

CONTRACT FOR SALE OF GOODS

This Contract for the Sale of Goods ("Contract"), made this 17th day of May, 2017 (the "Effective Date"), by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 E. Wesley Street, Wheaton, Illinois, and NuToys Leisure Products, Inc., an Illinois corporation (the "Vendor"), with its principal place of business at 915 Hillgrove, LaGrange, Illinois, collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

That the Park District and Vendor, for the consideration hereinafter named, agree as follows:

1. Services and Payment

The Vendor shall provide all the following supplies, material and equipment:

Scottsdale Park Playground Equipment ("Goods"), as indicated in the plans and Specifications in the Bid Documents dated March 31, 2017, attached to and incorporated as part of this Contract by reference.

2. Contract Documents

The Contract Documents consist of this Contract between the Park District and the Vendor and the Legal Notice, Instructions to Bidders, Bid Proposal Form, Bid Specifications and Drawings, General Requirements, the Vendor's Proposal, dated March 30, 2017, attached to and incorporated as part of this Contract as **Exhibit A**, the Vendor Compliance and Certification, attached to and incorporated in this Contract as **Exhibit B**, and any addenda issued prior to the execution of this Contract (collectively the "Bid Documents") and any modifications issued after the execution of this Contract. Modifications to this Contract may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein.

3. Contract Sum and Payment

The Park District shall pay the Vendor Sixty-three Thousand Four Hundred Fifty Dollars and 00/100 Dollars (\$63,450.00), subject to additions and deductions as provided in the Contract Documents for the proper performance of the Contract (the "Contract Sum"). Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 *et seq.*).

4. Term

This Contract shall begin upon the Effective Date and terminate upon completion of any and all applicable warranty periods, unless terminated earlier as provided herein.

5. Delivery

Vendor shall deliver the Goods on or before August 4, 2017. Vendor will arrange for delivery of Goods through a carrier chosen by Vendor, the costs of which shall be F.O.B. Wheaton, Illinois.

6. Title and Risk of Loss

Title to, and the risk of loss, injury or destruction from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received, inspected and accepted by the Park District.

The risk of loss from any casualty to the Goods, regardless of cause, will be the responsibility of the Vendor until the Goods have been received and accepted by the Park District.

7. Acceptance and Rejection

The Park District will have the right to inspect the Goods upon receipt and to reject the nonconforming or damaged Goods within ten (10) business days after delivery. The Park District will give notice to Vendor of any rejection of the Goods or claim for damages on account of condition, quality or grade of the Goods.

Neither inspection nor acceptance by the Park District shall act as the Park District's acceptance of any defects or deficiencies in the Goods for the failure of the Goods to conform to the requirements of the Contract and shall not act as a waiver of any rights the Park District has with respect to such defects, deficiencies or failure, including rights under any warranty.

8. Performance of the Contract

Vendor agrees to perform all work and services in a good and workmanlike manner. Vendor shall not interfere in any way with and shall cooperate fully with other vendors and contractors procured by the Park District for this project.

Vendor, on receipt of this Contract executed by the Park District, shall immediately place orders for materials and otherwise commence performance of this Contract, unless otherwise directed by the Park District. No claim for extras shall be allowed unless such claim is first submitted in writing to the Park District and approved in writing by an authorized agent of the Park District. All extras shall be subject to the Park District's prior written approval.

9. Termination

The Park District may terminate this Contract as follows:

- a. The Park District may, at any time, terminate the Contract in whole or in part for the convenience of the Park District and without cause. Termination by the Park District under this Paragraph 9 shall be by a notice of termination delivered to the Vendor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination the Vendor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued

portions of the Contract; (4) terminate all subcontracts and orders to the extent they relate to the work and services terminated; (5) proceed to complete the performance of work and services not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated work and services. In the event of termination for convenience by the Park District, the Vendor shall recover payment for approved work executed on the terminated portion of the work before the effective date. Vendor shall not be entitled to damages or lost profits resulting from termination for convenience under this Paragraph.

- b. If Vendor fails to provide the Goods and services as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within three (3) business days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Vendor, the Park District may immediately terminate this Contract and enter into an agreement with another Vendor or Vendors to provide the Goods. In such event, Park District shall not be liable to Vendor for all or any portion of the Contract Sum. Vendor shall be liable to the Park District and shall pay the Park District promptly upon demand the increased cost to the Park District of obtaining the Goods and services from the substitute Vendor(s), including, without limitation, the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees.
- c. If Vendor is adjudged as bankrupt, or if Vendor makes a general assignment for the benefit of Vendor's creditors, or if a receiver is appointed on account of Vendor's insolvency, or if any provision of the bankruptcy law is invoked by or against Vendor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, (i) immediately terminate the retention of Vendor and/or (ii) finish or cause to be finished the Vendor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Vendor shall not be entitled to receive any payment until the work and/or services are completed. If the unpaid balance of the Contract Sum exceeds (1) the expenses of completing the work and/or services, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Vendor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Vendor. If the Park District Expenses and Damages shall exceed such unpaid balance, Vendor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

10. Correction of Deficiencies

If the Vendor defaults or neglects to provide the Goods in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the Park District to commence and continue correction of such default, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments

then or thereafter due the Vendor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto, and may terminate the Contract in accordance with Paragraph 9.b of this Contract. If payments then or thereafter due the Vendor are not sufficient to cover such amounts, the Vendor shall pay the difference to the Park District.

The rights and remedies of Park District stated in this Contract shall be in addition to and not in limitation of, any other rights of the Park District granted in the other Contract Documents or at law or in equity.

11. Ownership and Use of Documents

All title, ownership and copyright privileges to all drawings, plans, specifications and other documents and instruments of service prepared or provided by Vendor in connection with the Goods, in whatever format (collectively, "Project Documents") are and shall at all times be vested in the Park District. Vendor agrees, when requested by the Park District, to execute immediately any documents which evidence and acknowledge the Park District's ownership of all Project Documents. All Project Documents prepared or furnished by Vendor shall be solely the property of the Park District the time of their preparation or upon the suspension or termination the Vendor. Reproducible copies of Project Documents shall, to the extent not previously delivered, be delivered promptly to the Park District upon demand and thereafter may be used by the Park District in whole or in part or in modified form for such purposes as the Park District may deem advisable, without further employment of or payment of additional compensation to Vendor or anyone retained by Vendor. Notwithstanding the foregoing, Vendor retains the right to use standard design elements and details which are neither unique to the Park District nor related to the business of the Park District.

12. No Infringement

Vendor warrants that the Goods and any parts thereof do not infringe on any copyrights, patent rights, trade secrets or other rights of any third party. Vendor agrees to indemnify, defend and hold the Park District harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by the Park District in connection with any such infringement claim by any third party, provided, however, that the Park District permits Vendor all available information, assistance and authority to enable Vendor to do so. Vendor further warrants that if the Park District is enjoined from using the Goods due to an actual or claimed infringement of any patent right or copyright or other property right or for any other reason then, at Vendor's option, Vendor shall promptly either: (i) procure for the Park District, at Vendor's expense, the right to continue using the Goods; or (ii) replace or modify the Goods, at Vendor's expense, so that the Goods become non-infringing.

13. Tax Exemption

The Park District is exempt for the Illinois Retailer's Occupational Tax, the Illinois Use Tax and the Federal Excise Tax as an exempt entity under the Internal Revenue Code. The Park District shall provide its tax exemption identification number to Contractor upon Contractor's request.

14. Vendor's Representations

The Vendor hereby specifically acknowledges and declares, and the execution of this Contract by the Vendor is a representation of the Vendor that the Contract Documents are full and complete, are sufficient to have enabled the Vendor to determine the cost of the Goods and that the Contract Documents are sufficient to enable it to supply and deliver the Goods outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Vendor's obligation to supply the Goods for an amount not in excess of the Contract Sum on or before the delivery date established in the Contract.

The Vendor shall carefully study and compare the Contract Documents with each other and with information furnished by Park District and shall at once report to the Park District errors, inconsistencies or omissions discovered. The Vendor shall not be liable to the Park District for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a reasonably prudent and experienced Vendor in advance. If the Vendor performs any manufacturing activity involving an error, inconsistency or omission in the Contract Documents that Vendor recognized or reasonably should have recognized and of which Vendor failed to notify the Park District, the Vendor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction.

The Vendor further represents that it has full right, title and authority to transfer the Goods to the Park District and that such transfer, upon delivery to the Park District, shall not be subject to the right or interest of any third party whatsoever.

15. Warranties

The Vendor warrants to the Park District that materials and equipment furnished under the Contract will be of the best quality and new, that the Goods will be free from defects and deficiencies, and that the Goods will conform to the requirements of the Contract Documents. Goods not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by Park District's abuse, modifications not executed by the Vendor, improper or insufficient maintenance or improper operation by Park District.

Liability or refusal of the subcontractor or vendor responsible for the defective materials, equipment or goods to correct the same shall not excuse the Vendor from performing under the warranty. If required by the Park District, the Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by the Vendor. All warranties shall be addressed to the Park District and delivered to the Park District upon delivery of the Goods. Vendor must provide the Park District with two (2) copies of any manufacturer's warranty or guarantee information. Where required, the Vendor will assign all manufacturers' warranties to the Park District. Except as otherwise provided in this Contract, all warranties shall become effective on the date of delivery to the Park District, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. Vendor shall repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period.

Vendor shall correct any portion of the Goods that are defective, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one year after delivery and acceptance of the Goods by the Park District, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by Vendor or subcontractors contrary to the Park District's request or to requirements specifically expressed in the Contract Documents and was therefore not visible for inspection by the Park District at the time the Goods were delivered. Final acceptance shall occur only after the Goods have been delivered, inspected and accepted by the Park District.

No warranty herein shall be deemed waived upon Park District's inspection and acceptance of delivery of the Goods.

16. Insurance

- A. **Commercial General and Umbrella Liability Insurance.** Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations independent Vendors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District. The insurance company's liability shall not be reduced by the existence of such other insurance.
- B. **Business Auto and Umbrella Liability Insurance.** Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- C. **Workers Compensation Insurance.** Vendor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Vendor waives all rights against Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Vendor's work.

D. General Insurance Provisions.

1. **Evidence of Insurance.** Prior to commencing any services, Vendor shall furnish Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested. Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance. Park District shall have the right, but not the obligation, of prohibiting Vendor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District. Failure to maintain required insurance may result in termination of this Contract at Park District's option. With respect to insurance maintained after final payment in compliance with requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Park District whenever requested. Vendor shall provide certified copies of all insurance policies required above within 10 days of Park District's written request for said copies.
2. **Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A:VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A:VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.
3. **Cross-Liability Coverage.** If Vendor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Park Districts, its officers, officials, employees, volunteers and agents or required to procure a bonds guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
5. **Subcontractors.** Vendor shall cause each subcontractor employed by Vendor to purchase and maintain insurance of the type specified above. When requested by the Park District, Vendor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

17. Indemnification

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Vendor's obligations pursuant to this Contract, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission, by the Vendor, any subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Vendor shall similarly protect, indemnify and hold and save harmless the Park District's officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of breach of any of their obligations under, or default of, any provision of the Contract.

18. Extension of Time

Extension of time provided for the supply and delivery of the Goods shall be the Vendor's sole remedy for delay unless the same shall have been caused by acts constituting intentional interference by Park District with Vendor's obligations hereunder and where to the extent that such acts of the Park District continue after Vendor's written notice to the Park District of such interference. The Park District's exercise of any of its rights under the Contract, regardless of the extent or number of changes, or the Park District's exercise of any of its remedies of suspension of any work or services, or requirement of correction or re-execution of any defective Goods, shall not under any circumstances be construed as intentional interference with Vendor's obligations under this Contract.

19. Independent Contractor

Vendor acknowledges that it is an independent contractor: it alone retains control of the manner of conducting its activities in furtherance of this Contract. Vendor, as well as any persons or agents it may employ, are not employees of the Park District, and neither this Contract nor the administration thereof shall operate to render or deem either party hereto the agent or employee of the other.

20. No Third Party Beneficiary

This Contract is entered into solely for the benefit of the contracting Parties, and nothing in this Contract is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Contract or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or the Vendor, and/or any of their respective officials, officers and/or employees.

21. Non-Assignment

This Contract is non-assignable in whole or part by the Vendor, and any assignment shall be void without prior written consent of the Park District.

22. No Waiver

Waiver of any of the terms of this Contract shall not be valid unless in writing and signed by the Parties. The failure of the Park District to enforce the provisions of this Contract or require performance by Vendor of any of the provisions shall not be construed as a waiver of such provisions or affect the right of the Park District to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of contract.

23. Time

Time is of the essence for all matters concerning this Contract.

24. Compliance with Laws

All materials, supplies and equipment provided under this Contract must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production and sale of the product or service contained herein. Lack of knowledge on the part of the Vendor will in no way be cause for release of this obligation. The Park District reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the Vendor.

25. Governing Law; Venue

This Contract and the other Contract Documents shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be proper in the Circuit Court of DuPage County.

26. Entire Agreement

This Contract contains the entire agreement between the Parties, and no statement, promise or inducement made by either party to the agency of either party that is not contained in this written Contract shall be valid or binding; and this Contract may not be enlarged, modified or altered except signed by the Parties and endorsed thereon.

27. Amendment

No amendment or modification shall be made to this Contract unless it is in writing and signed by both Parties.

28. Headings

The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.

29. Severability

If any provision of this Contract is declared invalid or unenforceable, the remainder of this Contract shall continue in full force and effect, to the extent not affected by the invalid or unenforceable provision.

