

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2021-0166

**Innoprise Contract #:** C21-0081

**Year:** 2021

**Amount:** \$896,234.85

**Department:** Public Works

**Contract Type:** Contractor

**Contractors Name:** Landscape Structures, Inc.

**Contract Description:** Playground Equipment Purchase and Installation



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND  
LANDSCAPE STRUCTURES, INC. FOR PLAYGROUND EQUIPMENT PURCHASE AND  
INSTALLATION**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 20 day of May, 2021, by and between Village of Orland Park (hereinafter referred to as "VILLAGE") and Landscape Structures Inc. (hereinafter referred to as "Contractor") to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Playground Installations for nine parks (hereinafter referred to as "Project" ", the "Work", or the "Services").

**WITNESSETH:**

In consideration of these premises and the mutual covenants set forth herein by the Village and the Contractor (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. **Scope of Work:** The Contractor agrees to and shall timely perform and fully complete the "Scope of Work" as set forth in:

Cooperative Agreement - Landscape Structures Inc. - Public Services - -ID: 5870 20-01331, HGAC Buy Co-Op Contract PR11-18 and Contractor's proposal dated 10 day of May 2021; and/or

Village of Orland Park ITB/RFP/Purchase Order No. \_\_\_\_\_.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Proposal ("RFP"), Invitation To Bid ("ITB") and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFP, ITB, and/or Purchase Order shall control.

2. **Payment:**

A. **Compensation:** The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:

the amount(s) set forth on Exhibit A (the "Contractor's Proposal");

the amount(s) based upon the Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and

a not-to-exceed amount of \$896,234.85, which includes a 5% contingency of \$42,677.85 which may not be spent without prior approval by the Village through a Change Order Request ("Contract Price")

B. **Invoices:** The Contractor agrees to and shall prepare and submit:

an invoice to the Village upon completion of and approval by the Village of the Work; or

invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.

C. **Payment:** Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records: The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
3. Performance and Payment Bond: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.
4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:  
 Scope of Services as set forth in the Contractor's proposal dated 10 May, 2021 (Exhibit A)  
 Schedule of Fees (Exhibit B)  
In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.
5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:  
A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than 20 May 2021 (hereinafter the "Commencement Date"), and shall be completed no later than 30 November 2021 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.  
B. Progress Reports: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period.

The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).

6. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
  - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
  - B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.
  - C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
  - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
  - E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.
11. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials,

and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.

12. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.

13. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 13, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

(c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form”, then the Contractor shall be required to name the “Village of Orland Park, and its officers, officials, employees, agents and volunteers” as additional insureds.
  - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
  - (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable.
  - (ii)  Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the “Village of Orland Park, and its officers, officials, employees, agents and volunteers” as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;  
(Required for large construction projects; applicable if box is checked)
  - (iii) ISO Business Auto Liability coverage form number CA 00 01. Symbol 01 “Any Auto”: \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
  - (iv) Workers’ Compensation insurance as required by the Workers’ Compensation Act of the State of Illinois with coverage of statutory limits and Employers’ Liability Insurance with limits of \$500,000 per accident:
    - (a) The insurer shall agree to waive all rights of subrogation against the “Village of Orland Park, its officers, officials, employees, agents and volunteers” for losses arising from work performed by the Contractor for the Village.
    - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers’ compensation coverage applies under Contractor’s coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor’s employee).
  - (v)  Builder’s Risk Property Coverage with “Village of Orland Park” named as the loss payee: insurance shall be provided against “all risk” of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;  
(Required for a general contractor on a building construction project; applicable if box is checked)
  - (vi)  Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or migrating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and  
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)
  - (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker’s Compensation and Professional Liability.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
  - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  - (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.  
 If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or

liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.

- L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
- O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 13, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

14. Indemnity:

- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
- B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 14 shall survive any termination of the Contract.

15. Village Confidential Information:

- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
  - B. The provisions of this Paragraph 15 shall survive any termination of the Contract.
16. **Professional Standard:** The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:
- A. **Feasibility of Performance.** The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
  - B. **Ability to Perform:** The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
  - C. **Authorized to do Business in Illinois:** The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
  - D. **Certification to Enter into Public Contracts:** The Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
  - E. **Payment to the Illinois Department of Revenue:** Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
  - F. **Debarment.** The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
  - G. **Interest of members of the Village:** Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
  - H. **Interest of Professional Services Provider and Employees:** Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.

17. **No Conflicts of Interest:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
18. **Compliance with Laws:** Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.
19. **Equal Employment Opportunity:** The Contractor shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Contractor shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
20. **Certifications:** By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
21. **Project Documentation:** Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.

22. Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractor's are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.

23. Prevailing Wage Act Notice [Check box that applies]:

The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.

The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01, et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL's website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

24. Warranty and Guarantee: In addition to any manufacturer's warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of one (1) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) ("remedial work") that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

25. Standard Specifications:

A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction where

this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.

- B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
  - C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".
26. **Permitted Hours of Work:** All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,
27. **Restoration of Work Site:** The Contractor shall be obligated to remove all debris from the Work site at the Contractor's expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.
28. **Right to Alter Plans and Scope Reserved:** The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.
29. **Duration:** This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.
30. **Advertisement:** The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
31. **Amendments:** No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
32. **Termination:** The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time

due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 15 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon fifteen (15) days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal.

33. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the Village:**

Nicole Merced  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6195  
Facsimile: 708-403-9212  
e-mail: nmerced@orlandpark.org

**To the Contractor:**

Elaine Harkess  
Landscaping Structures, Inc.  
601 7<sup>th</sup> Street South  
Delano, MN 55328  
Telephone: 763-972-3391  
Telephone: 763-972-5243 (Elaine)  
e-mail: ElaineHarkess@playlsi.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

34. Illinois Freedom of Information Act: The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request

under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties

35. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
36. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
37. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
38. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
39. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
40. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

CONTRACTOR: Landscaping Structures Inc.

By:   
Name: Fred Caslavka  
Its CFO and Authorized Agent

VILLAGE OF ORLAND PARK

By:   
Name: Greg Summers  
Title: Assistant Village Manager  
ATTEST: 

EXHIBIT A  
[ATTACHED]  
Scope of Work as set forth in Contractor's Proposal dated May 10, 2021



Exhibit A



LANDSCAPE STRUCTURES, INC.									
601 7TH STREET									
SOUTH DELANO, MN 55328 U.S.A.									
MAY 10, 2021									
<b>ORLAND PARK PLAYGROUND RENOVATIONS 2021</b>									
LANDSCAPE STRUCTURES CO-OP									
HGAC Buy Co-Op Contract PR11-18 (8% equipment discount)									
BUDGET	PLAYGROUND	PG EQPT	PG DEMO/ REMOVAL	PG INSTALL	MULCH REMOVAL/REPLACE	CONCRETE EDGE INSTALL	BOND	TOTAL INST. COST	
1	BILL YOUNG	\$ 27,385	\$ 3,400	\$ 9,100	\$ 8,600		\$ 950	\$ 49,435	
2	CACHEY PARK	\$ 72,512	\$ 6,600	\$ 26,000	\$ 19,100		\$ 2,700	\$ 126,912	
3	CAMENO REAL	\$ 24,954	\$ 3,400	\$ 8,500	\$ 9,100	\$ 3,100	\$ 950	\$ 50,004	
4	DISCOVERY	\$ 52,364	\$ 4,300	\$ 19,500	\$ 20,450		\$ 2,400	\$ 99,014	
5	ISHNALA WOODS	\$ 77,581	\$ 6,600	\$ 28,250	\$ 19,200		\$ 2,700	\$ 134,331	
6	MARLEY CREEK	\$ 63,031	\$ 6,000	\$ 22,400	\$ 17,000		\$ 2,200	\$ 110,631	
7	SPRING CREEK	\$ 55,243	\$ 3,900	\$ 19,500	\$ 20,700		\$ 2,400	\$ 101,743	
8	VILLAGE SQUARE	\$ 45,974	\$ 3,600	\$ 17,050	\$ 10,100	\$ 12,200	\$ 2,100	\$ 91,024	
9	WEDGEWOOD ESTATES	\$ 43,863	\$ 3,600	\$ 18,000	\$ 8,000	\$ 9,300	\$ 2,100	\$ 84,863	
								TOTAL ALL 9 PARKS	\$ 847,957
IF A PERFORMANCE BOND IS REQUIRED FOR THE PROJECT, ADD \$ 5,600 TO TOTAL									
<b>ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:</b>									
LANDSCAPE STRUCTURES, INC.									
601 7TH STREET SOUTH									
DELANO, MN 55328 U.S.A.									
763-972-3391 800-328-0035									
TERMS: Our terms are net 30 from date of shipment to tax supported institutions or those who have an account with us.1-1/2% per month									
<b>Village of Orland Park:</b>									
Signature _____ Printed _____ Title _____ Date _____									
Landscape Structures, Inc.:									
Signature _____ Printed _____ Title _____ Date _____									



landscape  
structures

# BILL YOUNG PARK

ORL20BIL2-1 • 11.04.2020

**nufors**  
Leisure Products

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

November 4, 2020

BILL YOUNG PARK  
 ORLAND PARK, IL  
 OPTION 2  
 PLAYBOOSTER COMPONENT SYSTEM

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
<b>5-12 Year Olds Play Equipment</b>				
1	122570A	Cliff Climber 48"Dk DB		\$ 1,675
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps		1,935
1	176078A	Lollipop Climber 48"Dk DB		1,375
1	116249D	Vertical Ladder 72"Dk DB		885
1	272084A	Wood Plank Ladder w/Permalene Handholds 72" Deck DB		1,470
1	152911C	Curved Transfer Module Right 48"Dk DB		2,755
1	178710A	Hexagon Tenderdeck		2,775
1	111228A	Square Tenderdeck		970
1	111357A	Chinning Bar Alum DB		500
1	120902A	Handhold Leg Lift		200
3	111404D	124"Alum Post DB	\$ 335	1,005
3	111404C	132"Alum Post DB	350	1,050
4	111404A	148"Alum Post DB	370	1,480
1	271761A	Alpine Slide 72" Deck DB		3,650
1	130798A	Double Swirl Slide 48"Dk DB		2,140
1	148426A	Firepole Perm Handholds 48"Dk DB		725
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB		-
		Subtotal		\$ 24,590
<b>4-Place Single Post Swing Set</b>				
<b>2 Belt Seats and 2 Full Bucket Seats</b>				
2	174018A	Belt Seat Proguard Chains 8' Beam	\$ 120	\$ 240
2	176038A	Full Bucket Seat Proguard Chains 8' Beam	330	660
1	177332A	Single Post Swing Frame 8' Beam		1,200
1	177333A	Single Post Swing Frame Addtl Bay 8' Beam		895
		Subtotal		\$ 2,995
		Equipment Subtotal		\$ 27,585
		Contract Discount - 8%		(2,207)
		Shipping Cost		2,007
		Equipment Total		\$ 27,385

