

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0133

Contract #: 20250194

Start date: 2/17/2025

End date: 11/30/2025

Amount: \$ 776,632.00

Contingency Amount: \$ 15,533.00

Department: Public Works

Total Contract Amount: \$ 792,165.00

Contract Type: Contractor

Contractors Name: Landscape Structures, Inc.

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached ☐

Self-Certifying ☐

Did not disclose ☒

Contract Description: 2025 Playground Renovations



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Landscape Structures, Inc. FOR 2025 Playground Renovations - Purchase and Installation

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made the 17th day of February, 2025, by and between the 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 2025 Playground Renovations - Purchase and Installation (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:

- ☒ The Contractor's Proposal/Bid No. _____, and dated February 5, 2025; 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 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 \$792,165.00 ("Contract Price")
- ☒ a not-to-exceed Proposal or Bid amount of \$776,632.00, plus \$15,533.00 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$792,165.00 ("Contract Price")

- (i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$792,165.00. Said price shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof.

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For the avoidance of doubt, in no event shall Contractor be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Contractor as set forth above.

- 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
 - ☒ invoice 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 Payment 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.
- ☐ 10% retention will be withheld for this project for any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract will be held as retainage. When final acceptance is obtained the remaining 5% retention will be released in its entirety. Any further reduction below 5% in the retention amount prior to the final acceptance by the Village shall be at the sole discretion of the Village Manager and may be granted only if there are no claims or liens against the retained funds and with good cause shown as to why the Village Manager should consider a further reduction in the retention amount held by the Village.
- 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

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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.

A. Performance Bond: Guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

B. Labor and Material Payment Bond: Ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

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 February 5, 2025 and the Village's RFP, ITB, and/or Purchase Order Exhibit A)

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☐ 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 February 17, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than November 30, 2025 (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

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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 12, 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

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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.

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- (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 mitigating 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.
- (viii) ☐ Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- 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

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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.

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- 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 anywise 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 anywise 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:

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- 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 or a bona fide agency retained by 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 or a bona fide agency retained by Contractor, any fee,

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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 all applicable Federal, State and local regulations with regards to equal opportunity employment, including full compliance 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 physical 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 to inform the public of its plans and to maintain and repair the equipment, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation. Notwithstanding any provision to the contrary, Contractor's sale and performance hereunder does not serve to transfer to the Village any copyrights, patents, trademarks or other intellectual property rights with respect to the goods and services provided pursuant to this Agreement.

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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. ☐ Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An "Illinois laborer" is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractor's subcontractors.
25. 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 two (2) years from the date of substantial completion of the Project that the completed Project shall be free from

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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.

26. 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".

27. 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,

28. 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.

29. 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

1369453-03-13-16

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.

30. 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.
31. 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.
32. 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.
33. 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 23 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 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.
34. 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

1369453-03-14-16

or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Mike Mazza
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6108
Facsimile: _____
Email: mmazza@orlandpark.org

To the Contractor:

Name: Elaine Harkess
Landscape Structures, Inc.
601 7th Street South
Delano, MN, 55328
Telephone: (763) 972-3391
Facsimile: _____
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.

35. 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
36. 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.
37. 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.
38. 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.
39. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
40. 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.

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41. 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

Landscape Structures, Inc.

VILLAGE OF ORLAND PARK

By: E-SIGNED by Elaine Harkess
on 2025-04-14 15:44:56 GMT

By: E-SIGNED by Jim Culotta
on 2025-04-15 18:48:19 GMT

Name: Elaine Harkess

Name: Jim Culotta

Its Contract Administrator & Authorized Agent

Title: Interim Village Manager

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Contractor's Proposal dated February 5, 2025
or Village RFP, ITB, and/or Purchase Order No. _____ dated _____

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees

1369453-03-16-16

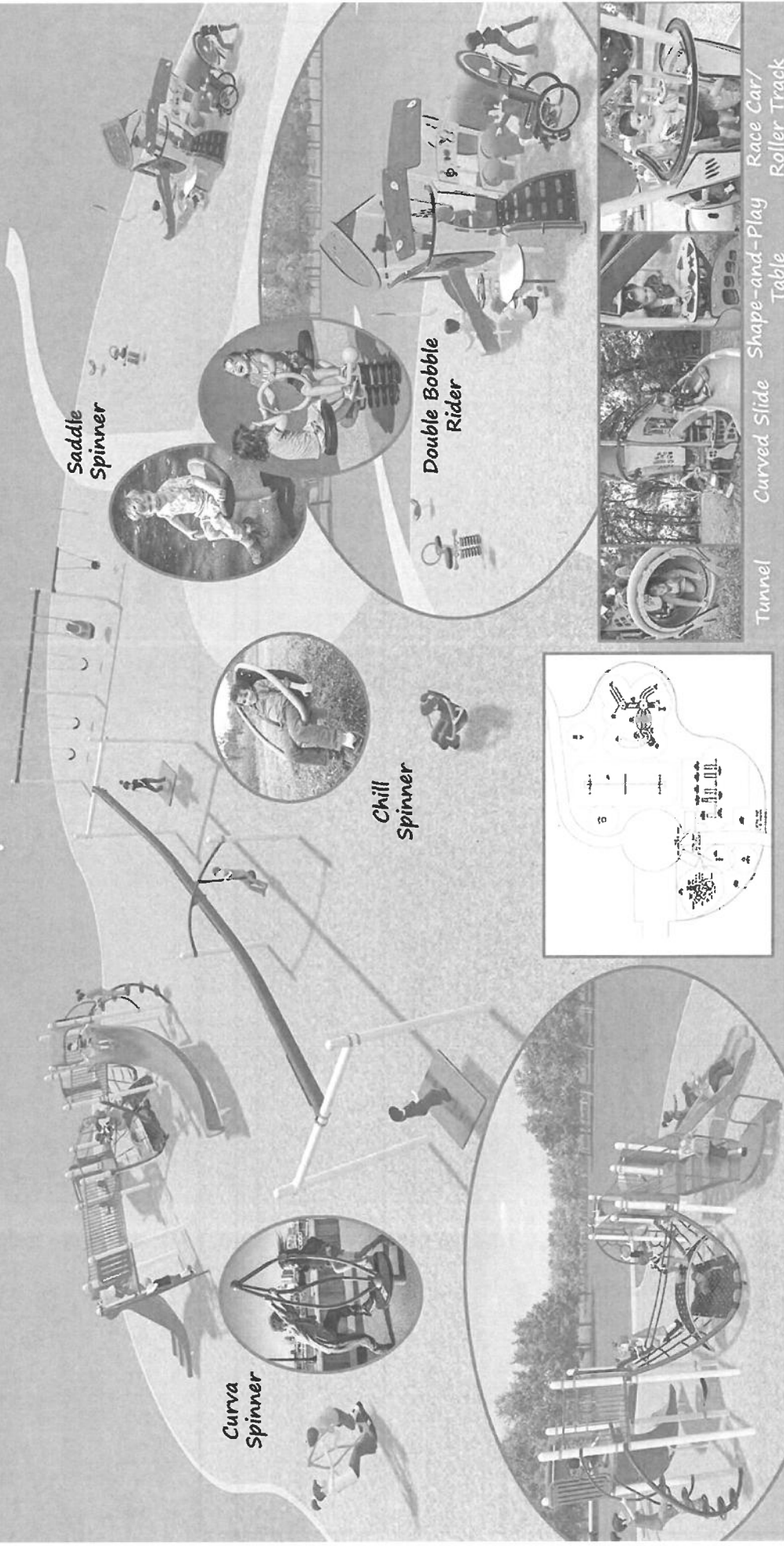
EXHIBIT A

LANDSCAPE STRUCTURES, INC. 601 7TH STREET SOUTH DELANO, MN 55328 U.S.A.																							
5-Feb-25												ORLAND PARK PLAYGROUND RENOVATIONS 2025											
LANDSCAPE STRUCTURES CO-OP Sourcewell Co-Op Contract # 010521-LSI (8% equipment discount)																							
BUDGET																							
1 EAGLE RIDGE PARK III \$ 104,325 \$ (8,346) \$ 6,740 \$ 45,000 INCLUDED \$ 5,000 \$ 3,500 \$ 2,000 N/A \$ 15,240 \$ 5,204 \$ 178,663																							
2 COUNTRY CLUB ESTATES \$ 107,320 \$ (8,586) \$ 6,796 \$ 46,500 INCLUDED \$ 6,500 \$ 3,500 \$ 2,500 N/A \$ 11,920 \$ 5,293 \$ 181,743																							
3 LAUREL HILLS \$ 95,455 \$ (7,636) \$ 6,576 \$ 44,000 INCLUDED \$ 6,500 \$ 3,500 \$ 2,000 N/A \$ 12,040 \$ 4,873 \$ 167,308																							
4 DOOGAN PARK \$ 149,015 \$ (11,921) \$ 9,972 \$ 52,000 INCLUDED N/A \$ 2,500 \$ 2,500 \$ 27,500 \$ 11,000 \$ 6,352 \$ 248,918																							
												TOTAL ALL PARKS \$ 776,632.00											
												2 % Contingency 15,533.00											
												TOTAL \$ 792,165.00											
ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO: 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																							
Village of Orland Park:																							
Signature												Printed Title Date											
Landscape Structures, Inc.:																							
Signature												Printed Title Date											

Country Club Estates Park

Option 1

notus
LANDSCAPE
STRUCTURES
PLAY & SCULPTURE
(800) 526-6197

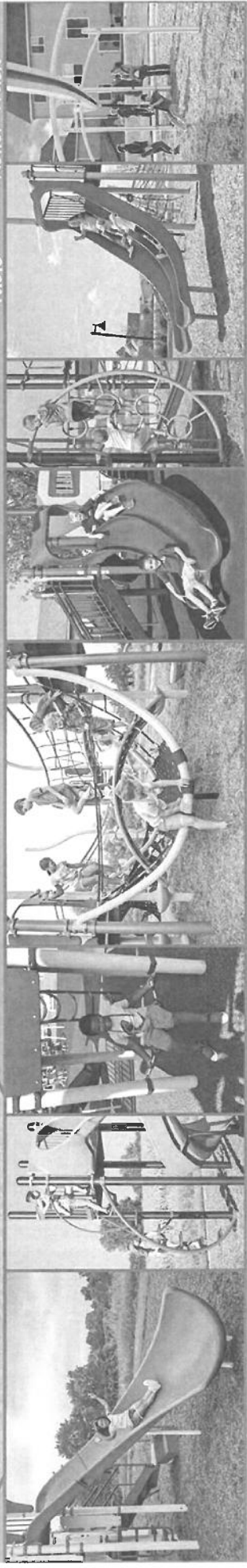
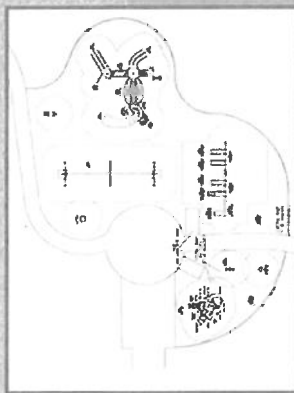


Saddle Spinner

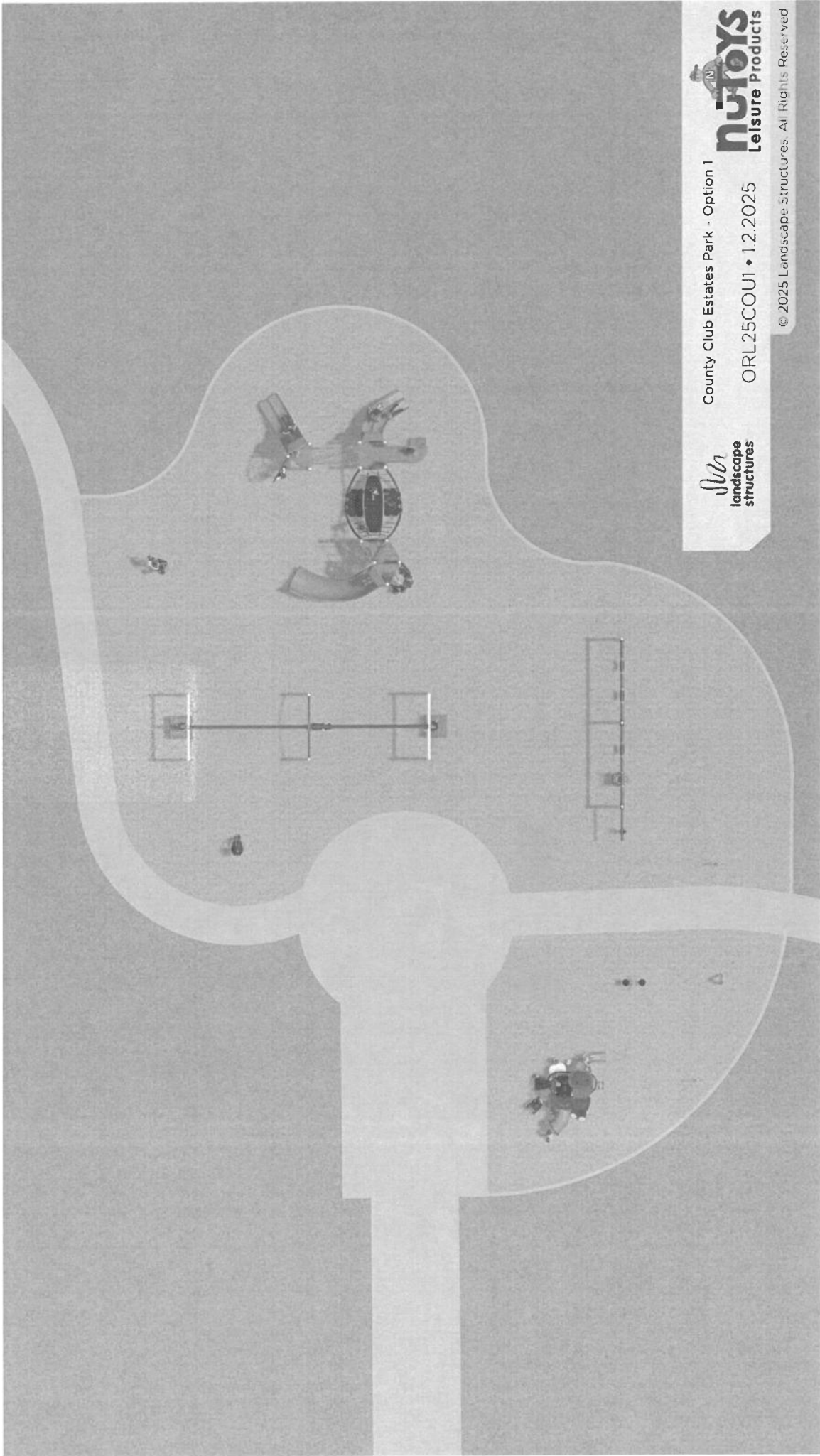
Double Bobble Rider

Chill Spinner

Curva Spinner



Alpine Slide
Dot-to-Dot
Rocker Seat
Tidal Wave
Double Swirl Slide
Starburst
Double Swoosh Slide
ZipKrooz



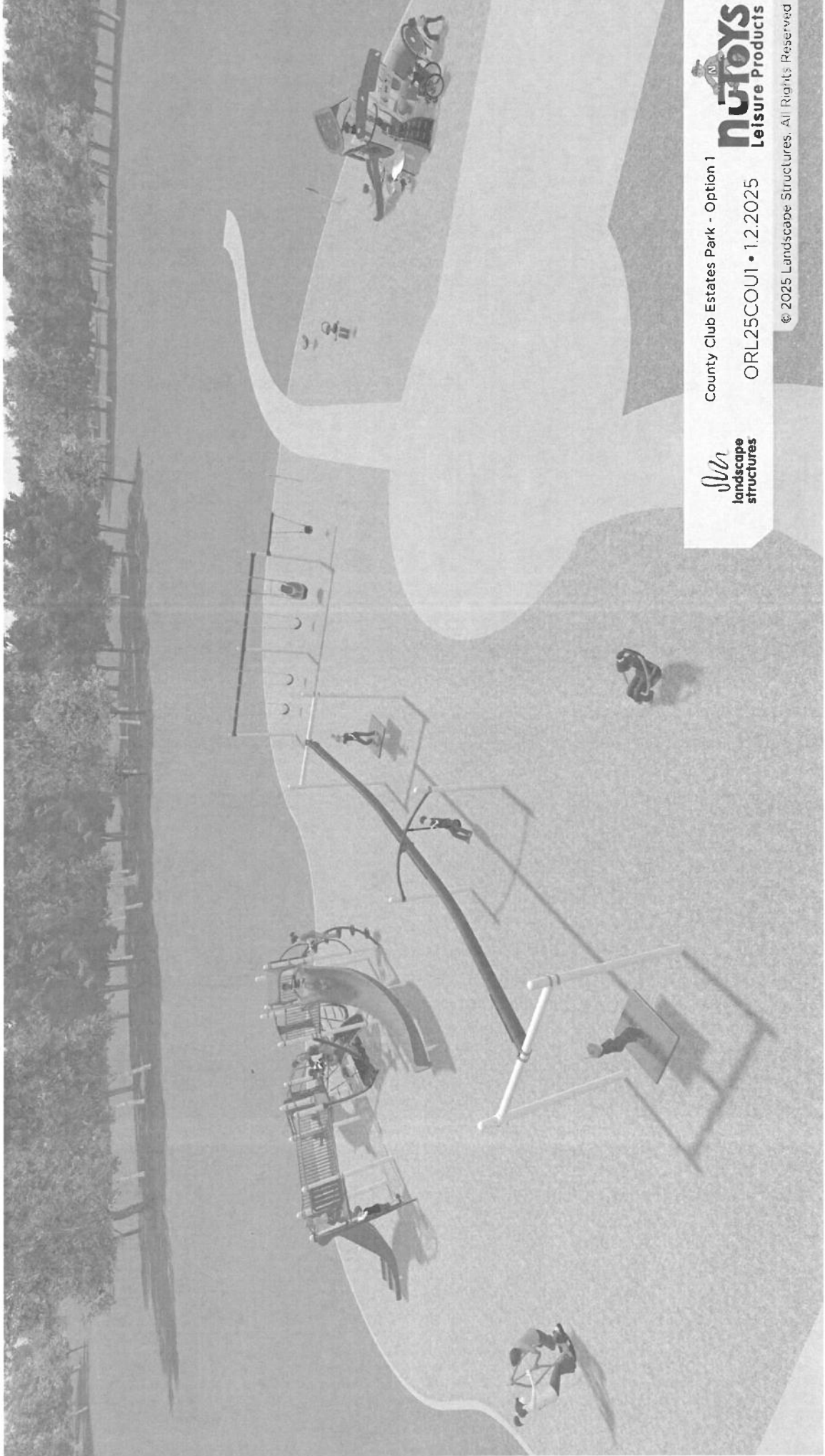
County Club Estates Park - Option 1

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structures

nature
Leisure Products

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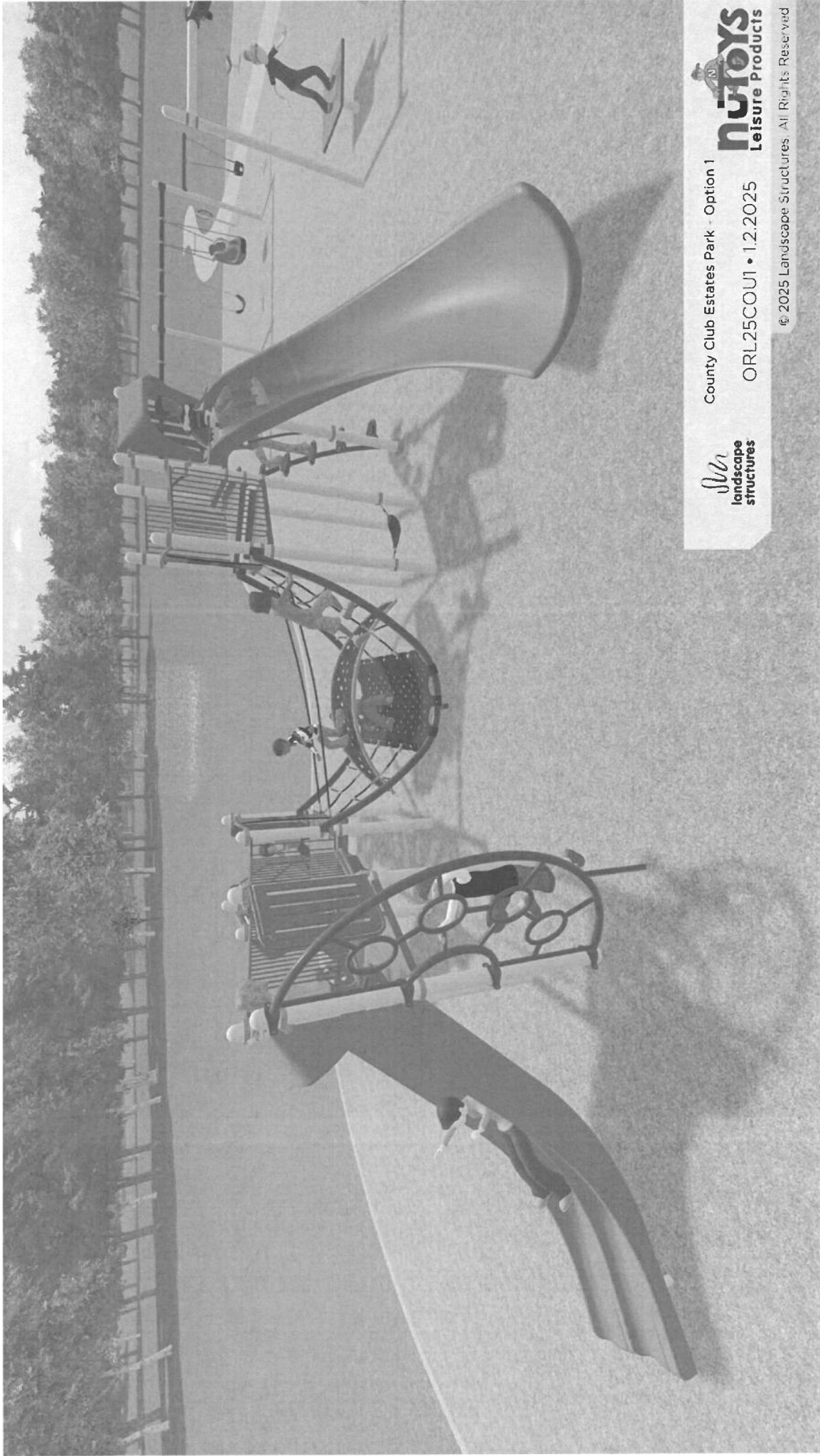
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County Club Estates Park - Option 1

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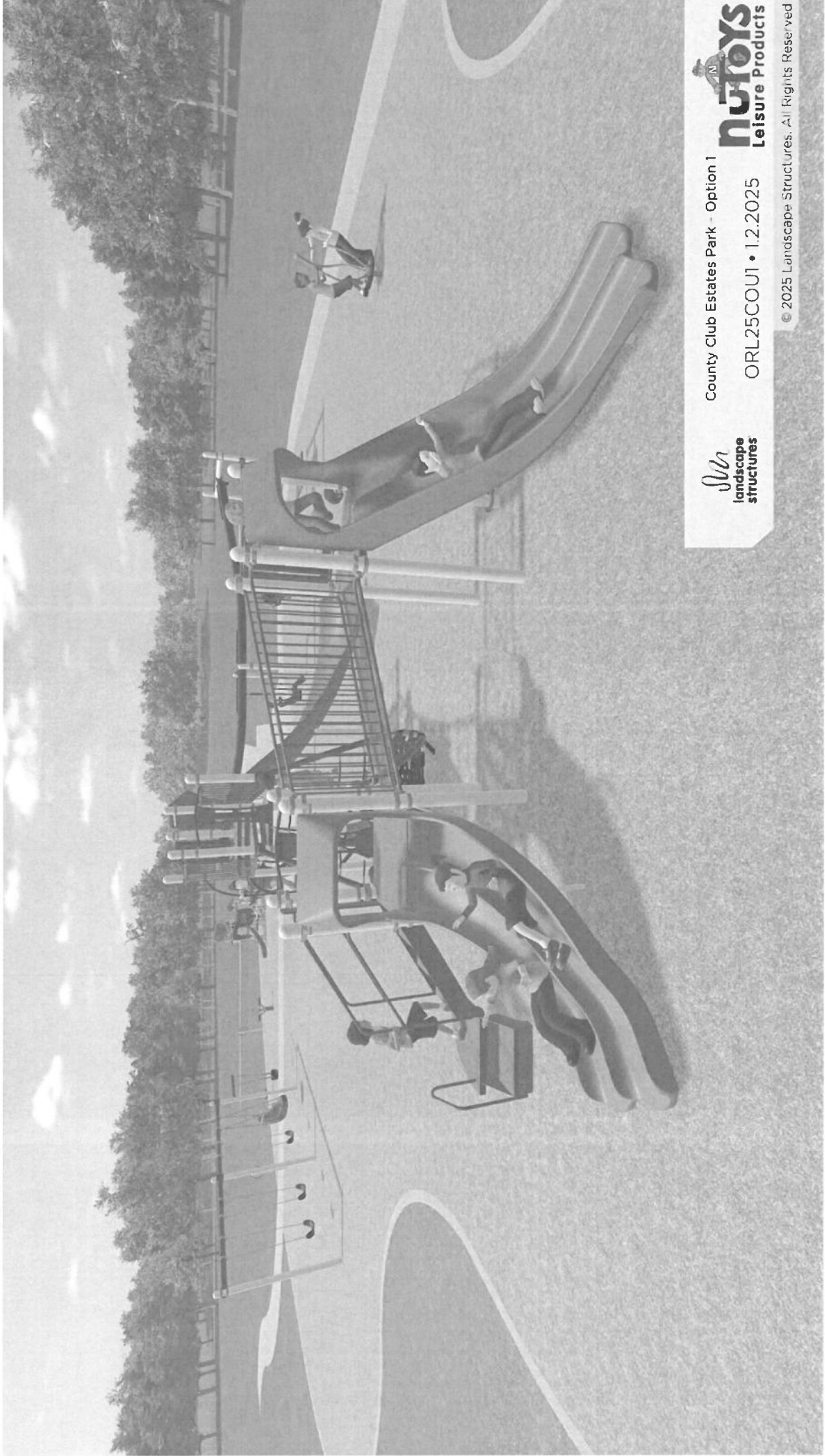
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County Club Estates Park - Option 1

