty beyond one year.

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

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

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc.

601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:

Karl Emerson President

Date:

01/01/2026





Terms of Sale

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

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

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

WEIGHTS: Weights are approximate and may vary.

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

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

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

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

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

PLEASE CONTACT US AT:

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