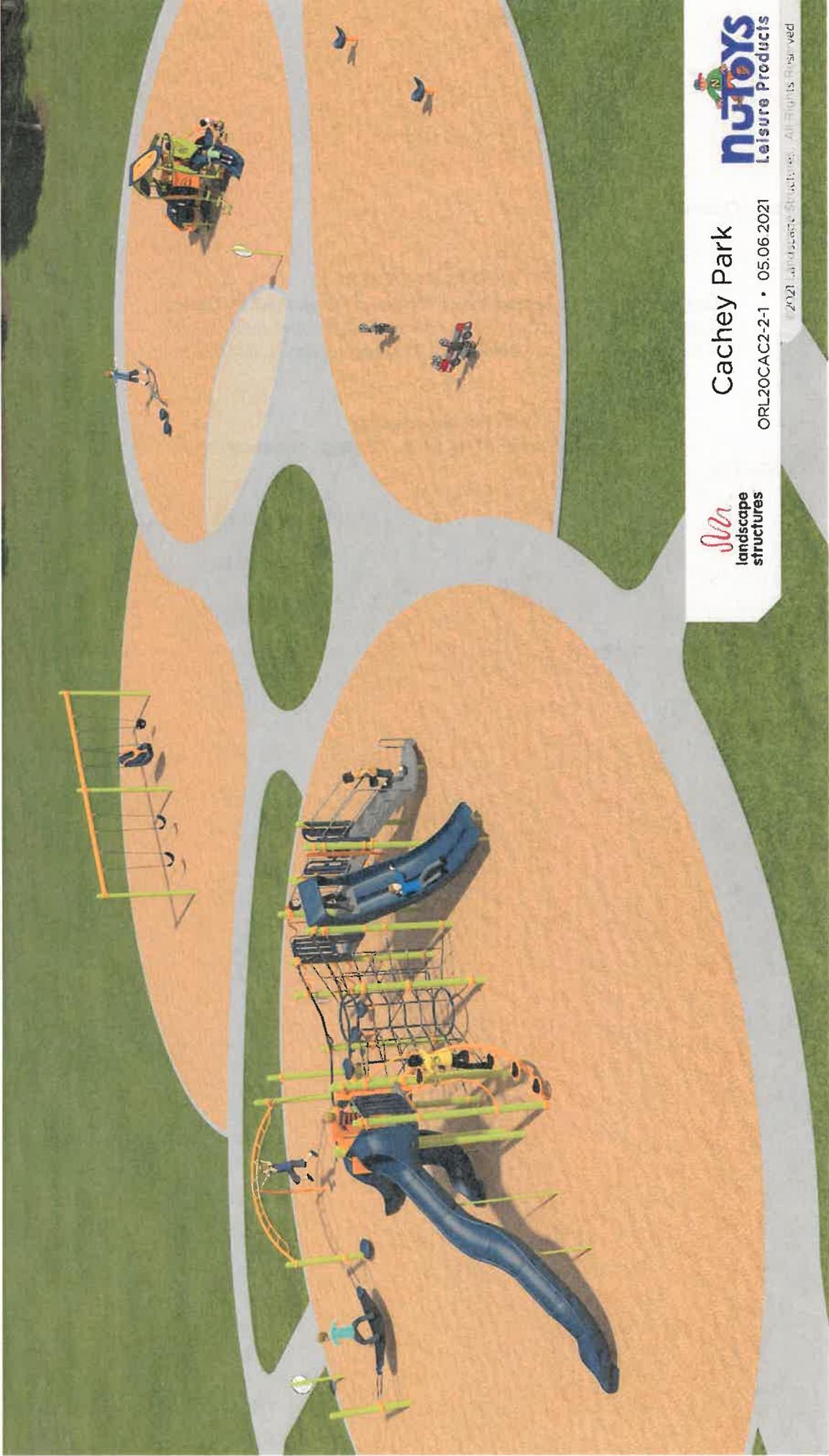
Page 2  
Bill Young Park - Option 2

**SITE WORK BY OTHERS**

Cost for Installation/Restoration of Playground Equipment By Others	\$	9,100
Cost for Removal and Disposal of Existing Play Equipment by Others	\$	3,400
Cost for Removal and Disposal of Existing Woodchips by Others	\$	3,300

**Woodchip Surfacing**

145	Cu Yds.	Wood carpet to cover 2,946 sq. ft., 12"deep, delivered and installed	\$	5,300	
				Performance Bond	950
				<b>Project Total</b>	<b>\$ 49,435</b>

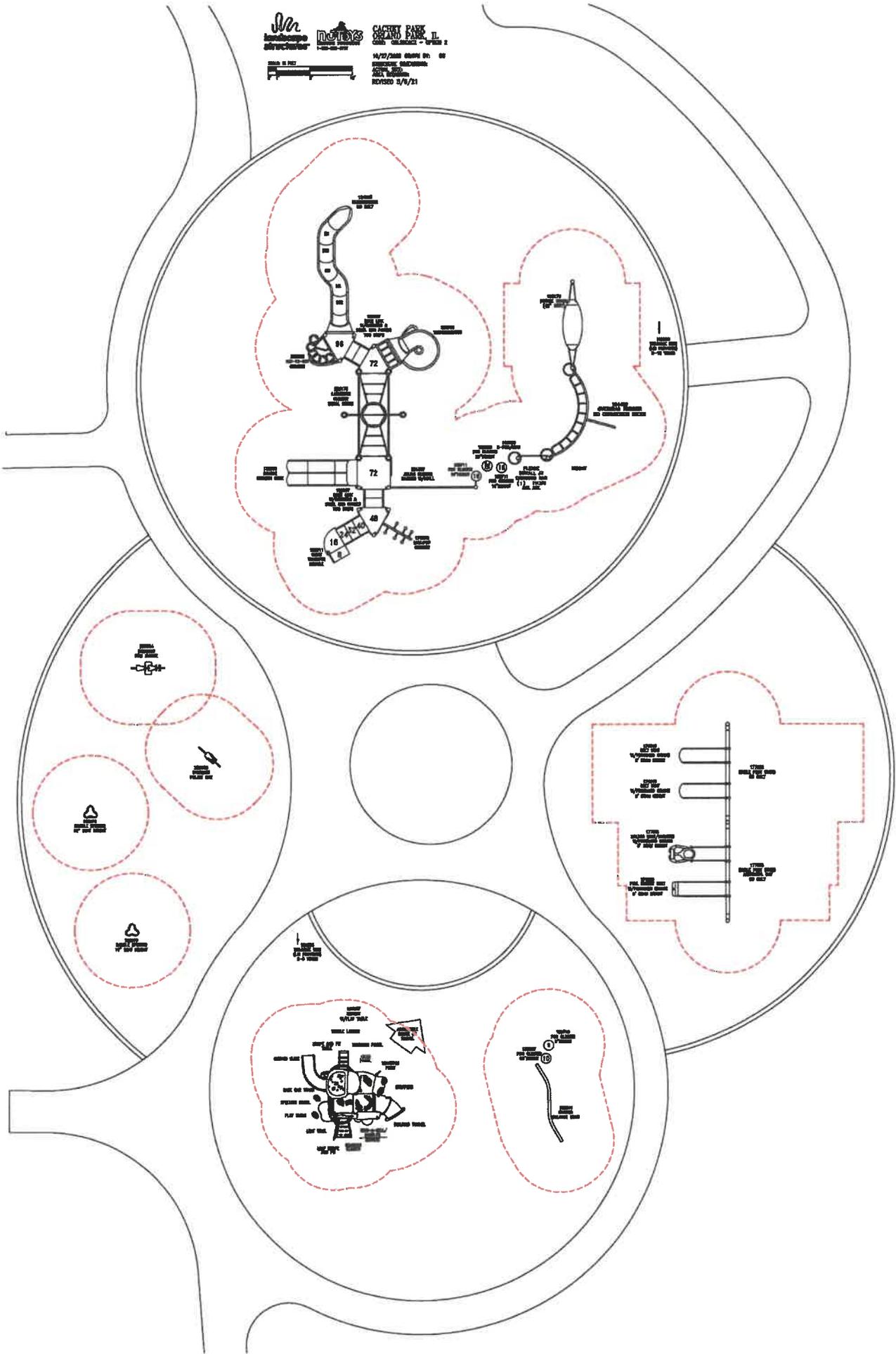


# Cachey Park

ORL20CAC2-2-1 • 05.06.2021

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

May 6, 2020

CACHEY PARK  
 ORLAND PARK, IL  
 OPTION 2 REVISED  
 SMARTPLAY/PLAYBOOSTER COMPONENT SYSTEM

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
<b>2-5 Year Olds Play Equipment</b>				
1	197057C	Motion w/Play Table DB		\$ 16,560
	includes:	Bead Panel		
		Bongo Panel		
		Curved Poly Slide		
		Inclined Tunnel		
		Leaf Shape and Fit Panel		
		Leaf Trail Panel		
		Marbles Panel		
		Numbers Climber		
		Play Table with seats		
		Race Car/Roller Track		
		Ring-a-Bell Panel		
		Shape-and-Fit Table		
		Spelling Panel		
		Steering Wheel		
		Steppers		
		Wiggle Ladder		
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years DB		-
ALSO:				
1	158997A	Pod Climber 10" DB		\$ 270
1	120710A	Pod Climber 8" DB		270
1	100041A	Curved Balance Beam DB		775
		Subtotal		<u>\$ 1,315</u>
<b>5-12 Year Olds Play Equipment</b>				
2	152907B	Deck Link w/Barriers Steel end panels 2 Steps	\$ 1,935	\$ 3,870
1	229832A	Dot-to-Dot Climber		2,150
1	201887B	JigJag Climber w/Permalene Handhold (Right) 72"Dk		1,690
1	223170C	Labyrinth Climber w/Permalene Handholds Equal Decks Attached to 72"Dk DB		11,280
1	176078A	Lollipop Climber 48"Dk DB		1,375
1	152911C	Curved Transfer Module Right 48"Dk DB		\$ 2,755

Page 2

Cachey Park - Option 2

1	111228A	Square Tenderdeck			\$	970
3	111231A	Triangular Tenderdeck	\$	750		2,250
1	193176A	Boogie Board DB Only				2,055
1	166809A	E-Pod Seat				290
1	111276A	Rail Assembly				215
1	184489C	Overhead Trekker Ladder w/o Deck Connections DB				2,310
1	111404G	100"Alum Post DB				280
2	111404E	116"Alum Post DB		290		580
1	111404Q	116"Steel Post DB 42" BURY				275
1	111404D	124"Alum Post DB				335
2	111404C	132"Alum Post DB		350		700
5	111404A	148"Alum Post DB		370		1,850
2	111404K	156"Alum Post DB		420		840
3	111404Z	182"Steel Post DB 44" Bury		445		1,335
1	130390A	Double Swoosh Slide 72"Dk DB				2,235
1	124863G	SlideWinder2 96"Dk DB Only 2 Straight 2 Right 1 Left				3,980
1	222708A	WhooshWinder Slide 72"Dk DB				4,785
2	120711A	Pod Climber 16" DB	\$	275		550
1	158998A	Pod Climber 20" DB				280
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB				-
		Subtotal			\$	49,235
<b>Freestanding Play Equipment</b>						
1	233054B	DigiRider Fire Engine DB			\$	1,855
1	233053B	DigiRider Police Car DB				1,295
1	152179A	Saddle Spinner DB 12"Height				965
1	152179A	Saddle Spinner DB 16"Height				965
		Subtotal			\$	5,080
<b>New 4-Place Single Post Swing Set</b>						
<b>2 Belt Seats, 1 Full Bucket Seats and 1 ADA</b>						
2	174018A	Belt Seat Proguard Chains 8' Beam	\$	120	\$	240
1	176038A	Full Bucket Seat Proguard Chains 8' Beam				330
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam				810
1	177332A	Single Post Swing Frame 8' Beam				1,200
1	177333A	Single Post Swing Frame Addtl Bay 8' Beam				895
		Subtotal			\$	3,475
					Equipment Subtotal	\$ 75,665
					Contract Discount - 8%	(6,053)
					Shipping Cost	2,900
					Equipment Total	\$ 72,512

Page 3  
Cachey Park - Option 2

**SITE WORK BY OTHERS**

Cost for Installation of Playground Equipment By Others	\$	26,000
Cost for Removal and Disposal of Existing Play Equipment by Others	\$	6,600
Cost for Removal and Disposal of Existing Woodchips by Others	\$	9,500