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County Club Estates Park - Option 1

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landscape
structures

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Leisure Products

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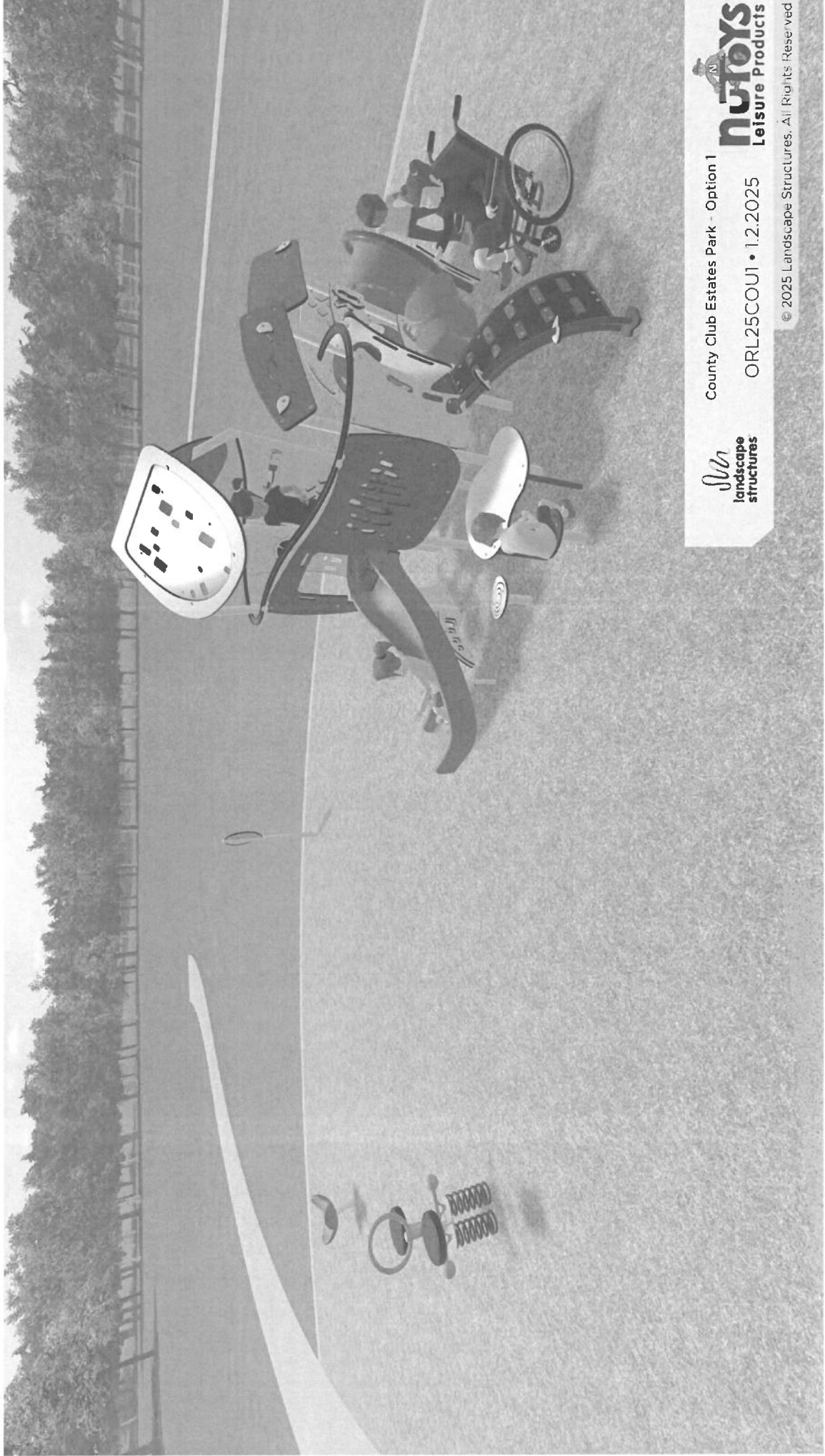
County Club Estates Park - Option 1

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Leisure Products

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County Club Estates Park - Option 1

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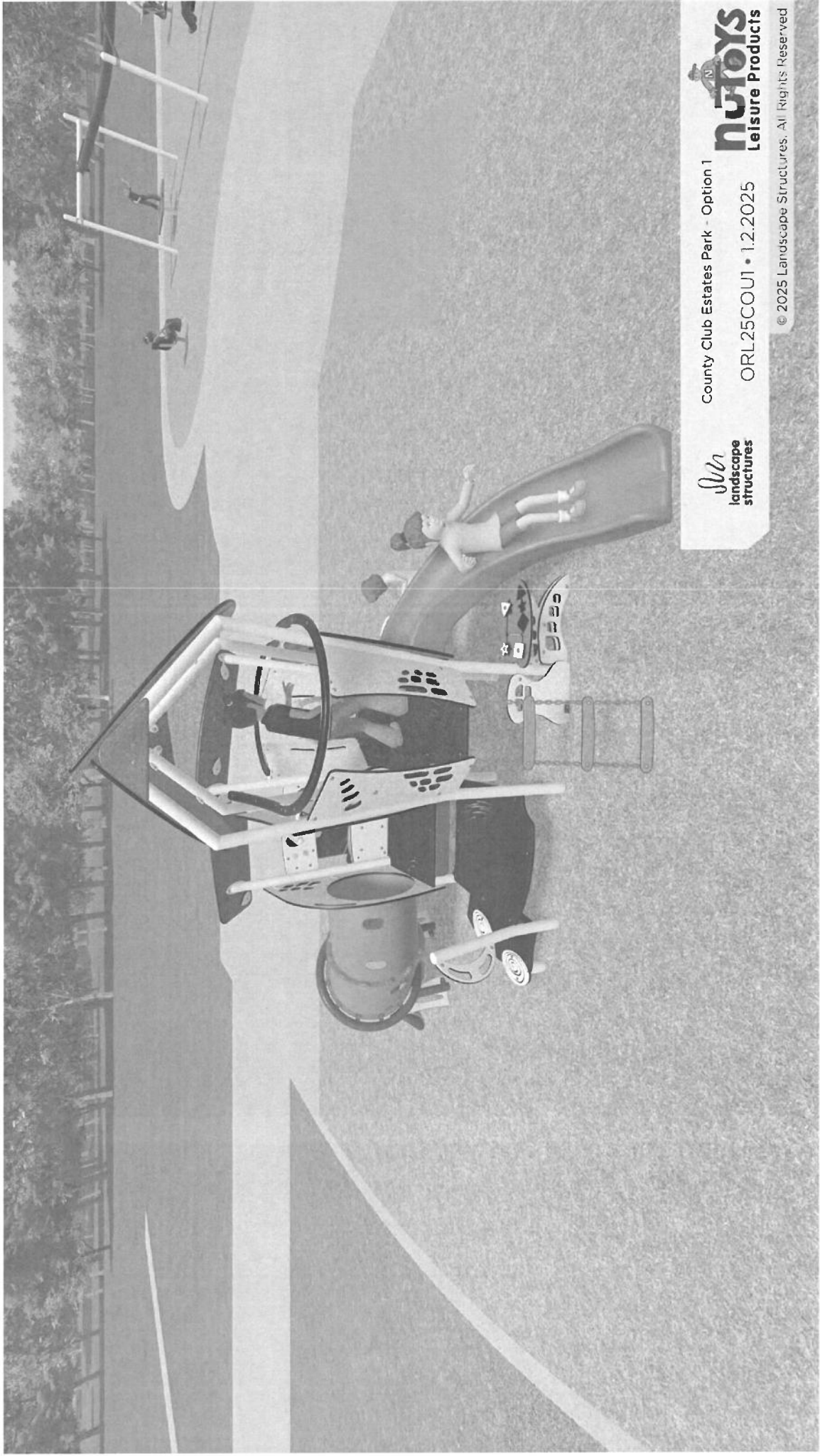
County Club Estates Park - Option 1

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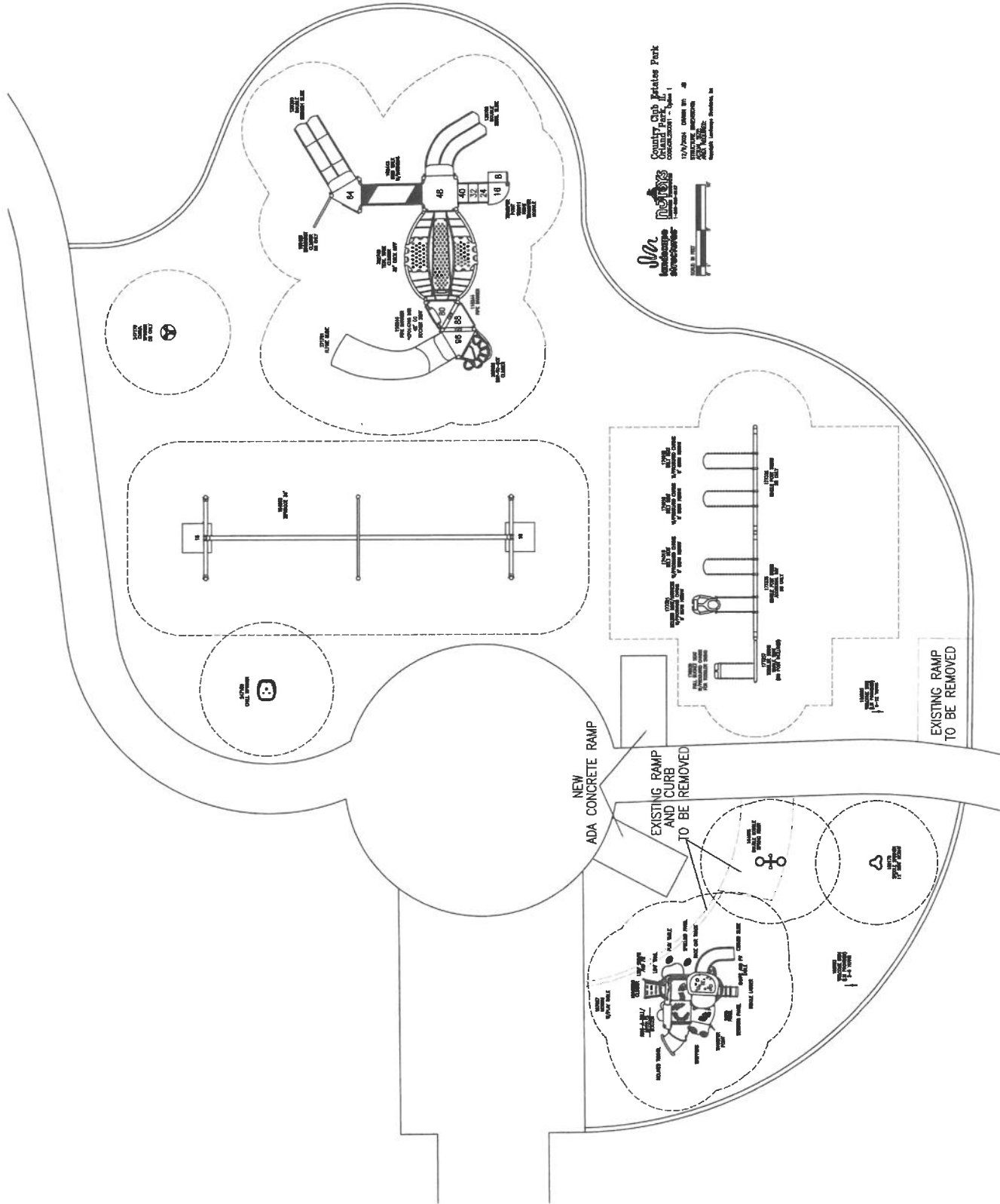
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County Club Estates Park - Option 1

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niftytoys
Leisure Products

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 County Club Estates Park
 County of San Diego
 Department of Public Works
 Planning and Development Division
 12/7/2014 DRAWN BY: JG
 CHECKED BY: JG
 DATE: 12/7/2014
 SCALE: 1" = 10'

NEW
ADA CONCRETE RAMP

EXISTING RAMP
AND CURB
TO BE REMOVED

EXISTING RAMP
TO BE REMOVED



Box 7075
Westchester, IL 60154
708-579-9055
708-579-0109 (fax)
1-800-526-6197

December 31, 2024

Country Club Estates
Orland Park, IL
OPTION 1
Smart Play/PlayBooster

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
Smart Play Component System				
1	197057C	Motion w/Play Table DB		\$ 22,830
	Includes:	Inclined Tunnel		
		Leaf Shape-and-Fit		
		Wiggle Ladder		
		Slide		
		Shape-and-Fit Table		
		Leaf Trail		
		Race Car/Roller Track		
		Numbers Climber		
		Ring-a-Bell		
		Marbles		
		Bongo Panel		
		Bead Panel		
		Steering Wheel		
		Steppers		
		Alphabet Panel		
		PlayTable with Seats		
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury		-
Freestanding Play Equipment Ages 2 o 5				
1	164075B	Double Bobble Rider DB		\$ 2,765
1	152179A	Saddle Spinner DB 12"Height		990
SUBTOTAL				\$ 3,755
PlayBooster Component System				
1	152443A	Grid Walk w/Barriers		\$ 4,640
1	302740B	Tidal Wave Climber 48"Dk DB		12,090
1	229832A	Dot-to-Dot Climber		3,035
1	158425A	Starburst Climber DB Only		3,065
1	CP014763A	DTR PB 42" OC Rocker Seat		850
1	152911C	Curved Transfer Module Right 48"Dk DB		3,900
2	121948A	Kick Plate 8"Rise	\$ 150	300
1	111228A	Square Tenderdeck		1,375
4	111231A	Triangular Tenderdeck	1,060	4,240
2	116244A	Pipe Barrier Above Deck	835	1,670
4	111404D	124"Alum Post DB	475	1,900
3	111404B	140"Alum Post DB	500	1,500
1	111404K	156"Alum Post DB		590

1	111404L	164"Alum Post DB		\$	615
3	111404Z	182"Steel Post DB 44" Bury	\$	620	1,860
1	271761B	Alpine Slide 96" Deck DB ¹			6,165
1	130798A	Double Swirl Slide 48"Dk DB			3,025
1	130390A	Double Swoosh Slide 64"Dk DB1			3,155
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury			-
		SUBTOTAL		\$	53,975

Freestanding Play Equipment Ages 5 to 12

1	247189A	Chill Spinner DB		\$	2,740
1	247179A	Curva Spinner DB Only			2,505
1	194663A	ZipKrooz 34' w/Aluminum Posts DB1			15,910
		SUBTOTAL		\$	21,155

5-Place Single Post Swing Set

3	174018A	Belt Seat Proguard Chains 8' Beam	\$	165	\$ 495
1	176038G	Full Bucket Seat ProGuard Chains for Toddler Swing			460
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam			1,140
1	177332A	Single Post Swing Frame 8' Beam			1,630
1	177333A	Single Post Swing Frame Addtl Bay 8' Beam			1,210
1	177337A	Toddler Swing Add-On Beam			670
		SUBTOTAL		\$	5,605

EQUIPMENT TOTAL	\$	107,320
CONTRACT DISCOUNT - 8%		(8,586)
SHIPPING		6,795
TOTAL	\$	105,529

Woodchip Surfacing

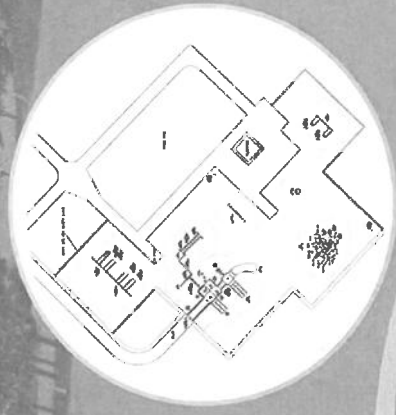
298	Cu Yds.	Wood carpet to cover 1,069 sq. ft. and 5,332 sq.ft., 12"deep, delivered and installed	\$	40	\$ 11,920
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SITE WORK BY OTHERS

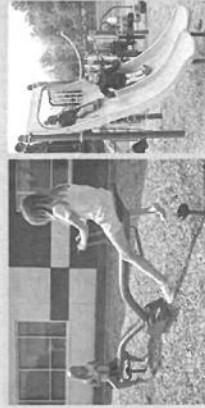
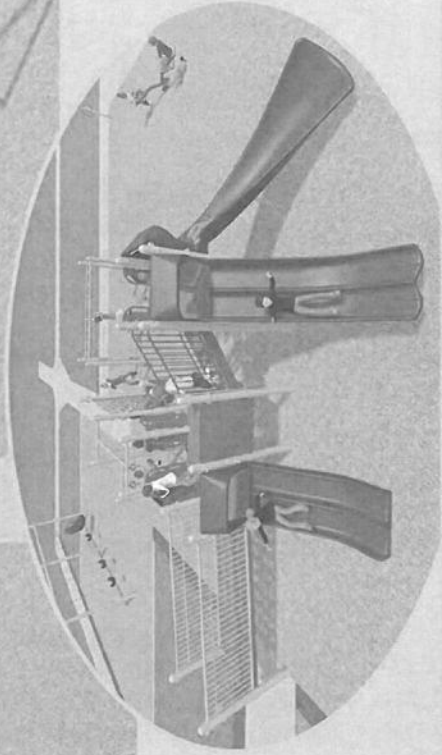
Cost for Installation of Playground Equipment By Others	\$	46,500
Site Restoration Seed and Straw	\$	2,500
Cost for Removal of Existing Woodchips by Others	\$	6,500
Cost for Drainage by Others	\$	3,500

Project Total	\$	176,449
3% Payment Performance Bond Fee (Project Total)	\$	5,293
TOTAL	\$	181,743

Laurel Hill Option 2



Chill Spinner



Seesaw

Double Swoosh



Alpine Slide



Lollipop Climber



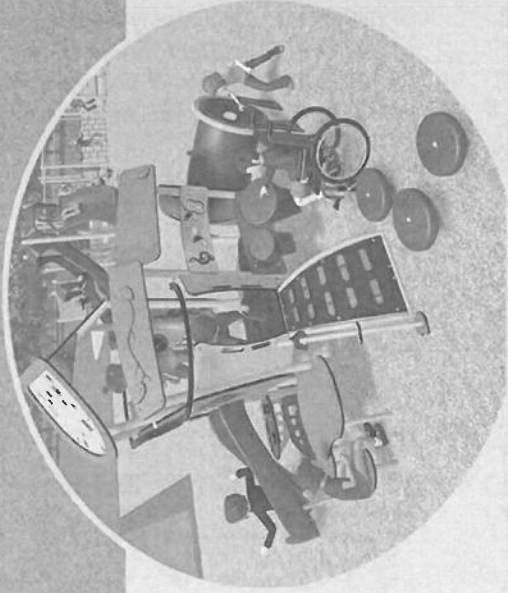
Disc Challenge



Climbing Wall

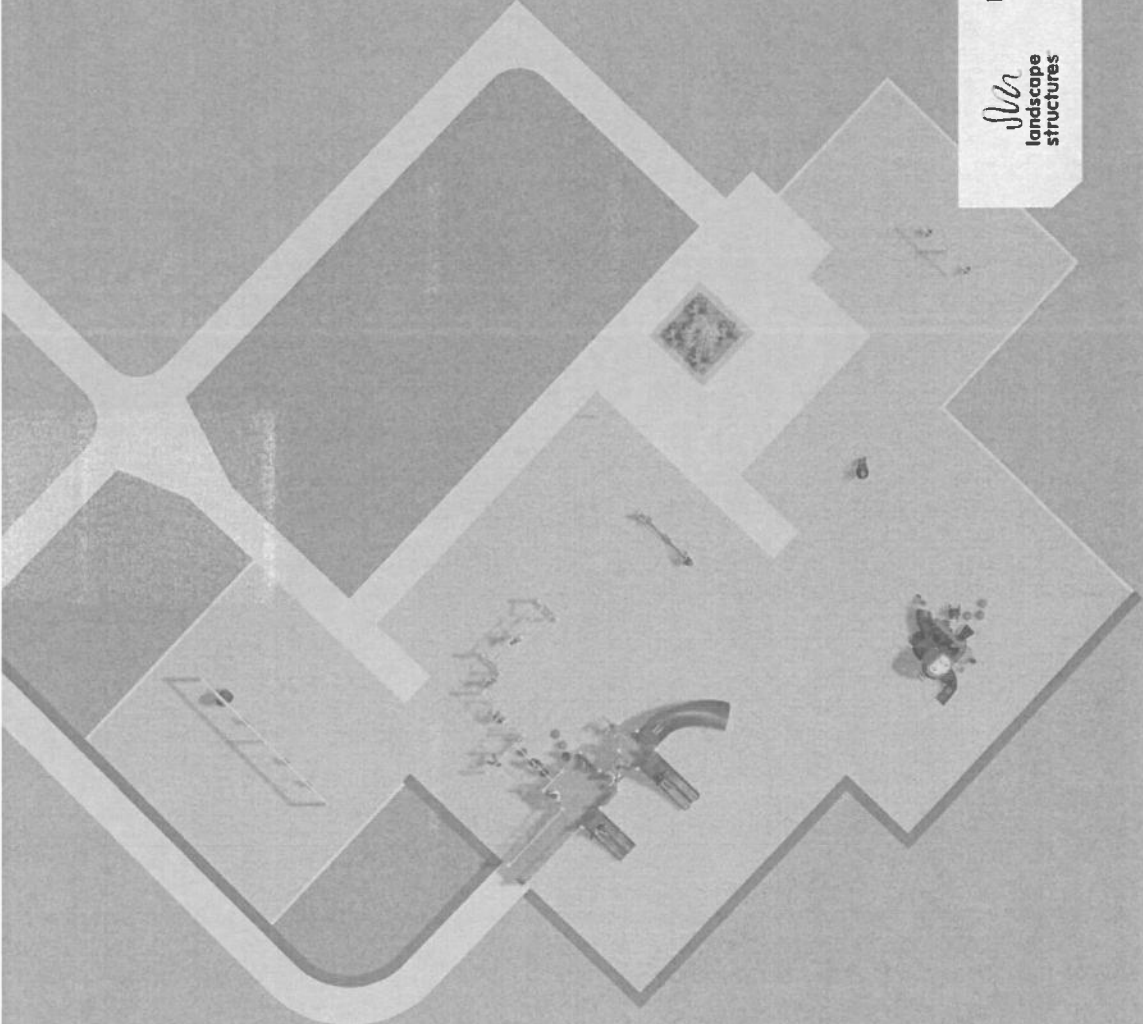


Overhead Parallel Bars/ Horizontal Ladder



Motion





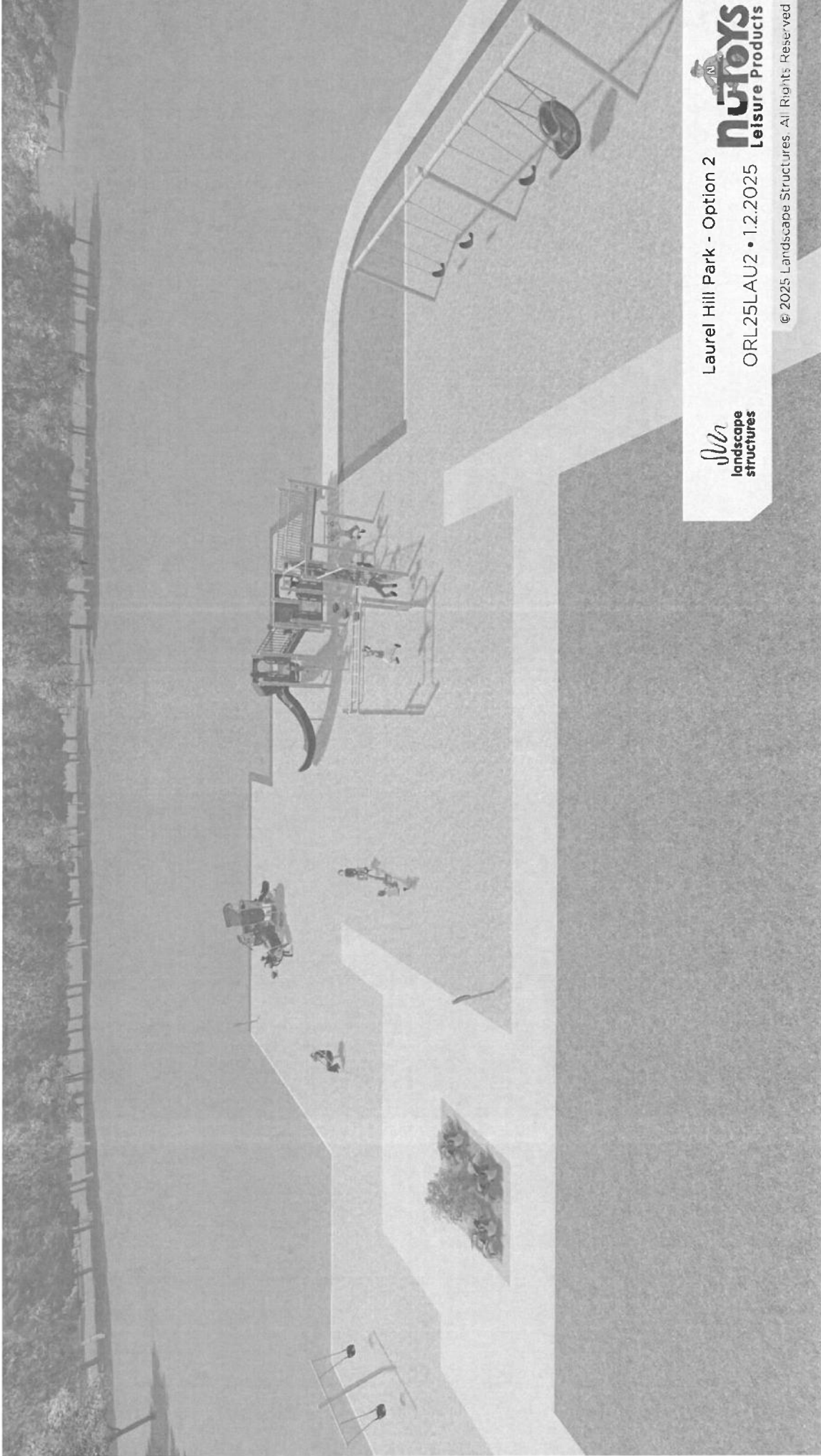
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Laurel Hill Park - Option 2