30. Notice

All notices required or permitted to be given under this Contract shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile or e-mail transmission provided such transmission, together with fax machine or e-mail generated confirmation of such transmission, is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

FOR THE PARK DISTRICT:

Wheaton Park District
102 E. Wesley Street
Wheaton, Illinois 60187
Attn: Executive Director

FOR THE VENDOR:

NuToys Leisure Products, Inc.
915 Hillgrove
LaGrange, IL 60525
Attn: Kevin Driscoll

IN WITNESS WHEREOF the Parties hereto have set their respective hands and seals and year first above written.

WHEATON PARK DISTRICT

By:

President
Board of Park Commissioners

Attest:



Secretary
Board of Park Commissioners

NUTOYS LEISURE PRODUCTS, INC.

By:



Kevin J. Discall

Its:

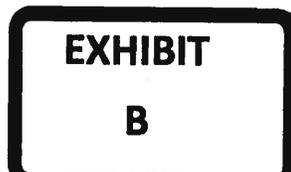

Sales Representative

VENDOR COMPLIANCE AND CERTIFICATIONS FOR PURCHASE OF GOODS

Note: The following certifications form an integral part of the Contract between the Wheaton Park District and Vendor. Breach by Vendor of any of the certifications may result in immediate termination of the Vendor's services by the Park District. THIS FORM MUST BE PROPERLY EXECUTED BY VENDOR AND SUBMITTED WITH VENDOR'S BID PROPOSAL. FAILURE TO DO SO MAY RESULT IN REJECTION OF BID PROPOSAL AS NON-RESPONSIVE.

THE UNDERSIGNED VENDOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Vendor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Vendor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Vendor's knowledge, no officer or employee of Vendor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Vendor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Vendor also certifies that no officers or employees of the Vendor have been so convicted and that Vendor is not the successor company or a new company created by the officers or Park Districts of one so convicted. Vendor further certifies that any such conviction occurring after the date of this certification will be reported to the Park District, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Vendor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Vendor further certifies that such



policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

F. (i) Vendor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Vendor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Vendor without collusion or fraud; (iii) no official, officer or employee of the Park District has any direct or indirect financial interest in Vendor's bid proposal or in Vendor, (iv) the Vendor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Park District and the Park District's employees and agents), to procure improperly special or unusual treatment with respect to this Contract or for the purpose of otherwise improperly influencing the relationship between the Park District and the Vendor. Additionally, the Vendor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.

G. Vendor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Vendor further certifies that Vendor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.

H. Neither Vendor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

I. Vendor is not barred from contracting with the Park District because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Vendor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Park District, a municipal entity, to recover in a civil action all amounts paid to the Vendor.

K. If Vendor has 25 or more employees at the time of letting of the Contract, Vendor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Vendor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

L. The Vendor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Vendor shall within two (2)



Box 2121
LaGrange, IL 60525
708-579-9055
1-800-526-6197
708-579-0109 (fax)
play@nutoys4fun.com
www.nutoys4fun.com

March 30, 2017

Wheaton Park District
102 E. Wesley Street
Wheaton, IL 60187
Attention: Secretary of the Board

Re: Scottdale Park Playground Equipment

Thank you for inviting us to submit a proposal for Playground Equipment on this project. Enclosed find our completed proposal in for our Landscape Structures play equipment in accordance with your bid specifications.

Enclosed for your review find the following (In Duplicate):

- Proposal Form.
- Landscape Structures Product Warranty.
- Landscape Structures Certificate of Insurance.
- NuToys Certificate of Insurance.
- CPSC/ASTM Compliance Certification Letter.
- Specifications on our Landscape Structures equipment.
- Landscape Structures Standard Color Choices.
- Landscape Structures Catalog.
- Regarding the Indemnification portion of the general terms and conditions we clarify the hold harmless section in the following way: "Our indemnification on this project applies only to any error, omission, or act of negligence of the supplier during its performance of the contract, and not to any act, error, omission, or negligence by others who are not within the care, custody, and control of the supplier."

Don't hesitate to call me at (708) 579-9055 or (800) 526-6197 if there are any questions or if I can be of further help. We appreciate your interest in our equipment and hope to work with you on the development of this project.

Sincerely,
NuToys Leisure Products, Inc.

Kevin Driscoll, Sales Representative

KD/jlf

Enclosures

EXHIBIT

A

Memorandum

To: All Bidders
From: Steve Hinchee, Superintendent of Planning
Date: March 30, 2017
Re: Post-Bid Informational Meeting
Scottsdale Playground Equipment

1. The Wheaton Park District would like to offer bidders the opportunity to meet with district staff for Post-bid Informational Meeting to provide staff with additional data used to determine which playground design is best suited for the project:
 - (i) the proposed meetings afford each bidder an equal opportunity to present information in support of their design as measured against the previously published criteria;
 - (ii) the criteria used to evaluate each bidder's design will not change;
 - (iii) all bidders are aware of those criteria; and
 - (iv) the additional information provided will be used only to measure the design proposal against the criteria.

Bidders will be allowed 30 minutes to present and answer questions. The goal of these meetings is to allow staff a better ability to rank these areas during the evaluation of bids.

Please indicate availability between 11:30 and 12:30 for the dates and times below.

(Circle dates & times available)

4/3/17 11:30 - 12:00	4/4/17 11:30 - 12:00	4/5/17 11:30 - 12:00	4/6/17 11:30 - 12:00	4/7/17 11:30 - 12:00
4/3/17 12:00 - 12:30	4/4/17 12:00 - 12:30	4/5/17 12:00 - 12:30	4/6/17 12:00 - 12:30	4/7/17 12:00 - 12:30

PLEASE NOTE ON YOUR BID PROPOSAL FORM THAT YOU HAVE RECEIVED THIS MEMORANDUM OR RETURN A SIGNED COPY OF THE MEMORANDUM WITH YOUR BID PROPOSAL FORM.

MEMORANDUM RECEIVED:

SIGNED: Kevin Driscoll
DATE: 3/30/17
COMPANY: NuTous Leisure Products, Inc.

**BID PROPOSAL TO THE WHEATON PARK DISTRICT
BOARD OF PARK COMMISSIONERS
FOR THE PROVISION OF SCOTTDAL PARK PLAYGROUND EQUIPMENT**

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the bid Proposal Form;
- D. That it is understood and agreed that the Wheaton Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for ninety (90) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Accomplish the Work in accordance with the Contract Documents; and
 - (b) Complete the Work within the time requirements as set forth in the Bid Documents.
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;
- I. That the Vendor shall have full responsibility for coordinating, expediting, and managing payment requests, and administering the Project and subcontractors;
- J. That the Bidder has submitted, in order to be considered eligible for this job, the following references:

(a) at least five (5) buyers of Playground Equipment from Bidder within the past three (3) years;
and

(b) at least three (3) construction companies that have installed the proposed equipment in the last three (3) years; and

K. That Bidder has submitted an executed Vendor Compliance and Certification Attachment.

Submitted this 30th day of March, 2017.

Name: NuToys Leisure Products, Inc.
By: Kevin Driscoll
Signature: *Kevin Driscoll*
Title: Sales Representative

SUBSCRIBED AND SWORN TO before me
this 30th day of March, 2017.

Janet L. Folkerts
Notary Public



STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

PROPOSAL TO THE WHEATON PARK DISTRICT
 BOARD OF PARK COMMISSIONERS
 FOR THE PROVISION OF SCOTTTDALE PARK PLAYGROUND EQUIPMENT

The undersigned Bidder agrees that should this Proposal be accepted by the Owner, he will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials, tools and equipment, and perform all work necessary for the Wheaton Park District to complete the construction and installation of all items detailed in the written Specifications for the amounts set forth as follows (Please complete in ink or type):

BASE BID PROPOSAL

The Owners shall pay to the Bidder for provision and delivery of the following equipment:

5-12 YEAR OLD PLAY STRUCTURE	CONCEPT 1	CONCEPT 2
Cost including shipping	\$ 43,000.00	\$ 43,000.00
2-5 YEAR OLD PLAY STRUCTURE	CONCEPT 1	CONCEPT 2
Cost including shipping	\$ 16,000.00	\$ 16,000.00
SWINGS	CONCEPT 1	CONCEPT 2
Cost including shipping	\$ 4,450.00	\$ 4,450.00

Discount if all bid items are awarded?

\$ _____

Can equipment be delivered by August 4, 2017? Yes No

If no indicate when delivery can be expected _____

Indicate how long price will hold, if price protection is in effect on the bid price: 2017

Addendum # _____, _____, _____, _____, _____, have been received and acknowledged.

The Bidder further certifies that the official name or title and the business address of the Bidder to be considered as of the making of this proposal is as follows:

COMPANY NAME:	NuToys Leisure Products, Inc.
----------------------	-------------------------------



March 28, 2017

Box 2121
La Grange, IL 60525
708-579-9055
708-579-0109 (fax)
1-800-526-6197

SCOTTDAL PLAYGROUND
WHEATON, IL
OPTION 1
PLAYBOOSTER

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	
PlayBooster Component System 5-12			
1	130798A	Double Swirl Slide 48"Dk DB	
1	130390A	Double Swoosh Slide 64"Dk DB1	
1	124863F	SlideWinder2 72"Dk DB 1 Straight 1 Right 1 Left	
1	204176A	Flex Climber w/Permalene Handhold 8" Deck Diff attached to 72"Dk	
1	176078A	Lollipop Climber 48"Dk DB	
1	157427B	Pod Climber w/Handloop 32"Dk DB Right Handhold	
1	203845A	Seeker Climber w/Permalene Handholds 32" Deck Diff Attached to 64"	
1	176079A	Sunbeam Climber	
1	145624D	Vertical Ascent 72"Dk	
1	116249A	Vertical Ladder 32"Dk DB	
1	123284A	Wiggle Ladder 32"Dk DB	
1	141886B	Access/Landing Assembly Rails Barrier Right 32"Dk	
1	119805A	Single Beam Loop Horiz Lad 84"Connected Between Decks	
1	152443A	Grid Walk w/Barriers	
1	111357A	Chinning Bar Alum DB	
1	120902A	Handhold Leg Lift	
1	111357B	Turning Bar Alum DB	
1	118110A	Square Poly Roof Custom Logo Panels SCOTTDAL PARK	
1	152911C	Curved Transfer Module Left 48"Dk DB	
4	111228A	Square Tenderdeck	
1	111404F	108"Alum Post DB	
3	111404E	116"Alum Post DB	
4	111404D	124"Alum Post DB	
4	111404B	140"Alum Post DB	
1	111404N	140"Steel Post DB	
1	111404W	156"Steel Post DB	
4	CL253408	216" roof posts for 96"DK 44"DB CR#72977	
TOTAL FOR 5-12			\$ 43,000
PlayBooster Component System 2-5			
1	130798A	Double Swirl Slide 48"Dk DB	
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps	
1	179026A	ABC Climber w/Vibe Handholds 48"Dk DB	
1	139782A	2"Horizontal Ladder 4-5 Years Connected Between Decks	
1	141887B	Access/Landing Assembly Seat Barrier Right 16"Dk	
1	164092A	Bongo Panel Above Deck	
1	130565A	Table Panel DB	



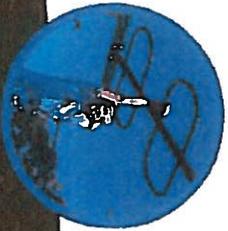
March 28, 2017

Box 2121
 La Grange, IL 60525
 708-579-9055
 708-579-0109 (fax)
 1-800-526-6197

SCOTTDALE PLAYGROUND
 WHEATON, IL
OPTION 2
 PLAYBOOSTER/SMART PLAY

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	
PlayBooster Component System 5-12			
1	144414A	Cloudburst Triple Slide 72"Dk DB1	
1	130390A	Double Swoosh Slide 72"Dk DB1	
1	152907D	Deck Link w/Barriers Steel end panels 4 Steps	
1	201887B	JigJag Climber w/Permalene Handhold (Right) 72"Dk1	
1	176078B	Lollipop Climber 72"Dk DB	
1	164078A	Ring Tangle 8" Difference Deck Heights1	
1	145624D	Vertical Ascent 72"Dk	
1	116249A	Vertical Ladder 32"Dk DB	
1	176081A	Canyon Climber	
1	142887A	2"Horizontal Ladder Connected Between Decks	
1	141886B	Access/Landing Assembly Rails Barrier Right 32"Dk	
1	143677B	Arch Bridge w/Barrier	
2	111345A	Bridge/Ramp Transition Bracket	
1	193173C	TightRope Bridge w/o Deck Connections	
2	116244A	Pipe Barrier Above Deck	
1	201545A	Blender Spinner DB ¹	
1	120902A	Handhold Leg Lift	
1	122197A	90° Triangular Tenderdeck	
1	152911A	Curved Transfer Module Right 32"Dk DB	
1	121948A	Kick Plate 8"Rise	
1	111229A	Square Deck Extension	
3	111228A	Square Tenderdeck	
2	111404G	100"Alum Post DB	
2	111404F	108"Alum Post DB	
4	111404E	116"Alum Post DB	
2	111404C	132"Alum Post DB	
2	111404O	132"Steel Post DB 42" BURY	
1	111404A	148"Alum Post DB	
8	179595O	204"Steel Post For Vibe Roof DB	
1	111404H	92"Alum Post DB	
8	TL000072	Castle Turret Panel For Hex Deck	
1	120711A	Pod Climber 16" DB	
TOTAL FOR 5-12			\$ 43,000