**Woodchip Surfacing**

383	Cu Yds.	Wood carpet to cover 7,780 sq. ft., 12" deep with natural compaction, delivered and installed	\$	25	\$	9,600
		Performance Bond			\$	2,700
		<b>Project Total</b>			\$	<b>126,912</b>



*SLR*  
landscape  
structures

CAMENO REAL PARK

ORI20CAM2-1 • 11.05.2020

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Leisure Products

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

November 5, 2020

CAMENO REAL PARK  
 ORLAND PARK, IL  
 OPTION 2  
 PLAYBOOSTER COMPONENT SYSTEM

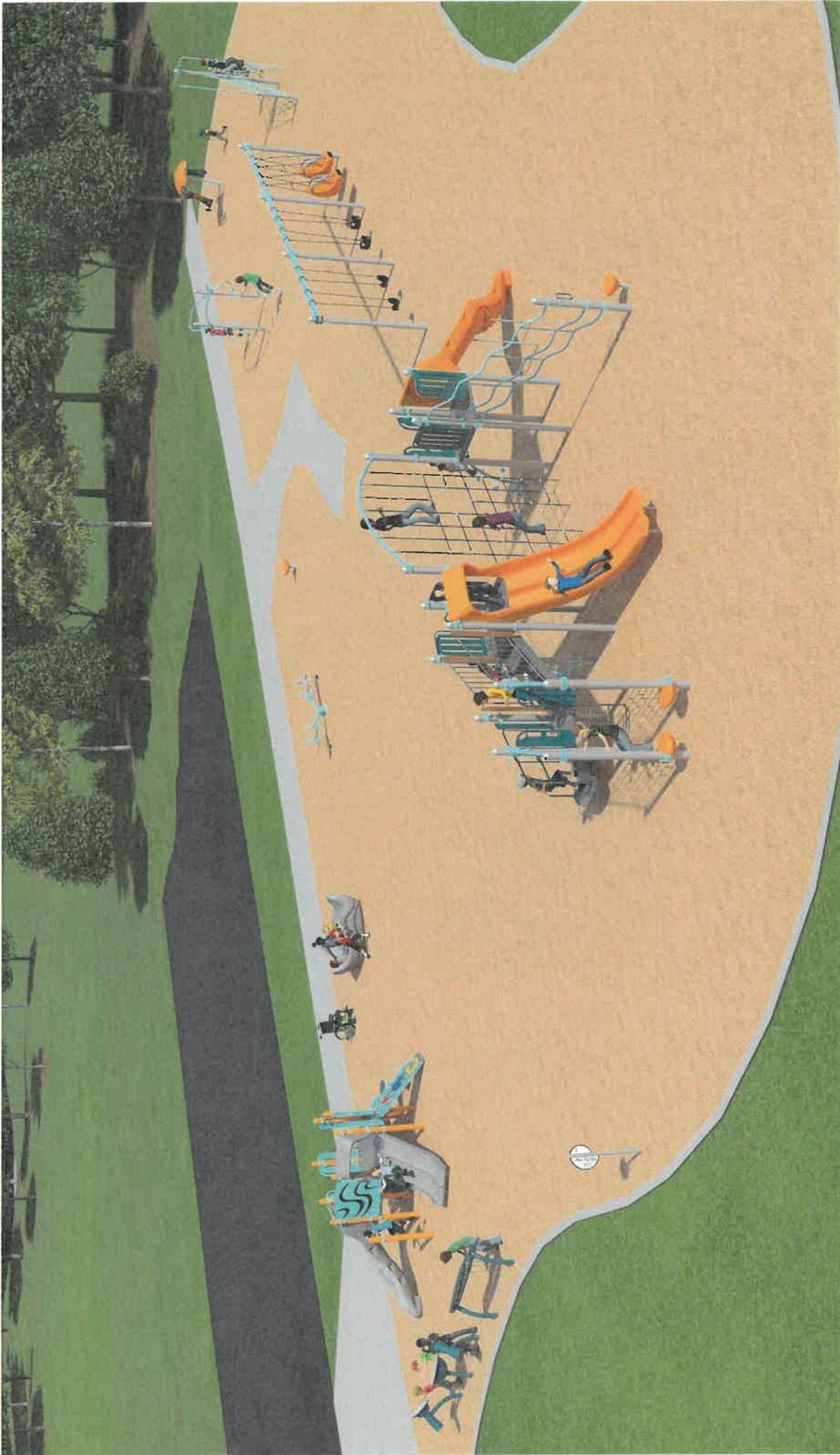
<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
<b>5-12 Year Olds Play Equipment</b>				
1	146812A	Sky Rail Climber 72"Dk DB		\$ 1,550
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps		1,935
1	152908B	Deck Link w/Handrails Permalene infill panel 2 Steps		1,460
1	176078A	Lollipop Climber 48"Dk DB		1,375
1	121948A	Kick Plate 8"Rise		110
2	111228A	Square Tenderdeck	\$ 970	1,940
1	185852A	Transfer Step w/2 Handloops DB		950
2	111231A	Triangular Tenderdeck	750	1,500
1	120901A	Grab Bar		185
1	141886A	Access/Landing Assembly Rails Barrier Left 24"Dk		645
1	119805A	Single Beam Loop Horiz Ladder 84"		995
1	111404G	100"Alum Post DB		280
1	111404F	108"Alum Post DB		285
4	111404E	116"Alum Post DB	290	1,160
2	111404D	124"Alum Post DB	335	670
2	111404C	132"Alum Post DB	350	700
3	111404A	148"Alum Post DB	\$ 370	1,110
1	111404H	92"Alum Post DB		270
1	123336A	Double Wave Slide 48"Dk DB		2,565
1	124863F	SlideWinder2 72"Dk DB 1 Straight 2 Right		3,355
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB		-
		Subtotal		\$ 23,040
<b>New 3-Place Single Post Swing Set 2 Belt Seats and 1 Full Bucket Seat</b>				
2	174018A	Belt Seat Proguard Chains 8' Beam	\$ 120	\$ 240
1	176038G	Full Bucket Seat ProGuard Chains for Toddler Swing		325
1	177332A	Single Post Swing Frame 8' Beam		1,200
1	177337A	Toddler Swing Add-On Beam		470
		Subtotal		\$ 2,235
		Equipment Subtotal		\$ 25,275
		Contract Discount - 8%		(2,022)
		Shipping Cost		1,701
		Equipment Total		\$ 24,954

**SITE WORK BY OTHERS**

Cost for Installation of Playground Equipment By Others	\$	8,500
Cost for Removal and Disposal of Existing Play Equipment by Others	\$	3,400
Cost for Removal and Disposal of Existing Woodchips by Others	\$	4,500
Cost for 77 Linear Feet of Concrete Curbing, 6" wide, by Others	\$	3,100

**Woodchip Surfacing**

120	Cu Yds.	Wood carpet to cover 6,565 sq. ft., 12"deep, delivered and installed	\$	4,600
				950
		Performance Bond		
		<b>Project Total</b>	<b>\$</b>	<b>50,004</b>



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# DISCOVERY PARK

ORL20DIS2-1 • 11.06.2020

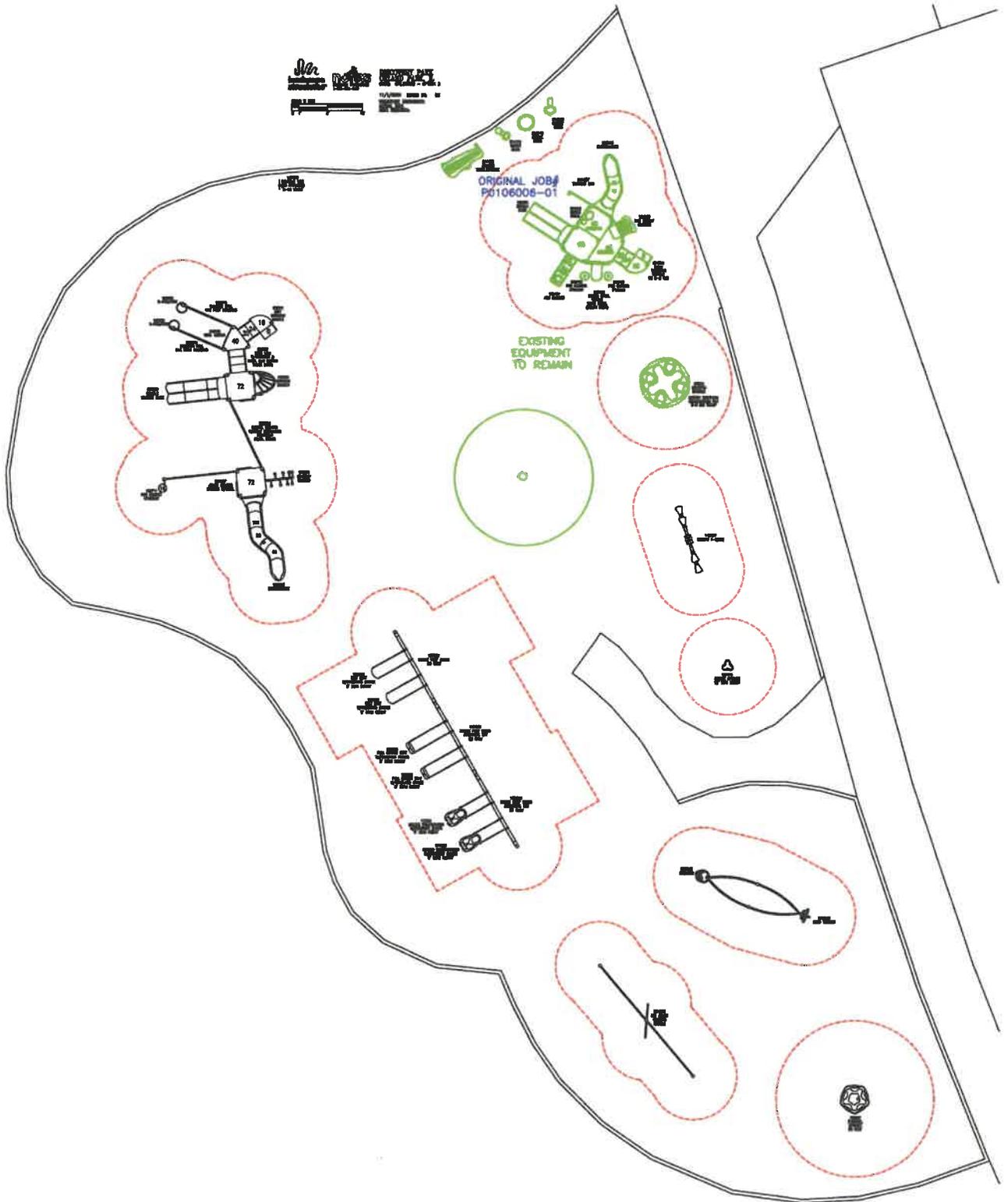
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See  
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ORIGINAL JOB#  
P0106008-01

EXISTING  
EQUIPMENT  
TO REMAIN





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 708-579-9055  
 708-579-0109 (fax)  
 1-800-526-6197