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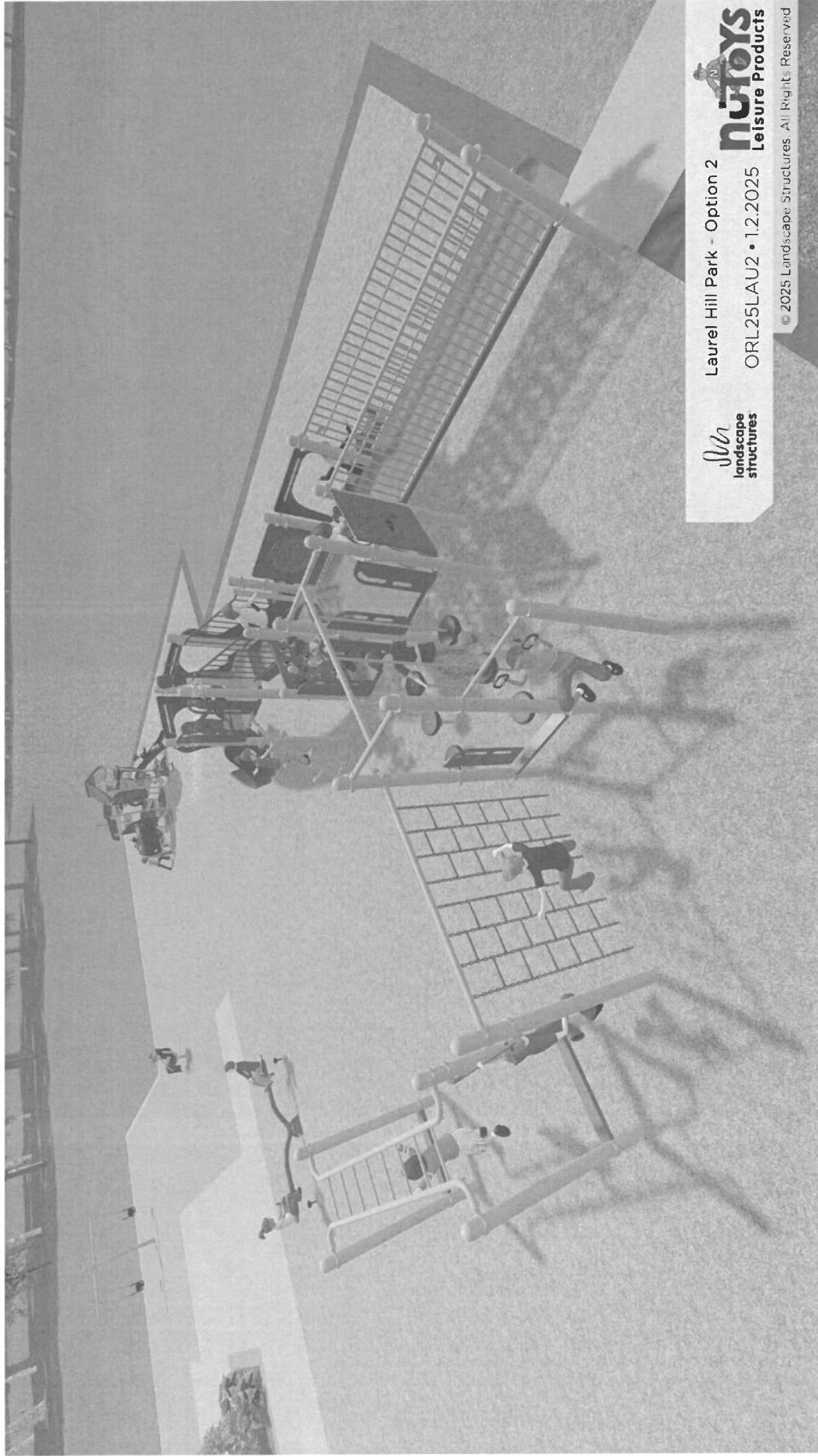
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Laurel Hill Park - Option 2

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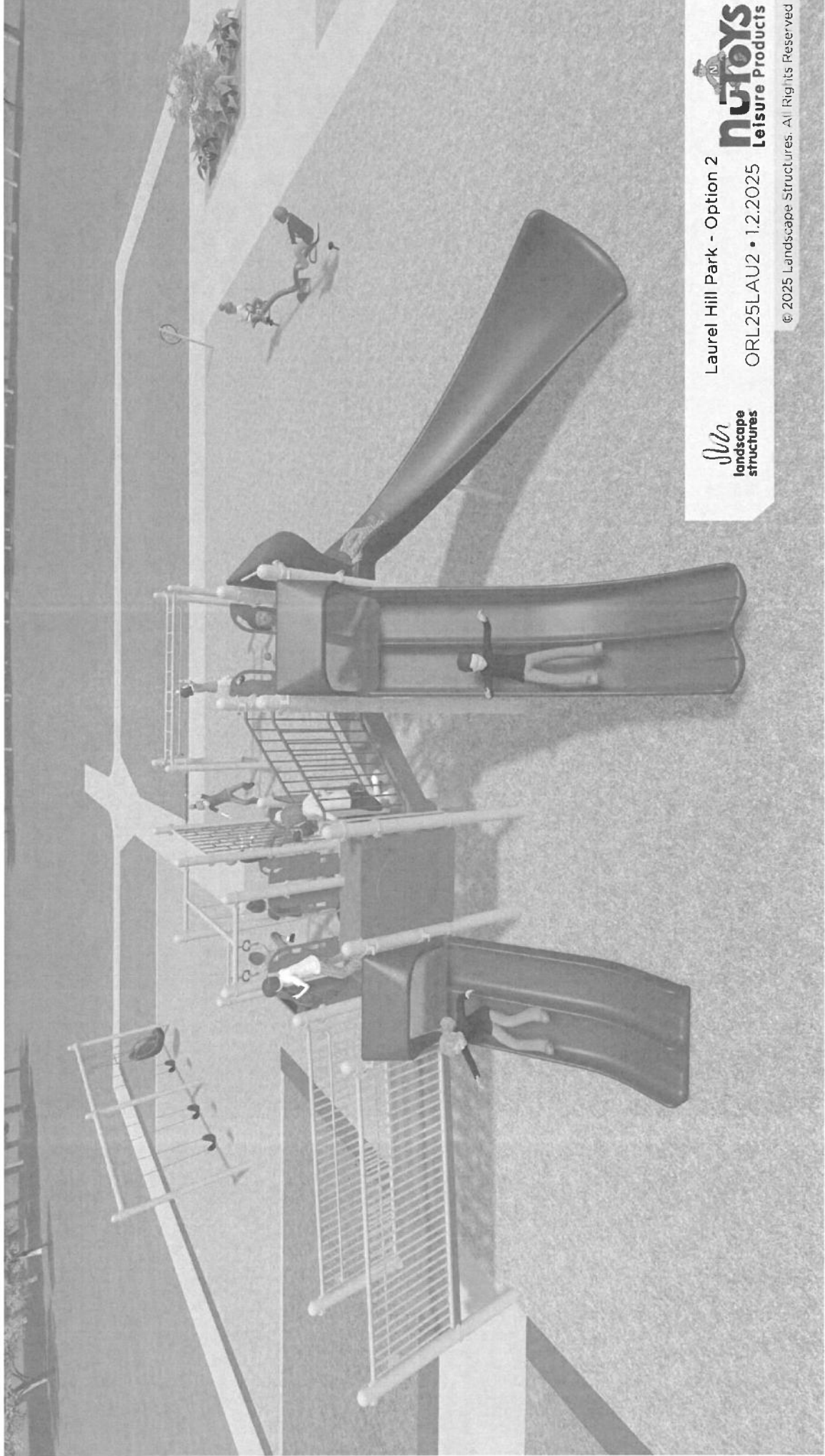
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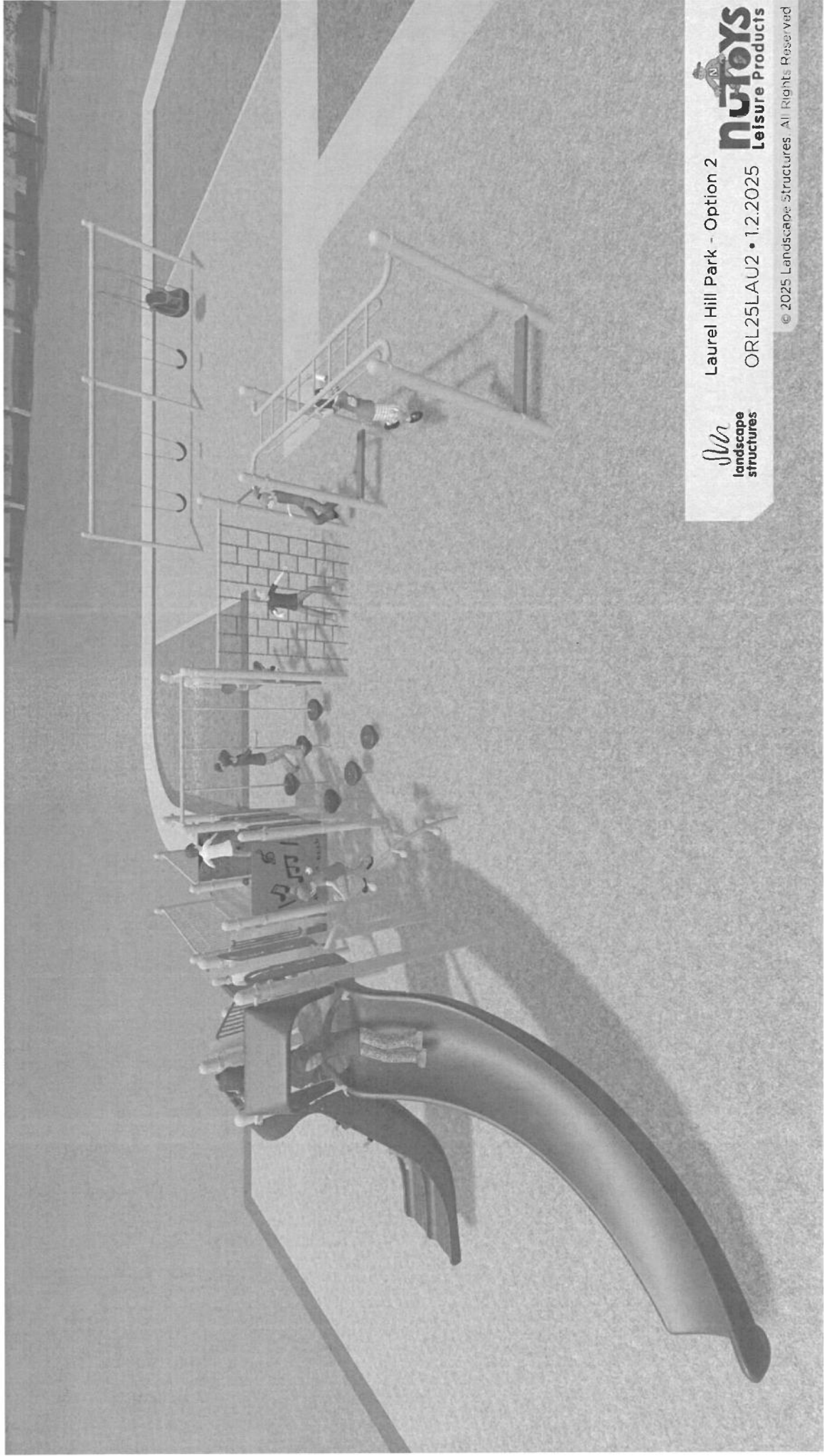
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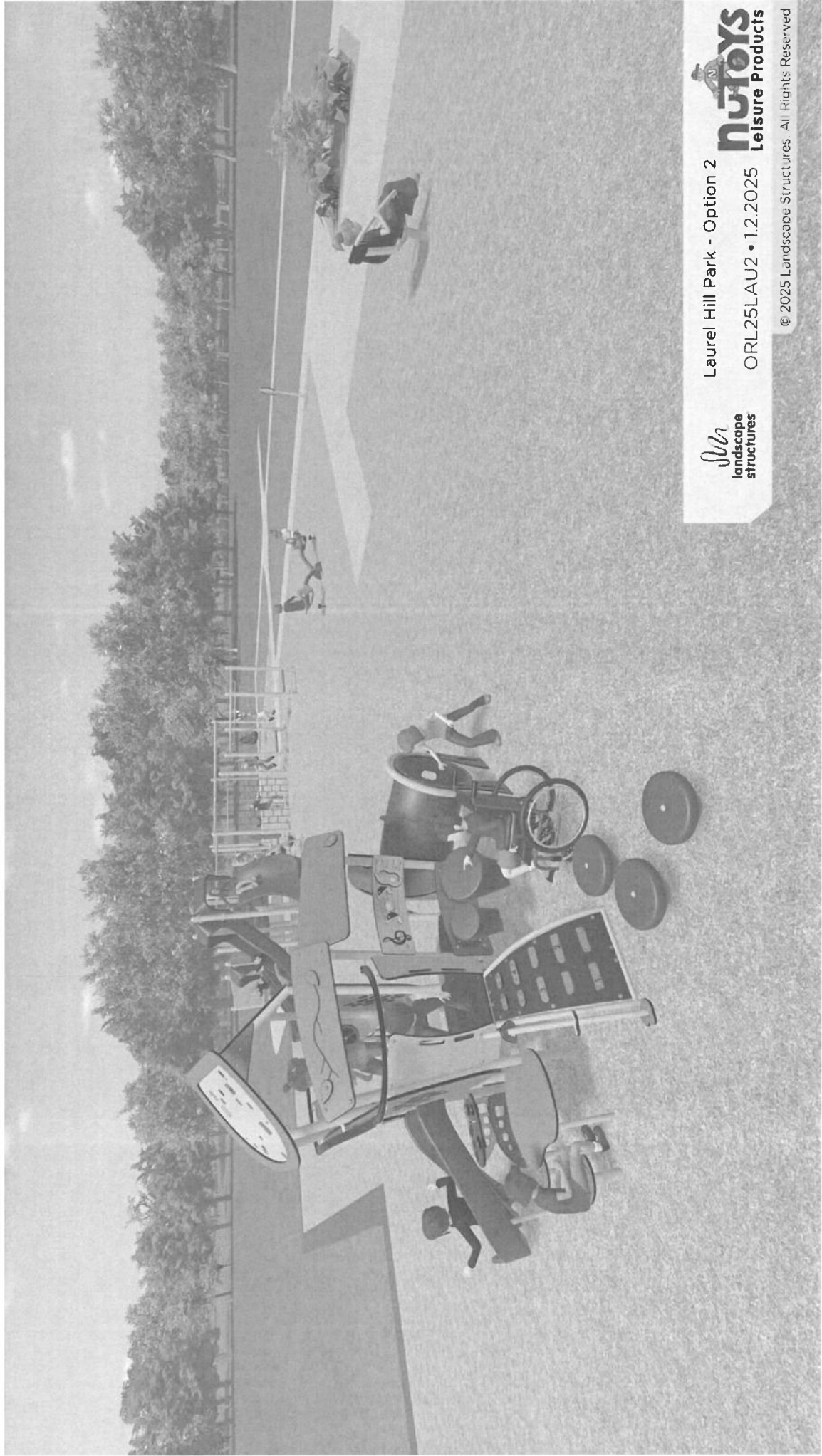
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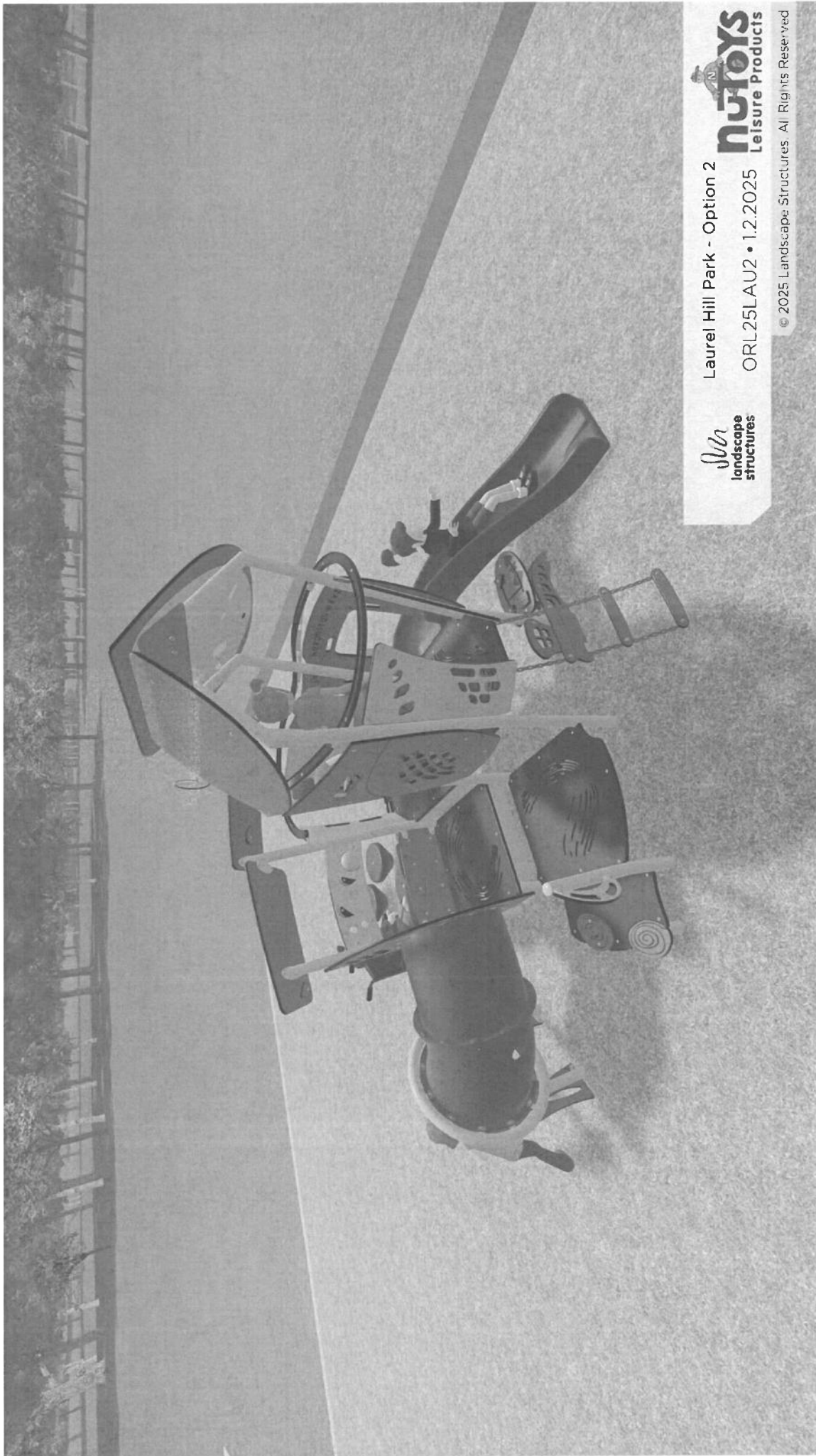
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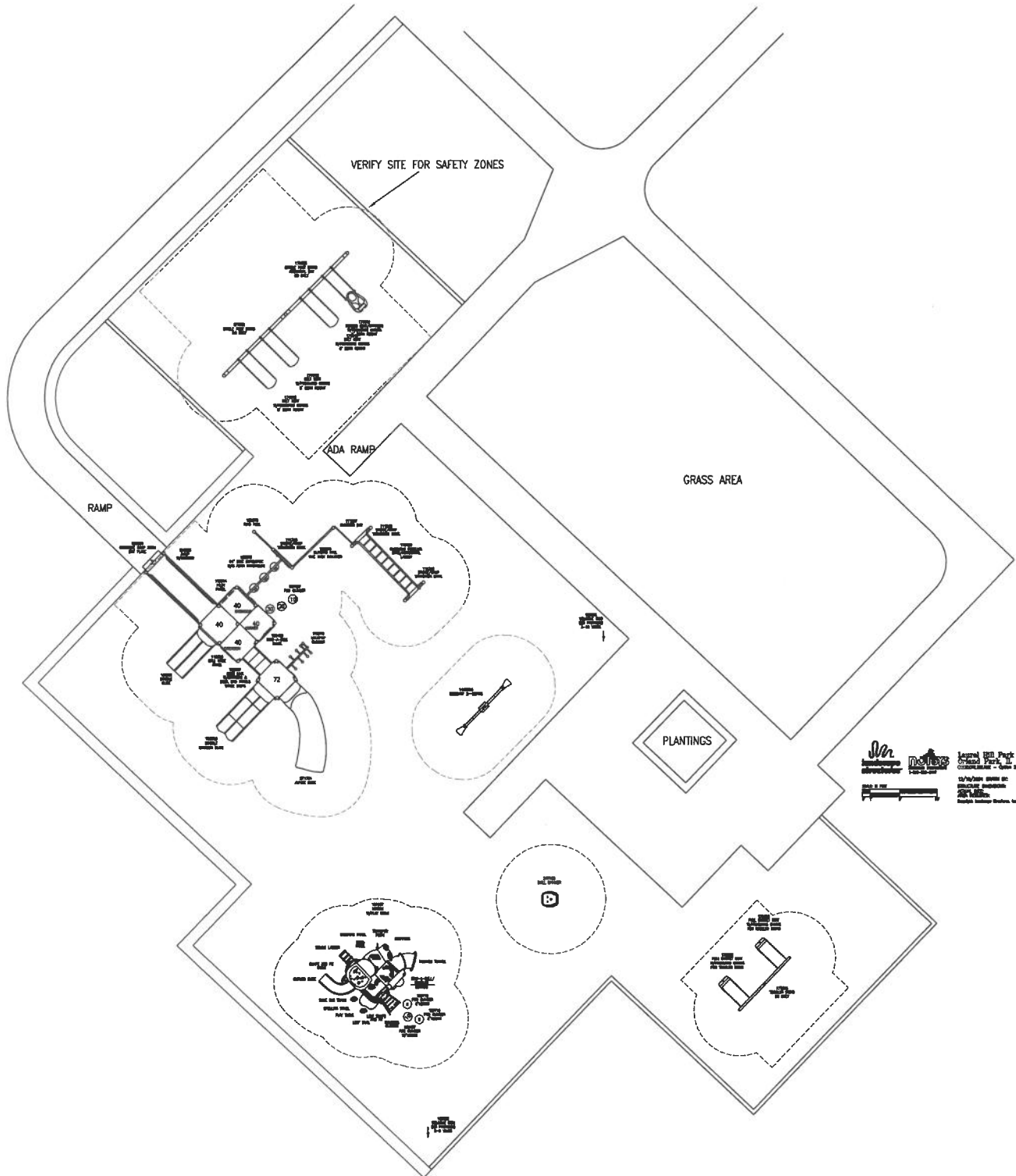
Laurel Hill Park - Option 2