Scottsdale Park - Option 1 5-12 Area

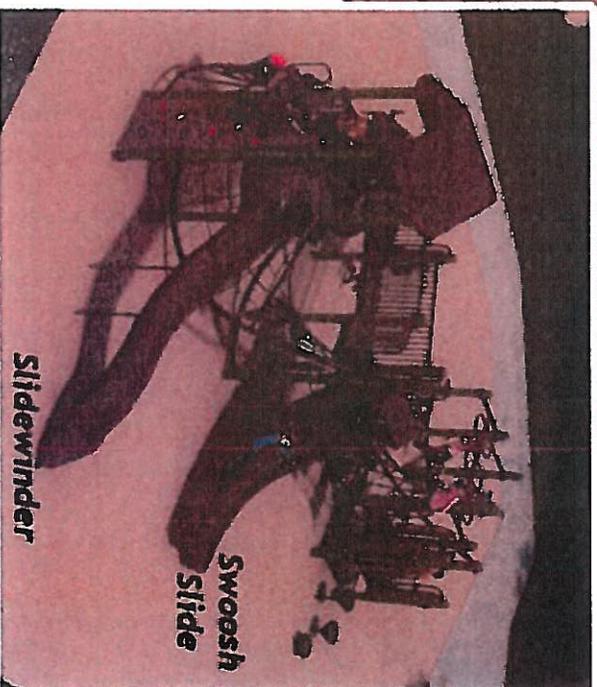
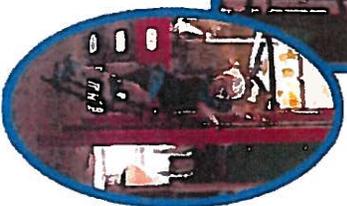


Chinning & Turning Bars



Lollipop Climber

Double Swirl Slide



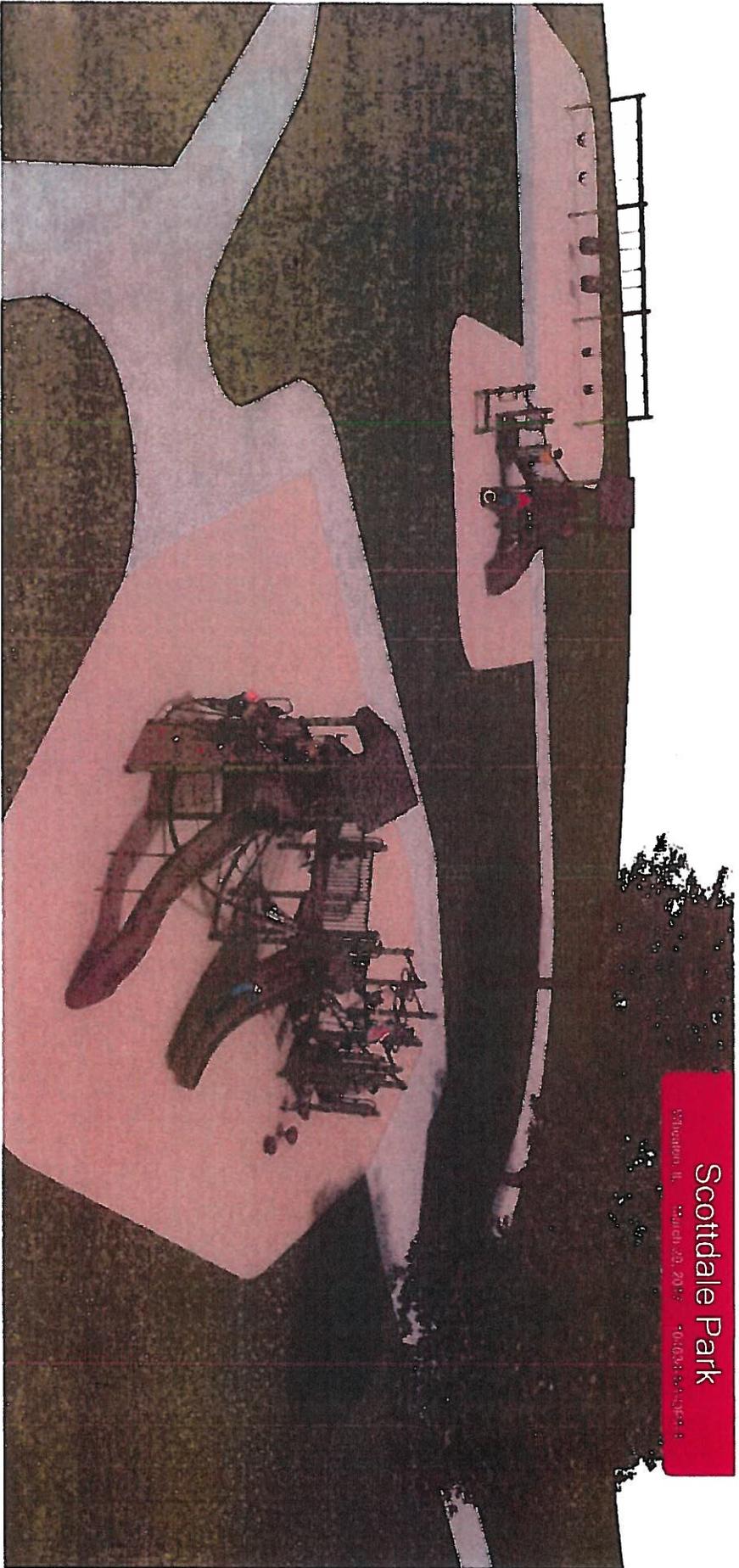
Swoosh Slide

Slidewinder



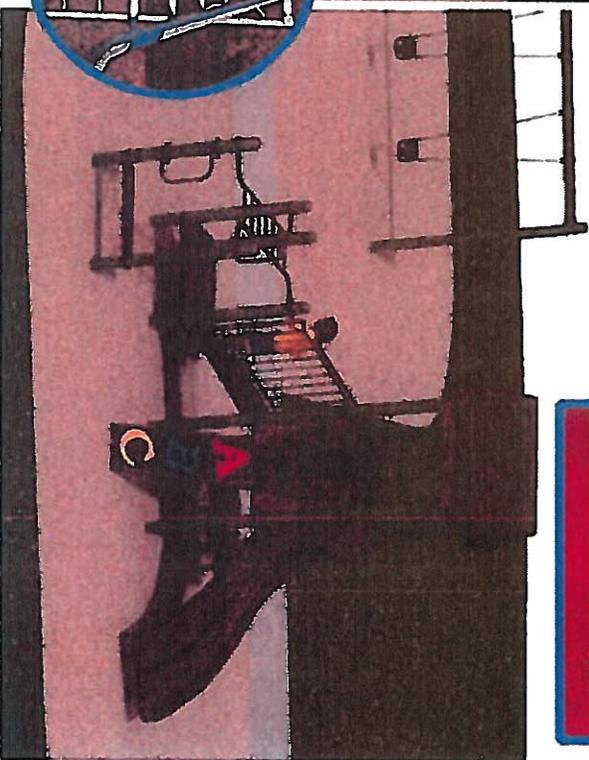
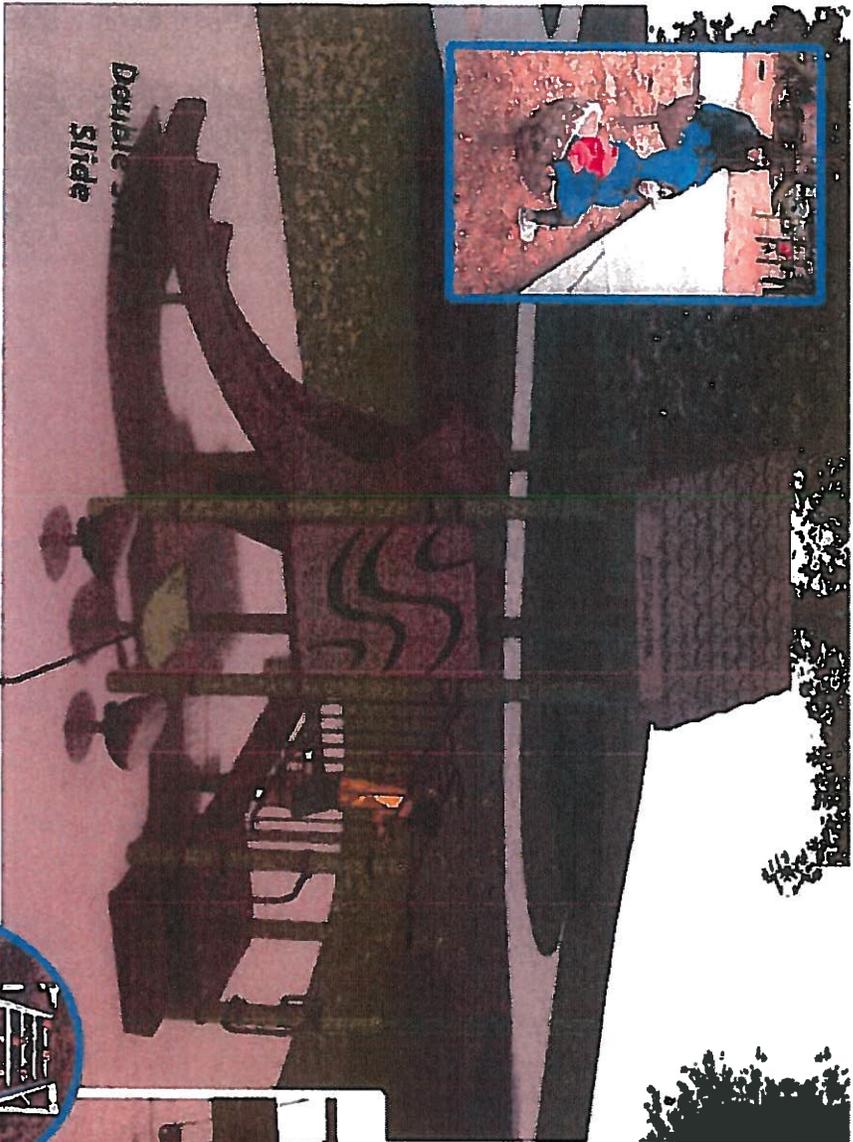
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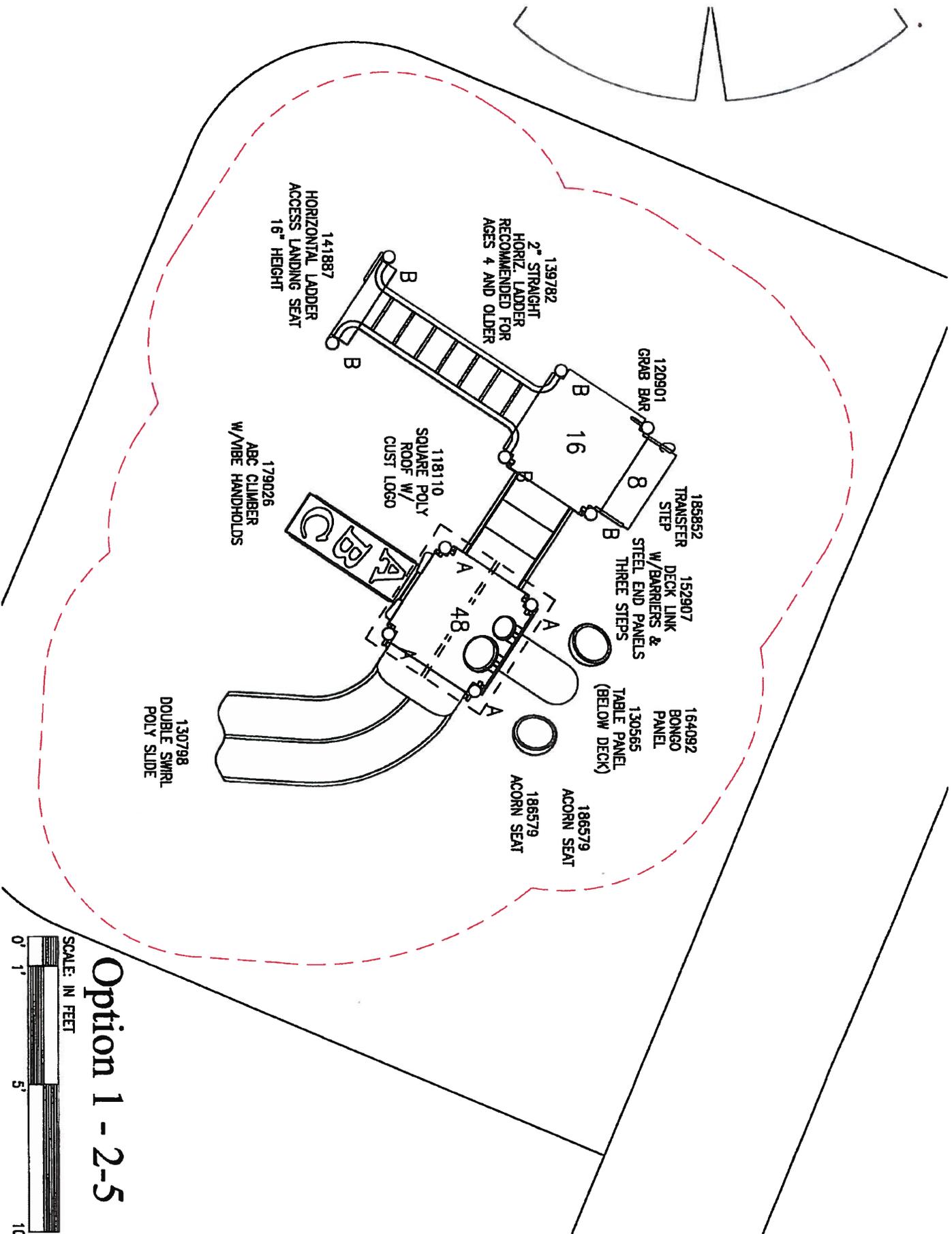
Scottdale Park



Scottsdale Park
Columbus, IL March 29, 2015 © 2015 by [unreadable]