November 6, 2020

DISCOVERY PARK  
 ORLAND PARK, IL  
 OPTION 2  
 PLAYBOOSTER COMPONENT SYSTEM

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
<b>5-12 Year Olds Play Equipment</b>				
2	158678A	Climbing Wall Alum DB	\$ 1,650	\$ 3,300
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps		2,525
1	201887B	JigJag Climber w/Permalene Handhold (Right) 72"Dk		1,690
1	176078B	Lollipop Climber 72"Dk DB		1,395
1	202594A	Portal Climber w/Permalene Handhold (Right) Equal Decks 72"Dk DB Only		5,260
1	176079A	Sunbeam Climber		1,680
1	116249B	Vertical Ladder 40"Dk DB		800
1	152911B	Curved Transfer Module Left 40"Dk DB		2,610
2	111228A	Square Tenderdeck	970	1,940
1	111231A	Triangular Tenderdeck		750
2	166809A	E-Pod Seat	290	580
1	111404G	100"Alum Post DB		280
3	111404D	124"Alum Post DB	335	1,005
4	111404A	148"Alum Post DB	370	1,480
2	111404M	148"Steel Post DB	335	670
2	111404Z	182"Steel Post DB 44" Bury	\$ 445	890
1	130390A	Double Swoosh Slide 72"Dk DB1		2,235
1	124863F	SlideWinder2 72"Dk DB 1 Straight 1 Right 1 Left		3,355
1	120711A	Pod Climber 16" DB		275
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB		-
		Subtotal		\$ 32,720
<b>Freestanding Play Equipment</b>				
1	201545A	Blender Spinner DB		\$ 2,360
1	201546A	Gyro Twister DB		1,820
2	111404O	132"Steel Post DB 42" BURY	\$ 285	570
1	185927A	Flywheel Spinner DB Only		3,155
1	152179A	Saddle Spinner DB 12"Height		965
1	148637A	Seesaw 4-Seats DB		3,250
1	201993A	JigJag Climber Double w/2 Firepoles Aluminum Posts and DB Only		3,415
		Subtotal		\$ 15,535

Page 2  
Discovery Park - Option 2

**New 6-Place Single Post Swing Set  
2 Belt Seats, 2 Full Bucket Seats and 2 ADA**

2	174018A	Belt Seat Proguard Chains 8' Beam	\$	120	\$	240
2	176038A	Full Bucket Seat Proguard Chains 8' Beam		330		660
2	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam		810		1,620
1	177332A	Single Post Swing Frame 8' Beam				1,200
2	177333A	Single Post Swing Frame Addtl Bay 8' Beam		895		1,790
		Subtotal				<u>\$ 5,510</u>

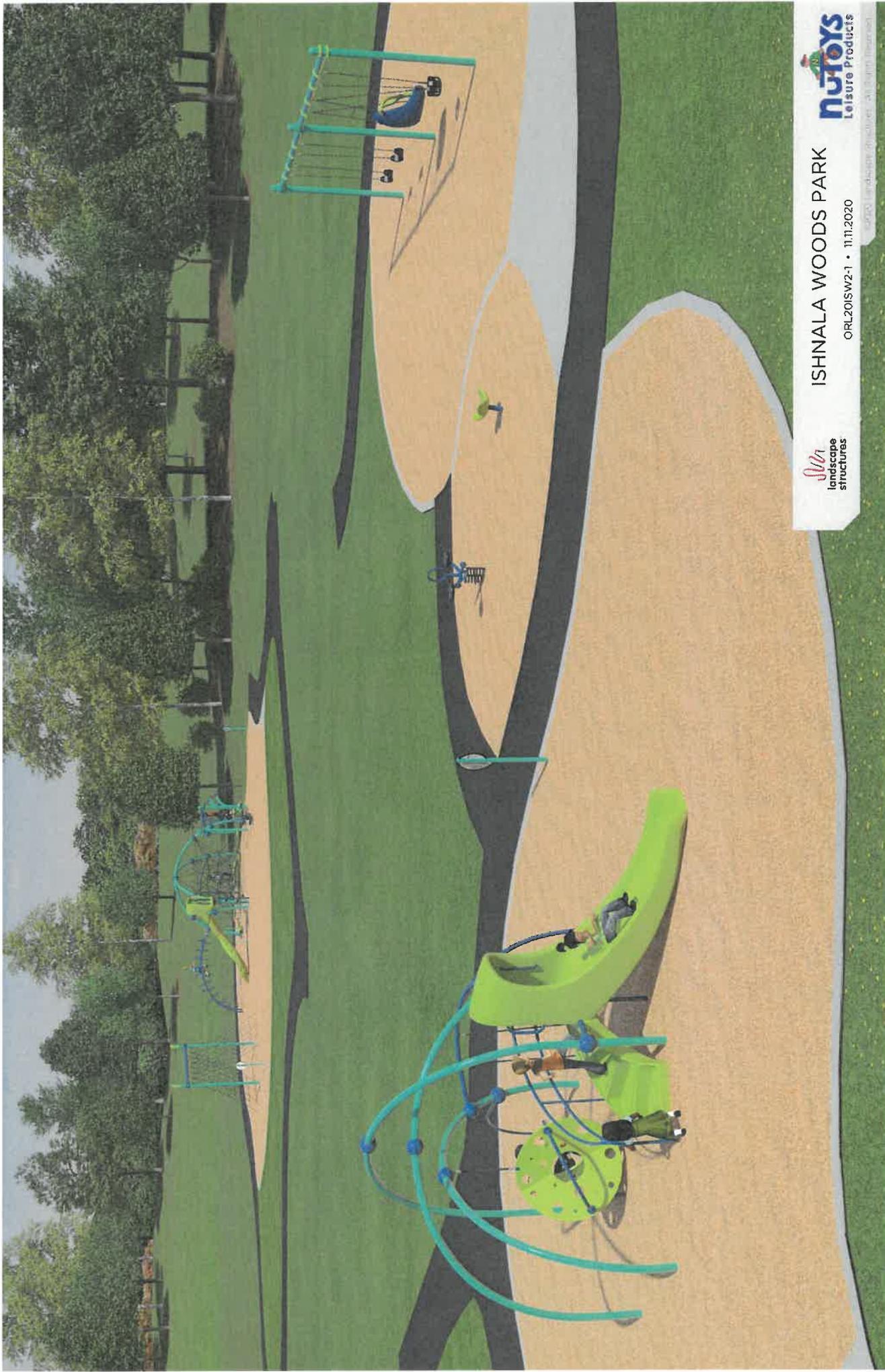
Equipment Subtotal	\$	53,765
Contract Discount - 8%		(4,301)
Shipping Cost		2,900
Equipment Total	\$	<u>52,364</u>

**SITE WORK BY OTHERS**

Cost for Installation of Playground Equipment By Others	\$	19,500
Cost for Removal and Disposal of Existing Play Equipment by Others	\$	4,300
Cost for Removal and Disposal of Existing Woodchips by Others	\$	8,200

**Woodchip Surfacing**

350	Cu Yds.	Wood carpet to cover 9100 sq. ft., 12" deep with natural compaction, delivered and installed	\$	12,250
		Performance Bond		2,400
		<b>Project Total</b>	<b>\$</b>	<b>99,014</b>



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# ISHNALA WOODS PARK

ORL20ISW2-1 • 11.11.2020

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# ISHNALA WOODS PARK

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November 11, 2020

ISHNALA WOODS PARK  
 ORLAND PARK, IL  
 OPTION 2  
 WEEVOS/EVOS COMPONENT SYSTEM

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
<b>2-5 Year Olds Play Equipment</b>				
1	173575A	Swiggly Stix Bridge DB		\$ 4,495
1	173573A	Wee Planet Climber DB		2,575
1	164170A	Weevos 3 Arch Mainstructure DB Only		3,135
1	164173A	Twirly Bar DB		555
1	164174A	Cozy Coaster Slide w/ASTM Handrail DB w/Stairs Under Large Arch		6,275
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years DB		-
		Subtotal		<u>\$ 17,035</u>
ALSO:				
1	164075B	Double Bobble Rider DB		\$ 1,955
1	152179A	Saddle Spinner DB 12"Height		965
		Subtotal		<u>\$ 2,920</u>
<b>New 4-Place Single Post Swing Set 2 Belt Seats, 1 Full Bucket Seats and 1 ADA</b>				
2	174018A	Belt Seat Proguard Chains 8' Beam	\$ 120	\$ 240
1	176038A	Full Bucket Seat Proguard Chains 8' Beam		330
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam		810
1	177332A	Single Post Swing Frame 8' Beam		1,200
1	177333A	Single Post Swing Frame Addtl Bay 8' Beam		895
		Subtotal		<u>\$ 3,475</u>
<b>5-12 Year Olds Play Equipment</b>				
1	166809A	E-Pod Seat		\$ 290
1	193174A	Sol Spinner DB		2,195
2	111404O	132"Steel Post DB 42" BURY	\$ 285	570
3	156440A	Clamp One Face (A-A)		-
3	157585A	Clamp One Face (O-E)		-
1	156441A	Clamp Two Faces 90* (A-B)		-
1	156450A	Swiggle Stix DB Only		5,800
1	156462A	Ring Tangle DB Only		3,115
1	258230A	Eclipse Net Plus w/3-5 Attach Points DB Only		\$ 26,715

Page 2

## Ishnala Woods Park - Option 2

2	156454A	E-Pod	\$	290	\$	580
1	160254A	Overhead Trekker DB Only				2,000
1	201041A	Eclipse Rushwinder DB Left DB Only				4,760
1	164157B	Double Noodle Pod DB 16" & 24" Pod Heights DB Only				1,360
1	158108B	Noodle Pod DB Only 16" Pod Height DB Only				1,030
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB				-
		Subtotal			\$	48,415

**Freestanding Play Equipment**

1	244191A	A-Frame Cargo Net (5-12) DB			\$	9,330
		Equipment Subtotal			\$	81,175
		Contract Discount - 8%				(6,494)
		Shipping Cost				2,900
		Equipment Total			\$	77,581

**SITE WORK BY OTHERS**

Cost for Installation of Playground Equipment By Others	\$	28,250
Cost for Removal and Disposal of Existing Play Equipment by Others	\$	6,600
Cost for Removal and Disposal of Existing Woodchips by Others	\$	9,000

**Woodchip Surfacing**

280	Cu Yds.	Wood carpet to cover 7,195 sq. ft., 12" deep with natural compaction, delivered and installed	\$	10,200
		Performance Bond		2,700
		<b>Project Total</b>	<b>\$</b>	<b>134,331</b>



