

## CONTRACT FOR SALE OF GOODS

This Contract for the Sale of Goods ("Contract"), made this 9th day of September, 2015 (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 Play Illinois, LLC an Illinois limited liability company (the "Vendor"), with its principal place of business at 4716 Roslyn Road, Downers Grove, 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:

Brighton Park Playground Equipment ("Goods"), as indicated in the plans, Specifications and Drawings in the Bid Documents dated July 13, 2015, attached to and incorporated as part of this Contract as **Exhibit A** (the "Project Manual").

#### **2. Contract Documents**

The Contract Documents consist of this Contract between the Park District and the Vendor, the Project Manual (including the Legal Notice, Instruction to Bidders, Bid Proposal Form), General Requirements, Vendor's Proposal, dated July 30, 2015, attached to and incorporated as part of this Contract as **Exhibit B**, the Vendor Compliance and Certification, attached to and incorporated in this Contract as **Exhibit C**, 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 Fifty-one Thousand One Hundred Eighty-eight Dollars (\$51,188.00), 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 October 2, 2015. 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 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 or 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. 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 10 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  
Fax: 630-665-5880  
Email: [mbernard@wheatonparks.org](mailto:mbernard@wheatonparks.org)  
Attn: Executive Director

**FOR THE VENDOR:**

Play Illinois, LLC  
4716 Roslyn Road  
Downers Grove, Illinois 60515  
Fax:  
Email: [info@playil.today](mailto:info@playil.today)  
Attn: Project Manager

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

PLAY ILLINOIS, LLC

By:

  
\_\_\_\_\_  
Michael Maloney

Its:

  
\_\_\_\_\_  
Pres.

644615



PROPOSAL TO THE WHEATON PARK DISTRICT  
BOARD OF PARK COMMISSIONERS  
FOR THE PROVISION OF BRIGHTON 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 of all items detailed in the written Specifications for the amounts set forth as follows (Please complete in ink or type):

**BASE BID PROPOSAL**

(Please complete in ink, and print or type)

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	\$ 34,923	\$ 35,248
2-5 YEAR OLD PLAY STRUCTURE	CONCEPT 1	CONCEPT 2
Cost including shipping	\$ 8,935	\$ 9,023
SWINGS	CONCEPT 1	CONCEPT 2
Cost including shipping	\$ 4,921	\$ 4,921
INDEPENDENT EQUIPMENT	CONCEPT 1	CONCEPT 2
Cost including shipping	\$ 4,466	\$ 4,802

Discount if all bid items are awarded?

\$ Concept 1 Discount = (-\$2,057) & Concept 2 Discount = (-\$2,096)

Can equipment be delivered by October 2, 2015? Yes ~~X~~ No X

If no indicate when delivery can be expected 5 weeks from placement of order.

Indicate how long price will hold, if price protection is in effect on the bid price: 90 Days

Addendum # 1, # 2, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, 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:** Play Illinois

**COMPANY NAME:** Play Illinois  
**NAME OF BIDDER** Cheryl Parson  
**(please print):**  
**TITLE:** Project Manager  
4716 Rosyln Road