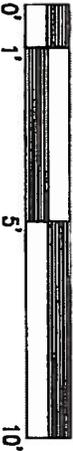
Scottsdale Park - Option 1 2-5 Area

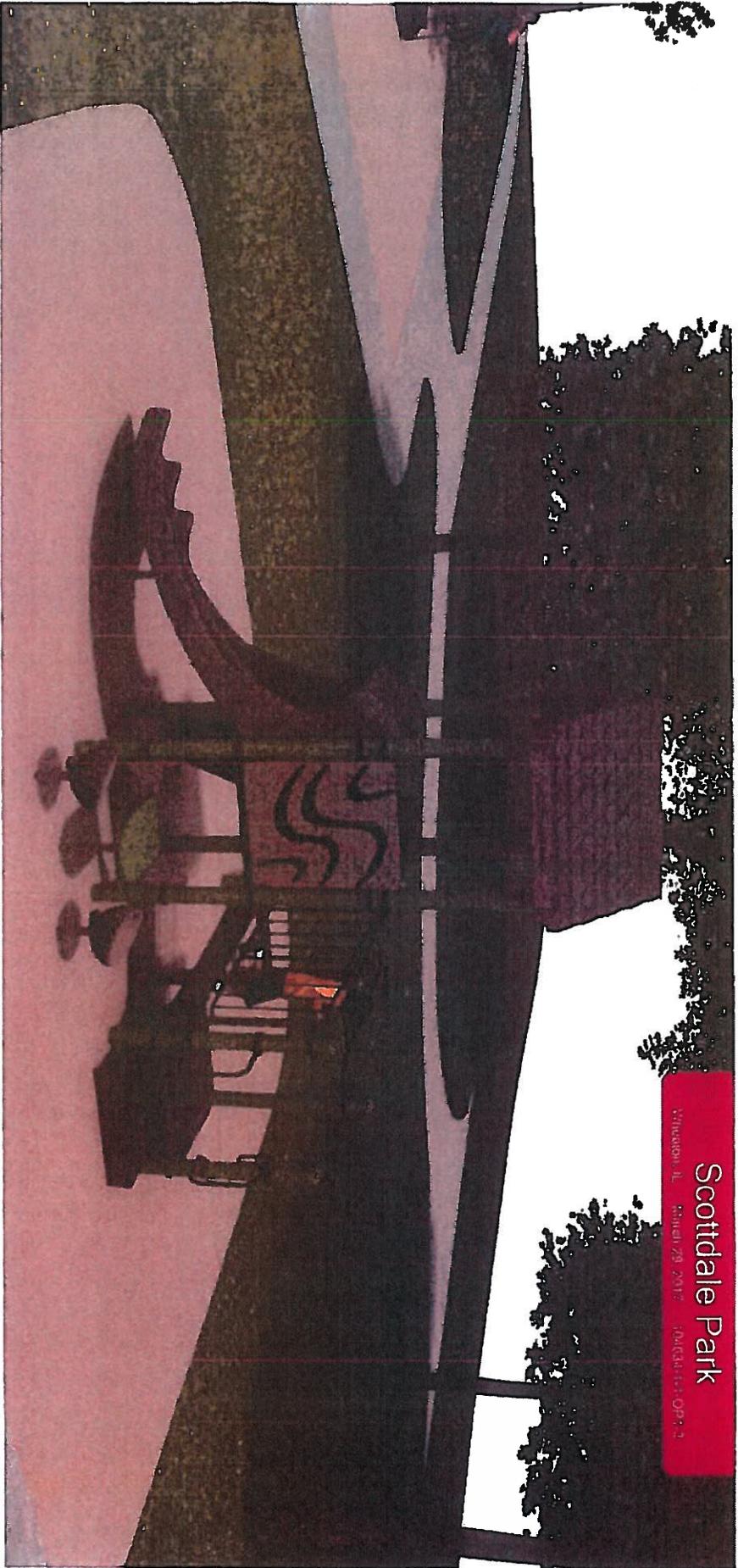




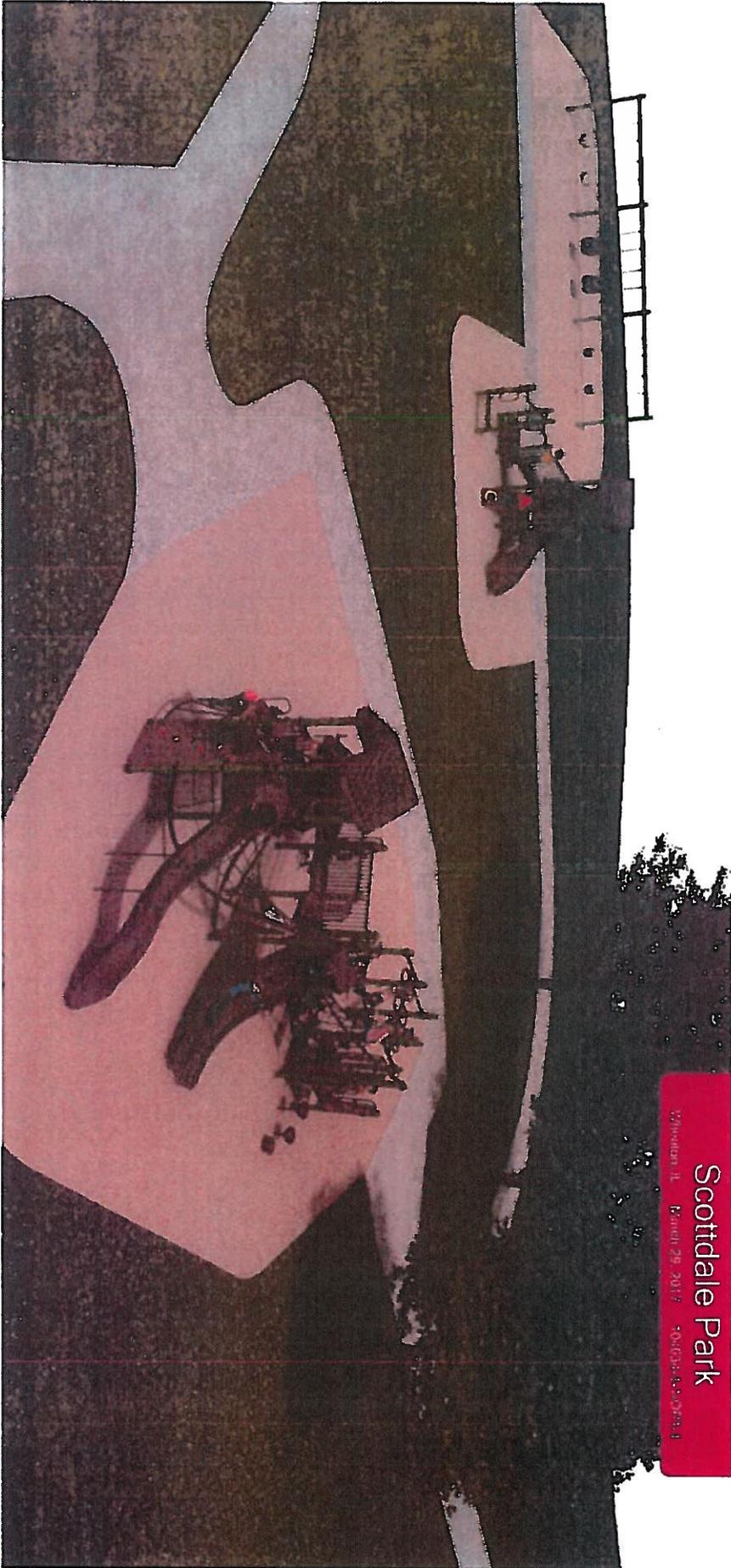
Option 1 - 2-5

SCALE: IN FEET



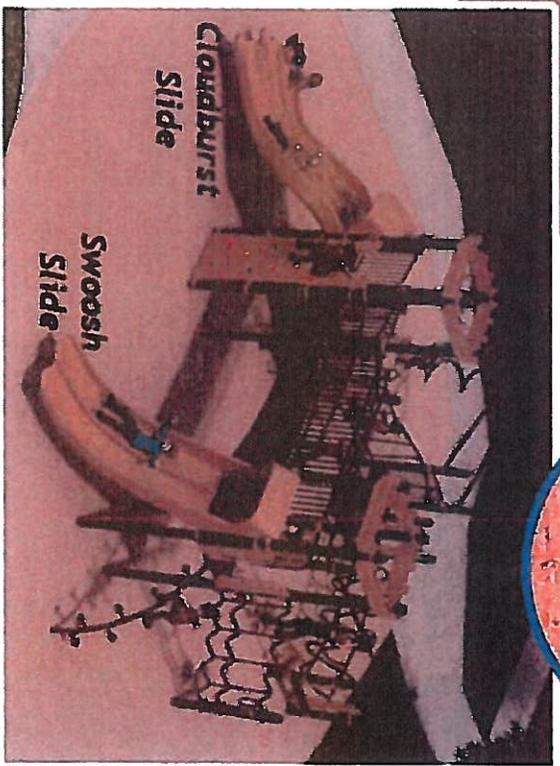
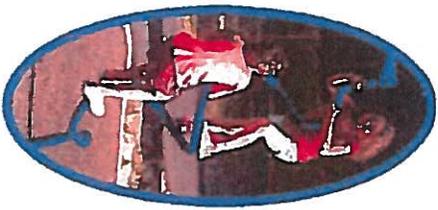
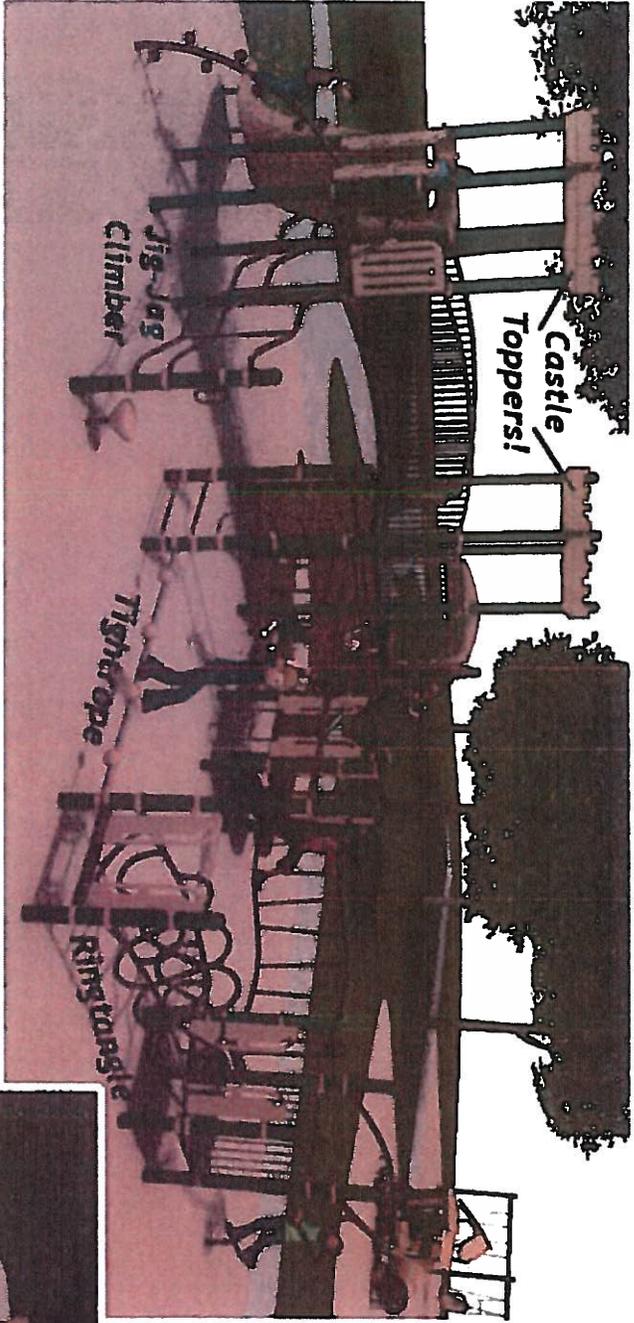