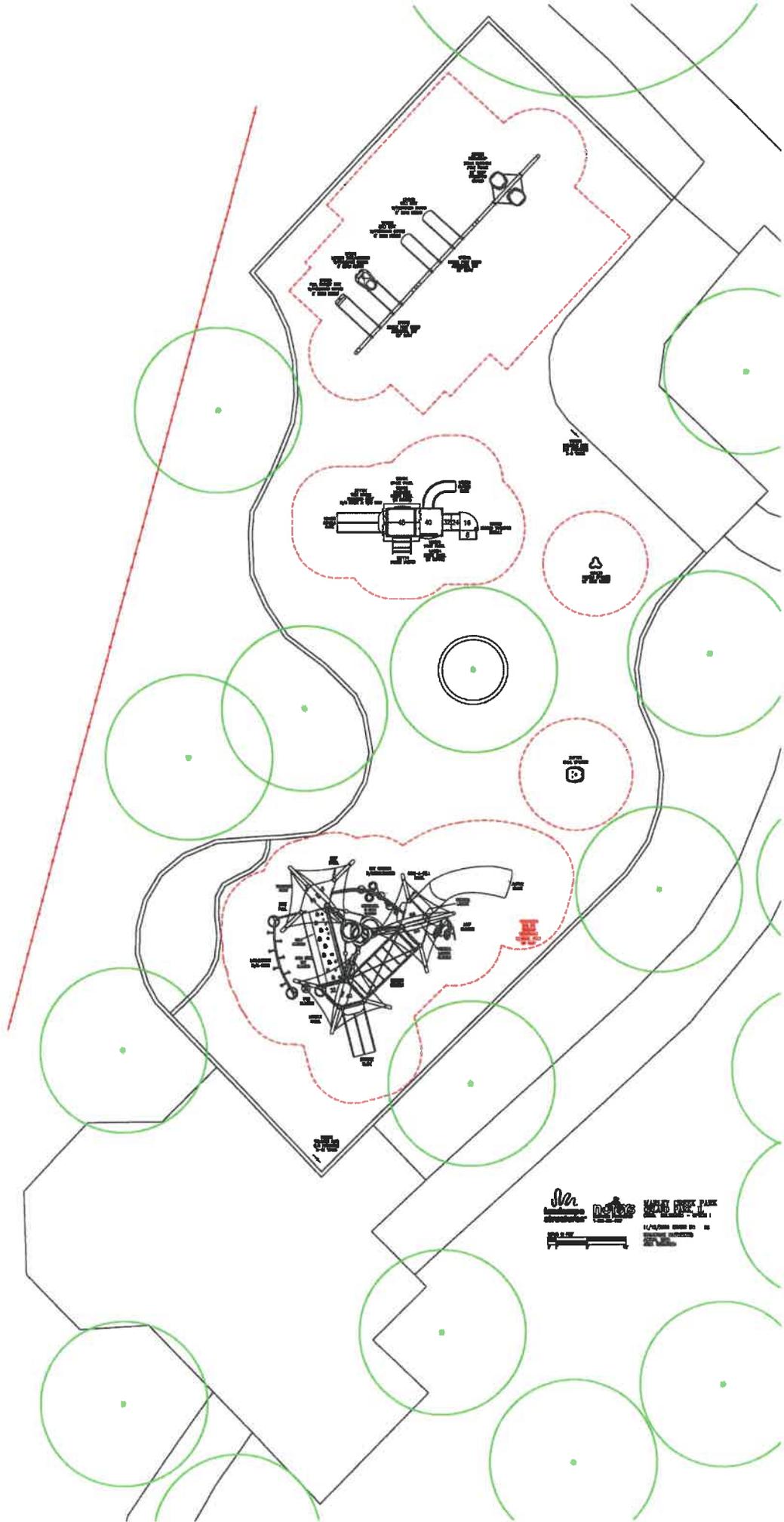
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# MARLEY CREEK PARK

ORL20MARI-1 • 11.16.2020

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 708-579-0109 (fax)  
 1-800-526-6197

November 16, 2020

MARLEY CREEK PARK  
 ORLAND PARK, IL  
 OPTION 1  
 PLAYSHAPER/PLAYBOOSTER COMPONENT SYSTEM

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
<b>2-5 Year Olds Play Equipment</b>				
1	181114C	Wiggle Ladder 48"Dk DB		\$ 720
1	153020B	Curved Transfer Module 40"Dk Left DB		2,390
1	179349A	Kick Plate 8"Rise		110
2	111237A	Square Tenderdeck	\$ 735	1,470
1	139266A	Navigator Reach Panel Ground Level		590
1	119515A	Pilot Panel Above Deck		940
1	123484A	Space Travel Panel Above Deck		1,220
1	144984A	Storefront Panel		395
2	111397C	106"Post DB	280	560
4	111396B	137"Post For Roof DB	\$ 335	1,340
1	211191D	Tree House Roof w/o Stack and w/o Kids Only sign		2,945
1	123339A	Curved Slide 40"Dk DB		1,545
1	132155B	Double Slide 48"Dk DB		1,950
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years DB		-
		Subtotal		\$ 16,175
<b>ALSO:</b>				
1	152179A	Saddle Spinner DB 12"Height		\$ 965
<b>5-12 Year Olds Play Equipment</b>				
1	CP016776A	DTR PB Treetop Structure w/Steel Post DB Only		\$ 39,950
	includes:	Alpine Slide		
		Belt Climber		
		Double Slide		
		High Wire Net Climber		
		Horizontal O-Zone Climber		
		Leaf Climber		
		Leaf Panel		
		Lolliladder w/ E Pods		
		Marble Panel		
		Net Climber w/ Swiggleknots		
		Pod Climber		
		Ring Pull		

Page 2

Marley Creek Park - Option 1

		Ring-a-Bell Climber			
		Seeker Climber			
		Vertical Ladder			
		Vertical Ladder Climber			
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB			-
ALSO:					
1	247189A	Chill Spinner DB		\$	1,930
<b>New 5-Place Single Post Swing Set</b>					
<b>2 Belt Seats, 1 Full Bucket Seat, 1 Friendship Swing and 1 ADA</b>					
2	174018A	Belt Seat Proguard Chains 8' Beam	\$	120	\$ 240
1	237296A	Friendship Swing w/Single Post Frame 52" Bury ProGuard Chains			3,060
1	176038A	Full Bucket Seat Proguard Chains 8' Beam			330
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam			810
2	177345A	Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only		950	1,900
				Subtotal	\$ 6,340
				Equipment Subtotal	\$ 65,360
				Contract Discount - 8%	(5,229)
				Shipping Cost	2,900
				Equipment Total	\$ 63,031
<b>SITE WORK BY OTHERS</b>					
				Cost for Installation of Playground Equipment By Others	\$ 22,400
				Cost for Removal and Disposal of Existing Play Equipment by Others	\$ 6,000
				Cost for Removal and Disposal of Existing Woodchips by Others	\$ 7,900
<b>Woodchip Surfacing</b>					
240	Cu Yds.	Wood carpet to cover 5,566 sq. ft., 12"deep, delivered and installed		\$	9,100
				Performance Bond	2,200
				<b>Project Total</b>	<b>\$ 110,631</b>



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# SPRING CREEK PARK

ORL20SPRI-2 • 11.24.2020

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November 24, 2020

SPRING CREEK PARK  
 ORLAND PARK, IL  
 OPTION 1  
 SMARTPLAY COMPONENT SYSTEM

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
		<b>5-12 Year Olds Play Equipment</b>		
1	210739A	Venti Alum Posts DB		\$ 38,480
	includes:	Belt Bridge		
		Belt Hammock		
		Cabin Climber		
		Cabin Seating Area		
		Cargo Net		
		Chinning Bar		
		Double Poly Swoosh Slide		
		Firepole		
		Inclined Cable Walk		
		Panel Maze		
		Single Poly Slide		
		Square Loop Incline Climber		
		Square Loop Vertical Climber		
		Square Steppers		
		Swiggle Stix		
		Tightrope		
		Turning Bar		
		Vertical Panel Climber		
		Windowpane Overhead Ladder		
		Wood Plank Ladder		
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB		-
ALSO:				
1	247179A	Curva Spinner DB Only	\$	1,765
1	121874A	Curved Track Ride w/Alum Posts DB Only		4,655
1	148638A	Stand-Up Seesaw DB		2,395
1	155077A	Stand-Up Spinner DB Only		1,660
1	205800A	TopsyTurny Spinner 42"Bury DB Only		4,675
		Subtotal	\$	15,150

Page 2

Spring Creek Park - Option 1

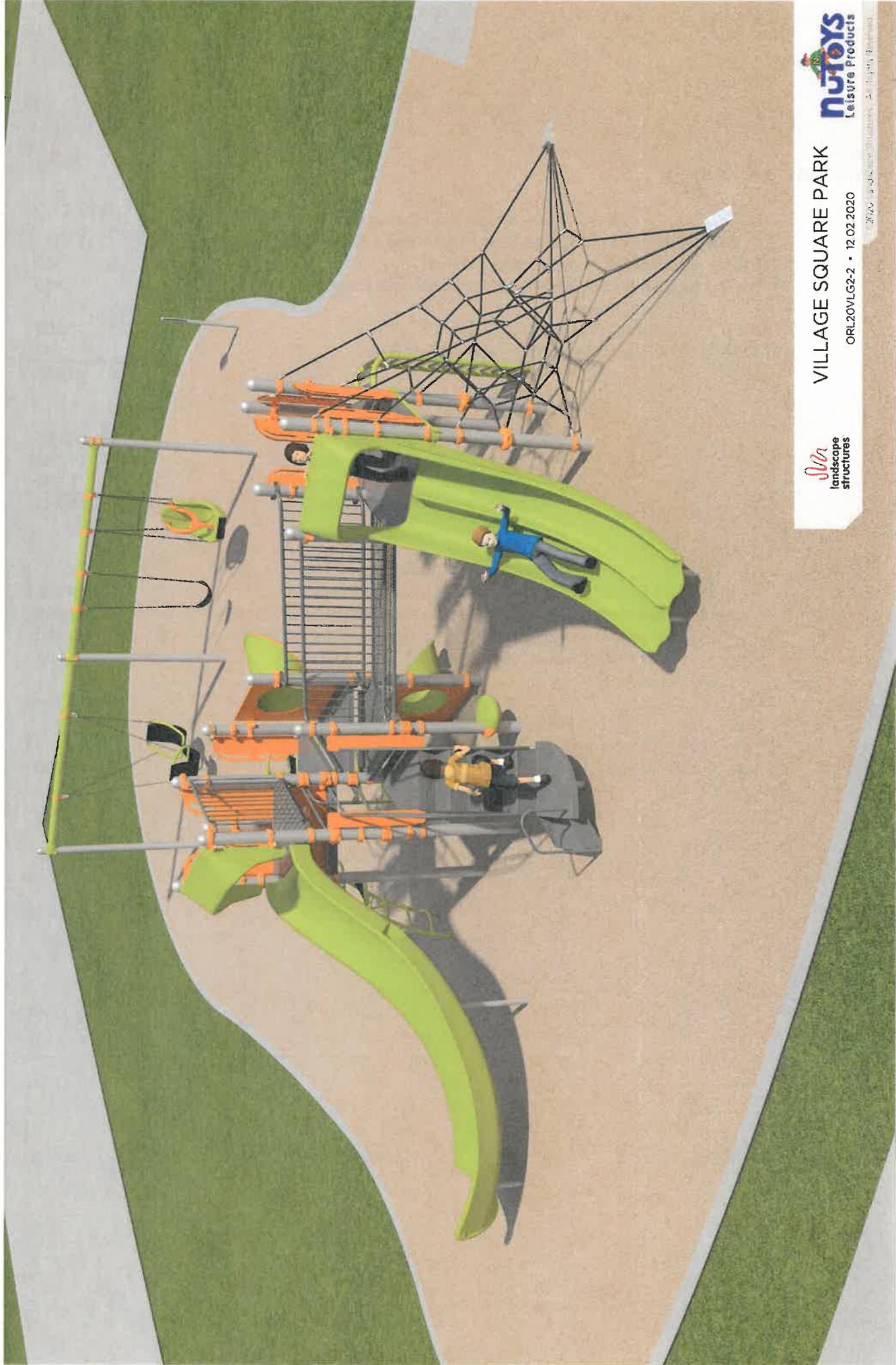
<b>New 5-Place Single Post Swing Set</b>				
<b>2 Belt Seats, 1 Full Bucket Seat, 1 ADA and 1 Friendship Swing</b>				
3	174018A	Belt Seat Proguard Chains 8' Beam	\$ 120	\$ 360
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam		810
1	177332A	Single Post Swing Frame 8' Beam		1,200
1	177333A	Single Post Swing Frame Addtl Bay 8' Beam		895
		Subtotal		<u>\$ 3,265</u>
		Equipment Subtotal		\$ 56,895
		Contract Discount - 8%		(4,552)
		Shipping Cost		2,900
		Equipment Total		<u>\$ 55,243</u>