**ADDRESS OF BIDDER:**

**CITY, STATE and ZIP:** Downers Grove, IL 60515  
**FAX NUMBER:** 844-217-1113

**PHONE NUMBER:** 630-514-5405  
**E-MAIL:** info@playil.today

**CELL PHONE NUMBER:** 630-200-8759

**DATED THIS** 30th **DAY OF** July **20** 15

**SIGNATURE:**



BRIGHTON 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)
<b>5-12 YEAR OLD PLAY STRUCTURE</b> <b>Theme: ① 2 (circle one)</b>			
List all Slides 1. Viper S 48-56 2. Viper II Double Spiral 96 3. Tsunami Slide 64-72 4. 5.	Circle One G R ① NA G R ① NA G R ① NA G R T NA G R T NA	1. 56" 2. 96" 3. 72"	1. 1 2. 2 3. 1
List all Climbers 1. Tree Climber 2. Stone Slope Climber 96" 3. Power Peak w/Panels 4. RockIt Curved Panel 5. Transfer Station	Circle One G R ① NA G R T NA G R T NA G R T NA G R T NA	1. 56" & 72" 2. 96" 3. 56" 4. Ground Level 5. 48"	1. 4 2. 1 3. 2 4. 2 1. 1
List all Crawl Tunnels 1. Up-Down Tunnel, 24" Offset 2. 3. 4. 5.	Circle One G R ① NA G R T NA G R T NA G R T NA G R T NA	1. 32" & 56"	1. 1
List all Play Panels 1. Finger Maze Accessible Reach Panel 2. 3. 4. 5.	Circle One G R T NA G R T NA G R T NA G R T NA G R T NA	1. Ground Level	1. 2
List all Boulders / OVERHEAD EVENTS 1. Athletic Arch 2. Triangle Traverse 3.	Circle One G R T NA G R ① NA G R T NA	1. Ground Level 2. 24"	1. 2 2. 2
List all Nets 1. Spider Web Climber 2. 3.	Circle One G R T NA G R T NA G R T NA	1. Ground Level	1. 3
List all Spring Rides and See-saws 1. 4 Seat Rocker 2. 3.	Circle One G R T NA G R T NA G R T NA	1. Ground Level	1. 4
List all Other Equipment 1. Mini Arch Bridge 2. Single Step Climber 3. 24" Stair 4. 40" Stair 5. 6 Place Swing	Circle One G R ① NA G R ① NA G R ① NA G R ① NA G R T NA	1. 56" 2. 16" 3. 72" – 96" 4. 32" – 72" 5. Ground Level	1. 2 2. 1 3. 1 4. 1 5. 6
Total Capacity of Bid Item (total of items listed above)	39		
Total Square Feet Within Use Zone	5-12 Structure: 1,544 sq ft		

<b>BRIGHTON PARK</b> <b>Playground Equipment Worksheet</b> <b>2-5 YEAR OLD PLAY STRUCTURE</b> <b>Theme: ① 2 (circle one)</b>		<b>Accessible</b> <b>from Ground,</b> <b>by Ramp, by</b> <b>Transfer or</b> <b>Not Accessible)</b>	<b>Deck Height</b> <b>in inches)</b>	<b>Capacity</b> <b>Number of users</b> <b>at one time)</b>
List all Slides 1. Triple Rail Slide 2. 3. 4. 5.	Circle One G R <input checked="" type="radio"/> NA G R T NA G R T NA G R T NA G R T NA	1. 40"	1. 2	
List all Climbers 1. Loop Rung Climber 2. Ground to Deck Plank Climber 3. Transfer Station 4. 5.	Circle One <input checked="" type="radio"/> R T NA <input checked="" type="radio"/> R T NA <input checked="" type="radio"/> R T NA G R T NA G R T NA	1. 40" 2. 32" 3. 32"	1. 1 2. 1 3. 1	
List all Crawl Tunnels 1. Up-Down Tunnel 8" Offset 2. 3. 4. 5.	Circle One G R <input checked="" type="radio"/> NA G R T NA G R T NA G R T NA G R T NA	1. 32" & 40"	1. 1	
List all Play Panels 1. Paratroop Panel 2. Drum Panel 3. 4. 5.	Circle One G R <input checked="" type="radio"/> NA G R <input checked="" type="radio"/> NA G R T NA G R T NA G R T NA	1. 40" 2. 32"	1. 2 2. 2	
List all Boulders 1. 2. 3.	Circle One G R T NA G R T NA G R T NA			
List all Nets 1. 2. 3.	Circle One G R T NA G R T NA G R T NA			
List all Spring Rides and See-saws 1. 4 Seat Rocker 2. 3.	Circle One <input checked="" type="radio"/> R T NA G R T NA G R T NA	1. Ground Level	1. 4	
List all Other Equipment 1. 6 Place Swing 2. 3. 4. 5.	Circle One <input checked="" type="radio"/> R T NA G R T NA G R T NA G R T NA G R T NA	1. Ground Level	1. 6	
Total Capacity of Bid Item (total of items listed above)	20			
Total Square Feet Within Use Zone	2-5 Structure: 531 sq ft			