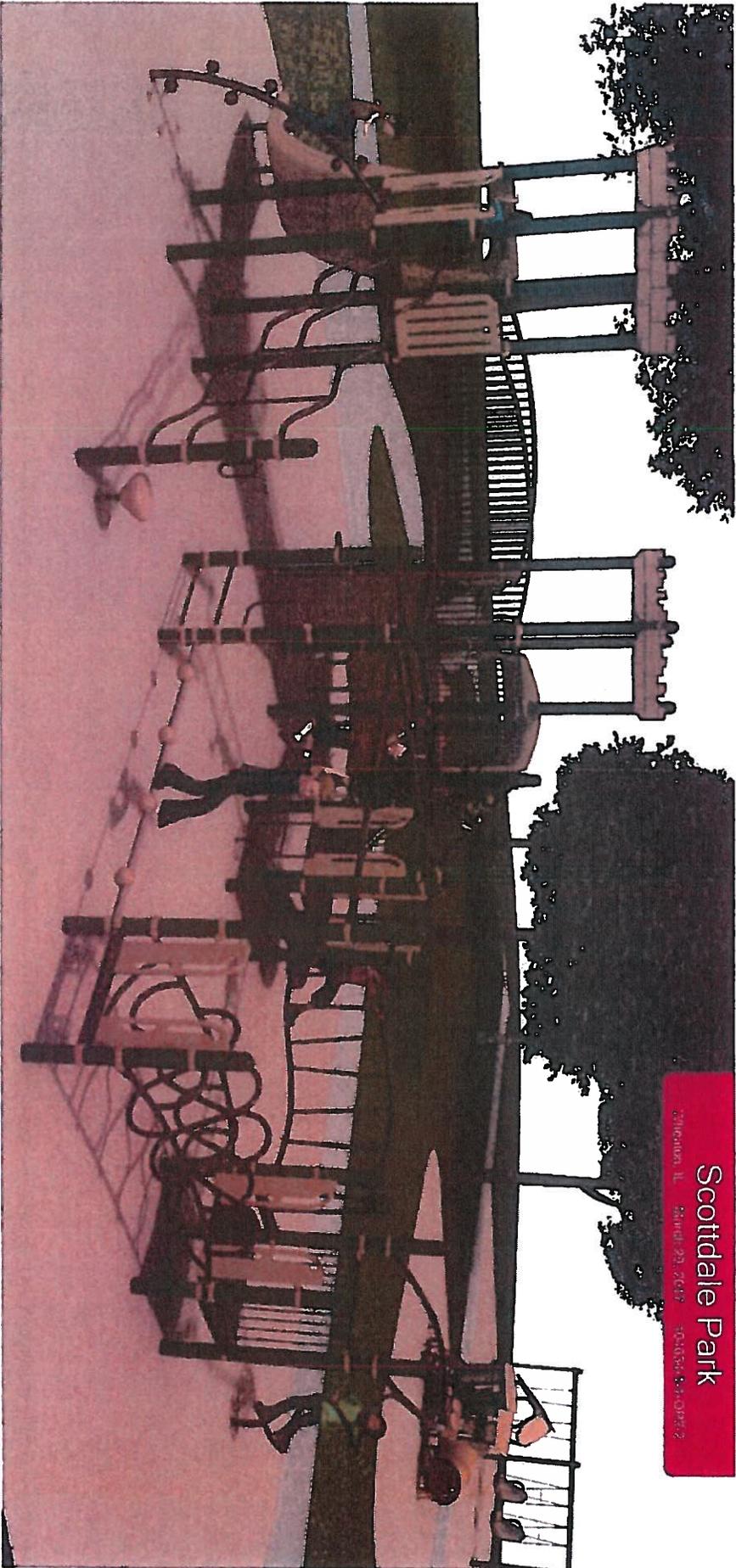
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Channahon, IL March 29, 2017 (06:04:13) OPF-2



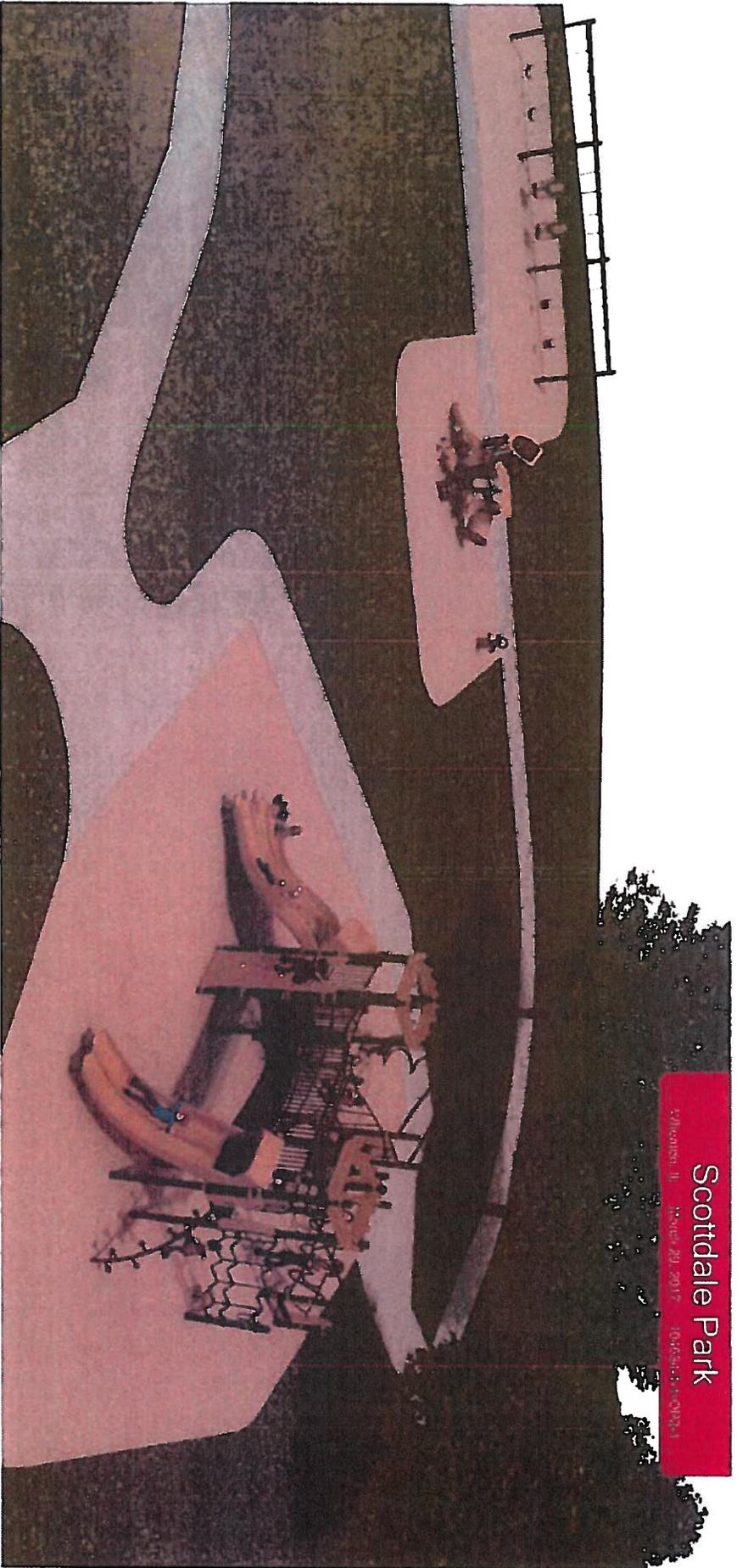
Scottsdale Park
Whisper II March 29, 2019 - 00:03:44:00:00

Scottsdale Park - Option 2 5-12 Area





Scottdale Park
Glenview, IL 2004-2011 04/05/11-08/12

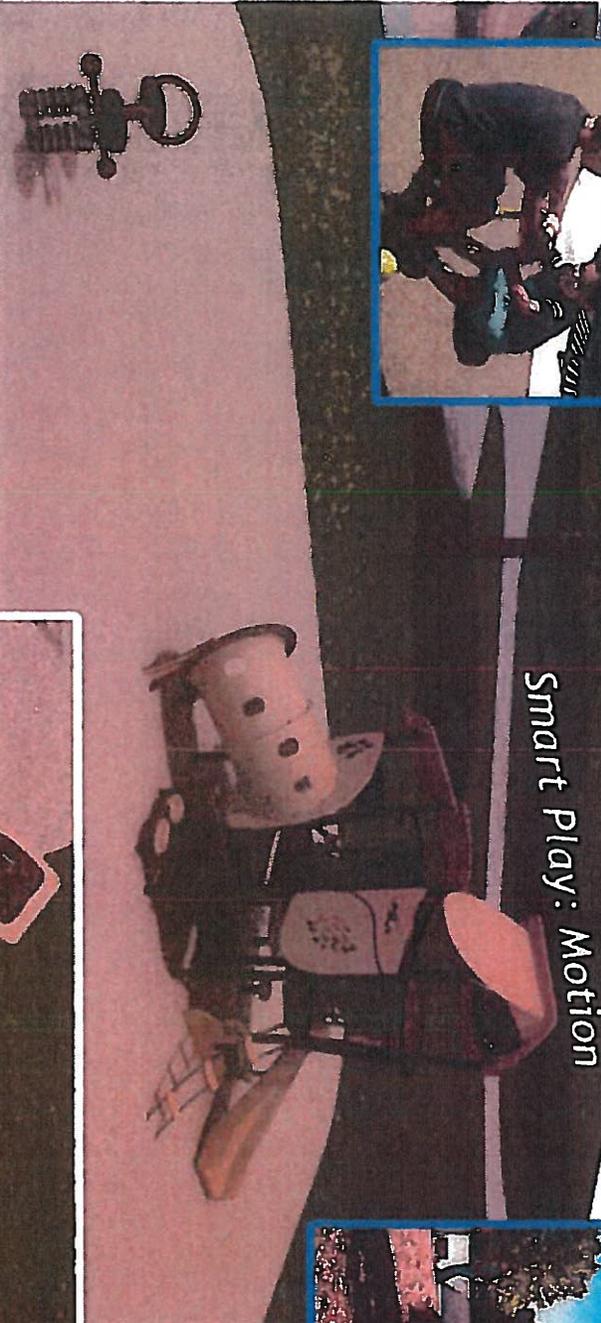
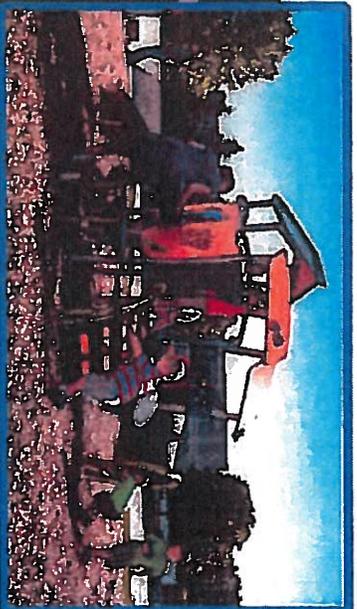


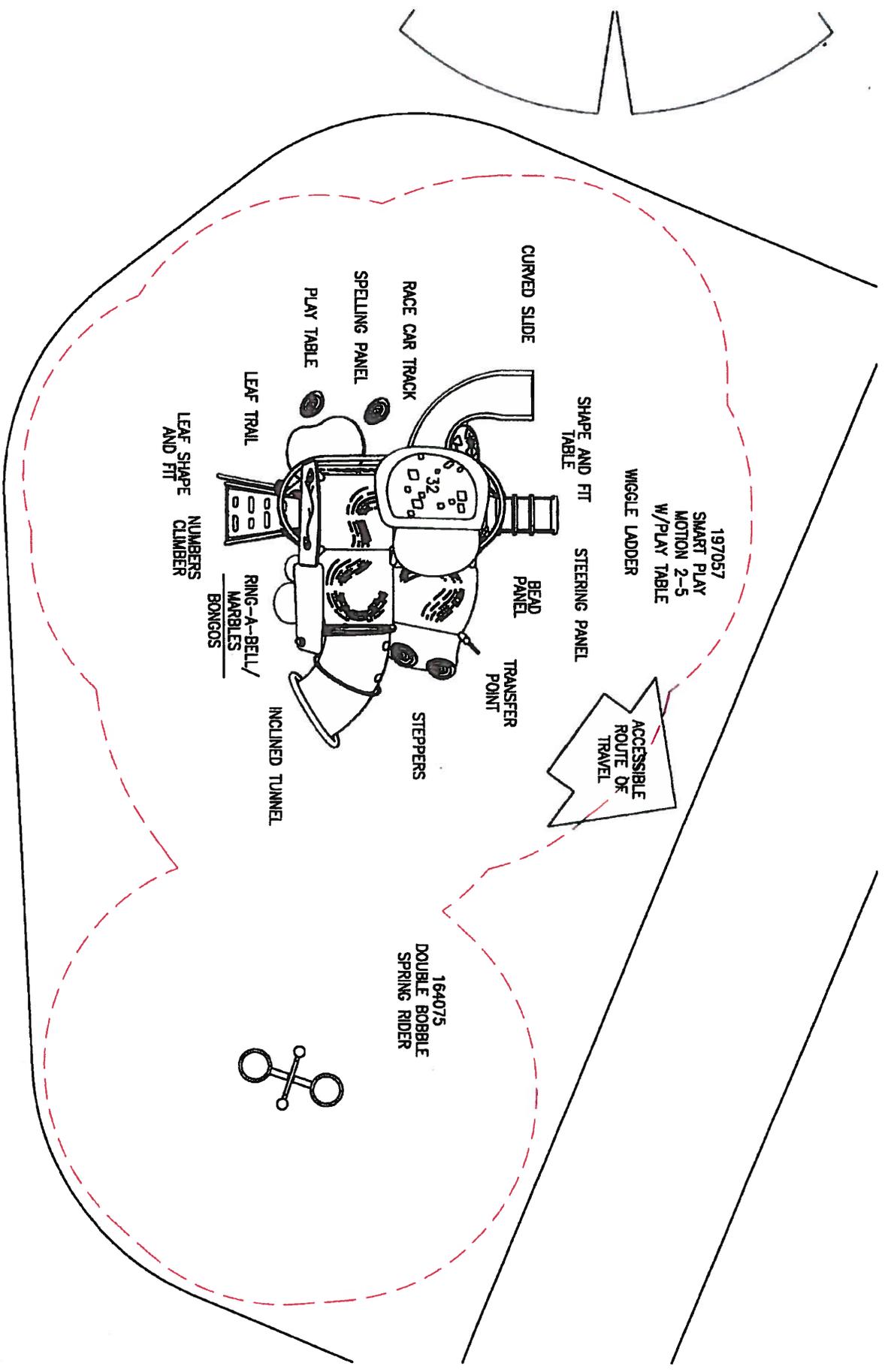
Scottsdale Park
Elmhurst, IL - Project 2017 - 10465643-00001