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December 31, 2024

Laurel Hill Park
Orland Park, IL
OPTION 2
Smart Play/PlayBooster

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
Smart Play Component System Ages 2 to 5				
1	197057C	Motion w/Play Table DB		\$ 22,830
	Includes:	Inclined Tunnel		
		Leaf Shape-and-Fit		
		Wiggle Ladder		
		Slide		
		Shape-and-Fit Table		
		Leaf Trail		
		Race Car/Roller Track		
		Numbers Climber		
		Ring-a-Bell		
		Marbles		
		Bongo Panel		
		Bead Panel		
		Steering Wheel		
		Steppers		
		Alphabet Panel		
		PlayTable with Seats		
1	158997A	Pod Climber 10" DB		370
2	120710A	Pod Climber 8" DB	\$ 370	740
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury		-
SUBTOTAL				23,940
PlayBooster Component System Ages 5 to 12				
1	120873B	84"Disc Challenge w/Handhold Panels 24"Deck Diff Attached To 16"Dk DI	\$	4,000
3	111345A	Bridge/Ramp Transition Bracket	\$ 395	1,185
1	120325A	Ramp Berm Exit Plate Concrete Wall		550
1	156233A	Ramp w/Barriers		7,005
1	158678A	Climbing Wall Alum DB		2,325
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps		3,575
1	176078B	Lollipop Climber 72"Dk DB		1,970
1	157427A	Pod Climber No Handsupports 40"Dk DB		1,785
1	111230A	Square Deck Corner		1,265
2	111229A	Square Deck Extension	1,310	2,620
2	111228A	Square Tenderdeck	1,375	2,750
1	115236A	Ball Maze Panel Above Deck		1,645
1	119514A	Pilot Panel Above Deck		1,500
1	159459A	Ring-A-Bell Panel Above Deck		1,935
1	111357A	Chinning Bar Alum DB		720

1	119430A	Overhead Parallel Bars/Horiz Ladder		\$	1,645
1	130873A	Ring Pull			880
3	111404F	108"Alum Post DB	\$	395	1,185
7	111404E	116"Alum Post DB		415	2,905
2	111404D	124"Alum Post DB		475	950
4	111404C	132"Alum Post DB		495	1,980
4	111404A	148"Alum Post DB		530	2,120
1	111405E	74"Alum Flush Post w/Standard Cap DB			590
1	271761A	Alpine Slide 72" Deck DB ¹			5,155
1	123331B	Double Slide 40"Dk DB			2,760
1	130390A	Double Swoosh Slide 72"Dk DB1			3,155
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury			-
SUBTOTAL					\$ 58,155

Freestanding Play Equipment

1	247189A	Chill Spinner DB		\$	2,740
1	148636A	Seesaw 2-Seats DB			3,755
SUBTOTAL					\$ 6,495

2-Place Toddler Swing Set

1	177336A	Toddler Swing Frame DB Only		\$	1,470
2	176038G	Full Bucket Seat ProGuard Chains for Toddler Swing	\$	460	920
SUBTOTAL					\$ 2,390

4-Place Single Post Swing Set

3	174018A	Belt Seat Proguard Chains 8' Beam	\$	165	\$ 495
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam			1,140
1	177332A	Single Post Swing Frame 8' Beam			1,630
1	177333A	Single Post Swing Frame Addtl Bay 8' Beam			1,210
SUBTOTAL					\$ 4,475

EQUIPMENT TOTAL	\$	95,455
CONTRACT DISCOUNT - 8%		(7,636)
SHIPPING		6,576
TOTAL	\$	94,395

Woodchip Surfacing

301	Cu Yds.	Wood carpet to cover 6,504 sq. ft., 12"deep, delivered and installed	\$	40	\$ 12,040
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SITE WORK BY OTHERS

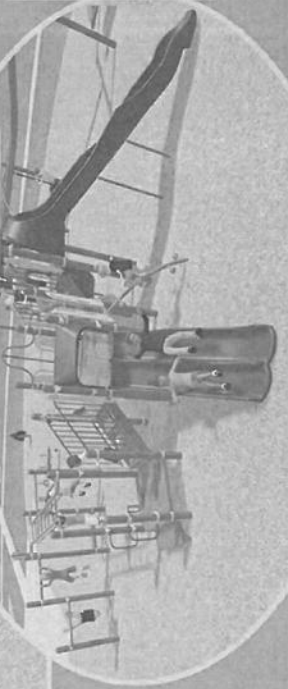
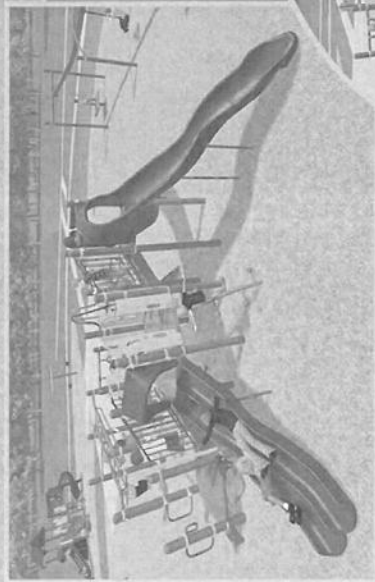
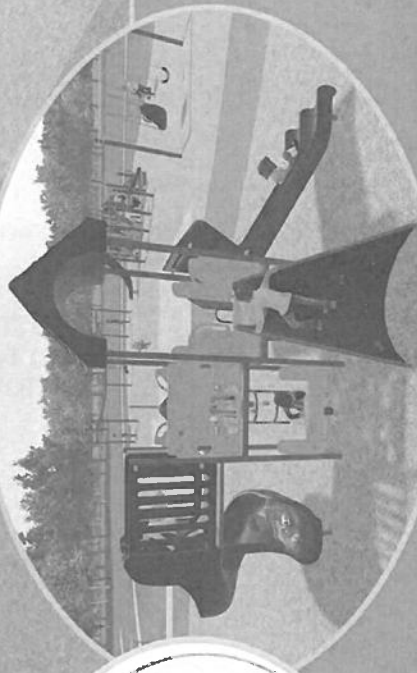
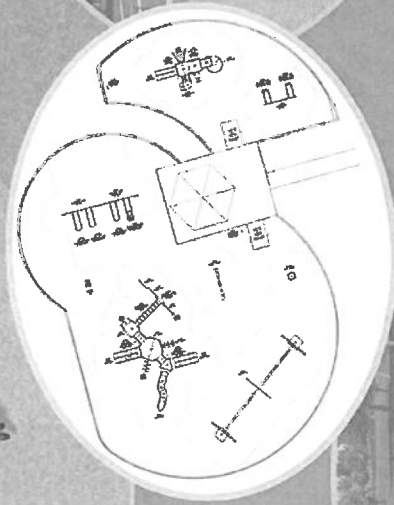
Cost for Installation of Playground Equipment By Others	\$	44,000
Site Restoration Seed and Straw	\$	2,000

Cost for Removal of Existing Woodchips by Others	\$ 6,500
Cost for Drainage by Others	\$ 3,500
Project Total	\$ 162,435
3% Payment Performance Bond Fee (Project Total)	\$ 4,873
TOTAL	\$ 167,308

Eagle Ridge Park - Option 1



Curva
Spinner



Spyroslide

Store Panel

Driver Panel

Conical Climber

Loop Ladder



Zipkrooz



Overhead Parallel Bars/
Horizontal Ladder



Cliff Climber



Lollipop Climber



Double Swoosh Slide



Slidewinder



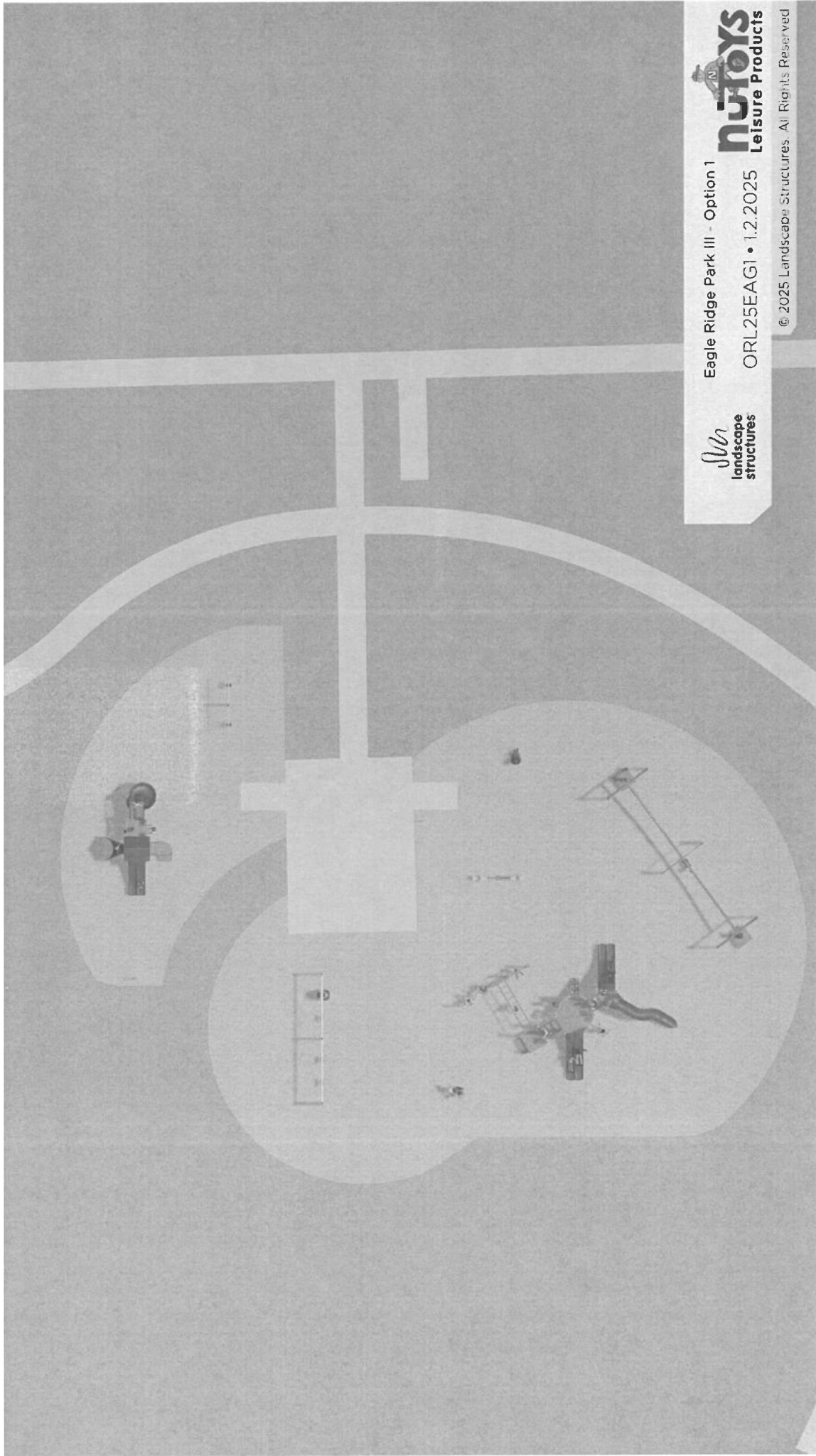
Chinning Bar/
Turning Bar

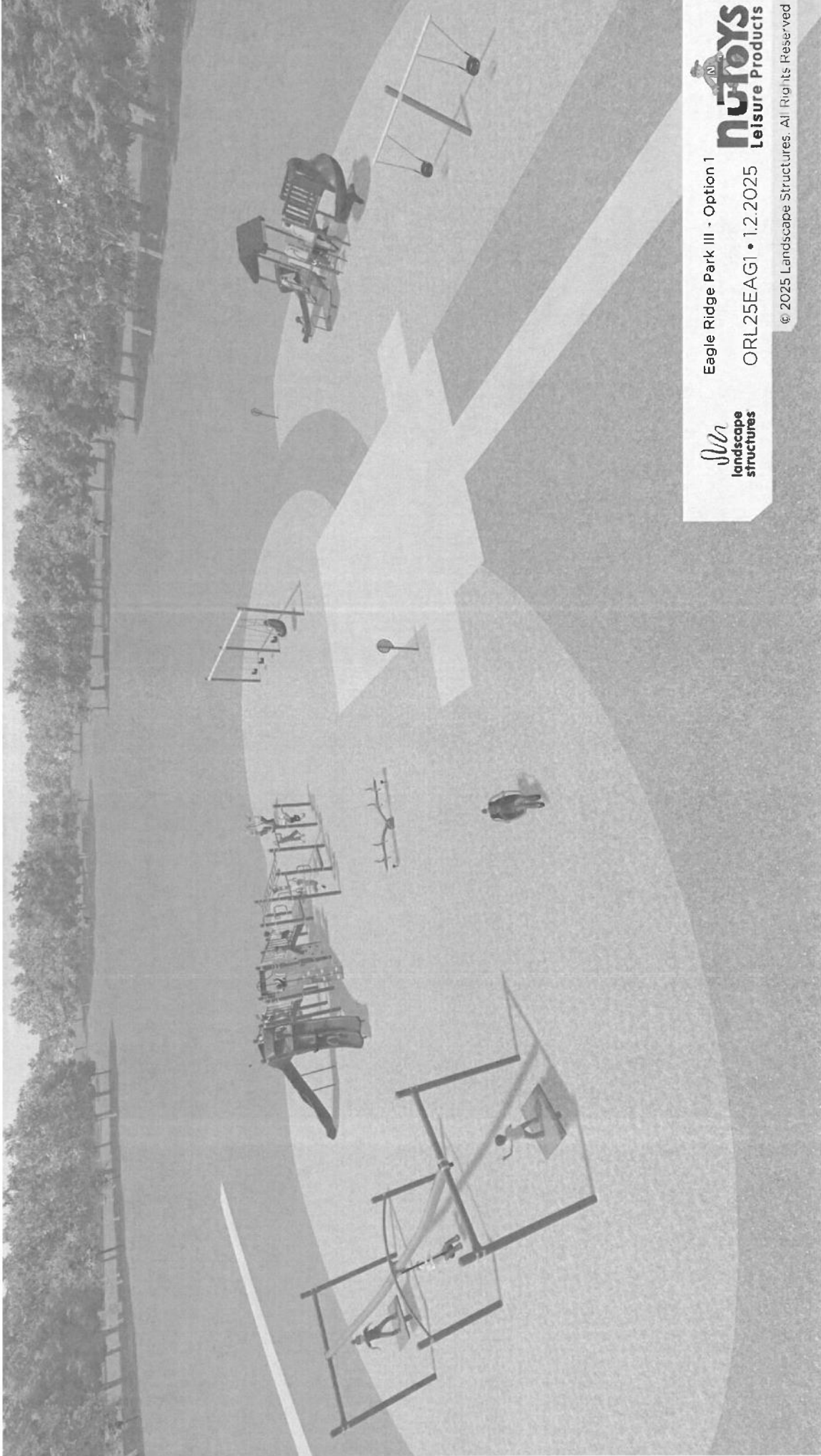


Chill Spinner



We-Saw





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Eagle Ridge Park III - Option 1

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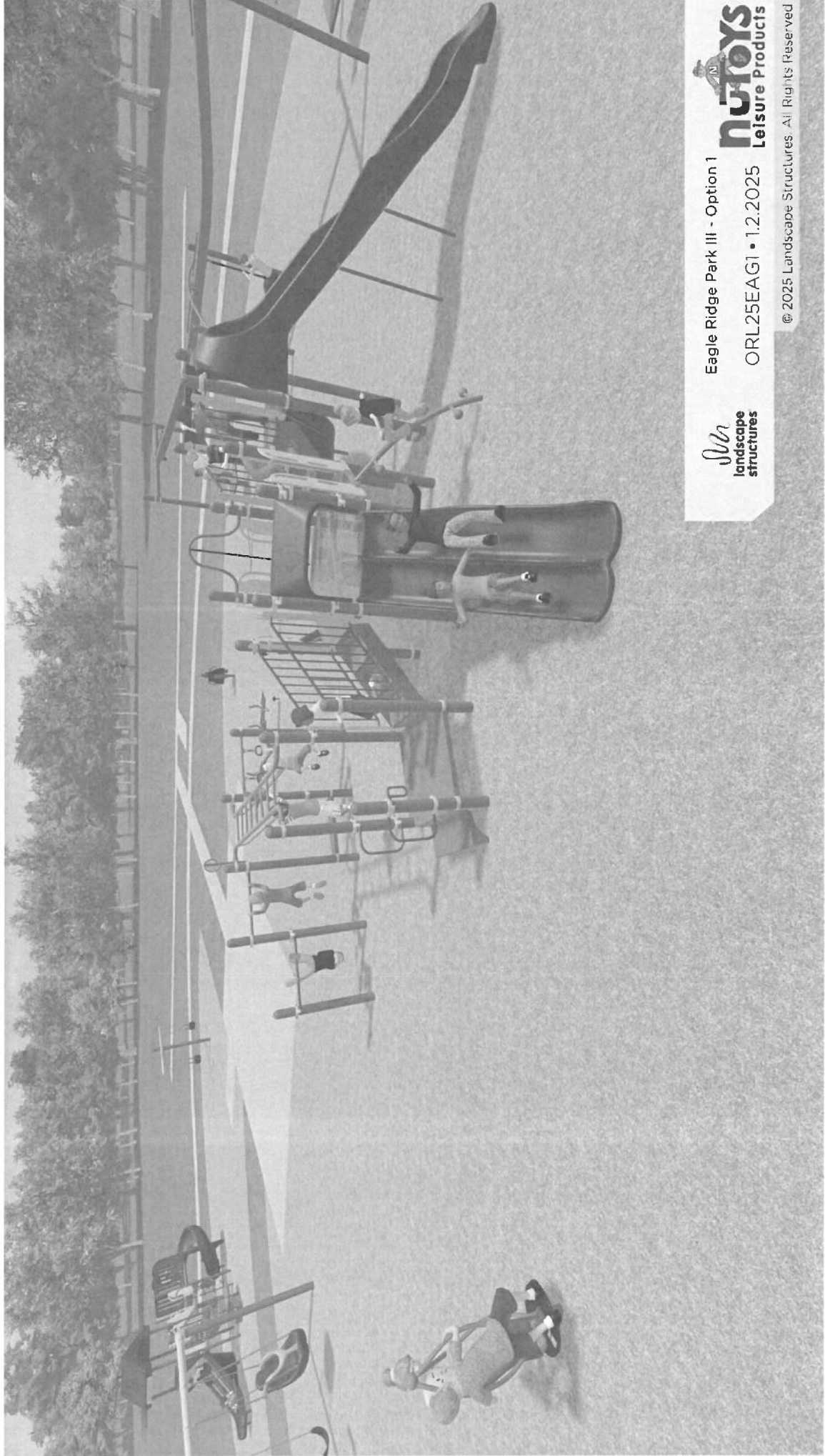
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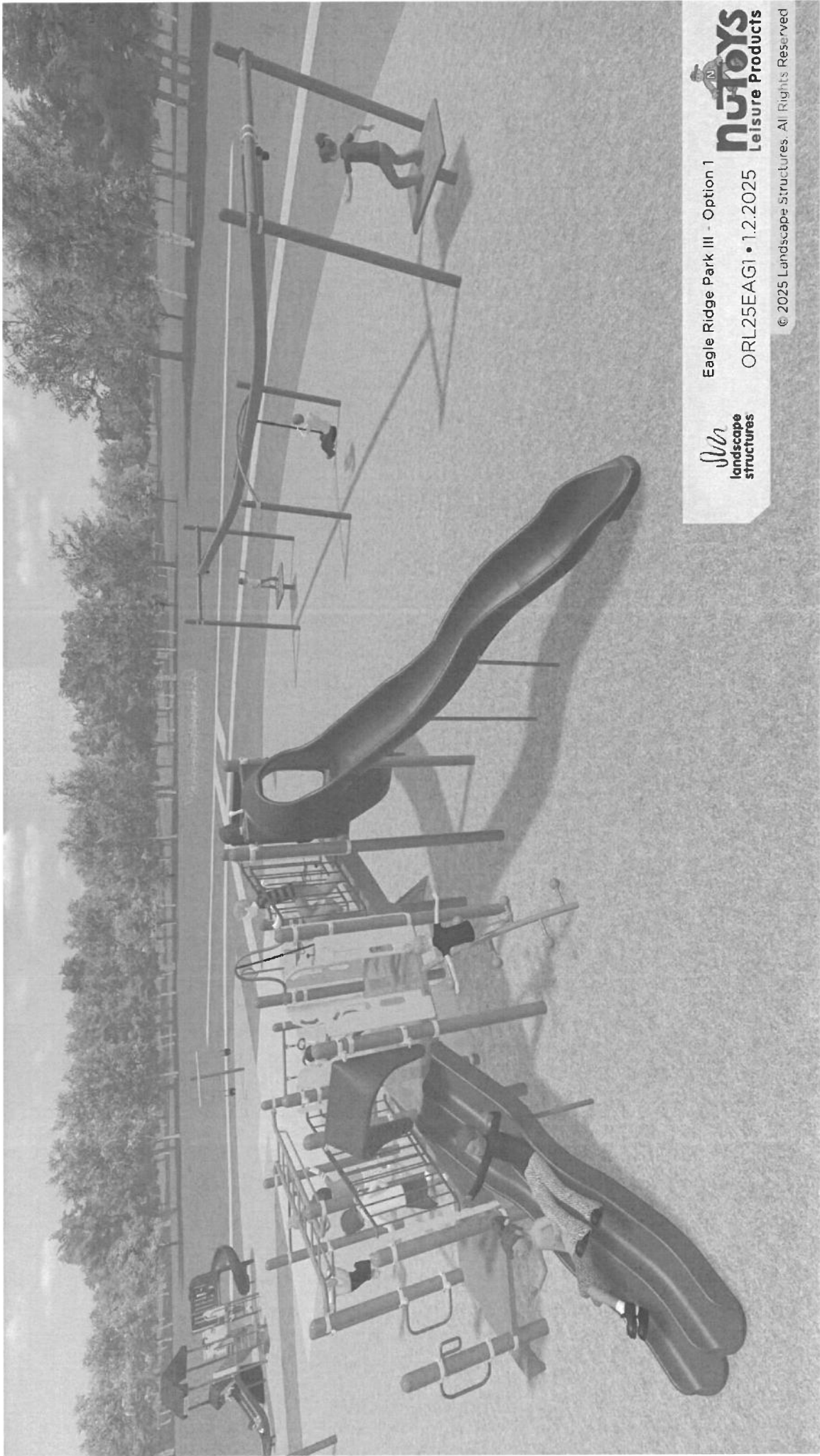
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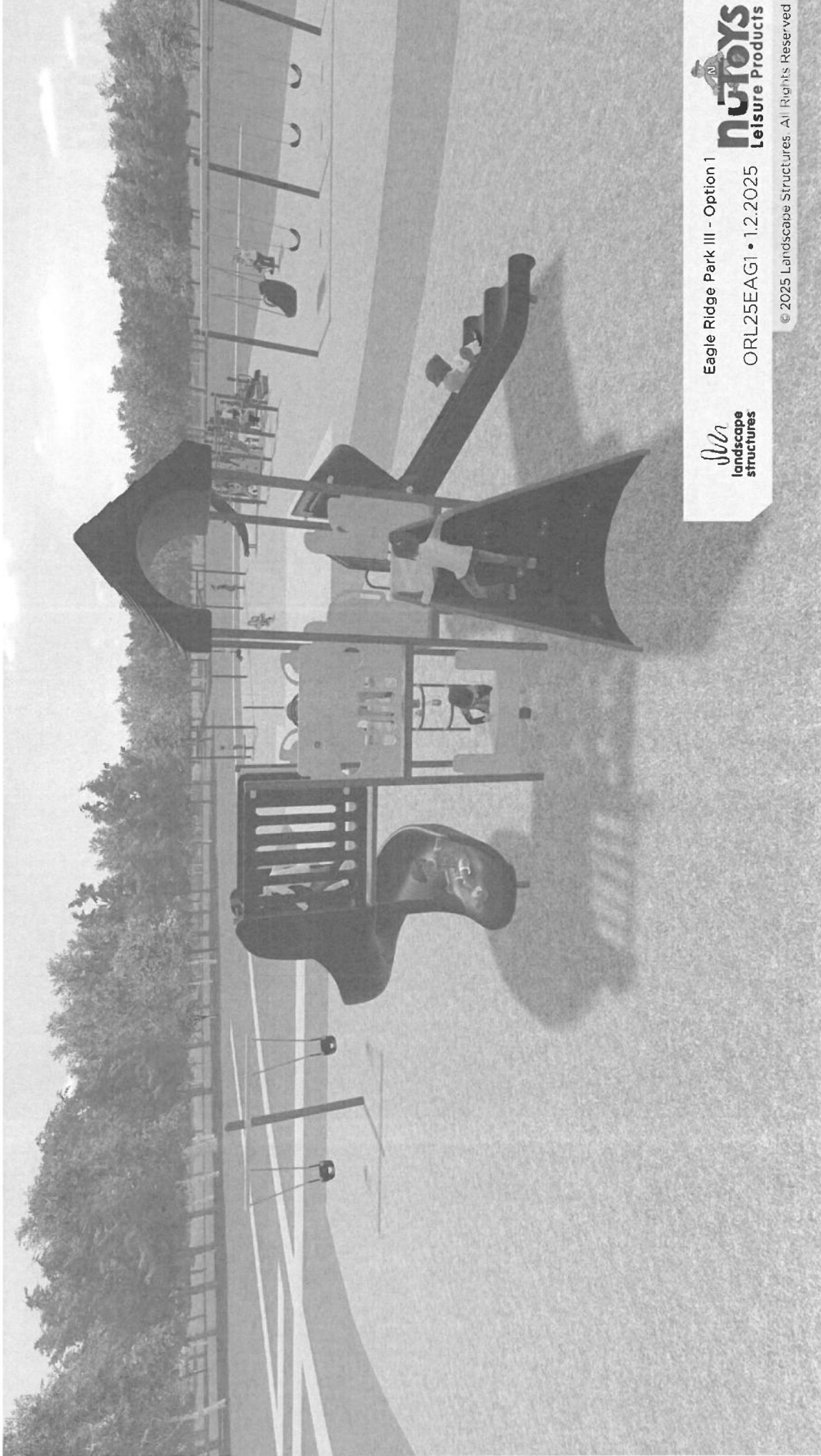
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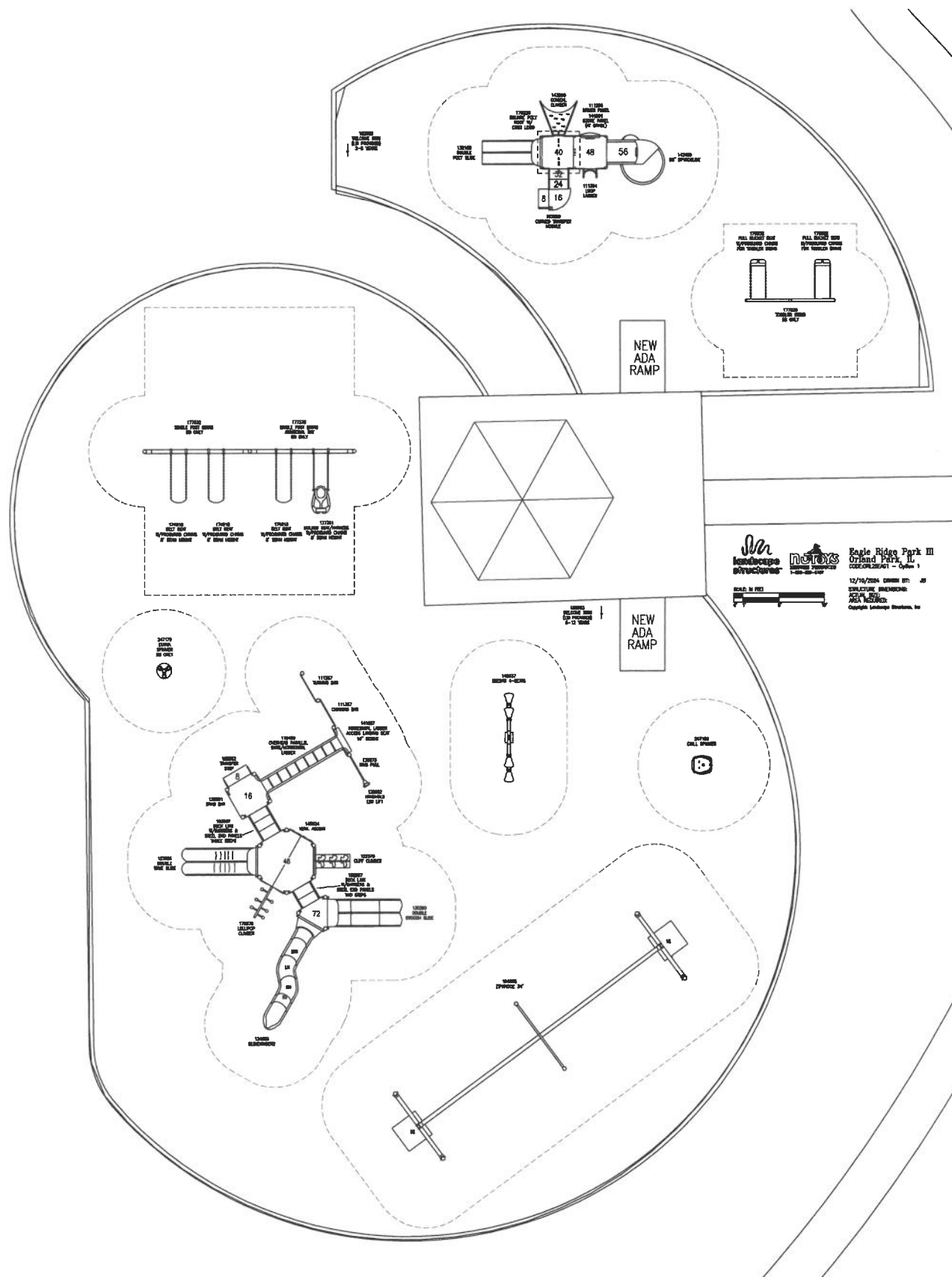
Eagle Ridge Park III - Option 1