**SITE WORK BY OTHERS**

Cost for Installation of Playground Equipment & Restoration	\$ 19,500
Cost for Removal and Disposal of Existing Play Equipment by Others	\$ 3,900
Cost for Removal and Disposal of Existing Woodchips by Others	\$ 9,000
Cost for Excavation of 6,889 Sq. Ft. Site by Others	N/A

**Woodchip Surfacing**

320	Cu Yds.	Wood carpet to cover 6,889 sq. ft., 12"deep, delivered and installed	\$ 11,700
		Performance Bond	2,400
		<b>Project Total</b>	<b>\$ 101,743</b>



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# VILLAGE SQUARE PARK

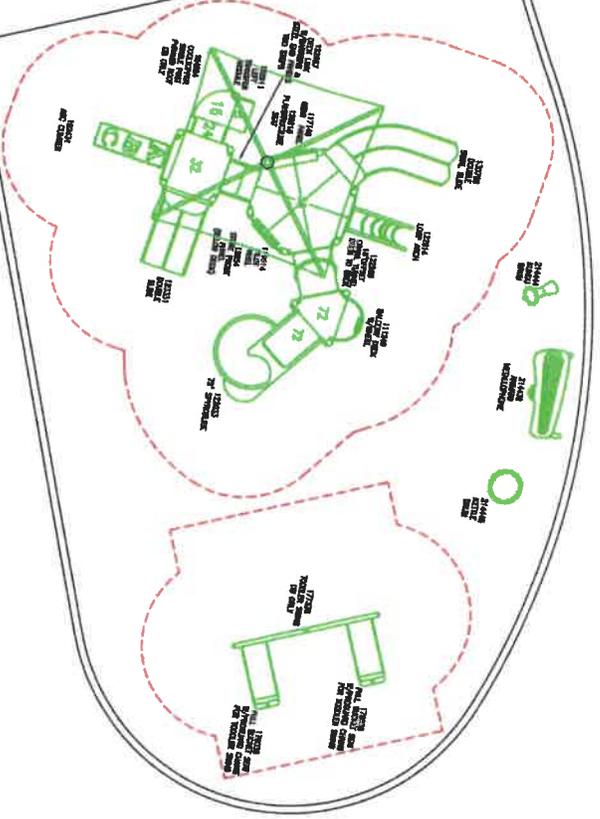
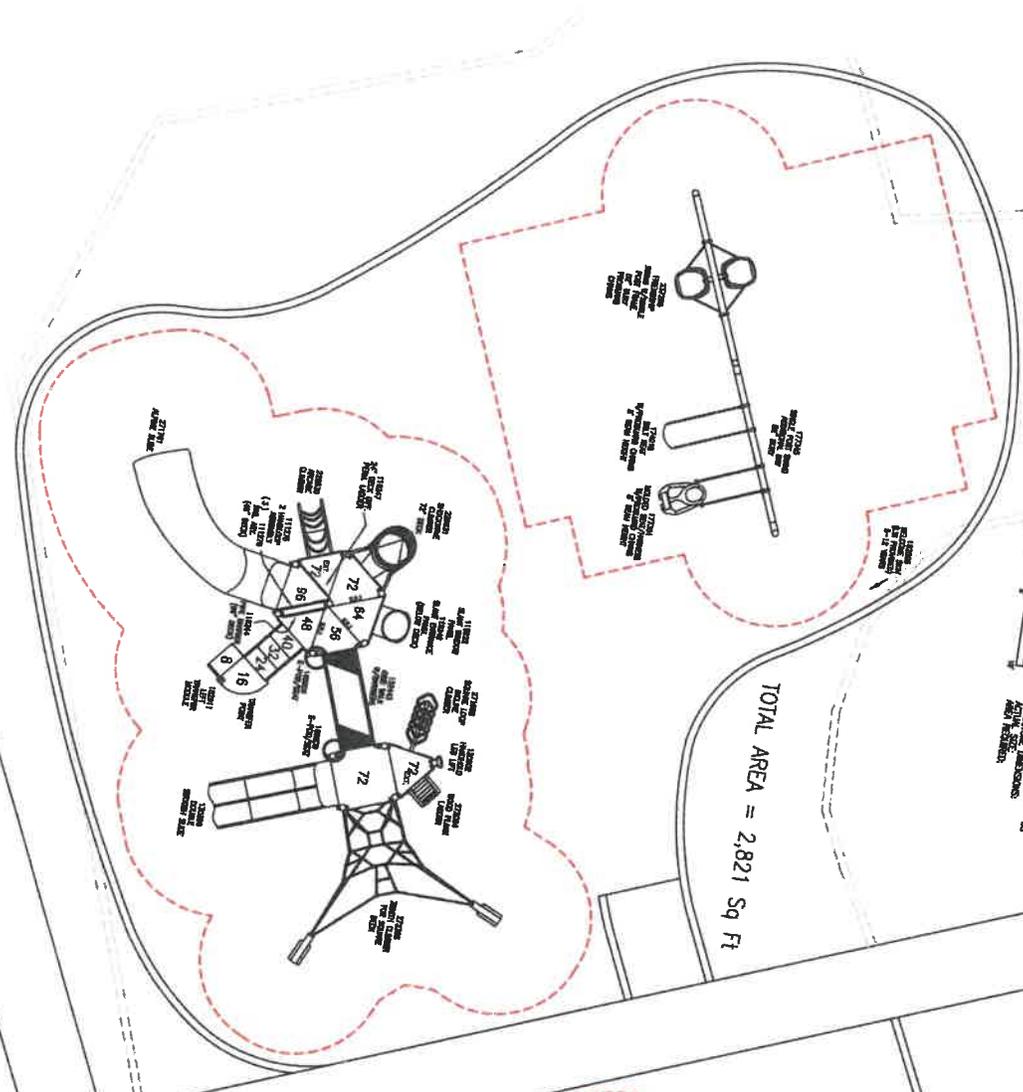
ORL20VLG2-2 • 12.02.2020

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**VILLAGE SQUARE PARK**  
 117/200/2000 (Number of Units) 2  
 117/200/2000 (Number of Units) 2  
 117/200/2000 (Number of Units) 2  
 117/200/2000 (Number of Units) 2

TOTAL AREA = 2,821 Sq Ft





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

December 2, 2020

VILLAGE SQUARE PARK  
 ORLAND PARK, IL  
 OPTION 2  
 PLAYBOOSTER COMPONENT SYSTEM

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
<b>5-12 Year Olds Play Equipment</b>				
1	152443A	Grid Walk w/Barriers		\$ 3,290
1	229830B	Arcade Climber 72" Deck DB		1,685
1	229831B	Shockwave Climber 72" Deck DB		2,530
1	271908A	Square Loop Incline Climber w/Permalene Handholds 72" Deck DB		1,165
1	116247A	Vertical Ladder - Panel 24"		815
1	272084A	Wood Plank Ladder w/Permalene Handholds 72" Deck DB		1,470
1	272368A	Zenith Climber w/Permalene Handholds Attached to Square Deck 72"Deck DB		5,575
1	152911C	Curved Transfer Module Left 48"Dk DB		2,755
3	121948A	Kick Plate 8"Rise	\$ 110	330
1	111228A	Square Tenderdeck		970
5	111231A	Triangular Tenderdeck	750	3,750
2	119646A	Tri-Deck Extension	725	1,450
1	116244A	Pipe Barrier Above Deck		590
1	115242A	Slant Entrance Panel DB		1,085
1	115222A	Slant Window Panel Above Deck		1,220
2	166809A	E-Pod Seat	290	580
1	120902A	Handhold Leg Lift		200
2	111275A	Handloop Assembly	220	440
3	111276A	Rail Assembly	215	645
1	111404C	132"Alum Post DB		350
1	111404B	140"Alum Post DB		355
3	111404A	148"Alum Post DB	370	1,110
2	111404W	156"Steel Post DB 42" BURY	390	780
2	111404X	164"Steel Post DB 42" BURY	405	810
3	111404Z	182"Steel Post DB 44" Bury	\$ 445	1,335
1	271761B	Alpine Slide 96" Deck DB		4,360
1	130390A	Double Swoosh Slide 72"Dk DB		2,235
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB		-
Subtotal				\$ 41,880

Page 2

Village Square Park - Option 2

**New 3-Place Single Post Swing Set  
1 Belt Seats, 1 ADA and 1 Friendship Swing**

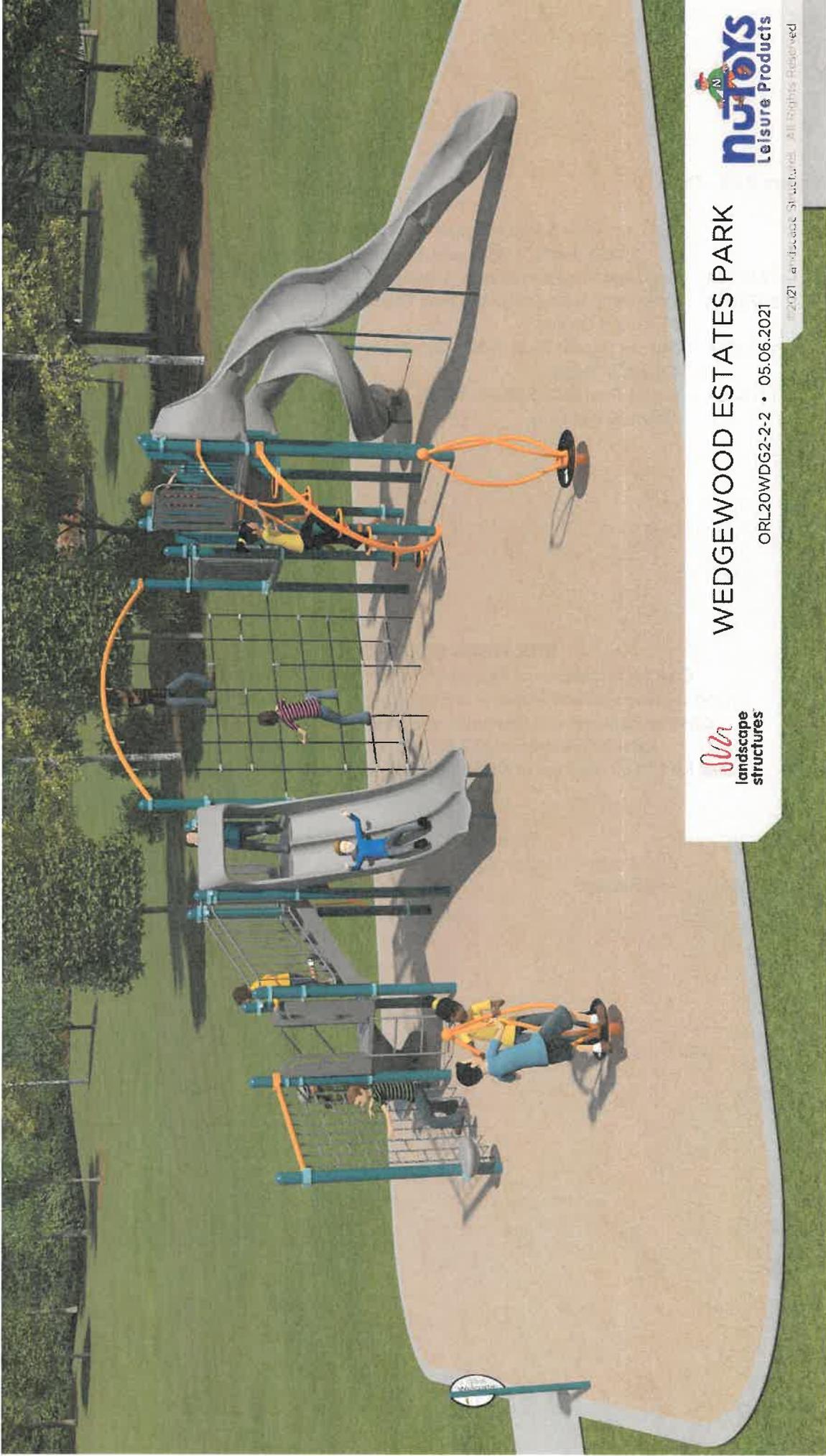
1	174018A	Belt Seat Proguard Chains 8' Beam	\$	120
1	237296A	Friendship Swing w/Single Post Frame 52" Bury ProGuard Chains		3,060
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam		810
1	177345A	Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only		950
Subtotal				\$ 4,940
				\$ 46,820
Equipment Subtotal				\$ 46,820
Contract Discount - 8%				(3,746)
Shipping Cost				2,900
Equipment Total				\$ 45,974