Scottsdale Park - Option 2 2-5 Area



Smart Play: Motion





ACCESSIBLE ROUTE OF TRAVEL

197057
SMART PLAY
MOTION 2-5
W/PLAY TABLE

WIGGLE LADDER

SHAPE AND FIT
TABLE

CURVED SLIDE

RACE CAR TRACK

SPELLING PANEL

PLAY TABLE

LEAF TRAIL

LEAF SHAPE
AND FIT

NUMBERS
CLIMBER

RING-A-BELL/
MARBLE
BONGOS

INCLINED TUNNEL

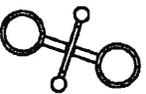
STEPPERS

TRANSFER
POINT

BEAD
PANEL

STEERING PANEL

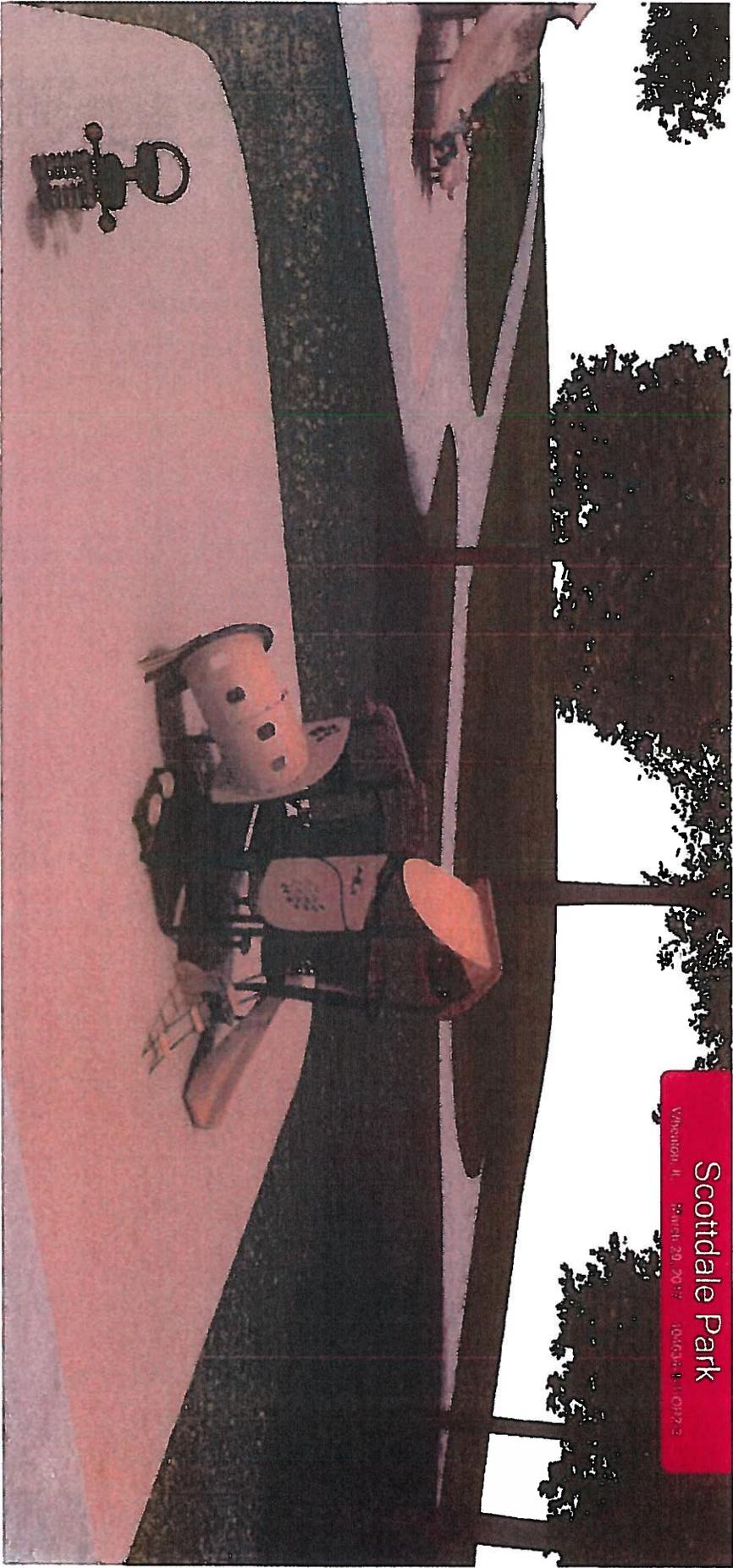
164075
DOUBLE BOBBLE
SPRING RIDER



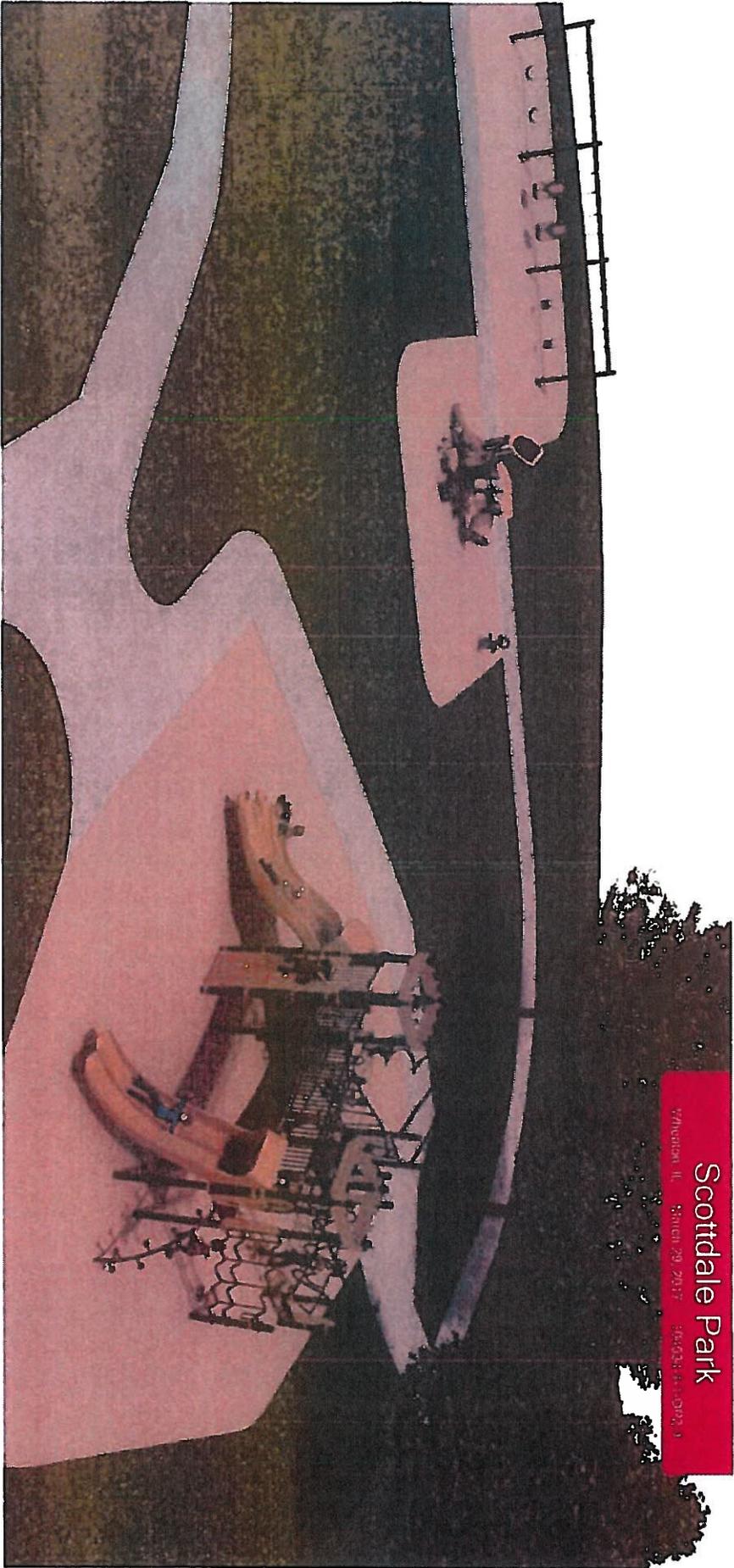
Option 2 - 2-5

SCALE: IN FEET





Scottsdale Park
Version II
March 20, 2017 - 10:03:41 AM '17



Scottdale Park
Michigan II Street 29 2017 550034 4-10-2017

COMPANY NAME:	NuToys Leisure Products, Inc.				
NAME OF BIDDER <i>(please print):</i>	Kevin Driscoll				
TITLE:	Sales Representative				
ADDRESS OF BIDDER:	915 Hillgrove Ave.				
	P.O. Box 2121				
CITY, STATE and ZIP:	LaGrange, IL 60525	FAX NUMBER:	708-579-0109		
PHONE NUMBER:	800-526-6197	E-MAIL:	play@nutoys4fun.com		
CELL PHONE NUMBER:	708-606-9055				
DATED THIS	30th	DAY OF	March	20	17
SIGNATURE:					

OPTION 1

SCOTTDALE PARK Playground Equipment Worksheet	Accessible (from Ground, by Ramp, by Transfer or Not Accessible)	Deck Height (in inches)	Capacity (Number of users at one time)
5-12 YEAR OLD PLAY STRUCTURE Theme <u>1</u> <u>2</u> (circle one) <u>OPTION #1</u>			
List all Slides	Circle One		
1. Double Swirl	G R <u>T</u> NA	48"	2
2. Double Swoosh	G R <u>T</u> NA	64"	2
3. Slidewinder2	G R T <u>NA</u>	72"	1
4.	G R T NA		
5.	G R T NA		
List all Climbers	Circle One		
1. Flex	G R <u>T</u> NA	64"	3
2. Lollipop	G R <u>T</u> NA	48"	1
3. Pod	G R T <u>NA</u>	32"	1
4. Seeker	G R <u>T</u> NA	64"	3
5. Sunbeam	G R T <u>NA</u>	72"	1
List all Crawl Tunnels Additional Climbers	Circle One		
1. Vertical Ascent	G R T <u>NA</u>	72"	1
2. Wiggle Ladder	G R T <u>NA</u>	72"	1
3.	G R T NA		
4.	G R T NA		
5.	G R T NA		
List all Play Panels	Circle One		
1. N/A	G R T NA		
2.	G R T NA		
3.	G R T NA		
4.	G R T NA		
5.	G R T NA		
List all Boulders	Circle One		
1. N/A	G R T NA		
2.	G R T NA		
3.	G R T NA		
List all Nets	Circle One		
1. N/A	G R T NA		
2.	G R T NA		
3.	G R T NA		
List all Spring Rides and See-saws	Circle One		
1. N/A	G R T NA		
2.	G R T NA		
3.	G R T NA		
List all Other Equipment	Circle One		
1. Single Beam Loop Horizontal Ladder	G R T <u>NA</u>	32"	3
2. Chinning Bar	<u>G</u> R T NA	-	1
3. Handhold Leg Lift	<u>G</u> R T NA	-	1
4. Turning Bar	<u>G</u> R T NA	-	1
5. Gridwalk	G R <u>T</u> NA	64"	4
Total Capacity of Bid Item (total of items listed above)		26	
Total Square Feet Within Use Zone		1,488 SF	

SCOTTDALE PARK Playground Equipment Worksheet		Accessible (from Ground, by Ramp, by Transfer or Not Accessible)	Deck Height (in inches)	Capacity (Number of users at one time)
2-5 YEAR OLD PLAY STRUCTURE				
Theme: <u>1</u> 2 (circle one) <u>OPTION #1</u>				
List all Slides		<i>Circle One</i>		
1. Double Swirl	G R <u>T</u> NA	48"	2	
2.	G R T NA			
3.	G R T NA			
4.	G R T NA			
5.	G R T NA			
List all Climbers		<i>Circle One</i>		
1. ABC	G R <u>T</u> NA	48"	1	
2.	G R T NA			
3.	G R T NA			
4.	G R T NA			
5.	G R T NA			
List all Crawl Tunnels		<i>Circle One</i>		
1. N/A	G R T NA			
2.	G R T NA			
3.	G R T NA			
4.	G R T NA			
5.	G R T NA			
List all Play Panels		<i>Circle One</i>		
1. Bongo	G R <u>T</u> NA	48"	1	
2. Table with Acorn Seats (2)	<u>G</u> R T NA	-	2	
3.	G R T NA			
4.	G R T NA			
5.	G R T NA			
List all Boulders		<i>Circle One</i>		
1. N/A	G R T NA			
2.	G R T NA			
3.	G R T NA			
List all Nets		<i>Circle One</i>		
1. N/A	G R T NA			
2.	G R T NA			
3.	G R T NA			
List all Spring Rides and See-saws		<i>Circle One</i>		
1. N/A	G R T NA			
2.	G R T NA			
3.	G R T NA			
List all Other Equipment		<i>Circle One</i>		
1. 2" Horizontal Ladder	G R <u>T</u> NA	16"	2	
2.	G R T NA			
3.	G R T NA			
4.	G R T NA			
5.	G R T NA			
Total Capacity of Bid Item (total of items listed above)		7		
Total Square Feet Within Use Zone		600 SF		