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December 31, 2024

Eagle Ridge Park III
Orland Park, IL
OPTION 1
PlayShaper/PlayBooster

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
PlayShaper Component System				
1	143200A	Conical Climber DB		\$ 4,305
1	111364A	Loop Ladder 48"Dk DB		1,245
1	153020B	Curved Transfer Module 40"Dk Left DB		3,375
1	179349A	Kick Plate 8"Rise		150
2	111237A	Square Tenderdeck	\$ 1,045	2,090
1	111288A	Driver Panel Above Deck		1,005
1	144984A	Storefront Panel		560
2	111397A	128"Post DB	475	950
4	111396B	137"Post For Roof DB	475	1,900
1	179225A	Square Poly Roof Custom Logo Panels EAGLE RIDGE PARK III		1,725
1	132155B	Double Slide 40"Dk DB		2,760
1	143480A	SpyroSlide Off 48"Dk DB ¹		7,575
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury		-
SUBTOTAL				\$ 27,640
2-Place Toddler Swing Set				
2	176038G	Full Bucket Seat ProGuard Chains for Toddler Swing	\$ 460	\$ 920
1	177336A	Toddler Swing Frame DB Only		1,470
SUBTOTAL				\$ 2,390
PlayBooster Component System				
1	122570A	Cliff Climber 48"Dk DB		\$ 2,365
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps		2,745
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps		3,575
1	176078A	Lollipop Climber 48"Dk DB		1,950
1	145624A	Vertical Ascent 48"Dk		1,615
1	178710A	Hexagon Tenderdeck		3,925
1	111228A	Square Tenderdeck		1,375
1	185852A	Transfer Step w/2 Handloops DB		1,350
1	111231A	Triangular Tenderdeck		1,060
1	111357A	Chinning Bar Alum DB		720
1	120901A	Grab Bar		255
1	120902A	Handhold Leg Lift		275
1	111357B	Turning Bar Alum DB		680
1	141887B	Access/Landing Assembly Seat Barrier Left 16"Dk		825
1	119430A	Overhead Parallel Bars/Horiz Ladder		1,645
1	130873A	Ring Pull		880
1	111404G	100"Alum Post DB		390

1	111404F	108"Alum Post DB		\$	395
4	111404E	116"Alum Post DB	\$	415	1,660
3	111404D	124"Alum Post DB		475	1,425
3	111404C	132"Alum Post DB		495	1,485
3	111404A	148"Alum Post DB		530	1,590
1	111404H	92"Alum Post DB			370
1	130390A	Double Swoosh Slide 72"Dk DB1			3,155
1	123336A	Double Wave Slide 48"Dk DB			3,620
1	124863F	SlideWinder2 72"Dk DB 1 Straight 1 Right 1 Left			4,740
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury			-
SUBTOTAL					\$ 44,070

Freestanding Play Equipment

1	247189A	Chill Spinner DB		\$	2,740
1	247179A	Curva Spinner DB Only			2,505
1	148637A	Seesaw 4-Seats DB			4,595
1	194663A	ZipKrooz 34' w/Aluminum Posts DB1			15,910
SUBTOTAL					\$ 25,750

4-Place Single Post Swing Set

3	174018A	Belt Seat Proguard Chains 8' Beam	\$	165	\$ 495
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam			1,140
1	177332A	Single Post Swing Frame 8' Beam			1,630
1	177333A	Single Post Swing Frame Addtl Bay 8' Beam			1,210
SUBTOTAL					\$ 4,475

EQUIPMENT TOTAL	\$ 104,325
CONTRACT DISCOUNT - 8%	(8,346)
SHIPPING	6,740
TOTAL	\$ 102,719

Woodchip Surfacing

381	Cu Yds.	Wood carpet to cover 1,778 sq. ft. and 6,417 sq.ft., 12"deep, delivered and installed	\$	40	\$ 15,240
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SITE WORK BY OTHERS

Cost for Installation of Playground Equipment By Others	\$ 45,000
Site Restoration Seed and Straw	\$ 2,000
Cost for Removal of Existing Woodchips by Others	\$ 5,000
Cost for Drainage by Others	\$ 3,500

Project Total	\$ 173,459
3% Payment Performance Bond Fee (Project Total)	\$ 5,204
TOTAL	\$ 178,663

Döogan Park

OPTION 2 Option 4



Starburst Climber



Zipkrooz



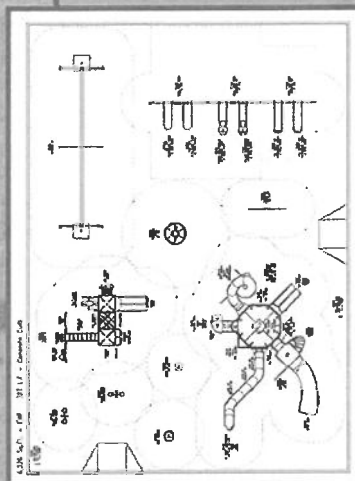
Reviwheel



Chill Spinner



Double Bobble Rider



Slidewinder



Sunbeam Climber



Double Slide



Whooshwinder



Firepole



Driver Panel



Bongo Panel



Mini Summit

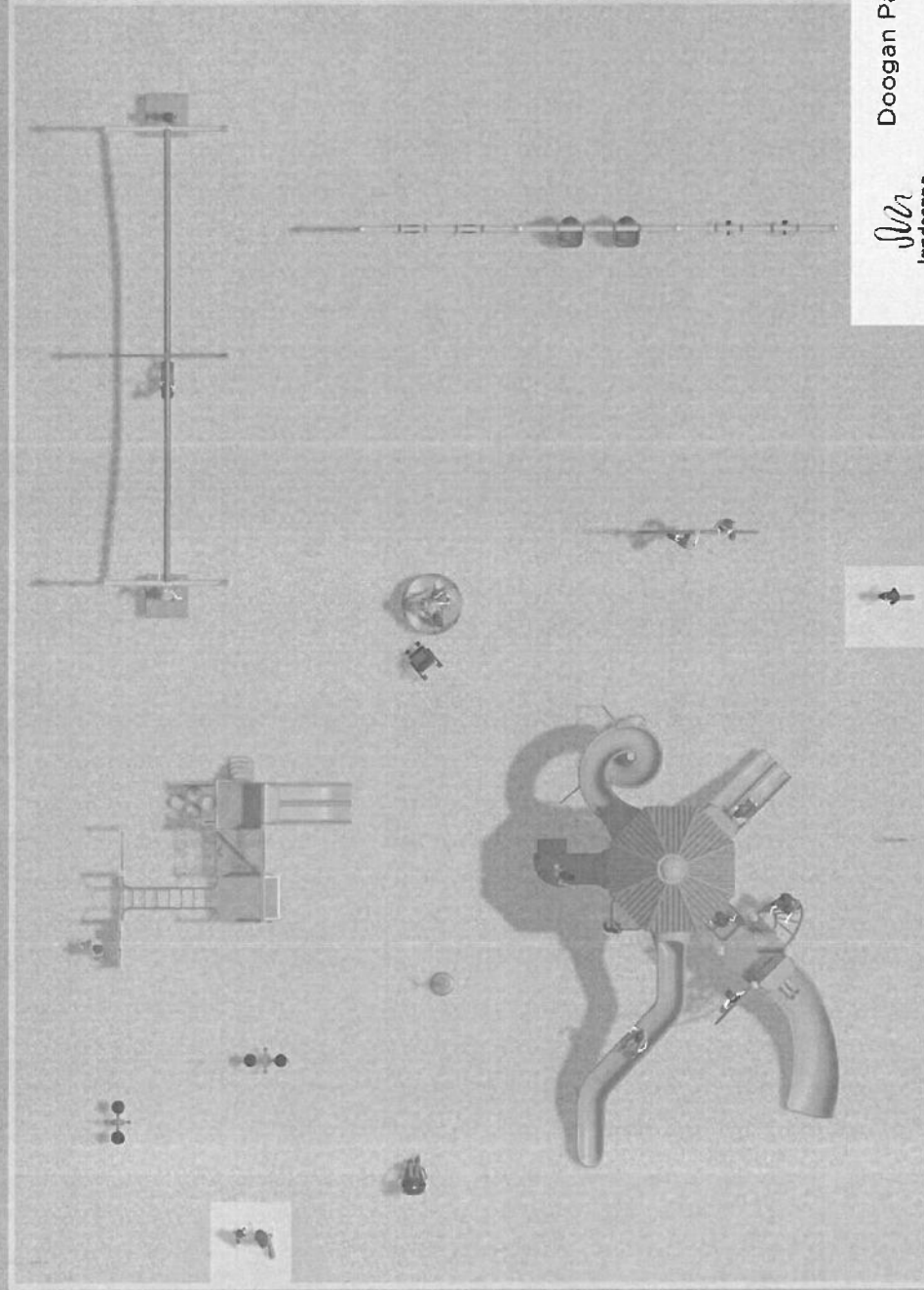


Stand-Up Spinner



Turning Bar





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Doogan Park - Option 4

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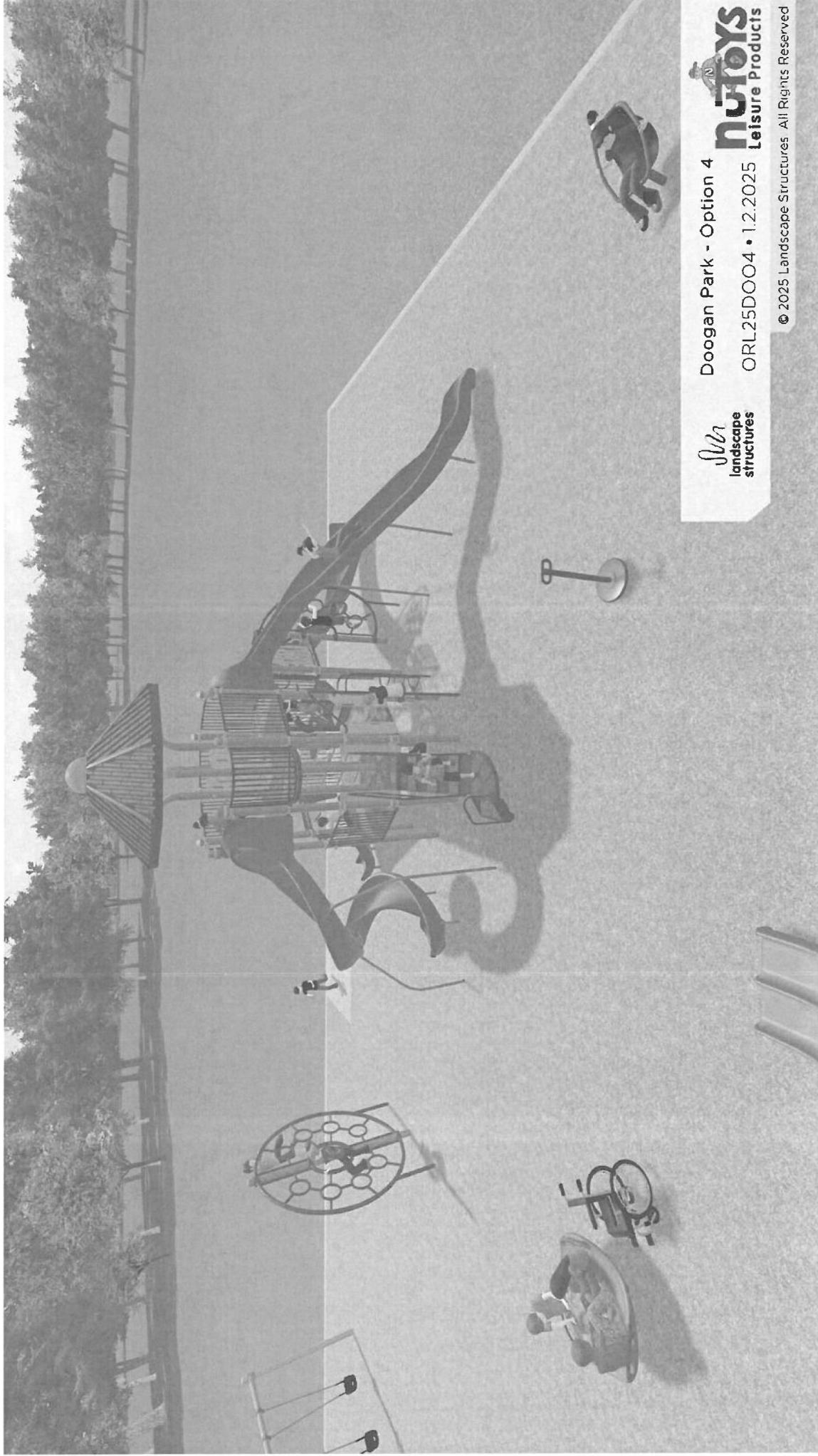
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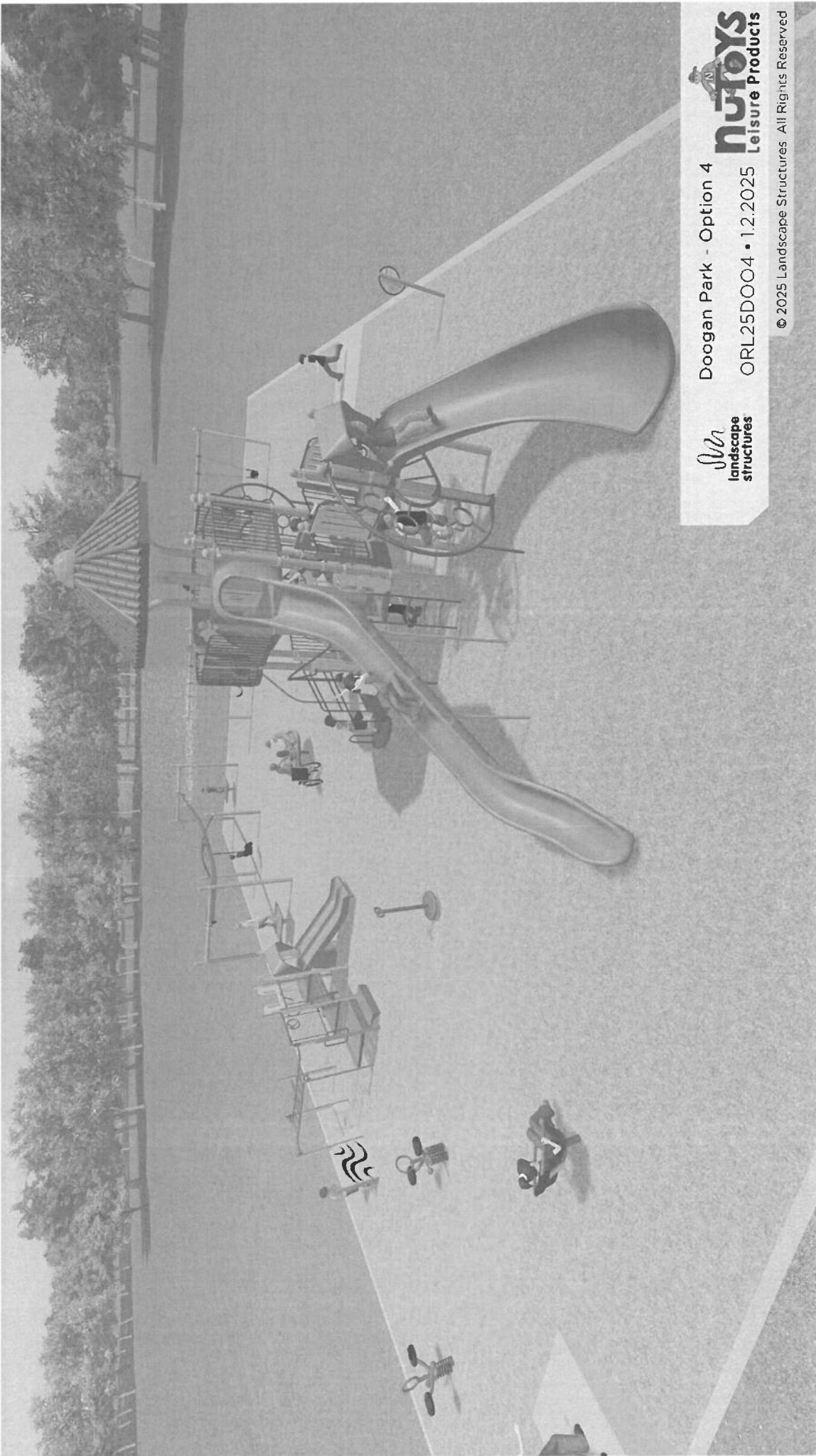
Doogan Park - Option 4