<b>BRIGHTON PARK</b> <b>Playground Equipment Worksheet</b>  <b>5-12 YEAR OLD PLAY STRUCTURE</b> <b>Theme: 1 (2) (circle one)</b>	<b>Accessible</b> <b>from Ground,</b> <b>by Ramp, by</b> <b>Transfer or</b> <b>Not Accessible)</b>	<b>Deck Height</b> <b>in inches)</b>	<b>Capacity</b> <b>Number of users</b> <b>at one time)</b>
<b>List all Slides</b> 1. Rock 'N Roll Slide 64-72 2. Viper II Over Under Slide 96 3. Tsunami Slide 64-72 4. 5.	<i>Circle One</i> G R <input checked="" type="radio"/> NA G R <input checked="" type="radio"/> NA G R <input checked="" type="radio"/> NA G R T NA G R T NA	1. 72" 2. 96" 3. 72"	1. 1 2. 2 3. 1
<b>List all Climbers</b> 1. Jungle Vine Climber 72" 2. Verto Climber 1 3. Atom Climber 80"-96" 4. Nature Play Stump 5. Transfer Station	<i>Circle One</i> <input checked="" type="radio"/> R T NA <input checked="" type="radio"/> R T NA <input checked="" type="radio"/> R T NA <input checked="" type="radio"/> R T NA <input checked="" type="radio"/> R T NA	1. 72" 2. 40" 3. 96" 4. 32" 5. 32"	1. 1 2. 1 3. 1 4. 1 1. 1
<b>List all <del>Crawl Tunnels</del>/BRIDGES</b> 1. Amped Link 1 2. Mini Arch Bridge 3. 4.	<i>Circle One</i> G R <input checked="" type="radio"/> NA G R <input checked="" type="radio"/> NA G R T NA G R T NA	1. 32" & 24" 2. 72"	1. 2 2. 2
<b>List all Play Panels</b> 1. Counter Panel 2. 3. 4. 5.	<i>Circle One</i> <input checked="" type="radio"/> R T NA G R T NA G R T NA G R T NA G R T NA	1. Ground Level	1. 2
<b>List all <del>Boulders</del>/OVERHEAD EVENTS</b> 1. Ring Swing 2. Straight Snake Overhead 3.	<i>Circle One</i> <input checked="" type="radio"/> R T NA <input checked="" type="radio"/> R T NA G R T NA	1. 24" 2. 24"	1. 3 2. 3
<b>List all <del>Nets</del>/INDEPENDENT ITEMS</b> 1. Three Drum Table 2. Comet 1 3. Rocky Mountain Adventure 4. 6 Place Swings	<i>Circle One</i> <input checked="" type="radio"/> R T NA <input checked="" type="radio"/> R T NA <input checked="" type="radio"/> R T NA <input checked="" type="radio"/> R T NA	1. Ground Level 2. Ground Level 3. Ground Level 4. Ground Level	1. 3 2. 4 3. 8 4. 6
<b>List all Spring Rides and See-saws</b> 1. 2.	<i>Circle One</i> G R T NA G R T NA		
<b>List all Other Equipment</b> 1. 24" Stair 2. 32" Stair 3. Fierce Cyclone 4. 5.	<i>Circle One</i> G R <input checked="" type="radio"/> NA G R <input checked="" type="radio"/> NA <input checked="" type="radio"/> R T NA G R T NA G R T NA	1. 72" – 96 2. 40" – 72" 3. Ground Level	1. 1 2. 1 3. 1
<b>Total Capacity of Bid Item (total of items listed above)</b>	45		
<b>Total Square Feet Within Use Zone</b>	5-12 Struture 1,756 sq ft		