OPTION 2

SCOTTDALE PARK Playground Equipment Worksheet		Accessible <small>(from Ground, by Ramp, by Transfer or Not Accessible)</small>	Deck Height <small>(in inches)</small>	Capacity <small>(Number of users at one time)</small>
5-12 YEAR OLD PLAY STRUCTURE Theme: 1 (2) (circle one) OPTION #2				
List all Slides		<i>Circle One</i>		
1. Cloudburst Slide	G R <input checked="" type="radio"/> T NA	72"	3	
2. Double Swoosh	G R <input checked="" type="radio"/> T NA	72"	2	
3.	G R T NA			
4.	G R T NA			
5.	G R T NA			
List all Climbers		<i>Circle One</i>		
1. Jig Jag	G R <input checked="" type="radio"/> T NA	72"	1	
2. Lollipop	G R <input checked="" type="radio"/> T NA	72"	1	
3. Ring Tangle	G R <input checked="" type="radio"/> T <input checked="" type="radio"/> NA	24"	1	
4. Vertical Ascent	G R <input checked="" type="radio"/> T NA	72"	1	
5. Canyon	G R <input checked="" type="radio"/> T NA	32"	1	
List all Crawl Tunnels		<i>Circle One</i>		
1. N/A	G R T NA			
2.	G R T NA			
3.	G R T NA			
4.	G R T NA			
5.	G R T NA			
List all Play Panels		<i>Circle One</i>		
1. N/A	G R T NA			
2.	G R T NA			
3.	G R T NA			
4.	G R T NA			
5.	G R T NA			
List all Boulders		<i>Circle One</i>		
1. N/A	G R T NA			
2.	G R T NA			
3.	G R T NA			
List all Nets		<i>Circle One</i>		
1. N/A	G R T NA			
2.	G R T NA			
3.	G R T NA			
List all Spring Rides and See-saws		<i>Circle One</i>		
1. N/A	G R T NA			
2.	G R T NA			
3.	G R T NA			
List all Other Equipment		<i>Circle One</i>		
1. Blender	<input checked="" type="radio"/> G R T NA	-	1	
2. Tightrope	<input checked="" type="radio"/> G R T NA	-	1	
3. Handhold Leg Lift	<input checked="" type="radio"/> G R T NA	-	1	
4. 2" Straight Horizontal Ladder	G R <input checked="" type="radio"/> T NA	32"	3	
5. Arch Bridge	G R <input checked="" type="radio"/> T NA	72"	4	
Total Capacity of Bid Item <i>(total of items listed above)</i>		20		
Total Square Feet Within Use Zone		1,598 SF		

SCOTTDALE PARK Playground Equipment Worksheet		Accessible (from Ground, by Ramp, by Transfer or Not Accessible)	Deck Height (in Inches)	Capacity (Number of users at one time)
2-5 YEAR OLD PLAY STRUCTURE Theme: 1 2 (circle one) OPTION #2				
List all Slides		Circle One		
1.	Curved Poly	G R T NA	32"	1
2.		G R T NA		
3.		G R T NA		
4.		G R T NA		
5.		G R T NA		
List all Climbers		Circle One		
1.	Wiggle Ladder	G R T NA	32"	1
2.	Numbers Climber	G R T NA	24"	1
3.		G R T NA		
4.		G R T NA		
5.		G R T NA		
List all Crawl Tunnels		Circle One		
1.	Inclined Tunnel	G R T NA	24"	1
2.		G R T NA		
3.		G R T NA		
4.		G R T NA		
5.		G R T NA		
List all Play Panels		Circle One		
1.	Alphabet	G R T NA	30"	1
2.	Ring-A-Bell	G R T NA	24"	1
3.	Marbles	G R T NA	24"	1
4.	Bongo	G R T NA	--	1
5.	Shape and Fit	G R T NA	--	1
List all Ropes X Additional Panels		Circle One		
1.	Leaf Trail	G R T NA	--	1
2.	Play Table with Seats	G R T NA	--	2
3.	Leaf Shape and Fit	G R T NA	--	1
List all Nets		Circle One		
1.	N/A	G R T NA		
2.		G R T NA		
3.		G R T NA		
List all Spring Rides and See-saws		Circle One		
1.	Double Bobble Rider	G R T NA	--	2
2.		G R T NA		
3.		G R T NA		
List all Other Equipment		Circle One		
1.	Race Car Track	G R T NA	32"	2
2.	Steering Wheel	G R T NA	32"	1
3.		G R T NA		
4.		G R T NA		
5.		G R T NA		
Total Capacity of Bid Item (total of items listed above)		18		
Total Square Feet Within Use Zone		554 SF		

PROJECT: SCOTTDALE PARK PLAYGROUND EQUIPMENT

REFERENCES - MUST SUBMIT FIVE (Within the past three 3 years)

1.	Project Name:	Elmhurst Park District - Butterfield Park		
	Date:	2016	Phone:	630-993-8939
	Contact:	Miranda Lovato		
	Equipment Provided:	PlayBooster Playstructure, Independent Equipment		
2.	Project Name:	Vernon Hills Park District - Deerpath Park		
	Date:	2016	Phone:	847-996-6836
	Contact:	Mike Moorman		
	Equipment Provided:	PlayBooster Playstructure, Independent Equipment		
3.	Project Name:	New Lenox Park District- Taylor Glen Park		
	Date:	2016	Phone:	815-485-3584
	Contact:	George Travnicek		
	Equipment Provided:	PlayBooster Playstructure, Independent Equipment		
4.	Project Name:	Lake Forest Park District - West Park		
	Date:	2016	Phone:	847-810-3565
	Contact:	Chuck Myers		
	Equipment Provided:	PlayBooster Playstructure, Independent Equipment		
5.	Project Name:	Cary Park District - Jamesway Park		
	Date:	2016	Phone:	847-639-4901
	Contact:	Dave Raica		
	Equipment Provided:	PlayBooster Playstructure, Independent Equipment		

PROJECT: SCOTTDALE PARK PLAYGROUND EQUIPMENT

REFERENCES – INSTALLERS

(Three construction companies that have installed proposed equipment within the last 3 years)

1.	Project Name:	Chicago Park District - Lake Meadows Park		
	Date:	2016	Phone:	708-655-0045
	Contact:	Steve Cho @ All-Bry Construction		
	Equipment Installed:	PlayBooster Play Structures		
2.	Project Name:	New Lenox Park District - Taylor Glen Park		
	Date:	2016	Phone:	815-372-3000
	Contact:	Bernie Schroeder @ Green Up Landscaping		
	Equipment Installed:	PlayBooster Play Structures		
3.	Project Name:	Winnetka Park District - Hubbard Woods Park		
	Date:	2016	Phone:	773-628-7041
	Contact:	Andrew Charleton @ Elanar Construction		
	Equipment Installed:	PlayBooster Play Structures		

PROJECT: SCOTTDALE PARK PLAYGROUND EQUIPMENT

ENVIRONMENTAL PRACTICES

(Please describe the environmental practices the equipment manufacturer & recycled content of the proposed playground equipment using space provide below or on an attached sheet)

Please see attached recycled plastic details for both options



Scottdale Park Playground

Environmental Statement

Wheaton, IL March 30, 2017 WHT17SCO1
PLAYBOOSTER® (5-12 YEARS)

Landscape Structures has partnered with the Global ReLeaf program of American Forests to purchase trees which will offset the CO₂ generated in manufacturing this playstructure. These trees will not only sequester the CO₂, they help filter water, remove air pollution, provide wildlife habitat and improve our natural environment.



AMERICAN FORESTS

CARBON FOOTPRINT OF LANDSCAPE STRUCTURES PRODUCT:

Tons of CO₂: 5.44
of Trees: 16

Carbon Footprint: A measurement of the effect on the climate in terms of the amount of greenhouse gases produced in the Landscape Structures manufacturing process measured in units of carbon dioxide (CO₂).

RECYCLED CONTENT OF LANDSCAPE STRUCTURES PRODUCT:

	<u>w/Standard Permalene®</u>	<u>w/Recycled Permalene®</u>
Steel	1,070 lbs.	1,070 lbs.
Aluminum	313 lbs.	313 lbs.
Rubber	0 lbs.	0 lbs.
Plastic	0 lbs.	206 lbs.
Total Recycled Content:	1,383 lbs.	1,589 lbs.
Total Post-Consumer Recycled Content:	674 lbs.	694 lbs.
Total Recycled Content (%):	39%	44%
Total Post-Consumer Recycled Content (%):	19%	19%
Total Weight:	3,588 lbs.	3,588 lbs.

Total Recycled Content: Material that has been recovered or diverted from the solid waste stream.

Total Post-Consumer Recycled Content: Material generated by households or commercial, industrial and institutional facilities in their role as end-users. This material can no longer be used for its original intended purposes.

LEED INFORMATION FOR RECYCLED CONTENT:

If you are pursuing LEED certification for your project, please share the following information with your LEED project manager.

	<u>w/Standard Permalene®</u>	<u>w/Recycled Permalene®</u>
Post-Consumer Recycled Weight:	674 lbs.	694 lbs.
½ Pre-Consumer Recycled Weight:	½ x 709 lbs.	½ x 895 lbs.
LEED Recycled Fraction Weight:	1,028 lbs.	1,141 lbs.
LEED Recycled Fraction %:	29%	32%
Total Recycled Content Value:	\$12,261.20	\$13,529.60

Calculations are for standard product.



Scottdale Park Playground

Environmental Statement

Wheaton, IL March 30, 2017 WHT17SCO1
PLAYBOOSTER® (2-5 YEARS)

Landscape Structures has partnered with the Global ReLeaf program of American Forests to purchase trees which will offset the CO₂ generated in manufacturing this playstructure. These trees will not only sequester the CO₂, they help filter water, remove air pollution, provide wildlife habitat and improve our natural environment.



AMERICAN FORESTS

CARBON FOOTPRINT OF LANDSCAPE STRUCTURES PRODUCT:

Tons of CO₂: 2.42
of Trees: 7

Carbon Footprint: A measurement of the effect on the climate in terms of the amount of greenhouse gases produced in the Landscape Structures manufacturing process measured in units of carbon dioxide (CO₂).

RECYCLED CONTENT OF LANDSCAPE STRUCTURES PRODUCT:

	<u>w/Standard Permalene®</u>	<u>w/Recycled Permalene®</u>
Steel	432 lbs.	432 lbs.
Aluminum	231 lbs.	231 lbs.
Rubber	0 lbs.	0 lbs.
Plastic	0 lbs.	70 lbs.
Total Recycled Content:	663 lbs.	733 lbs.
Total Post-Consumer Recycled Content:	291 lbs.	297 lbs.
Total Recycled Content (%):	37%	41%
Total Post-Consumer Recycled Content (%):	16%	17%
Total Weight:	1,769 lbs.	1,769 lbs.

Total Recycled Content: Material that has been recovered or diverted from the solid waste stream.

Total Post-Consumer Recycled Content: Material generated by households or commercial, industrial and institutional facilities in their role as end-users. This material can no longer be used for its original intended purposes.

LEED INFORMATION FOR RECYCLED CONTENT:

If you are pursuing LEED certification for your project, please share the following information with your LEED project manager.

	<u>w/Standard Permalene®</u>	<u>w/Recycled Permalene®</u>
Post-Consumer Recycled Weight:	291 lbs.	297 lbs.
½ Pre-Consumer Recycled Weight:	½ x 372 lbs.	½ x 435 lbs.
LEED Recycled Fraction Weight:	477 lbs.	515 lbs.
LEED Recycled Fraction %:	27%	29%
Total Recycled Content Value:	\$4,390.20	\$4,715.40

Calculations are for standard product.



Scottdale Park Playground

Environmental Statement

Wheaton, IL March 30, 2017 WHT17SCO1
FREESTANDING PLAY (2-12 YEARS)

Landscape Structures has partnered with the Global ReLeaf program of American Forests to purchase trees which will offset the CO₂ generated in manufacturing this playstructure. These trees will not only sequester the CO₂, they help filter water, remove air pollution, provide wildlife habitat and improve our natural environment.



AMERICAN FORESTS

CARBON FOOTPRINT OF LANDSCAPE STRUCTURES PRODUCT:

Tons of CO₂: 0.60
of Trees: 2

Carbon Footprint: A measurement of the effect on the climate in terms of the amount of greenhouse gases produced in the Landscape Structures manufacturing process measured in units of carbon dioxide (CO₂).

RECYCLED CONTENT OF LANDSCAPE STRUCTURES PRODUCT:

Steel	132 lbs.
Aluminum	70 lbs.
Rubber	0 lbs.
Plastic	0 lbs.
Total Recycled Content:	202 lbs.
Total Post-Consumer Recycled Content:	85 lbs.
Total Recycled Content (%):	33%
Total Post-Consumer Recycled Content (%):	14%
Total Weight:	611 lbs.

Total Recycled Content: Material that has been recovered or diverted from the solid waste stream.

Total Post-Consumer Recycled Content: Material generated by households or commercial, industrial and institutional facilities in their role as end-users. This material can no longer be used for its original intended purposes.

LEED INFORMATION FOR RECYCLED CONTENT:

If you are pursuing LEED certification for your project, please share the following information with your LEED project manager.

Post-Consumer Recycled Weight:	85 lbs.
½ Pre-Consumer Recycled Weight:	½ x 117 lbs.
LEED Recycled Fraction Weight:	144 lbs.
LEED Recycled Fraction %:	24%
Total Recycled Content Value:	\$1,186.80

Calculations are for standard product.



Scottdale Park Playground

Environmental Statement
Wheaton, IL March 30, 2017 WHT17SCO2
PLAYBOOSTER® (5-12 YEARS)

Landscape Structures has partnered with the Global ReLeaf program of American Forests to purchase trees which will offset the CO₂ generated in manufacturing this playstructure. These trees will not only sequester the CO₂, they help filter water, remove air pollution, provide wildlife habitat and improve our natural environment.



AMERICAN FORESTS

CARBON FOOTPRINT OF LANDSCAPE STRUCTURES PRODUCT:

Tons of CO₂: 5.44
of Trees: 16

Carbon Footprint: A measurement of the effect on the climate in terms of the amount of greenhouse gases produced in the Landscape Structures manufacturing process measured in units of carbon dioxide (CO₂).

RECYCLED CONTENT OF LANDSCAPE STRUCTURES PRODUCT:

	<u>w/Standard Permalene®</u>	<u>w/Recycled Permalene®</u>
Steel	1,512 lbs.	1,512 lbs.
Aluminum	243 lbs.	243 lbs.
Rubber	0 lbs.	0 lbs.
Plastic	0 lbs.	158 lbs.
Total Recycled Content:	1,755 lbs.	1,913 lbs.
Total Post-Consumer Recycled Content:	907 lbs.	922 lbs.
Total Recycled Content (%):	38%	41%
Total Post-Consumer Recycled Content (%):	19%	20%
Total Weight:	4,664 lbs.	4,664 lbs.