**SITE WORK BY OTHERS**

Cost for Installation of Playground Equipment & Restoration	\$ 17,050
Cost for Removal and Disposal of Existing Play Equipment by Others	\$ 3,600
Cost for Removal and Disposal of Existing Woodchips by Others	\$ 4,800
Cost for Excavation of 2,821 Sq. Ft. Site by Others	\$ 4,100
Cost for 215 Linear Feet of Concrete Curbing, 6" - 12" wide, by Others	\$ 8,100

**Woodchip Surfacing**

139	Cu Yds.	Wood carpet to cover 2,821 sq. ft., 12" deep, delivered and installed	\$	5,300
Performance Bond				2,100
<b>Project Total</b>				<b>\$ 91,024</b>



# WEDGEWOOD ESTATES PARK

ORL20WDG2-2-2 • 05.06.2021



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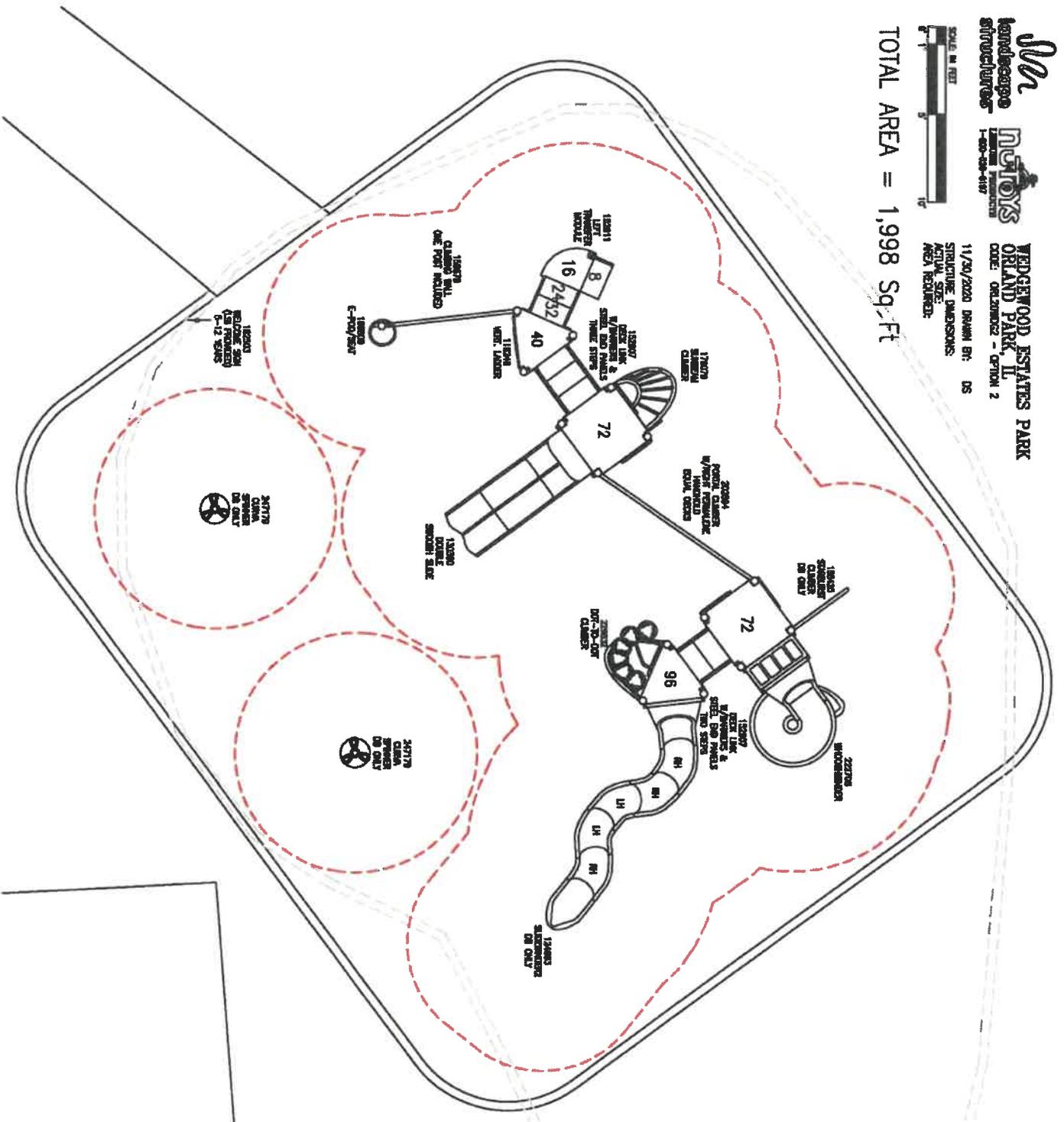


**WEDGEWOOD ESTATES PARK**  
**ORLAND PARK, IL**  
CODE: ORLANDERZ - OPTION 2



11/29/2020 DRAWN BY: DS  
STRUCTURE DIMENSIONS:  
ACTUAL SIZE  
ARCH REQUIRED:

**TOTAL AREA = 1,998 Sq. Ft**





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

December 2, 2020

WEDGEWOOD ESTATES PARK  
 ORLAND PARK, IL  
 OPTION 2  
 PLAYBOOSTER COMPONENT SYSTEM

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
<b>5-12 Year Olds Play Equipment</b>				
1	158678A	Climbing Wall Alum DB		\$ 1,650
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps		1,935
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps		2,525
1	229832A	Dot-to-Dot Climber		2,150
1	202594A	Portal Climber w/Permalene Handhold (Right) Equal Decks 72"Dk DB Only		5,260
1	158425A	Starburst Climber DB Only		2,170
1	176079A	Sunbeam Climber		1,680
1	116249B	Vertical Ladder 40"Dk DB		800
1	152911B	Curved Transfer Module Left 40"Dk DB		2,610
2	111228A	Square Tenderdeck	\$ 970	1,940
2	111231A	Triangular Tenderdeck	750	1,500
1	166809A	E-Pod Seat		290
3	111404D	124"Alum Post DB	335	1,005
3	111404A	148"Alum Post DB	370	1,110
1	111404M	148"Steel Post DB		335
1	111404K	156"Alum Post DB		420
1	111404W	156"Steel Post DB		390
5	111404Z	182"Steel Post DB 44" Bury	445	2,225
1	130390A	Double Swoosh Slide 72"Dk DB		2,235
1	124863G	SlideWinder2 96"Dk DB Only 3 Right 2 Left		3,980
1	222708A	WhooshWinder Slide 72"Dk DB		4,785
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB		-
		Subtotal		\$ 40,995
ALSO:				
2	247179A	Curva Spinner DB Only	\$ 1,765	\$ 3,530
		Equipment Subtotal		\$ 44,525
		Contract Discount - 8%		(3,562)
		Shipping Cost		2,900
		Equipment Total		\$ 43,863

Page 2

Wedgewood Estates Park - Option 2

**SITE WORK BY OTHERS**

Cost for Installation of Playground Equipment & Restoration	\$	18,000
Cost for Removal and Disposal of Existing Play Equipment by Others	\$	3,600
Cost for Removal and Disposal of Existing Woodchips by Others	\$	4,200
Cost for Excavation of 1,998 Sq. Ft. Site by Others	\$	3,200
Cost for 166 Linear Feet of Concrete Curbing, 6" - 12" wide, by Others	\$	6,100

**Woodchip Surfacing**

98	Cu Yds.	Wood carpet to cover 1,998 sq. ft., 12" deep, delivered and installed	\$	3,800
		Performance Bond	\$	2,100
		<b>Project Total</b>	\$	<b>84,863</b>





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any owner, lessee or contractor whom you have agreed to include as an additional insured under a written contract or agreement, provided such was executed prior to an occurrence	Any locations for which a playground was installed by the named insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee or contractor whom you have agreed to include as an additional insured under a written contract or agreement, provided such was executed prior to an occurrence	Any locations for which a playground was installed by the named insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

As required by written contract prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

#### **SCHEDULE**

- |   |  |
|---|--|
| 1. Broadened Insured Status   | 14. Audio, Visual, And Data Electronic Equipment                       |
| 2. Blanket Additional Insured When Required Under Written Contract  | 15. Loan/Lease Payoff Coverage   |
| 3. Employee Hired Autos Liability Coverage  | 16. Airbag Coverage  |
| 4. Employees As Insureds  | 17. Multiple Deductible Protection – Covered "Auto" And Trailer        |
| 5. Coverage Extensions – Supplementary Payments   | 18. Duties In The Event Of An Accident, Claim, Suit, Or Loss           |
| 6. Limited Fellow Employee Coverage   | 19. Non-Owned Auto Waiver Of Subrogation                               |
| 7. Limited Hired Auto - Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage) | 20. Blanket Waiver Of Subrogation When Required Under Written Contract |
| 8. Custom Signs And Decoration  | 21. Coverage Territory – Short Term Hired Commercial "Autos"           |
| 9. Extended Towing Coverage   | 22. Limited Mexico Coverage  |
| 10. Glass Breakage  | 23. Unintentional Failure To Disclose Hazards                          |
| 11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles                | 24. Mental Anguish Resulting From "Bodily Injury"                      |
| 12. Extra Expense – Stolen Vehicles   | 25. Waiver Of Sovereign Immunity                                       |
| 13. Personal Effects Coverage   | 26. Application Of This Endorsement                                    |

## 1. Broadened Insured Status

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A. Coverage, Subparagraph 1. Who Is An Insured is amended to include as an insured:

- A. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

However, the insurance afforded by this provision 1.A. does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

- B. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

The insurance afforded by this provision 1.B.:

1. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
2. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
3. Does not include any newly acquired or formed organization that is:
  - a. A joint venture or partnership; or
  - b. An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

## 2. Blanket Additional Insured When Required Under Written Contract

Paragraph A.1. Who Is An Insured under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This Additional Insured status is not conferred when such written contract or written agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- (2) Is executed after the date of "accident" or "loss";

Paragraph d.(2) above does not apply if:

- (a) the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
- (b) you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

Paragraph a. of Condition 5. Other Insurance of Part B. General Conditions under Section IV – Business Auto Conditions is amended by the addition of the following:

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision 2. of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between

you and the additional insured specifically requires that this insurance be primary.

### **3. Employee Hired Autos Liability Coverage**

The following is added to the Who Is An Insured Provision of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract or written agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

### **4. Employees As Insureds**

The following is added to the Section II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such "auto" is being used in your business or your personal affairs.

### **5. Coverage Extensions - Supplementary Payments**

Paragraphs a.(2) and a.(4) under SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph 2.a. Supplementary Payments are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased to \$5,000; and
2. In a.(4), the limit for the actual loss of earnings is increased to \$1,000 per day.