<b>BRIGHTON PARK</b> <b>Playground Equipment Worksheet</b>  <b>2-5 YEAR OLD PLAY STRUCTURE</b> <b>Theme: 1 ② (circle one)</b>	<b>Accessible</b> <b>from Ground,</b> <b>by Ramp, by</b> <b>Transfer or</b> <b>Not Accessible)</b>	<b>Deck Height</b> <b>in inches)</b>	<b>Capacity</b> <b>Number of users</b> <b>at one time)</b>
List all Slides 1. Triple Rail Slide 2. 3. 4. 5.	Circle One G R ① NA G R T NA G R T NA G R T NA G R T NA	1. 40"	1. 2
List all Climbers 1. Loop Climber 2. Single Pod Walk 3. Single Step 4. 5.	Circle One ① R T NA ① R T NA ① R T NA G R T NA G R T NA	1. 40" 2. 16" 3. 16"	1. 1 2. 1 3. 1
List all Crawl Tunnels 1. Up-Down Tunnel 24" Offset 2. 3. 4. 5.	Circle One G R ① NA G R T NA G R T NA G R T NA G R T NA	1. 16" & 40"	1. 1
List all Play Panels 1. Pipe Wall with Steering Wheel 2. 3. 4. 5.	Circle One G R ① NA G R T NA G R T NA G R T NA G R T NA	1. 40"	1. 1
List all Boulders 1. 2. 3.	Circle One G R T NA G R T NA G R T NA		
List all Nets 1. 2. 3.	Circle One G R T NA G R T NA G R T NA		
List all Spring Rides and See-saws 1. 2. 3.	Circle One G R T NA G R T NA G R T NA		
List all Other Equipment 1. Mini Arch Bridge 2. Three Drum Table 3. Rocky Mountain Adventure 4. 6 Place Swings 5.	Circle One G R ① NA ① R T NA ① R T NA ① R T NA G R T NA	1. 16" 2. Ground Level 3. Ground Level 4. Ground Level	1. 2 2. 3 3. 8 4. 6
Total Capacity of Bid Item (total of items listed above)	26		
Total Square Feet Within Use Zone	2-5 Structure 589 sq ft		

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

- 6

## REFERENCES – INSTALLERS

1. Project Name: Festival Park, Arlington Heights, IL

Phone: 630-514-3632

**Contact:** The Kenneth Company

**Equipment** 2-12 Structure, Swings & Independents  
**Installed:**

2. Project Name: Lombard Common Park; Lombard, IL

**Phone:** 815-708-8540

**Contact:** Custom Playgrounds

**Equipment Installed:** 2-5 Structure, 5-12 Structure, Swings & Independent Items

3. Project Name: Cunliff Park, Glenview

**Phone:** 773-628-7011

**Contact:** Elenar Construction

Equipment 5-12 Structure  
Installed:

**PROJECT: BRIGHTON 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)

**See Attachment**



## GOING GREEN WITH BURKE!

### BCI Burke: Committed to a Sustainable World

As we create new playgrounds for kids, we like to think we're helping get our children ready for the future. But it's also important to create a future that's ready for the kids. In other words, we have a critical role in ensuring that the world remains a safe and hospitable environment for generations to come.

That's why BCI Burke is committed to a wide range of initiatives to reduce our carbon footprint, save energy, recycle materials and continually reduce the environmental impact of our manufacturing processes. Current initiatives include the following:

**ISO 14001:2004 Certified:** It's one thing to say you're committed to environmentally sustainable operations. It's another to actually build strict environmental controls into your manufacturing processes. That's just what we at BCI Burke have done, and it earned the ISO 14001:2004 certification.

**PVC:** All of our PVC is free of hazardous heavy metals such as lead. In addition, we have reduced the levels of phthalate plasticizers. Our PVC products comply fully with the industry-leading California standards.

**Use of Recycled Materials:** We carefully determine the material composition of our products to balance our responsibilities to a sustainable environment with our commitment to provide high-quality, safe, durable equipment. A typical Burke playground structure and its components has an average recycled content of approximately 35%. This is determined by reviewing the materials in the components.

In our packaging, we encourage the use of materials containing recycled content. Our commitment to the use of recycled materials carries over into marketing materials we publish. With an estimated 56 tons of catalogs being printed and distributed each year, it is critical to use recycled products. We have implemented standards requiring that our catalogs be printed using processes and products meeting the standards of the Forest Stewardship Council (FSC).

**Recycling:** BCI Burke on average recycles over 30 tons of HDPE (high-density polyethylene) and more than 60 tons of metal.