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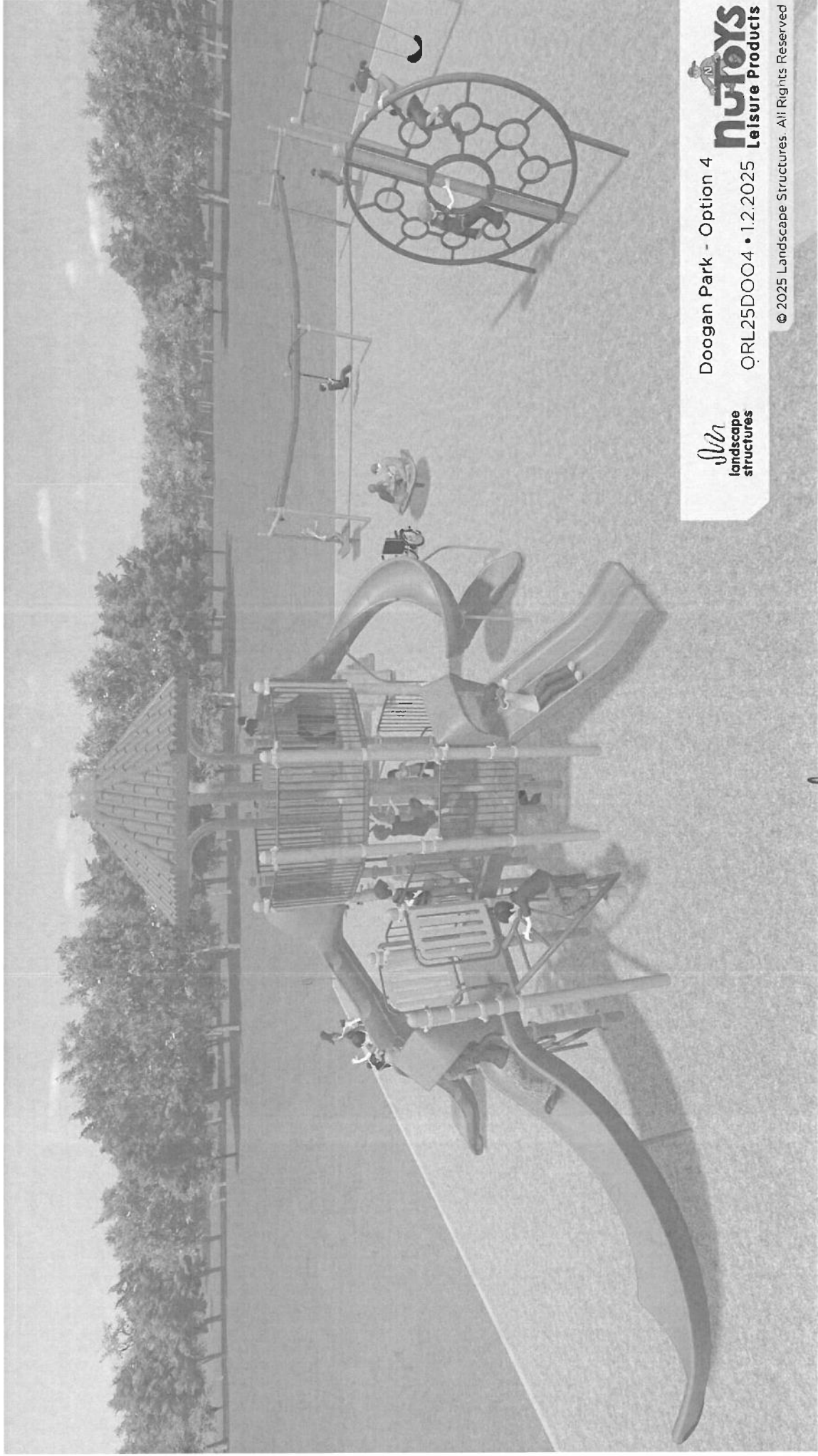
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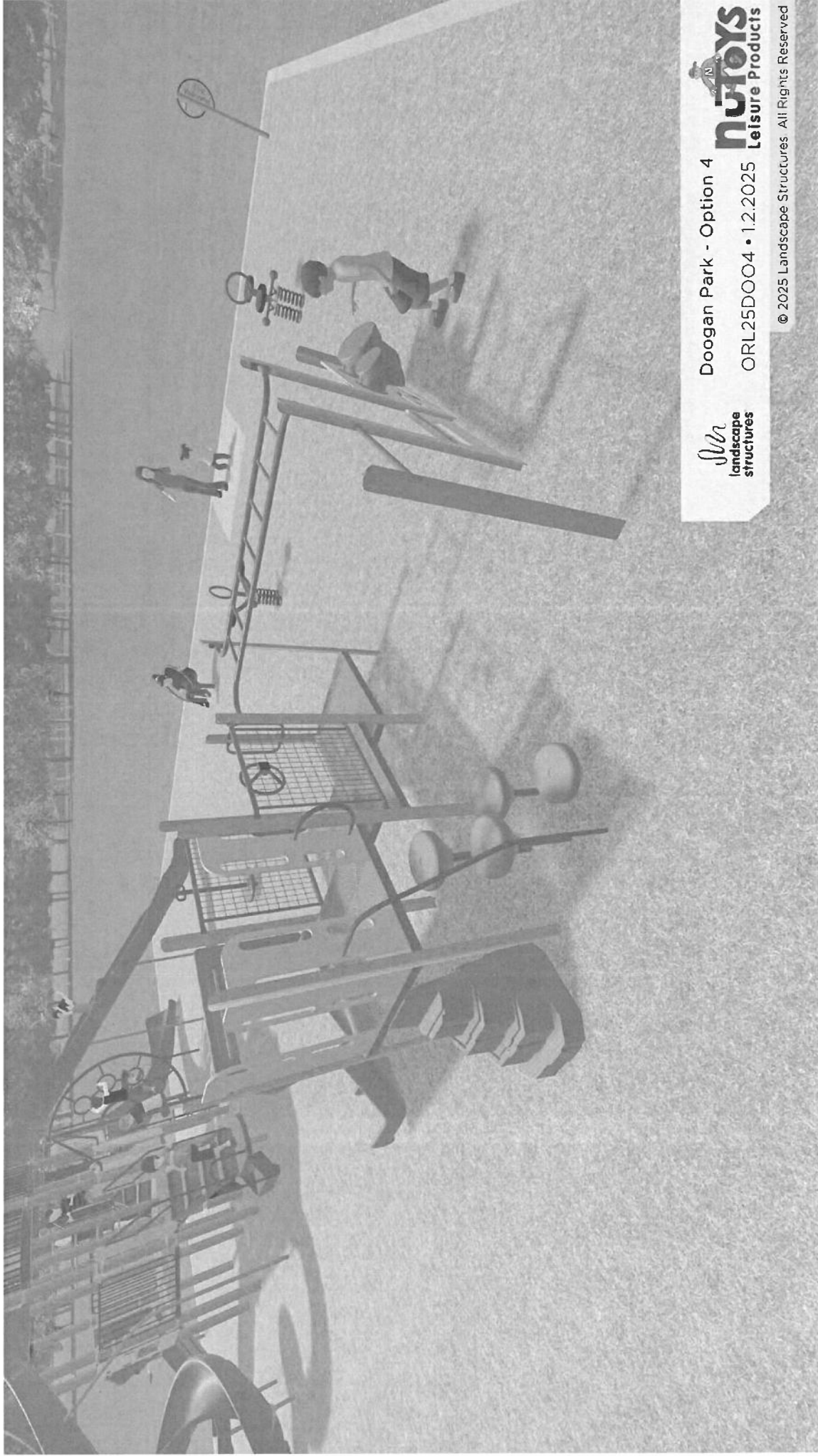
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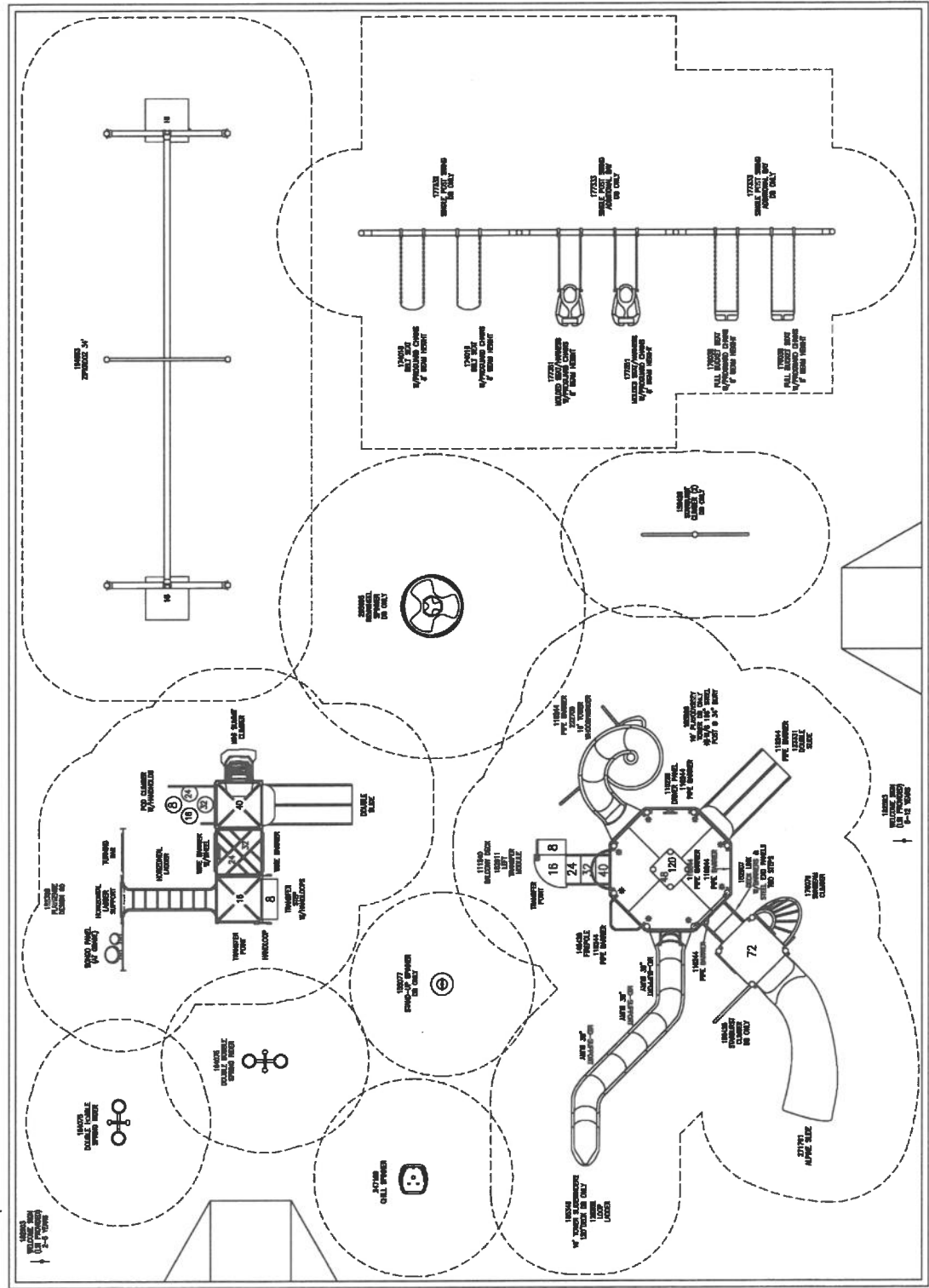
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6,226 Sq.Ft. – EWF 327 L.F. – Concrete Curb





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

December 31, 2024

Doogan Park
Orland Park, IL
OPTION 4
PlaySense/PlayBooster

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>PRICE</u>
PlaySense Component System				
1	182328A	PlaySense Design 60 DB Only		\$ 16,540
	Includes	Bongo Panel		
		Double Poly Slide		
		Handloop (3)		
		Horizontal Ladder		
		Mini Summit Climber		
		Pod Climber with Handloop and Handrail		
		Transfer Step		
		Turning Bar		
		Wire Barrier		
		Wire Barrier with Steering Wheel		
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury		-
PlayBooster Component System				
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps		\$ 2,745
1	128252A	Loop Ladder 48"Dk DB		1,245
1	158425A	Starburst Climber DB Only		3,065
1	176079A	Sunbeam Climber		2,375
1	152911C	Curved Transfer Module Left 48"Dk DB		3,900
1	111228A	Square Tenderdeck		1,375
1	111240A	Balcony Deck		1,720
1	115228A	Driver Panel Above Deck		1,160
7	116244A	Pipe Barrier Above Deck	\$ 835	5,845
1	185296A	10' PlayOdyssey Tower ¹		36,735
1	185346A	10' Tower SlideWinder ²		7,425
1	222709A	10' Tower WhooshWinder Slide		8,550
4	111404A	148"Alum Post DB	530	2,120
1	271761A	Alpine Slide 72" Deck DB ¹		5,155
1	123331B	Double Slide 48"Dk DB		2,760
1	148426A	Firepole Perm Handholds 48"Dk DB		1,030
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury		-
SUBTOTAL				\$ 87,205
Freestanding Play Equipment				
2	164075B	Double Bobble Rider DB	\$ 2,765	\$ 5,530
1	158426B	Starburst Climber DB Only w/Two Climbing Arm ¹		4,515
1	247189A	Chill Spinner DB		2,740
1	295695A	ReviWheel Spinner DB Only		6,650

1	155077A	Stand-Up Spinner DB Only		\$	2,335
1	194663A	ZipKrooz 34' w/Aluminum Posts DB1			15,910
			SUBTOTAL	\$	37,680

6-Place Single Post Swing Set

2	174018A	Belt Seat Proguard Chains 8' Beam	\$	165	\$	330
2	176038A	Full Bucket Seat Proguard Chains 8' Beam		465		930
2	177351A	Molded Bucket Seat (5-12 yrs) w/Harness Proguard Chains 8' Beam		1,140		2,280
1	177332A	Single Post Swing Frame 8' Beam				1,630
2	177333A	Single Post Swing Frame Addtl Bay 8' Beam		1,210		2,420
			SUBTOTAL		\$	7,590

EQUIPMENT TOTAL	\$	149,015
CONTRACT DISCOUNT - 8%		(11,921)
SHIPPING		9,972
TOTAL	\$	147,066

Woodchip Surfacing

289	Cu Yds.	Wood carpet to cover 6,226 sq. ft., 12"deep, delivered and installed	\$	11,000
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SITE WORK BY OTHERS

Cost for Installation of Playground Equipment By Others	\$	52,000
Cost for Excavation and Gravel Compaction of 6,226 Sq. Ft. Site by Others	\$	12,000
Cost for Drainage by Others	\$	2,500
Cost for 327 Linear Feet of Concrete Curbing, 6" - 12" wide, by Others	\$	15,500
Cost for Site Restoration	\$	2,500

Project Total	\$	242,566
3% Payment Performance Bond Fee (Project Total)	\$	6,352
TOTAL	\$	248,918



Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Landscape Structures Inc., 601 7th St. S., Delano, MN 55328 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

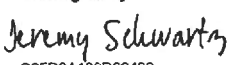
L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Landscape Structures Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/15/2021 | 10:32 PM CST

DocuSigned by:

By: 1A3A8D886566403...
Fred Caslavka
Title: Chief Financial Officer
Date: 2/15/2021 | 11:44 AM PST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 2/15/2021 | 10:43 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: Landscape Structures Inc.
Does your company conduct business under any other name? If yes, please state: No
Address: 601 7th Street S.
Delano, MN 55328
Contact: Elaine Harkess
Email: elaineharkess@playlsi.com
Phone: 763-972-5243
Fax: 763-972-3185
HST#: 41-0971842

Submission Details

Created On: Friday November 20, 2020 15:44:26
Submitted On: Tuesday January 05, 2021 14:56:03
Submitted By: Elaine Harkess
Email: elaineharkess@playlsi.com
Transaction #: 9a53de68-bd30-44d7-924d-6248bbd8d68b
Submitter's IP Address: 96.39.128.58

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Landscape Structures Inc.	*
2	Proposer Address:	601 7th ST S Delano, MN 55328	*
3	Proposer website address:	https://www.playlsi.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Fred Caslavka Chief Financial Officer 601 7th ST S Delano, MN 55328 fredcaslavka@playlsi.com 763-972-5362	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Elaine Harkess Contract Administrator 601 7th ST S Delano, MN 55328 elaineharkess@playlsi.com 763-972-5243	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Smith Vice President of Sales 601 7th ST S Delano, MN 55328 DavidSmith@playlsi.com 763-972-5205	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Landscape Structures celebrates its 50th Anniversary in 2021. Our vision is to be the industry leader in innovation and operational excellence, have the best sales consultants and be the most highly recognized manufacturer of commercial playground equipment. We strive to offer world class service and products with our continuous improvement processes, and values-based employee culture. Landscape Structures was founded in 1971 by Steve King and Barb King (1947-2008). Steve is a landscape architect with a keen eye for beautiful aesthetics and functionality. Steve is also the creator of the concept of continuous play and was the first to interconnect play events including slides, climbers, horizontal ladders and more. The continuous play concept allowed him to create more play value in a smaller space and encourage more social interaction and skill development among children. Barb was educated as a home economist with a talent for organization development and the ability to plan, coordinate and execute. Their complementary styles and backgrounds proved to be the right combination as they turned a great idea into a successful business. Now, almost 50 years later, the company is a global leader in the commercial playground industry with nearly 500 employees, approximately 500,000+ square feet of manufacturing space in Minnesota and over 300 playground consultants spread across the world. Landscape Structures is one of the few remaining independently owned manufacturers of playground equipment. We are 100 percent employee owned (ESOP), and each and every employee is committed to creating playgrounds and play spaces that encourage kids of all ages and abilities to learn persistence, leadership, competition, bravery, support and empathy through play. We push the limits to help kids realize there is no limit to what they can do today and in the future. Our core values—relationships, integrity, commitment, innovation, team and passion—enable us to fulfill our mission of enhancing the lives of children through play while honoring the environment. For a better tomorrow, we play today. Cofounder and Chairman Steve King is the only leader of a playground company who is also a landscape architect. With Steve's passion for creating playground products and designs that go beyond ADA requirements, we create truly inclusive play environments for children of all abilities. We also push the design envelope by creating some of the most creatively themed play events in the world, along with nature-inspired playground equipment that blends into the surrounding environments. Landscape Structures' overall reputation in the marketplace is based on offering leading edge innovation and best value. Independent research conducted with the recreation industry over several years indicated superiority in areas of product quality, product innovation, custom capabilities, environmental stewardship, and customer service. Our products are of the highest quality and best long-term value to the customer. Our attention to detail in manufacturing and design along with the durability and product performance in the field, has earned us this reputation. See attached Landscape Structures History for more detailed information.
8	What are your company's expectations in the event of an award?	Landscape Structures currently holds a Sourcewell contract (April 2017 thru April 2022 (extended in response to customer request)). We have seen sales under this contract nearly double from 2018 to 2020. If we are awarded a new Sourcewell contract, we expect the strong growth to continue. The Landscape Structures team is finishing one of the most challenging year's in our country's history with no lapse in service, no manufacturing delays and an increase in sales under our current Sourcewell contract. Our team continued to deliver at 99.1% on time with 94.3% clean shipments which was similar to the past 5 years. We have an established history and customer base to continue growing these sales. As customers look for more streamlined methods to make their purchases and purchasing vehicles to help make the most of their project dollars, we anticipate sales under cooperative contracts will continue to grow. With our strong dealer network and our ability to provide personalized service through that partnership, we believe our existing customers will continue to purchase Landscape Structures' products while at the same time referring new customers who will see the benefits of utilizing the Sourcewell contract.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Landscape Structures Inc. (LSI) was a privately owned manufacturer until 2012 when it became 100% employee owned. Historically, we have only provided limited financial information to parties other than our financial institutions and insurance company. For competitive reasons we are very protective of this information. However, we understand our financial stability is a critical aspect in the decision-making process. Landscape Structures employs nearly 500 people who, once eligibility requirements are met, all participate as owners of the company through a qualified Employee Stock Ownership Plan and Trust. On December 31, 2020 our total assets were over \$90 million, our current ratio was 2.9 and our fixed charge coverage ratio was over 15.2 (U.S. Bank requires it to be no less than 1.15). We also have a \$20.0 million line of credit with U.S. Bank that is rarely drawn upon and had an outstanding balance of zero on the date of this response as well as on December 31, 2020, 2019 and 2018. PriceWaterhouseCoopers LLP has issued clean opinions for the each of the past 29 years they audited Landscape Structures Inc. The clean opinion for 2019 and 2018 is attached. We anticipate another clean opinion to be issued for 2020 when the audit is completed in August of 2021. Our current bonding capacity of \$10,000,000 is also testimony by an independent third party of their belief in our ability to meet our obligations. We have the ability to increase the limit but have not found a business need to do so. As you are probably already aware, sureties like International Fidelity Insurance Company (AM Best rating of A-, Financial Size Category VII) insure to a zero-loss ratio and base their limits on the financial substance and stability of the company they are bonding. We have supplemented this information with our bank and trade references. LSI has been working with U.S. Bank for over 29 years and many of our key suppliers over a similar time period. In totality this information should provide you with the assurance that we have the financial means to fulfill our short and long-term obligations. If you determine that the information is inadequate, I would welcome and appreciate the opportunity to discuss this so that I may address any of your concerns. Fred Caslavka, MBA, CMA, CPA (inactive) Chief Financial Officer and Risk Manager Direct: 763-972-5362 Cell: 763-221-0067 Report of Independent Auditors and Bank & Supplier References are attached.	*
10	What is your US market share for the solutions that you are proposing?	Market share data is confidential and typically not disclosed. However, we are highly confident we hold significant market share. Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its U.S. market share at 22%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.	*
11	What is your Canadian market share for the solutions that you are proposing?	Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its Canadian market share at 25%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Landscape Structures has never filed a petition for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Landscape Structures is a manufacturer. We market our products through a global network of 50 independent sales organizations comprised of more than 700 sales and service people. The sales organizations have exclusive territories and are not allowed to carry competing product lines. In the U.S. these independent sales organizations provide full sales and service coverage for all 50 states. As a 100% employee owned company with Landscape Structures being the sole legal entity under which our products are sold, our sales organizations do not compete against other entities owned by us. In short, Landscape Structures is not owned by another company, nor do we own any other companies that are selling and marketing similar products that effectively compete against each other. Landscape Structures products account for more than 50% of the total revenue for 32 of the 36 North American sales organizations. The percentage increases significantly when complimentary lines and services such as surfacing and installation are included. All of which would not be sold if it were not for the sale of our products. The distribution structure at Landscape Structures is led by our Vice President of Sales, two North American Regional Sales Managers, Custom Sales Manager and International Sales Manager. The independent sales organizations each maintain a team of sales representatives and support staff who serve the clients in their respective territories. Our sales organizations have been with Landscape Structures for an average of 25 years with several of our largest currently being led by the 2nd generation. Our shared values and commitment to serving our customers are the foundation of our relationship. The long tenure has resulted in strong synergies and shared quality, service and delivery values. We consider our sales channel true partners, and an integral part of the Landscape Structures family.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The playground industry does not require any special licenses to be held by manufacturers. Landscape Structures is proud to be at the forefront of an industry that cares about children. We promote healthy kids and a sustainable world. We are one of the founders of the International Play Equipment Manufacturers Association (IPEMA), an organization that promotes quality and safety for all playground manufacturers. It is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment of which Landscape Structures has been a member in good standing since its inception. In the interest of playground safety, IPEMA provides a Third Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 and 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment Standards, except clauses 9.8, 10 and 11; or both. The use of the corresponding logo in the Landscape Structures catalog signifies that Landscape Structures Inc. has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standards. CSA: The Canadian Standards Association. Nearly all equipment developed by Landscape Structures is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA. CPSIA Safety Compliance: At Landscape Structures, product safety is a top priority. We believe there is no investment more valuable than the protection and safety of our children. That's why we always strive to go beyond the minimum safety requirements and build this value into every piece of playground equipment we produce. The Consumer Products Safety Improvement Act (CPSIA) of 2008 specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare articles. Landscape Structures has tested hundreds of materials to validate compliance to this safety act. All products manufactured and distributed through Landscape Structures meet or exceed the requirements of the CPSIA. ISO Certification: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide. ISO 9001:2015 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality. ISO 14001:2015 drives us toward operating in a manner that is environmentally conscious. Both standards provide guidelines for establishing a company's quality and environmental management programs. In 1998 Landscape Structures became the first play equipment manufacturer to be certified in ISO 9001 and ISO 14001. Annual audits by a 3rd party are required to maintain these certifications which LSI has done successfully for each year since 2015 through the date of this response. What does this mean to a customer? This means that a customer can purchase from Landscape Structures, a premier commercial playground equipment manufacturer, with confidence because we have the

		processes in place to consistently manufacture the highest quality products while being conscious of how we are impacting the environment. Although not an industry requirement, Landscape Structures requires members of our staff to be certified by the National Playground Safety Institute (NPSI). This includes many of our product development team, playground design team and our technical services (installation support) team. This ensures our customers receive the benefit of the knowledge of and compliance with government standards. This occurs at all levels from the development of the equipment, design of the play structures, through installation and maintenance services. In addition, many key staff members are actively involved in the development of the standards for our industry. Steve King, co-founder and chairman, is an American Society of Landscape Architects (ASLA) Fellow, a Certified Playground Safety Inspector, and a founding member and past President of IPEMA (International Play Equipment Manufacturers Association). Steve has been chairman of a task group of the American Society for Testing and Materials (ASTM) that worked with the U.S. Consumer Products Safety Commission (CPSC) to update the ASTM F1487 Specification: a voluntary safety and accessibility standard for public playground equipment designed for children ages 2 to 12. His task group had the added responsibility of developing playground accessibility standards to comply with the Americans with Disabilities Act (ADA). Landscape Structures was also the first company to develop new playground events specifically meeting ADA requirements. Randy Watermill, Vice President of Product Development, has been with Landscapes Structures Inc. for 27 years. Randy serves as a committee member for ASTM, has served as President of IPEMA, and is currently the Treasurer of IPEMA. He is certified by NRPA as a Certified Playground Safety Inspector (CPSI). Tom Fitzpatrick, P.E. Product Development Engineer, has been with Landscape Structures for 15 years. Tom serves as a committee member for ASTM, is a member of the IPEMA Equipment Certification Committee and is certified by NRPA as a Certified Playground Safety Inspector (CPSI). Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Florida, Hawaii, Idaho, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee and Washington (other states may not require them) allowing us to provide turn-key solutions to our customers in all of the states. Third Party Certifications Landscape Structures requires all playground equipment installers, with which we subcontract, to be manufacturer trained. Once trained, these installers are issued a Certified Installers Certificate. Many of our installers are also NPSI trained and Certified Playground Safety Inspectors. Installers are expected to maintain required permits and licenses applicable in their state to perform their work in a legal and professional manner. If required by local regulations, installers may also be required to be OSHA certified. Most members of our independent sales team are NPSI certified. This ensures that when they are meeting with a customer, the customer has the assurance of working with an experienced and knowledgeable playground expert. Our sales organizations hold necessary contractor licenses as required.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE – Landscape Structures has never been suspended or debarred.