### **6. Limited Fellow Employee Coverage**

The following is added to Subparagraph 5. Fellow Employee under Paragraph B. Exclusions in SECTION II – COVERED AUTOS LIABILITY COVERAGE:

But this exclusion does not apply if:

- a. the "bodily injury" results from the use of a covered "auto" you own or hire, and
- b. you have Workers Compensation insurance in force covering all of your "employees."

Such coverage as is afforded by this provision is excess over any other collectible insurance.

### **7. Limited Hired Auto - Physical Damage Coverage - Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)**

The following is added to Subparagraph 1. under Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE:

#### **d. Limited Hired Auto – Physical Damage – Private Passenger**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any "auto" you own, then Comprehensive and Collision Physical Damage Coverages as provided under SECTION III – PHYSICAL DAMAGE COVERAGE of this Coverage Part are extended to "autos" of the private passenger type you or your employee hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

- (1) The most we will pay for "loss" to any hired "auto" is \$35,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger type for that coverage, or \$1,000, whichever is less.
- (3) Limited Hired Auto – Physical Damage – Private Passenger coverage is excess over any other collectible insurance.
- (4) Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger type insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$20 per day subject to a maximum of \$1,000.

If a limit for Hired Auto – Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$35,000 limit indicated above.

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### **8. Custom Signs And Decoration**

The following is added to Paragraph A. Coverage 1. under SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total loss to an "auto" insured for auto physical damage coverage on this policy, in addition to the actual cash value of the "auto", we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

#### **9. Extended Towing Coverage**

If the named insured carries Comprehensive and Collision Coverage for the damaged covered commercial "auto", then this coverage extension 9. applies to that covered "auto." If the damaged covered "auto" is of the private passenger type, then in addition to Comprehensive and Collision Coverage, the damaged covered "auto" must also carry Towing Coverage in order for this coverage extension 9. to apply.

The following is added to Paragraph A.2. Towing under SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay for towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

#### **10. Glass Breakage**

If you carry Comprehensive Coverage for the damaged covered "auto", then this coverage extension applies to that covered "auto":

The following is added to Paragraph A.3. Glass Breakage - Hitting A Bird Or Animal – Falling Objects Or Missiles under SECTION III – PHYSICAL DAMAGE COVERAGE:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless

a lower deductible is shown on the declarations page for this coverage.

## **11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles**

### **A. If The Covered "Auto" Has Comprehensive Or Specified Causes Of Loss Physical Damage Coverage:**

Paragraph a. Transportation Expenses under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is replaced by the following:

If your covered "auto" is damaged or stolen and the damage or theft is covered by Comprehensive or Specified Causes of Loss coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for the necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the theft or damage and ending, regardless of the policy's expiration,

- a. when the covered "auto" is returned to use or we pay for its "loss" in the event of a total theft of the covered "auto", or
- b. when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier in the event of a "loss" due to a cause other than the total theft of the covered "auto."

Except with respect to losses pertaining to the total theft of covered "autos" of the private passenger type, this coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

### **B. If The Covered "Auto" Has Collision Physical Damage Coverage:**

If your covered "auto" is damaged and the damage is covered by Collision coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier.

This coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

## **12. Extra Expense - Stolen Vehicles**

The following is added under Paragraph A.4.a. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to the named insured if such covered "auto" carries Comprehensive coverage.

### 13. Personal Effects Coverage

Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following coverage:

#### Personal Effects Coverage

1. We will pay for "loss" to personal property or effects which are owned by an insured and in or on your covered "auto" at the time of "loss" in the event of a total theft of that covered "auto."
2. Subject to Paragraph C. Limit Of Insurance under SECTION III – PHYSICAL DAMAGE COVERAGE, we will pay up to \$500 for "loss" of personal property or effects in any one "accident" involving total theft of a covered "auto".

This insurance will not apply if, at the time of "loss", the covered "auto" is unattended, unless the "loss" is the result of forced entry into the covered "auto" while all doors, windows or other openings are closed and locked and there is evidence of forced entry.

Under this extension, we will not pay for "loss" to the following: accounts, bills, currency, deeds, evidences of debt, money, notes or securities; electronic equipment or tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment; jewelry, watches, necklaces, bracelets, gems, gold, platinum, silver, furs; animals, birds, or fish or any motorized vehicle.

This coverage will be excess over any other collectable insurance. No deductible applies to this coverage.

### 14. Audio, Visual, And Data Electronic Equipment

The sub-limit in Paragraph C.2. of the Limit of Insurance Provision of SECTION III- PHYSICAL DAMAGE COVERAGE is increased to \$1,500.

### 15. Loan/Lease Payoff Coverage

The following is added to Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less;

1. The amount paid under the Physical Damage Coverage Section of the policy, and
2. Any;
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

#### **16. Airbag Coverage**

If the named "insured" carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension 16. applies to that covered "auto".

The following is added to Subparagraph 3.a. under Paragraph B. Exclusions in SECTION III - PHYSICAL DAMAGE COVERAGE:

The accidental discharge of an airbag shall not be considered mechanical or electrical breakdown and therefore shall not be excluded. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

#### **17. Multiple Deductible Protection – Covered "Auto" And Trailer**

If you carry Comprehensive and Collision coverages for the damaged covered "autos", then this coverage extension 17. applies to those covered "autos":

The following is added to Paragraph D. Deductible under SECTION III - PHYSICAL DAMAGE COVERAGE:

Whenever a covered "auto" and trailer are each damaged in the same "loss" while operating as a combined truck and trailer unit, only one deductible shall apply to the "accident". The larger of the two deductibles shall apply.

If another policy or coverage form issued by us, that is not an automobile policy or coverage form, applies to the same "loss" or "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is not the largest deductible, it will be waived.
2. If the deductible under this Business Auto Coverage Form is the largest deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **18. Duties In The Event Of An Accident, Claim, Suit, Or Loss**

A. Subparagraph 2.a. under Paragraph A. Loss Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended so that your obligations relative to notification requirements apply only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
5. A member, if you are a limited liability company.

B. Subparagraph 2.b.(2) under Paragraph A. Loss Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended so that your obligations relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An executive officer, insurance manager or any other person designated by you to send notices of claims or "suits" to insurers, if you are a corporation; or

5. A member, if you are a limited liability company.

**19. Non-Owned Auto Waiver Of Subrogation**

The following is added to Subparagraph 5. Transfer Of Rights Of Recovery Against Others To Us, under Paragraph A. Loss Conditions in SECTION IV – BUSINESS AUTO CONDITIONS:

We hereby waive any right of subrogation against any of your officers, directors, or “employees” which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned “autos”.

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or “employee”.

**20. Blanket Waiver Of Subrogation When Required Under Written Contract**

The following is added to Subparagraph 5. Transfer Of Rights Of Recovery Against Others To Us, under Paragraph A. Loss Conditions in SECTION IV - BUSINESS AUTO CONDITIONS:

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

1. currently in effect or becoming effective during the term of this policy; and
2. executed prior to the “accident” or “loss”; or
3. executed after the “accident” or “loss” if:
  - a. the terms and conditions of the written contract or written agreement had been agreed upon prior to the “accident” or “loss”; and
  - b. you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the “accident” or “loss”.

**21. Coverage Territory - Short Term Hired Commercial “Autos”**

Paragraph 7. Policy Period, Coverage Territory under Paragraph B. General Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

1. A covered “auto” of the commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less; and
2. The “insured’s” responsibility to pay damages is determined in a “suit” on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We will also cover “loss” to, or “accidents” involving, a covered “auto” while being transported between any of these places.

## 22. Limited Mexico Coverage

### WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

### A. Coverage

1. Paragraph 7. Policy Period, Coverage Territory of the General Conditions is amended by the addition of the following:

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within 25 miles of the United States border; and
  - b. Trips into Mexico of 10 days or less.
2. Condition 5. Other Insurance of Part B. General Conditions under Section IV - Business Auto Conditions is replaced by the following:

The insurance provided by this Provision 22 will be excess over any other collectible insurance.

### B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

### C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

## 23. Unintentional Failure To Disclose Hazards

The following is added to Paragraph B. General Conditions in SECTION IV – BUSINESS AUTO CONDITIONS:

If you unintentionally fail to disclose any hazards existing on the effective date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

#### **24. Mental Anguish Resulting From "Bodily Injury"**

The definition of "bodily injury" in SECTION V - DEFINITIONS is replaced by the following:

"Bodily injury" means physical injury, physical sickness or physical disease sustained by any person, including "mental anguish" or death resulting from any of these. It does not include mental anguish to any person which occurs in the absence of physical injury, physical sickness or physical disease to that person.

For the purpose of this provision, the term "mental anguish" shall mean any type of mental or emotional illness or distress.

#### **25. Waiver Of Sovereign Immunity**

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity."

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

#### **26. Application Of This Endorsement**

The coverage enhancements provided by this endorsement apply to the Business Auto Coverage Form. If your policy includes other endorsements in addition to this Commercial Automobile Broad Form Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this Commercial Automobile Broad Form Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this Commercial Automobile Broad Form Endorsement, even if the terms of such other endorsement(s) have the effect of limiting, excluding or reducing the coverage provided under this Commercial Automobile Broad Form Endorsement.

All other terms and conditions remain unchanged.

POLICY NUMBER: 4087392426

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM OR WITH WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT TO WAIVE YOUR RIGHT OF RECOVERY AGAINST, PROVIDED SUCH WRITTEN CONTRACT:

1. IS CURRENTLY IN EFFECT OR WILL BECOME EFFECTIVE DURING THE TERM OF THIS POLICY; AND
2. WAS EXECUTED AND BECAME EFFECTIVE PRIOR TO THE OCCURRENCE OF THE INJURY COVERED BY THIS POLICY.

THIS FORM DOES NOT APPLY IN: CA, TX, KY, NH, NJ AND UT.

DATE OF ISSUE: 06-10-20



 **ORLAND PARK**  
**CERTIFICATE OF COMPLIANCE**

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The undersigned Fred Caslavka,  
*(Enter Name of Person Making Certification)*

as Chief Financial Officer  
*(Enter Title of Person Making Certification)*

and on behalf of Landscape Structures Inc., certifies that:  
*(Enter Name of Business Organization)*

**1) A BUSINESS ORGANIZATION: Yes [] No [ ]**

**Federal Employer I.D. #:** 41-0971842  
*(or Social Security # if a sole proprietor or individual)*

The form of business organization of the Bidder is *(check one)*:

- Sole Proprietor
- Independent Contractor *(Individual)*
- Partnership
- LLC
- Corporation Minnesota 4/28/1971  
*(State of Incorporation) (Date of Incorporation)*

**2) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [] No [ ]**

The Bidder is authorized to do business in the State of Illinois.

**3) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes [] No [ ]**

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

**4) SEXUAL HARRASSMENT POLICY COMPLIANT: Yes [] No [ ]**

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) 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 Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT:** Yes  No

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) **PREVAILING WAGE COMPLIANCE:** Yes  No

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract.

If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

**Certified Payroll.** The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

**7) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** Yes [ ] No [x]

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

**Name of A&T Program:** \_\_\_\_\_

**Brief Description of Program:** Landscape Structures is the manufacturer. We do not  
provide employees to the job site to perform the labor.  
All labor is subcontracted to local installation companies.

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\_\_\_\_\_  
\_\_\_\_\_

**8) TAX COMPLIANT:** Yes [x] No [ ]

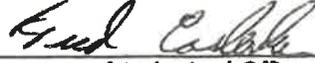
Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**



\_\_\_\_\_  
Signature of Authorized Officer

Fred Caslavka

\_\_\_\_\_  
Name of Authorized Officer

CFO

\_\_\_\_\_  
Title

5/24/2021

\_\_\_\_\_  
Date