**Energy:** BCI Burke has invested in energy efficient lighting that has reduced our total energy consumption by 16%. We are constantly assessing our energy use in our offices, manufacturing plant and transportation methods. With the Alliant Energy Second Nature™ Program, we are able to support further development of clean energy. We purchase 20% of our energy from wind and other renewable sources through this program. To green-up the additional 80% of our electricity usage, we've partnered with Greenlight Energy, which means **100% of our electricity comes from wind and other renewable sources.**

**U.S. Environmental Protection Agency Green Power:** We've also partnered with the EPA's Green Power program. Through this partnership, we meet specific goals for green energy use and report to the EPA on our usage each year. The program ties in with our focus to use and support the development of renewable energy.



Registered  
to ISO 14001



Second Nature  
A Product of ALLIANT ENERGY



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Exhibit C

- G. That the Bidder has submitted, in order to be considered eligible for this job, a list of at least five (5) buyers of Playground Equipment from Bidder within the past three years; and
- H. That Bidder has submitted an executed Vendor Compliance and Certification Attachment.

Submitted this 30 day of July, 2015.

Name: Play Illinois

By: Cheryl Parson

Signature Cheryl Parson

Title: Project Manager

SUBSCRIBED AND SWORN TO before me

this 30th day of July 2015.

[Signature]

Notary Public



STATE OF ILLINOIS     )  
                              Will     )  
COUNTY OF ~~DUPAGE~~     )

Memorandum

To: All Bidders  
From: Steve Hinchee, Park Planner  
Date: July 23, 2015  
Re: Addendum Number One (1)  
Brighton Park Playground Equipment

---

Please add the following information to the Brighton Park Playground Equipment bid specifications and drawings.

1. CLARIFICATION: The timbers and asphalt paths will be removed as part of demolition & therefore new paths can be along different alignments than the existing paths. New equipment may also be positioned differently than the existing. The Park District does intend to preserve the existing trees within the site.
2. CORRECTION: The minimum number of slides for the 2-5 year old structure may be reduced to two (2).
3. The park district will allow for one product sample board measuring no more than 18" x 24" to be submitted with each proposal. The sample board will allow staff to see and touch textured material that may be difficult to convey in computer images. This sample board is not required for submittals.
4. The park district does not specify a post size for the playground equipment in order to allow the greater flexibility in designs and product lines.
5. Bidders have the opportunity to submit two proposals, but are not required to submit two. Bids with one proposal will be accepted.
6. The park district reserves the right to award different portions of the bid to different bidders. Each bid item must include the separate cost of shipping. Proposals may offer discounts if all equipment is accepted.

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

ADDENDUM #1 RECEIVED:

SIGNED: Cheryl Palsen

DATE: 7/30/15

COMPANY: Play Illinois



Memorandum

To: All Bidders  
From: Steve Hinchee, Park Planner  
Date: July 28, 2015  
Re: Addendum Number Two(2)  
Brighton Park Playground Equipment

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Please add the following information to the Brighton Park Playground Equipment bid specifications and drawings.

1. CLARIFICATION: A total of 4 PowerPoint slides shall be included for each option (A & B). Bidders may present their proposals in whatever way they feel best illustrates the proposal. One suggestion for may be:
  - a. Slide #1- One or more views from a 3D rendering of the entire playground
  - b. Slide #2- A 3D rendering focused on the 5-12 year old structure with photographs and notes highlighting the various components that comprise the structure.
  - c. Slide #3- A 3D rendering focused on the 2-5 year old structure with photographs and notes highlighting the various components that comprise the structure.
  - d. Slide #4- Photographs and notes highlighting the independent components

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

ADDENDUM #2 RECEIVED:

SIGNED: Cheryl Parsi

DATE: 7/30/15

COMPANY: Play Illinois



## **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:

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.

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 administered 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 administered 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) business days of said request, turn over to the FOIA Officer any record in the possession of the Vendor that is deemed a public record under FOIA

Play Illinois  
VENDOR

By: Cheryl Parson *Cheryl Parson*

Its: Project Manager

STATE OF Illinois )  
) SS  
COUNTY OF Will )

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that  
Cheryl Parson appeared before me this day and, being first duly sworn on oath,  
acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as  
the act and deed of the Vendor.

Dated: July 30th 2015  
*Heather L. Voirol*  
(Notary Public)

(SEAL)