*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	• 2020 Nineteen-year participant in the annual EPCOT International Flower & Garden Festival (since 2001) • 2019 Landscape Structures was honored with the Best in Show award at the NRPA Annual Conference in Baltimore, MD • 2018 Landscape Structures recognized for its Total Retirement Offering at the 2018 Plan Sponsor of the Year Awards. The company was honored for its innovation in helping employees reach a secure retirement. • 2017 Landscape Structures receives a LAMMY Advertising Award for Best Message by Landscape Architecture Magazine • 2016 Winner of the Episerver™ North American Website Awards for Best B2B Website • 2016 Winner of Minnesota PRSA Classics Award for community relations campaign on inclusive play • 2015 Pat Faust inducted as an Honorary Member of the American Society of Landscape Architects (ASLA) • 2015 Landscape Structures receives Landscape Architecture Magazine Advertising Award (LAMMY) for Most Persuasive ad • 2015 Winner of Landscape Architect Magazine's Advertising Award (Lammy) for Best Graphic Presentation
17	What percentage of your sales are to the governmental sector in the past three years	Sales to the government sector accounts for 52% of our sales over the last 3 years. The government sector comprises the majority of our sales. This segment is critical to our business and growth prospects, as well as our overall success.
18	What percentage of your sales are to the education sector in the past three years	Sales to the education sector accounts for 32% of our sales over the last 3 years. The education sector also makes up a significant portion of our sales and is key to our business and growth prospects, as well as our overall success.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures currently holds cooperative purchasing contracts with the following agencies: Sourcwell HGAC NASPO ValuePoint NCPA National IPA/Omnia Partners TIPS New York State Contract Ohio State Contract Minnesota State Contract California Multiple Award Schedule (CMAS) KCDA (King County Directors Association) Please see attached document "Cooperative Purchasing Contracts" for annual sales volume for 2018-2020.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures does not hold any GSA contracts or Standing Offers and Supply Arrangements.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles Department of Recreation & Parks	Michael Shull, General Manager michael.a.shull@lacity.org	818-524-9053
Maryland National Capital Park & Planning Commission	Bridget Stesney, Division Chief Bridget.Stesney@pgparks.com	301-699-2533
Arlington Heights School District #25	Ryan Schulz, Buildings & Grounds Director ryanschulz@sd25.org	(847) 506-6900

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
See attached	Government	New York - NY	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Government	ON - Ontario	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Government	California - CA	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Education	New Mexico - NM	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Education	Illinois - IL	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Landscape Structures does not have a direct sales force. We partner with a network of exclusive independent sales representatives, led by our Vice President of Sales, two North America Regional Sales Managers, a Custom Sales Manager and International Sales Manager. We have an internal customer experience team who works with our distributor network supporting service on a daily basis.	*
24	Dealer network or other distribution methods.	Landscape Structures' sales team is comprised of 50 independent organizations, 36 in North America and 14 internationally. A total of 300+ salespeople focus 100 percent of their attention on the sales and service of the products considered in this RFP. Landscape Structures playground equipment, fabric shade, water play equipment, site amenities, fitness equipment and surfacing are our sales reps' primary business. They also carry complementary product lines and services so their total offering of products and services provide member agencies with a turn-key solution for their park and playground needs.	*
25	Service force.	Landscape Structures' goal is to provide the highest quality of service possible. We understand it is a journey that will never end which meshes perfectly with our continuous improvement culture. Our customer experience team is a long tenured group whose job is 100 percent customer service focused. The team's slogan is "we support play". These team members support specific geographical territories and focus on everything service related including presale designs through post installation field support. They have ISO-audited standard work processes that have proven to be very successful. Responses are same day. Our corrective action process includes meeting weekly to review any issues and discuss proactive opportunities for greater service. In addition, Landscape Structures' technical services team has two full-time staff members devoted to installation concerns and questions from both professional installers and customers. Our technical services team is available 24 hours a day, 7 days a week via a toll-free hotline.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Hours of operation vary between local offices but are typically 8 a.m. to 5 p.m., Monday through Friday. Many offices have personnel available for early morning, evening or weekend appointments to accommodate their customers. Landscape Structures' customer experience team members, referenced earlier, are available from 7 a.m. to 6 p.m. CT, Monday through Friday. Furthermore, our contact center representatives are available from 8 a.m. to 5 p.m. CT, Monday through Friday. We also offer a toll-free hotline for installation questions 24 hours a day, 7 days a week. Landscape Structures has a standard work, ISO audited customer service program. Our primary process is called CCN (customer contact note). CCNs come in from the field and address concerns about shipping shortages, freight damage, warranty issues, etc. We respond to CCNs within 24 hours, document and review weekly with operations. This process results in corrective action and continuous improvement efforts. Replacement parts are another unique aspect of Landscape Structures customer service and manufacturing expertise. We are the only play equipment company in the world that supplies replacement parts irrespective of the age of the equipment. The replacement parts will be identical to the original equipment except in situations where the original product has been redesigned for safety or conformance reasons. In these situations, Landscape Structures will provide replacements that are similar in form, fit and function. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more. Standard lead time on replacement parts is nine business days, same lead time as provided on all of our standard play equipment. Upon request most standard hardware can be supplied next day while common painted welded parts can be shipped within 24 to 72 hours. Part of our post-sale customer service is a customer satisfaction survey that is sent out eight weeks after every order is shipped. Feedback and results of those surveys are recorded, shared and followed up with our local representative organizations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Landscape Structures has nearly 50 years of experience successfully providing the products and services represented by this RFP to the same customer base Sourcewell represents in their participating entities. We have a network of independent sales representatives which covers all areas of the United States including Alaska and Hawaii. In cooperation with our sales channel, we are dedicated to continuing our legacy of providing premier products and services to the same customers Sourcewell serves.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Landscape Structures has the ability and willingness to offer Sourcewell in Canada. We have a long-established and successful sales network covering all Canadian provinces and territories and have a growing market share (currently estimated at 25%) in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Landscape Structures has the ability and fully intends to serve the entire United States. In fact, we must serve the entire United States as that is what our current customer base currently requires and has required for decades. We have the ability to fully serve Canada but due to administrative challenges of direct selling in Canada we are not planning to include Canada immediately if awarded. We are continually evaluating the potential of contract sales in Canada and are open to including Canada if the interest from Canadian customers changes.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Landscape Structures has the ability and fully intends to serve all Sourcewell participating entity sectors. In fact, Sourcewell's entity sectors are currently and have been for over 30 years, our core customer base. We have built our business around serving these entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - Landscape Structures does not have any specific contract requirements or restrictions for participating entities in Hawaii, Alaska or any U.S. Territory.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon contract award and notification to our sales channel, our immediate plan would be to send out co-branded press releases and social media announcements. As is currently, Sourcewell's presence on our website would continue to provide links and all other pertinent contract details and information. In addition, we would continue to advertise our Sourcewell contract with our current trade audience and promote at applicable trade shows. We would continue to partner with our sales channel on direct mail and/or email campaigns to send to their local territories, markets and customers. Landscape Structures has a strong marketing team with specialists in communications, public relations, advertising, graphic design, multimedia design and production, web and social media. Our marketing materials are innovative, professional, and reflect our brand image of quality and customer focus. We have the ability to create and collaborate on the most effective marketing approaches to promote the contract whether the format is digital or printed. We have robust capabilities and produce most of our marketing materials internally. Four examples of internal marketing materials are included in an electronic format. Examples included with this RFP are Play Catalog, SkyWays Catalog, Aquatix Catalog, and Hedra Brochure. In addition, Landscape Structures' entire product line can be viewed and/or downloaded directly from our Virtual Catalogs page on our website. Visit https://www.playlsi.com/en/view-playground-catalogs/ to view the most current version of our catalogs and product brochures.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Landscape Structures uses the latest technology as it relates to our digital footprint. Our public website, playlsi.com, will continue to promote the Sourcewell contract. Our representative organizations rely on PlayCentral, our extranet, as a source of information where all of the contract details and marketing tools are available 24 by 7. We are active participants in social media outlets such as Facebook, Twitter and Instagram, as well as sending regular email communications to our client base. Additionally, we invest in ongoing organic and paid search efforts to improve our visibility to the marketplace. We would use a variety of digital vehicles to promote the Sourcewell contract and are open to, and constantly search for, new outlets to communicate awareness of the contract. In addition, our sales channel uses their websites, social media, email and other local and regional marketing to further the reach of Landscape Structures messages.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our view of Sourcewell's role in promoting an awarded contract is a collaborative one. As we have done in the past, we would request that Sourcewell staff participate in webinars and live meetings with our rep network. We would also continue to ask for assistance with specific agencies when needed. We want to be included in Sourcewell's marketing efforts among other contract holders to bring depth and strength to the program. We also appreciate Sourcewell's participation in conferences specific to our industry such as NRPA. We will continue to collaborate with Sourcewell on new marketing opportunities. Sourcewell is already integrated into our sales process with many of our sales reps leading with Sourcewell as their primary contract vehicle. Our sales leaders would continue to educate and promote the Sourcewell contract to new and existing sales reps. We will update the current Sourcewell specific marketing to further encourage use of the contract.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No. Due to the unique nature of designing play structures and playground environments to meet individual customer needs and comply with government regulations (CPSC, ASTM, ADAAG) applicable to public playgrounds, it is not feasible to provide online ordering. To date, governmental and educational customers have not expressed any interest in purchasing our products and/or services in this manner.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Landscape Structures offers many education and training sessions free of charge. "Playground Safety and Maintenance – Keeping Your Playground Safe and Compliant" is one of the topics provided in our Learning Academy program. Other topics offered are: Designing Natural Play Environments; Inclusive Play; Designing Fitness-Focused Playgrounds. The Landscape Structures Learning Academy provides opportunities to customers to earn CEUs (Continuing Education Units - Park and Recreation) or PDHs (Professional Development Hours - Landscape Architects) and gain valuable information they can use in their everyday work. Landscape Structures is an Authorized Provider by the International Association for Continuing Education and Training (IACET). In obtaining this approval, Landscape Structures has demonstrated that it complies with the ANSI/IACET Standards, which are widely recognized as standards of good practice internationally. As a result of our Authorized Provider status, Landscape Structures is authorized to offer IACET CEUs for its programs that qualify under the ANSI/IACET Standards. IACET is the organization NRPA uses for accreditation. All trainings provided are optional. The trainings are a regular practice at Landscape Structures and available to all Sourcewell members, either in person or online. See attached Learning Academy brochure for more information on courses offered or visit our website at https://www.playlsi.com/en/playground-planning-tools/education/continuing-education-seminars/	*
37	Describe any technological advances that your proposed products or services offer.	Landscape Structures invests heavily in the latest equipment and training to ensure the highest quality play equipment is provided to our customers. Our product development team of 25 professionals is the largest among U.S. based playground manufacturers. Our annual spend on technology exceeds \$4.5M. We implement the latest technology in our manufacturing processes in order for us to improve our service levels and expand our product offering. One example is DigiFuse® technology, which provides vivid, full-color, photo-realistic graphics to create one-of-a-kind playground designs. Images are fused onto metal panels using a proprietary process to create engaging graphical elements for the optimal combination of beauty, durability and play value. We continue to invest in new capabilities that enhance our innovation and allow us to lead the market. To see more of our capabilities, see attached brochures: DigiFuse Inspirations, Concrete Solutions and Custom Playgrounds.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Landscape Structures has a long-standing history of environmental awareness. Through our more than 75,000 playgrounds worldwide, we've helped create healthy kids and a sustainable world. Long before it was fashionable, Landscape Structures built a culture of sustainability, designing products that keep kids active, while going far beyond what was required to protect the environment during manufacturing processes. In fact, we began putting formal environmental processes in place more than 20 years ago, and Landscape Structures received its certification to the ISO 14001 environmental standard more than a decade ago. We are the first playground manufacturer in North America to receive that certification of environmental responsibility. Landscape Structures has been recognized as a Minnesota Waste Wise Leader for its outstanding waste reduction and recycling efforts. We partner with American Forests to plant trees to offset the carbon produced during the manufacturing of every play structure we sell, supporting the planting of more than 350,000 trees since 2010. In 2008, we received the Tekne Green Award for our commitment to sustainability. Landscape Structures believes in and practices building environmentally preferable playground products through one-playground flow manufacturing. "The foremost environmental protection is to design and produce products that last and perform for a very long time." -Steve King, Cofounder and Chairman, Landscape Structures Design • Each person involved in the design and production of our play structures is an owner of the company, and quality and environmental stewardship are integral parts of our culture • Evos® playsystem: No PVC and provides a 30 percent smaller carbon footprint than traditional play structures • Weevos® playsystem: Offers a 17 percent smaller carbon footprint and is 100 percent recyclable at the end of its life. • Recycled Permalene® panels offer post-consumer recycled content of 73 percent. Manufacturing • Green Boards track the environmental aspects and impacts of each stage of production and document improvements made to reduce these impacts • Steel and aluminum arrive cut to length to eliminate waste • High-efficiency light fixtures reduce energy use • Recapture and use heat energy from curing oven • Industry-leading recycling rates for all manufacturing waste Packaging • Individualized, custom installation documents – no wasted pages • Automated wrapping to reduce waste • Most packaging materials are recyclable and are provided with recycling instructions Transportation • Whenever possible, playground equipment shipments are pooled to conserve the use of fossil fuels and limit the production of greenhouse gases	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NA - Landscape Structures does not currently have any third-party eco-labels or certifications in this category.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Landscape Structures is neither a woman-owned business nor a certified small business entity. We do utilize several woman-owned, minority-owned and/or small businesses through our supplier network, sales distribution channel and subcontractors. Our 100% ESOP owned company by definition cannot qualify for certification as a WMBE.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We are particularly proud of our continuous improvement culture at Landscape Structures. This way of doing business measures the quality of our equipment and our total customer experience. "Cool Journey", our formal continuous improvement program, started in the Fall of 1999 and has dramatically improved our lead times, efficiencies and organizational effectiveness. Even though our standard lead time is two (2) weeks on standard products, our "lean" manufacturing practices and one order flow enables us to consistently manufacture an entire order within two days. The two-week lead time is set so that demand on production can be spread out or smoothed. Through our Kaizen events and daily improvement efforts, we have tackled thousands of issues throughout the company; from significantly improving paint line changeover times to decreasing the cost of our annual catalog. In all opportunities, the cross-functional thought and talent of our empowered employee-owners have found innovative solutions to help us run better, faster and smarter. Here is a sample of the improvements we have made that result in providing our customers with a premier experience: • Manufacturing lead-time has been reduced from 40 days to 2 days. • Most replacement parts are shipped out within two business days. We have provided replacement parts on product that was installed in the late 1970s. Promptly responding to replacement part requests reduces the amount of time children can't play on the equipment and significantly reduces the chances of a child getting injured. We have maintained on-time, clean deliveries to our customers over 99.4% of the time for nine years running. No other play equipment manufacturer in the world does this. • If a customer contacts us with a challenge, we document it, trend it and drill down to the source to make sure it does not happen again. • Safety – Kaizen activity has focused on safety and ergonomics since the start of 2009. During one event alone we implemented over 50 improvements! There are many things that distinguish Landscape Structures from our competitors: manufacturing excellence, the highest quality product, and product innovation are a few. Our biggest value to our customers is the total cost of ownership: our product is built to last. We have an unparalleled commitment to Inclusive Play and lead the industry with the movement to create the best play spaces for children of all abilities. We partner with experts and organizations that help us respond to societal issues. Topics such as fighting childhood obesity, bringing nature inspired play opportunities to children, creating multigenerational recreation areas, promoting intense engagement on the playground, exercising the mind and body through innovative play are just a few of the areas we take very seriously. We have capabilities like no other manufacturer to provide custom solutions to playground projects, an emerging trend in our industry. As an ESOP organization, the biggest differentiation Landscape Structures has is our people – a culture of ownership, pride, and continuous improvement.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Product warranties do not cover labor. If purchased through Landscape Structures, installation will be warranted for one year. See attached manufacturer warranties.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, Landscape Structures warranties do not impose usage restrictions.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. Due to the variables impacting travel time and mileage there is no feasible way to calculate these factors to cover all potential situations. Landscape Structures has playground equipment in both highly populated areas as well as very remote locations.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Although a certified technician/installer is not required to replace/install warranty parts on Landscape Structures playground equipment, it is highly recommended. We have a network of certified installers available in all areas of the continental U.S., Alaska and Hawaii. Sourcewell members should contact their local sales representative for assistance with service for warranty repair.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty issues for items made by other manufacturers would be passed on to the applicable equipment manufacturer. However, the bottom line is if the other manufacturer(s) does not support their warranty, Landscape Structures will work with the customer to make it right.	*
47	What are your proposed exchange and return programs and policies?	As an indication of our commitment to customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20 percent restock fee plus all return freight charges will apply to all product returns.	*
48	Describe any service contract options for the items included in your proposal.	Maintenance contracts are offered through some of our sales organizations.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 30 days from invoice date.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Landscape Structures partners with NCL Government Capital (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Landscape Structures and NCL or any other leasing company. In addition, Landscape Structures is not incented financially to use NCL or any other leasing company.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	As we have been doing since April 2017, if awarded, all Sourcewell contract orders will be made directly between the customer and Landscape Structures with service provided through our sales network. Orders will be submitted to the corporate office. Once entered and processed, the customer will receive an order acknowledgement listing all the equipment and/or services they are purchasing along with the scheduled ship date of the order. This allows for internal auditing of each purchase order against the requirements of the contract and insures accurate quarterly reporting.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P-cards are accepted up to \$3,000 at time of order with no additional cost to the customer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Landscape Structures strives to provide a fair and easily understood pricing model. Therefore, we are proposing a single discount percentage off list price (with a volume discount) on our park and playground equipment and a single discount percentage off list price for our Aquatix product line. Aquatix Mechanicals and Design Services and all ancillary products and services are priced on a guaranteed not to exceed model. A complete price list showing list price is attached. Price list includes unique model numbers for all products offered. Since its inception, Landscape Structures goal has been to provide the highest quality and innovative products and services at a fair price while providing exceptional value. Even though value is defined differently by each customer, Landscape Structures strives to attract and retain customers that define it with characteristics such as durability, great service, working with a manufacturer that "does the right thing" irrespective of the wording of the warranty, values relationships and gives back to the community. Throughout its history, Landscape Structures has NEVER had a "sale". Unlike many other manufacturers, we don't inventory finished product so "excess inventory" does not drive our spring or fall pricing. We do not offer "Grant" programs that are merely disguised discounts. We do not utilize a retail pricing model whereby the product is priced above market and offered at a significant "discount" to entice potential buyers to act so they can take advantage of the limited time "discount". Our contract discounts are not intended to be recovered through higher markups on freight, installation or other products and services. When we became frustrated with competitors offering a "lifetime" warranty that included small print restrictions essentially reducing the warranty period to a few years, Landscape Structures began offering a warranty defined in years. The 100-year warranty on certain items seen today originated from this clarification.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Landscape Structures is proposing a six (6) percent discount off list price on Landscape Structures play and shade equipment. We are proposing a five (5) percent discount off list price on Aquatix® by Landscape Structures products. Mechanical and Design Services provided by Aquatix are priced on a line item basis.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	An additional two (2) percent discount off list price on Landscape Structures play and shade equipment is offered for orders exceeding \$80,000 in equipment (total discount of eight (8) percent). No additional discounts are offered for Aquatix. Volume rebate programs will be considered on a case-by-case basis with the Sourcwell member. Landscape Structures would extend that same volume discount program to all Sourcwell members, provided the same or similar volume commitment is given.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Landscape Structures local sales representatives work closely with individual customers to determine their unique playground project needs. Once the needs are identified, the sales representative works with local suppliers to propose applicable sourced products/equipment and services to provide a turn-key project. Installation services offered through our certified installer network is provided on a "not to exceed" percentage of list price of Landscape Structures equipment on a state-by-state basis. Sourced product/equipment and related services will be quoted on a cost-plus basis not to exceed a 25% margin. Landscape Structures custom products are quoted on a per project basis and receive the same discount applied to our standard equipment. Landscape Structures PebbleFlex® and AquaFlex® surfacing systems are quoted on a per project basis.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Bonding is not included in pricing. If bonding is required, the cost is 3% of the purchase order total payable to Landscape Structures. Also excluded are installation services, site preparation, unloading of equipment upon delivery, safety audits and inspections. All of these services can be contracted through Landscape Structures and they will be provided by qualified independent, third party vendors/contractors.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	To best serve our customers and provide them the best price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders which contain over-sized components that have been identified by our shipping department Once Landscape Structures receives an order, the product is entered in the computerized scheduling system. Based on the product ordered, a ship date is scheduled. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. The Scheduled Ship Date is included on this acknowledgement, which is mailed and/or emailed directly to the customer. If there are any conflicts with the shipping schedule, the customer works with their local sales representative to coordinate any adjustments. Landscape Structures has a 99.8 percent on-time shipping rate. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution for the customer. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order at a later date agreed upon by the customer and possibly expediting the shipment to meet the customer's requirements.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping, delivery, exchange and return programs for Alaska, Hawaii and other offshore orders are treated in the same manner as orders shipping to the continental United States with the exception of ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint cannot be shipped with the product, so it is shipped via air freight.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Landscape Structures prides itself on how it packages its products. We go to great lengths to ensure the product is delivered to the site undamaged. Landscape Structures will work with individual customers to accommodate any special shipping requirements. Individually marked hardware packets create efficiency for installation and accuracy of contents.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All Sourcewell customer orders will be directly invoiced by Landscape Structures. As orders are received and submitted into our order processing system, they will be flagged as Sourcewell contract orders. A daily report is generated alerting our Contract Administrator of all contract orders keyed the previous day. This contract coding is also the basis for all quarterly reporting and administrative fee payments. All discounts on orders require a discount code which provides another checkpoint to ensure the order has received pricing in compliance with the contract. The Sourcewell discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing. All order keyers and accounting personnel are trained to review orders for contract compliance. Landscape Structures shares the responsibility for the contract discount with the local sales representative. If they fail to submit the order correctly, they do not receive Landscape Structures' share of the discount and must cover the entire amount themselves. This provides a monetary incentive for the sales representative to submit the order with the correct contract information. As an approved supplier on the Sourcewell contract for the past 3-½ years, we are unaware of any instances of non-compliance with the contract. We have incorporated the necessary controls to ensure compliance.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Landscape Structures is respectfully proposing consideration of a 1.5% administrative fee on the net sales price of all products and services (excluding freight, bonding fees and taxes). Even though we believe the current 2% fee is not a major deterrent, internally marketing the lower fee to our sales channel will make the Sourcewell contract that much more attractive for them to promote over other contracts in our portfolio.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Landscape Structures is offering a turn-key solution to the marketplace need for playground and recreation-related equipment, accessories and supplies. Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports & fitness equipment, site furnishings and splashpads. Turnkey services are offered to include design and site consultation, installation and site construction services. To complement and enhance park and playground projects, we can provide turn-key solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, waterplay, and independent safety audits. These are sourced products and services.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Playgrounds Recreation Shade Playground surfacing Outdoor exercise equipment Site amenities or furnishings such as picnic tables, benches and trash receptacles Aquatic solutions and splash pads

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered*	Comments
66	Playground equipment, site furnishings, site amenities, and accessories.	☒ Yes ☐ No	Landscape Structures' products include playground equipment for all ages and abilities. Children ages 6 to 23 months are gaining strength, stability and motor skills, along with a host of other physical and cognitive skills. At ages 2 to 5, children are developing physical play and are thinking more creatively. We have many playground designs that offer age-appropriate play to test their motor skills, strength, agility and more. Equipment includes Weevos®, arches with no prescribed entry points; PlayShaper®, playgrounds scaled for preschoolers and PlaySense® and Smart Play®, preconfigured toddler playgrounds Our PlayShaper®, Smart Play®, Weevos®, PlaySense® and Smart Play® playsystems support physical and cognitive development by following standard learning curricula for infants, toddlers and preschoolers. They're also designed to meet the unique safety needs of these age groups Kids ages 5 to 12 need physical and mental challenges while they play. Our commercial playground equipment for 5- to 12-year-olds help them develop balance, coordination, muscle endurance, problem-solving skills, social skills and much more. Equipment includes Evos®, gyroscopic-shaped playground equipment; PlayBooster®, our gold standard in playground design, and PlaySense® and Smart Play®, preconfigured playgrounds Kids 13+ love to stay active through play. We offer a wide variety of playground activities that meet the needs of this group to keep them engaged and challenged. From challenging net climbers to outdoor fitness products, you'll find choices that this hard-to-please age group will love. Site Amenities and Furnishings include shade structures, picnic tables, benches, trash receptacles and more—all designed to coordinate with your playground. Choose from our, Nature-Inspired Collection, Vivid Collection and more. The right pieces will create a clean, safe and welcoming spot for the whole community.

67	Water play and aquatic recreational structures and equipment.	☒ Yes ☐ No	With nearly 35 years of water experience, Aquatix (formerly Aquatic Recreation Company) is a leader in water feature, splash park, and spray park design, fabrication and construction. Pioneering integrated recirculation systems, the company provides a sustainable solution that empowers hours of innovative activity without water consumption limits, and the only manufacturer to offer a completely UL Listed system. By joining forces with leading playground equipment manufacturer Landscape Structures, Aquatix applies the ground-breaking design and innovation they are known for to the creation of imaginative new water experiences. Both Aquatix and Landscape Structures lead the way in forward thinking design, leadership in the industry, and all-around play knowledge. Designed and engineered in-house, Aquatix focuses on creating interactive water park and splash pad products that encourage kids to experience water in novel ways. From aim-and-sprays to dumping buckets, ground sprays and much more, our water products provide an inclusive, sensory-rich play experience in water for children of all ages and abilities. Aquatix products meet or exceed ADA standards of accessibility for inclusive water play. Recycled materials and earth conscious manufacturing practices make Aquatix a leader in sustainability in aqua play products. Even more, Aquatix offers versatility by being a water play design and engineering company that uses stainless steel, fiberglass, and GFRC materials.
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68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	☒ Yes ☐ No	Landscape Structures surfacing options include PebbleFlex® 2.0, a Landscape Structures product provided by Surface America, which combines the benefits of design, technology and safety into one revolutionary, high-performance breakthrough surfacing solution and AquaFlex® Porous Water Play and Pool Surfacing - Surfacing Solutions for Outdoor Water Play Areas. AquaFlex® Porous, a Landscape Structures product provided by Surface America, is the most common application for outdoor water play environments, such as municipal water play areas, splash pads and pool decks, as it allows water to penetrate through the surface. Even more, it helps evacuate water off the surface to allow for better traction. Landscape Structures combines the benefits of design, technology and safety into a revolutionary, high-performance breakthrough surfacing solution. AquaFlex® is the best surfacing option for your water play and pool deck needs.	*
69	Services related to the solutions above.	☒ Yes ☐ No	Landscape Structures, and our local sales channel, partners with manufacturer-certified playground installers and local contractors to provide installation services and other site work related to your playground project to provide turn-key solutions. These relationships mean the customer receives the benefit of best pricing available.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Landscape Structures' sales leadership team uses Power BI to obtain current information on contract usage. The finance team also provides quarterly and annual contract usage reports to the executive and sales leadership teams. All contract sales are coded for easy data retrieval. Reporting shows how the contract is doing against company sales by month, quarter and against previous years. It provides sales data segmented geographically and by sales organization. In addition, it provides a comprehensive list of sales by order size and repeat customers. This reporting allows us to see where the contract is strongest and areas across the country that our sales leadership team can focus on to increase usage of the Sourcewell contract.
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	We believe good design matters. Whether realized or not, design affects our perceptions and experiences. Our environment influences how we engage, learn and develop. A playground is a social space, and every child is different. We design with these differences in mind, in ways that respect and honor each pathway, while offering fun and exciting new challenges. There's nothing better than seeing a child's curiosity rewarded with the joy of discovery. Safety is Our Top Priority. Kids are always finding new and inventive—but not necessarily safe—ways to play on or around playground equipment. And while they may scrape an elbow or bruise a shin, it's important to take steps to eliminate the risk of more serious mishaps. We make playground safety a top priority at Landscape Structures, and we'll help keep kids safe with our age-appropriate products, safety surfacing and shade systems. We certify our products comply with standards to help keep your kids safe while they play.