Total Recycled Content: Material that has been recovered or diverted from the solid waste stream.

Total Post-Consumer Recycled Content: Material generated by households or commercial, industrial and institutional facilities in their role as end-users. This material can no longer be used for its original intended purposes.

LEED INFORMATION FOR RECYCLED CONTENT:

If you are pursuing LEED certification for your project, please share the following information with your LEED project manager.

	<u>w/Standard Permalene®</u>	<u>w/Recycled Permalene®</u>
Post-Consumer Recycled Weight:	907 lbs.	922 lbs.
½ Pre-Consumer Recycled Weight:	½ x 848 lbs.	½ x 992 lbs.
LEED Recycled Fraction Weight:	1,331 lbs.	1,418 lbs.
LEED Recycled Fraction %:	29%	30%
Total Recycled Content Value:	\$11,962.21	\$12,374.70

Calculations are for standard product.



Scottdale Park Playground

Environmental Statement

Wheaton, IL March 30, 2017 WHT17SCO2
 FREESTANDING PLAY (2-5 YEARS)

Landscape Structures has partnered with the Global ReLeaf program of American Forests to purchase trees which will offset the CO₂ generated in manufacturing this playstructure. These trees will not only sequester the CO₂, they help filter water, remove air pollution, provide wildlife habitat and improve our natural environment.



AMERICAN FORESTS

CARBON FOOTPRINT OF LANDSCAPE STRUCTURES PRODUCT:

Tons of CO₂: 2.42
 # of Trees: 7

Carbon Footprint: A measurement of the effect on the climate in terms of the amount of greenhouse gases produced in the Landscape Structures manufacturing process measured in units of carbon dioxide (CO₂).

RECYCLED CONTENT OF LANDSCAPE STRUCTURES PRODUCT:

	<u>w/Standard Permalene®</u>	<u>w/Recycled Permalene®</u>
Steel	370 lbs.	370 lbs.
Aluminum	0 lbs.	0 lbs.
Rubber	0 lbs.	0 lbs.
Plastic	0 lbs.	155 lbs.
Total Recycled Content:	370 lbs.	525 lbs.
Total Post-Consumer Recycled Content:	247 lbs.	262 lbs.
Total Recycled Content (%):	30%	43%
Total Post-Consumer Recycled Content (%):	20%	21%
Total Weight:	1,231 lbs.	1,231 lbs.

Total Recycled Content: Material that has been recovered or diverted from the solid waste stream.

Total Post-Consumer Recycled Content: Material generated by households or commercial, industrial and institutional facilities in their role as end-users. This material can no longer be used for its original intended purposes.

LEED INFORMATION FOR RECYCLED CONTENT:

If you are pursuing LEED certification for your project, please share the following information with your LEED project manager.

	<u>w/Standard Permalene®</u>	<u>w/Recycled Permalene®</u>
Post-Consumer Recycled Weight:	247 lbs.	262 lbs.
½ Pre-Consumer Recycled Weight:	½ x 123 lbs.	½ x 263 lbs.
LEED Recycled Fraction Weight:	308 lbs.	393 lbs.
LEED Recycled Fraction %:	25%	32%
Total Recycled Content Value:	\$4,092.50	\$5,238.40

Calculations are for standard product.



Scottdale Park Playground

Environmental Statement

Wheaton, IL March 30, 2017 WHT17SCO2
FREESTANDING PLAY (2-12 YEARS)

Landscape Structures has partnered with the Global ReLeaf program of American Forests to purchase trees which will offset the CO₂ generated in manufacturing this playstructure. These trees will not only sequester the CO₂, they help filter water, remove air pollution, provide wildlife habitat and improve our natural environment.



AMERICAN FORESTS

CARBON FOOTPRINT OF LANDSCAPE STRUCTURES PRODUCT:

Tons of CO₂: 0.60
of Trees: 2

Carbon Footprint: A measurement of the effect on the climate in terms of the amount of greenhouse gases produced in the Landscape Structures manufacturing process measured in units of carbon dioxide (CO₂).

RECYCLED CONTENT OF LANDSCAPE STRUCTURES PRODUCT:

Steel	132 lbs.
Aluminum	70 lbs.
Rubber	0 lbs.
Plastic	0 lbs.
Total Recycled Content:	202 lbs.
Total Post-Consumer Recycled Content:	85 lbs.
Total Recycled Content (%):	33%
Total Post-Consumer Recycled Content (%):	14%
Total Weight:	611 lbs.

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LEED INFORMATION FOR RECYCLED CONTENT:

If you are pursuing LEED certification for your project, please share the following information with your LEED project manager.

Post-Consumer Recycled Weight:	85 lbs.
½ Pre-Consumer Recycled Weight:	½ x 117 lbs.
LEED Recycled Fraction Weight:	144 lbs.
LEED Recycled Fraction %:	24%
Total Recycled Content Value:	\$1,186.80

Calculations are for standard product.



January 24, 2017

To Whom It May Concern:

Landscape Structures Inc. has been actively involved with the ASTM (American Society for Testing and Materials) in the development and on-going updates to the F1487 Safety Standard (Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufacturers Association (IPEMA).

All products covered under the scope of the Standard in our 2017 Playground Catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify product certification, visit www.ipema.org.

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010. Our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

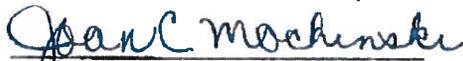
The company has had continuous certification to the quality standard, ISO 9001, since 1996 and to the environmental standard, ISO 14001, since 1998. The pursuit of ISO certification helped Landscape Structures establish its quality management systems and establish the infrastructure for continued growth.

If you have any questions, please contact the undersigned.

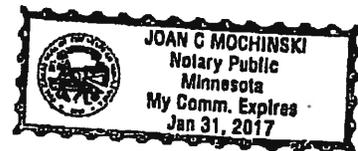
Sincerely,


Tom Fitzpatrick, P.E.
Product Compliance Engineer

Subscribed and sworn before me on this 24th day of January, 2017.


Notary Public

1-31-17
Expiration Date



(Notary Stamp)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westchester Fire Insurance Company	10030	INSURER B: National Union Fire Ins Co of Pittsburgh	19445	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Landscape Structures, Inc. 601 7th Street South Delano MN 55328 USA															

COVERAGES CERTIFICATE NUMBER: 570062221721 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BFPD Incl <input checked="" type="checkbox"/> Bkt Contractual Incl GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			G23860971009 GL & Products Liability SIR applies per policy terms & conditions	06/01/2016	06/01/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/DP AGG \$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE025402117	06/01/2016	06/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH ER E L EACH ACCIDENT E L DISEASE EA EMPLOYEE E L DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Landscape Structures, Inc. 601 7th Street S. Delano MN 55328 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier :
Certificate No : 570062221721

LSM
landscape
structures

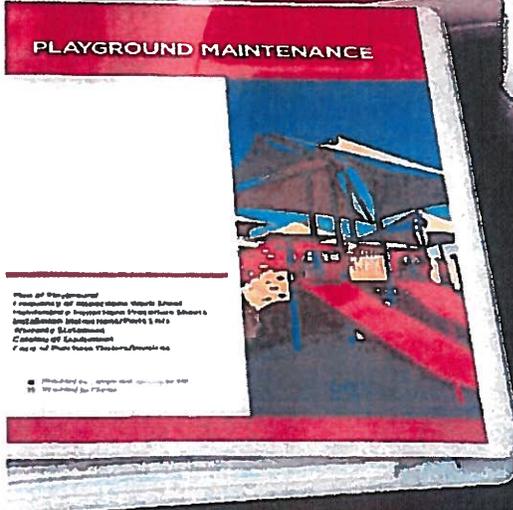
Make Playground Safety Your Top Priority



Nearly 200,000 injuries that require emergency room treatment occur annually on public playgrounds. However, many of these injuries can be prevented with proper playground design, and a standardized inspection and maintenance program. That's why we provide a free, personalized playground maintenance kit with each playground order. Your kit will include the following:

- Special tools to help you loosen or tighten our tamper-proof hardware
- Sandpaper primer, Tenderiff™ and ProFinish™ touch-up paints in colors that match your playground
- Installation instructions and a parts list specific to your playground
- Checklists of what to check and how frequently to check it
- Detailed instructions on what to look for during a maintenance check
- Plan of your Landscape Structures playground

For more information about our maintenance kit, contact your local Landscape Structures playground consultant.



The International Standards Organization (ISO) is a quality standard that certifies the processes by which a manufacturer designs and produces its product, but it does not extend its quality certification to the products themselves.

International Playground Equipment Manufacturers Association (IPEMA) is an industry association that provides a third party certification service that validates a product's conformance with the American Society for Testing and Materials (ASTM) standard through a third party validator - Detroit Testing Laboratory, Inc.

Both can provide important information when you are making purchase decisions for new play equipment.



"You should determine what level of compliance is important to you."

ISO: auditing quality processes

The International Organization for Standardization (ISO), based in Geneva, Switzerland, was founded in 1946 and comprises technical bodies from 100 countries, including the American National Standards Institute (ANSI).

In 1987, the organization published a series of standards for quality management systems. Here's what the U.S. Department of Commerce's National Institute of Standards and Technology has to say about these quality standards:

"The ISO 9000 standards were intended to be advisory in nature and were developed primarily for use in two-party contractual situations or for internal auditing. However, the standards are currently being applied under a much broader range of conditions and circumstances. In some cases, compliance with one of the ISO 9000 standards (or their equivalent) has been or will be mandated by a U.S., foreign national or regional government body. Conformance to ISO 9000 standards is also being required in purchasing specifications with increasing frequency."

ISO 9001 encompasses quality systems for production, installation, inspection and testing. But it adds three more elements: design, development and servicing. These processes are especially important for play equipment.

In 1996, the International Standards Organization finalized the ISO 14000 standards for environmental management.

ISO 14001 is a set of internationally recognized voluntary standards that govern a company's environmental management systems. ISO 14001 Certification establishes the highest level of corporate commitment to the prevention of pollution and fosters a culture of environmentally responsible practices. Landscape Structures was the first North American playground manufacturer to have achieved this certification.

When writing specifications for your next playground equipment purchases, you may want to require that manufacturers supply evidence of ISO certification. You should also determine what level of compliance is important to you - 9001 and/or 14001.

To verify if an organization is certified to an ISO standard, go to: www.whosregistered.com/iso.

IPEMA: certifying product safety

IPEMA is an organization made up of more than 150 manufacturers of playground equipment and surfacing. It was founded in 1995 as an outgrowth of the National School Supply and Equipment Association, which has provided its members with information on economic, safety and governmental issues.



In the interest of playground safety, IPEMA has developed a third-party certification program that validates a manufacturer's certification to the current American Society for Testing and Materials (ASTM) safety standard, F1487, for public-use playground equipment. The goal of the IPEMA program is to inform and assure the purchaser of public playground equipment that certified products conform to ASTM safety standards.

The ASTM F1487 standard, entitled *Standard Consumer Safety Performance Specification for Playground Equipment for Public Use*, and the ASTM F1292 standard, entitled *Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment*, outlines voluntary technical standards for manufacturers of playground equipment and surfacing. Each of these standards includes specifications for materials and manufacturing, performance for products and test methods. Both standards are evaluated at least annually and updated as necessary.

Validated equipment that meets ASTM requirements receives an IPEMA Certification logo. When you see the logo, it means the associated equipment conforms to the ASTM standard - and, by extension, most of the Consumer Product Safety Commission (CPSC) guidelines. For complete information about the IPEMA Certification Program go to www.ipema.org.

ISO and IPEMA: working for you

Together, ISO and IPEMA certifications can help play equipment purchasers make good decisions. The organizations provide information about the quality and processes in place at the manufacturer as well as today's industry safety standards met by the finished product.

ISO 9001 audit criteria

The following quality management activities are reviewed by an independent agency during the stringent ISO 9001 certification audit.

- Management responsibility
- Quality system
- Contract review
- Design control
- Document control
- Purchasing
- Customer-specified products
- Product identification and traceability
- Process control
- Inspection and testing
- Control of non-conforming product
- Corrective and preventive action
- Handling, storage, packaging and delivery
- Quality records
- Internal quality audits
- Training
- Sourcing
- Statistical techniques

In addition to ASTM, which is a U.S. standard, playground equipment products are subject to many other safety standards around the world. These standards include:

- European Standards EN-1176, Parts 1-7
- CAN/CSA-Z614 in Canada

(Landscape Structures products conform to virtually all the above standards.)

For information about a manufacturer's ISO status, you can check their printed material or ask your sales representative. (Landscape Structures Inc. was first certified to the ISO 9001 series standard in 1996 and is currently certified to the 9001:2000 standard. Our certification to the ISO 14001 series standard was achieved in 1998 and we are currently certified to the ISO 14001:2004 standard. Landscape Structures was the first U.S. manufacturer in the play equipment industry to achieve this certification.)

FOR MORE INFORMATION

IPEMA maintains a complete directory of certified products, listed by manufacturer, at www.ipema.org.

ISO Online The International Organization for Standardization maintains a comprehensive website at www.iso.org.

ASTM Standard F1487-07 and F1292-04

The ASTM 1487 *Standard Consumer Safety Performance Specification for Playground Equipment for Public Use* and the ASTM F1292 standard entitled *Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment*, are essential reading for anyone who designs playgrounds or specifies outdoor play equipment. You can obtain these documents from your Landscape Structures representative or from the American Society for Testing & Materials: 100 Barr Harbor Drive, PO Box C700 West Conshohocken, PA 19428-2959 610-832-9500 www.astm.org



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