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

All standard products covered under the scope of the Standard in our 2020 (and upcoming 2021) Playground Catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487-17 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify product certification, visit www.ipema.org.

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

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

Landscape Structures received our ISO 9001 certification in 1996 and were the first U.S. commercial playground equipment manufacturer to achieve this standard. In 1998, we were certified to ISO 14001 as the first U.S. playground equipment manufacturer and seventh company in the state of Minnesota to achieve the highest standard for conservation and recycling process. We comply with the latest versions of both the 9001 and 14001 standards for both our play and shade divisions.

What this means is that you can purchase park and playground equipment from us with confidence because we have processes in place to manufacture a quality product while being conscious of how we are impacting the environment.

We offer a playground safety program to help teach elementary school students the importance of safe play. The program, featuring the Super Safety Team, Guardians of the Playground, contains practical tools for schools.

In addition, Landscape Structures has developed and made available Continuing Education Sessions approved by both the International Association for Continuous Education and Training (IACET) and the Landscape Architecture Continuing Education System™ (LA CES). Sessions related to safety include the following:

- Maintaining Safe Play Environments
- Play it Cool: Have Fun in the Sun with Shade
- Designing a Safe Spray Park

Inclusive Play Allows Children of All Abilities to Grow Together. We believe all kids are created equal. That's why we create play environments using inclusive playground equipment that welcome kids and families of all abilities to learn, play and grow together.

Inclusive Play Design Philosophy: Our inclusive playground designs promote A Higher Level of Inclusive Play® by addressing accessibility, age and developmental appropriateness and sensory-stimulating activity.

Our team of designers follows the Seven Principles of Universal Design to create a playground that best fits the needs of those in your community:

1. **Equitable Use.** The design is useful to people with diverse abilities.
2. **Flexibility in Use.** The design accommodates a wide range of individual preferences and abilities.
3. **Simple and Intuitive Use.** Use of the design is easy to understand regardless of the user's experience, knowledge, language skills or current concentration level.
4. **Perceptible Information.** The design communicates necessary information effectively to the user regardless of ambient conditions or the user's sensory abilities.
5. **Tolerance for Error.** The design minimizes hazards and the adverse consequences of accidental or unintended actions.
6. **Low Physical Effort.** The design can be used efficiently and comfortably.
7. **Size and Space for Approach and Use.** Appropriate size and space are provided for approach, reach, manipulation and use regardless of user's body size, posture or mobility.

Universal Design is a framework for the design of environments, products, buildings, ideas and more with the express goal that they be usable by the widest range of abilities. This framework influences our Inclusive Play Design Philosophy to ultimately increase access, safety, comfort and social participation within our play environments.

		To help achieve our goals, Landscape Structures works with the following partners because we believe in what they are doing to create equity through play. Giving all children the opportunity to play together teaches them about their differences and their commonalities, thus eliminating bias. • Sensory Processing Disorder (SPD) Foundation and STAR Center • Inclusion Matters® by Shane's Inspiration • The Miracle League® To learn more about our Inclusive Play Partners, visit our website at https://www.playlsi.com/en/playground-design-ideas/inclusive-play/partnerships/
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	Landscape Structures' Design Philosophy: Creating Space for Future Leaders We believe Design Matters. Play Matters More.® For us, design refers to what a play structure looks like as much as it does to the play value built into it. We simply cannot design one without the other. And for one good reason: Play value is what creates return visitors. That's why Landscape Structures designs play environments to be newly fresh and exciting upon every visit. Children enjoy a hive of activity that sparks the imagination, facilitates discovery and lends itself to new adventure. Integrated play opportunities ensure that there are always multiple options for a child's next move. Inclusive play spaces encourage children of all abilities to play alongside one another. And so we ask ourselves: Is it extremely fun? Once a playground has captured a child's attention, does it hold their attention better than a video game? Does it cause them to return on a regular basis? Do they bypass other playgrounds to get to it? Does it imprint itself upon their memory and become part of their childhood story? When those answers are yes, a destination playground has become a legend. By design. A Customized Experience – No company has more design talent, material options, advanced manufacturing capabilities or can provide more guidance to bring a unique destination to life. We learn about goals and vision, and work collaboratively to make it real. Whether a distinctive landscape, historical homage, custom fantasy or abstract wonderland, our design inspiration can jumpstart imagination. We strive to build something iconic together that will engage communities for decades. Landscape Structures has a long history of innovation and custom offerings. With our concrete operations, shade/heavy play capabilities as well as our basic manufacturing operations we have the ability to design and build almost anything our customers can imagine. We have a dedicated team of Custom Engineers and Custom Designers whose dedicated purpose is to design what the customer has envisioned. Whether the request is something as simple as adding a school logo or school colors to the play structure, creating a unique signage or as comprehensive as creating a completely unique themed playground we have the staff in place to make dreams come true.

73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	ISO: Landscape Structures is certified to the latest versions of both the 9001 and 14001 standards for both our play and shade divisions: • ISO 9001:2015 standard has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality • ISO 14001:2015 standard drives us toward operating in a manner that is environmentally conscious AISC - Certified Fabricator: Our SkyWays® shade products are certified to the American Institute of Steel Construction (AISC), which demonstrates our commitment to building in quality from the beginning. By complying with the rigorous standards established by the most recognized national quality certification program for the structural steel industry, you can feel confident about the superior quality of our shade products. The Consumer Product Safety Commission (CPSC) is a governmental organization that provides technical safety guidelines for designing, constructing, operating and maintaining public playgrounds. It is our opinion we conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010 with noted exceptions. Additionally, we meet or exceed the CPSC's Consumer Products Safety Improvement Act (CPSIA) of 2008. The CPSIA specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare products. CSA Group: Nearly all of our playground and park equipment is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA. IACET: We are approved as an Authorized Provider of continuing education and training by the International Association for Continuing Education and Training (IACET). IPEMA: We're proud to be a founding member of the International Play Equipment Manufacturers Association (IPEMA™), a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment. In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services, administered by TÜV SÜD America, validate our certification of conformance to the standards referenced below. • ASTM F1487-11, excluding sections 7.1.1, 10 and 12.6.1 - Standard Consumer Safety Performance Specification for Playground Equipment for Public use • CAN/CSA-Z614-07 excluding clauses 9.8, 10, and 11 - Children's Playspaces and Equipment Most of our playstructures are also designed to comply with the 2010 ADA Standard for Accessible Design.
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Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		NO EXCEPTIONS REQUESTED

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Elaine Harkess, Contract Administrator, Landscape Structures Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☒	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☒	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☒	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☒	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☒	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☒	2

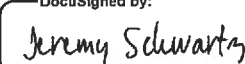


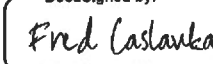
CONTRACT EXTENSION

Contract Number: #010521-LSI

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Landscape Structures, Inc. (Vendor) 601 7th Street S., Delano, MN 55328 have entered into Contract #010521-LSI for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/23/2023 | 10:53 AM CDT

Landscape Structures, Inc.
DocuSigned by:

By: 1A3A8DB86566403...
Fred Caslavka
Title: CFO
Date: 9/25/2023 | 12:40 PM PDT

Landscape Structures, Inc.

Playground, shade, and splash play equipment for parks

#010521-LSI
Maturity Date: 2/17/2026
Website: playlsi.com/contracts-preferred-vendors 

Products & Services	▼
Buy Sourcewell	
Documents	
Contact Information	

-  [Contract](#) 
-  [Contract Extension](#) 

Competitive Solicitation Documentation

-  [Request for Proposal \(RFP\)](#) 
-  [Proof of Publication](#) 
-  [Proposal Opening Record](#) 
-  [Proposal Evaluation](#) 
-  [Comment & Review](#) 
-  [Board Resolutions](#) 

Pricing Documentation

Information in this file is subject to change

-  [Contract 010521-LSI-Price Information](#) 

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 ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned Brant Dennis,
(Enter Name of Person Making Certification)

as VP of Finance,
(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 MN 1971
(State of Incorporation) (Date of Incorporation)

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned [☐] Small Business [☐] (SBA standards)
Women-Owned [☐] Prefer not to disclose [☐]
Veteran-Owned [☐] Not Applicable [☒]
Disabled-Owned [☐]

How are you certifying? Certificates Attached [☐] Self-Certifying [☐]

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned [☐] Small Business [☐] (SBA standards)
Women-Owned [☐] Prefer not to disclose [☒]
Veteran-Owned [☐] Not Applicable [☐]
Disabled-Owned [☐]

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes ☒ No ☐

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

4) 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.

5) 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."

6) 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.

7) 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.

8) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes ☐ No ☒

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:

9) **TAX COMPLIANT:** Yes ☒ 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

Brant Dennis

Name of Authorized Officer

VP of Finance

Title

3-12-25

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/25/2025

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

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

PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Landscape Structures, Inc. 601 7th Street South Delano MN 55328 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: Markel American Ins Co</td><td>28932</td></tr><tr><td>INSURER C: Crum & Forster Indemnity Co</td><td>31348</td></tr><tr><td>INSURER D: United States Fire Insurance Co.</td><td>21113</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Markel American Ins Co	28932	INSURER C: Crum & Forster Indemnity Co	31348	INSURER D: United States Fire Insurance Co.	21113	INSURER E:		INSURER F:	
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INSURER D: United States Fire Insurance Co.	21113														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 570111022478**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Incl. GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			G47470183001 GL & Products Liability SIR applies per policy terms & conditions	06/01/2024	06/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			133-756807-5	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			MKLM6MM70000929	06/01/2024	06/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4087470132	06/01/2024	06/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

The Village of Orland Park, their respective officers, trustees, directors, officials, employees, volunteers and agents are included as Additional Insured for General/ Product Liability policy only as respects their interest in the operations of Landscape Structures Inc. regarding the contract for Playground Renovations - Purchase and Installation, Village of Orland Park, IL. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability and workers' Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER Village of Orland Park Attn: Dan Letourneau 14700 S Ravinia Avenue Orland Park IL 60462 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc.</i>
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ACORD 25 (2016/03)

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Holder Identifier :

Certificate No : 570111022478

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
As required by written contract signed by both parties prior to loss.	
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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):

Teal Lake Insurance Company

As required by written contract signed by both parties prior to loss.

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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
LIQUOR 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 – 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
As required by written contract signed by both parties prior to loss.	All Locations
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06-01-24** Policy No. **4087470132**

Endorsement No.

Insured **LANDSCAPE STRUCTURES, INC. BASICS, INC. KING HOL**

Premium \$ **INCL.**

Insurance Company **UNITED STATES FIRE INSURANCE COMPANY**

Countersigned By _____



ORLAND PARK



Contractual Risk Transfer Evaluation Summary

Date 3/4/25

Vendor/Contractor Name: Landscape Structures, Inc.
 Contract/Project Name/ #: Playground Equipment Purchase & Installation
 Contract Type: ☒ Contractor ☐ Prof. Svcs ☐ Goods Only ☐ MSA
 MSA Title _____
 Type of Work: Playground Equipment
 Contract/Project Summary: **Playground Equipment Purchase & Installation**
 Policy Expiration Date: 6/1/25

Required Coverages/Limits – Per Contract:

General Liability:	\$1 million	\$2 million General Agg.	Other: \$2m/\$4m	☒ Yes	☐ No	☐ NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$5M/\$5M	☒ Yes	☐ No	☐ NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	☒ Yes	☐ No	☐ NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	☒ Yes	☐ No	☐ NA
Prof. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Env. Liability:	\$1 million	\$2 million	Other:	☐ Yes	☐ No	☒ NA
Exc./Umb. Prof.				☐ Yes	☐ No	☒ NA
Excess/Umb GL				☐ Yes	☐ No	☒ NA
Cyber Liability:	\$500,000	\$1 million	Other:	☐ Yes	☐ No	☒ NA
Builders Risk:	Completed Project Value		Other:	☐ Yes	☐ No	☒ NA
Other:			Other:	☐ Yes	☐ No	☐ NA

Compliant:

Required Endorsements:

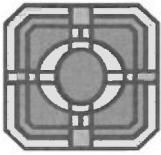
ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	☒ Yes	☐ No	☐ NA
ISO Additional Insured – Completed Operations (CG 20 37)	☐ Yes	☐ No	☒ NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: _____	☐ Yes	☐ No	☒ NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form: _____	☒ Yes	☐ No	☐ NA
Waiver of Subrogation - General Liability	☒ Yes	☐ No	☐ NA
Waiver of Subrogation – Workers' Compensation	☒ Yes	☐ No	☐ NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: ☒ Yes ☐ No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable ☒ Not Acceptable ☐



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0133

File ID: 2025-0133

Type: MOTION

Status: PASSED

Version: 0

Reference:

Controlling Body: Board of Trustees

File Created Date : 02/10/2025

Agenda Entry: 2025 Playground Renovations - Purchase and Installation

Final Action: 02/17/2025

Title: 2025 Playground Renovations - Purchase and Installation

Notes:

Sponsors:

Res/Ord Date:

Attachments: Proposal - Landscape Structures, Sole Source Request Form-Playgrounds

Res/Ord Number:

Drafter:

Hearing Date:

**Department
Contact:**

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	02/10/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	02/17/2025	APPROVED				Pass

Text of Legislative File 2025-0133

..Title

2025 Playground Renovations - Purchase and Installation

History

There are fifty-four (54) playgrounds spread across sixty-six (66) park and facility sites in the Village. According to the 2020 NRPA Agency Performance Review, which highlights characteristics of America's local public park agencies, a community with a population range between 50,000 to 99,999 has on average one (1) playground for every 3,859 residents. With a population of roughly 60,000, the Village of Orland Park fairs substantially better, with one (1) playground for every 1,111 residents.

According to the U.S. Access Board and the National Center on Accessibility, a typical public playground is designed to be in place for ten to twenty (10-20) years. It should be noted that while some Village playgrounds have surpassed that average life span,

Village playgrounds are maintained to the highest possible safety standards. A Certified Playground Safety Inspector (CPSI) from the Public Works Department inspects and reports on each playground on a monthly basis, and all hazards and other issues are addressed promptly.

The Public Works Department currently employs five (5) Certified Playground Safety Inspectors (CPSI). Upon completion of each playground, a Village CPSI audits all work to ensure compliance with manufacturer requirements and national playground standards. Once approved by a Village CPSI, playgrounds are opened to the public for all to enjoy.

Since 2020, the Village has renovated twenty-six (26) playgrounds based on data outlined in the "2019 Village Park Assessment" and subsequent "2023 Playground and Pavilion Assessment". The 2019 Assessment was used to help determine which playgrounds would be renovated from 2020-2023 and provided a comprehensive look at the condition of the Village's parks, while the goal of the "2023 Playground and Pavilion Assessment" was to provide a roadmap for the next five (5) years (2024-2028) for playground and pavilion renovations. The 2023 Playground and Pavilion Assessment is available for public review via the Public Works website.

Playground Funding

The Village's 5-Year Capital Budget includes funding for sixteen (16) playground and ten (10) pavilion renovations between 2024 and 2028 as detailed below:

2024

Playgrounds: Colonial, Frontier, Mallard Landing and Treetop Parks

Pavilions: Brown (new), Cameno Real (new), Capistrano (replacement), and Country Club Estates (replacement) Parks

2025

Playgrounds: Country Club Estates, Laurel Hill, Eagle Ridge III, Doogan and Schussler Parks

Pavilions: Doogan (new) and Helen (replacement) Parks

2026

Playgrounds: Evergreen View, Grasslands, and Helen Parks

Pavilions: Eagle Ridge III (replacement) and Evergreen View (replacement) Parks

2027

Playgrounds: Crystal Creek, Equestrian, and Fountain Hills Parks

Pavilions: Frontier (replacement) and Veterans (replacement) Parks

2028

Playgrounds: Deer Point Estates and Wlodarski Parks

Pavilions: Crescent Park (depending on development plans for the Triangle)

It should be noted that Playground and Pavilion renovations are presented to the public

and Recreation Advisory Board (RAB) on an annual basis, and as such, the proposed renovation list is subject to change.

2025 Proposed Playground Renovations

The Village's FY2025 budget includes funding for four (4) playground renovations, which based on data from the 2023 Playground and Pavilion Assessment, includes Country Club Estates, Laurel Hill, Eagle Ridge III, and Doogan Parks. The renovation of the playground at Schussler Park is part of a larger renovation of the park, and has been budgeted/reviewed separately from the 2025 Playground Renovations (see 2023-1001).

The full scope of work of these renovations includes new playground equipment, new engineered wood fiber (wood mulch), improved edge restraints, new site amenities, and ADA improvements. A description of proposed playground improvements and a map of the location of these parks are provided as an attachment to this report.

Public Notification of Proposed Improvements

To notify residents of the proposed playground improvements, postcards were sent to the three hundred and thirty-seven (337) residents who live within three hundred (300) feet of the parks where improvements are proposed. Postcards included general information about the proposed improvements, as well as a QR Code that links to the website where more detailed information was available. A survey was posted on the Public Works website for residents to vote on their preferred playground option (1 or 2) and provide comments regarding the improvements. An invitation to the February 4, 2025, Recreation Advisory Board (RAB) meeting was also included.

At the RAB meeting on February 4th, held at the Civic Center, Public Works Staff presented all proposed playground and pavilion improvement projects to the public and RAB members. Survey results were presented for each park. No residents attended the meeting. Ultimately the RAB voted on each of the proposed playground options and a final recommendation was made for each park, as summarized below:

Playgrounds

Country Club Estates Park: Option 1 (no changes proposed)

Laurel Hill Park: Option 2 (no changes proposed)

Eagle Ridge III Park: Option 1 (no changes proposed)

Doogan Park: Option 2 (no changes proposed)

Pavilions

Helen and Doogan Parks: No changes proposed

The RAB-recommended options aligned with the preferred options of residents as indicated on the online survey results. The playground proposal described below, which is attached for approval, reflects the updated playground selections voted on and recommended by the members of the Recreation Advisory Board.

Playground Proposal

A co-op proposal from Landscape Structures Inc. (LSI) for the purchase and installation of the aforementioned playground improvements is attached for review. The proposal was facilitated by Landscape Structures' local vendor, NuToys Leisure Products. The proposal includes an 8% discount on playground equipment based on the co-op pricing offered via Sourcewell Contract # 010521-LSI. The co-op discount is typically 6%, but because of the volume of equipment purchased, the Village will receive an 8% discount. The proposed contractor site work has been competitively bid by NuToys and is based on prevailing wage rates. This is the same proposal process that has been used since 2020 for playground improvements.

The scope of LSI's proposal includes: new playground equipment, professional playground installation, safety surfacing (mulch) removal and replacement, edge restraint (border) removal and replacement, and the installation of access ramps per the ADA. It should be noted that, due to long lead times, approval for the purchase of the pavilions that will be installed in 2025 were purchased in December 2024 (see 2024-0863).

To complete the proposed playground renovations, the Village utilizes LSI as the general contractor to ensure the playground equipment, safety surfacing, and concrete work is installed correctly by certified local contractors. The Village would work closely with Landscape Structures' local vendor, NuToys Leisure Products, on a day-to-day basis during the duration of the project. This is the same arrangement used by the Village since 2020 which has provided an efficient and effective means of completing the scope of work. Since 2020, procurement of equipment was completed on schedule and the installation of all work exceeded Staff's expectations for quality and attention to detail.

LSI has also used this type of co-op purchasing/installation services contract with several other local municipalities, including the City of Lake Forest, Arlington Heights School District, Buffalo Grove Park District, Algonquin School District 300, Niles Park District, West Aurora School District, Peoria Park District, and Naperville School District 203.

As such, Staff recommends approving the proposal from Landscape Structures Inc. for the 2025 playground equipment purchase and installation for \$776,632.00.00. A 2% contingency of \$15,533.00 is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time the contract was signed. As such, the total requested approval is for an amount not to exceed \$792,165.00.

This agenda item is being considered by the Committee of the Whole and the Village Board of Trustees on the same night.

Financial Impact

Funding in the amount of \$555,000.00 were budgeted in 2025 in account 3008010-470250 for playground renovations at Country Club Estates, Laurel Hills and Eagle Ridge III. Funding in the amount of \$250,000.00 was budget for the renovation of the Doogan Park playground in 2025 in the same account. As such, the total amount budget for playground renovations in 2025 is \$805,000.00.

Recommended Action/Motion

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Sourcewell pursuant to Contract # 010521-LSI and authorize the approval and execution of a vendor contract with Landscape Structures, Inc. for the 2025 Playground Renovations - Purchase and Installation, based on Landscape Structures, Inc.'s proposal dated February 5, 2025, for \$776,632.00 plus a \$15,533.00 contingency, for a total not-to-exceed contract price of \$792,165.00;

AND

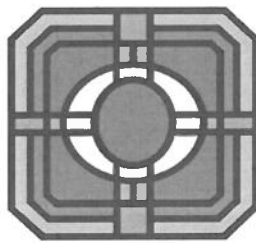
Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Allow the Village Manager to approve change orders related to the contract.

VILLAGE OF ORLAND PARK

*14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org*



Meeting Minutes

Monday, February 17, 2025

7:00 PM

Village Hall

Board of Trustees

Village President Keith Pekau.

Village Clerk Brian L. Gaspardo

*Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Sean Kampas, Brian Riordan and Joni Radaszewski*

2025-0133 2025 Playground Renovations - Purchase and Installation

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Sourcewell pursuant to Contract # 010521-LSI and authorize the approval and execution of a vendor contract with Landscape Structures, Inc. for the 2025 Playground Renovations - Purchase and Installation, based on Landscape Structures, Inc.'s proposal dated February 5, 2025, for \$776,632.00 plus a \$15,533.00 contingency, for a total not-to-exceed contract price of \$792,165.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Allow the Village Manager to approve change orders related to the contract.

This matter was APPROVED on the Consent Agenda.

Respectfully Submitted,

/s/ Brian L. Gaspardo

Brian L. Gaspardo, Village Clerk

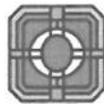
MAYOR

Keith Pekau

VILLAGE CLERK

Brian L. Gaspardo

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org

**ORLAND
PARK****VILLAGE HALL****TRUSTEES**

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radoszewski

February 24, 2025

Elaine Harkess
Landscape Structures Inc.
601 7th Street South
Delano, MN 55328

NOTICE OF AWARD – 2025 Playground Renovations – Purchase and Installation

Dear Ms. Harkess,

This notification is to inform you that on February 17, 2025, the Village of Orland Park approved awarding Landscape Structures Inc. the contract in accordance with the proposal dated February 5, 2025, for the 2025 Playground Renovations for an amount of \$776,632.00 plus a \$15,533.00 contingency, for a total not to exceed contract price of seven hundred ninety-two thousand one hundred sixty-five dollars and 0/100 (\$792,165.00). The contingency may not be spent without prior written approval by the Village through a Change Order Request.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 10, 2025.

- Submit electronically a Certificate of Insurance and endorsements from your insurance company in accordance with all of the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com.
- Performance and Payment Bonds dated February 24, 2025, are to be submitted to Ivana Lisnich, Management Analyst, at 15655 S. Ravinia Ave, Orland Park, IL 60462.
- Please sign and return the enclosed Insurance Requirements form and Certificate of Compliance.

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted to Ivana Lisnich, Management Analyst at ilisnich@orlandpark.org and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of

Award. If you have any questions, please do not hesitate to call me at 708-403-6108 or e-mail me at mmazza@orlandpark.org.

Sincerely,

A handwritten signature in black ink, appearing to be 'Mike Mazza', written in a cursive style.

Mike Mazza
Operations Manager – Natural Resources and Facilities

MAYOR

Keith Pekau

VILLAGE CLERK

Brian L. Gaspardo

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TRUSTEES

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Joni J. Radaszewski

April 15, 2025

Elaine Harkess
Landscape Structures Inc.
601 7th Street South
Delano, MN 55328

NOTICE TO PROCEED – 2025 Playground Renovations – Purchase and Installation

Dear Ms. Harkess,

This notification is to inform you that the Village of Orland Park has received the electronic contract, bonds and insurance documents in order for work to commence on the above stated project.

Please contact me at 708-403-6108 to arrange the commencement of the work.

The Village has processed a Contract Record Number 20250194 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accounts payable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Record Number.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities

