



**PUBLIC MEETING NOTICE AND AGENDA  
PARKS AND RECREATION BOARD MEETING**

**ARRIL 2, 2020  
6:30 p.m.**

**AGENDA**

1. Call to Order
2. Roll Call
3. Public Comment on Agenda Items Only
4. Approval of March 5<sup>th</sup>, 2020 Park & Recreation Board Meeting Minutes
5. Old Business
  - A. Horner Park Playground Replacement Selection
  - B. Echo Park Playground Replacement Selection
  - C. Edward Hynes Park Playground Replacement Selection
  - D. Richard Taylor Park Skate Park Replacement Selection
6. New Business
  - A. Facility Use Policy
7. Staff Reports
8. Trustee Liaison Report
9. Member Comments
10. Audience Participation

The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
11. Adjournment

**MEETING LOCATION**

Due to the Governor's order restricting gatherings of people, and in an effort to minimize the potential spread of COVID-19, this meeting will take place remotely using GoToMeeting.com. To join this meeting from your computer, tablet or smartphone, please click the link below, dial the number below and when you join the meeting, please announce yourself as a member of the public. If you wish to comment, you will be allowed to do so during the public comment portion of the meeting.

**PLEASE CLICK THE LINK BELOW**

<https://global.gotomeeting.com/join/316337637>

**PLEASE DIAL THE NUMBER BELOW**

United States: +1 (646) 749-3122  
Access Code: 316-337-637

*The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.*

Posted By:

Date:

Time:



**VILLAGE OF LAKE IN THE HILLS  
PARKS & RECREATION BOARD MEETING  
March 5th, 2020**

The Parks & Recreation Board meeting was called to order at 6:30 p.m. at the Lake in the Hills Village Hall Board Room. Those present were Members Wackerlin, Cairns, Sivakumar, Andrea, Anderson, Sandage and Chairwoman Tredore. Also present were Director of Community Services Fred Mullard, Director of Public Works Dan Kaup, Management Analyst Peter D’Agostino, Superintendent of Public Properties Scott Parchutz, Recreation Supervisor Kristi Brewer and Customer Service Specialist Megan Schnaebeler.

**PUBLIC COMMENT ON AGENDA ITEM**

None

**APPROVAL OF MINUTES**

A motion to approve the minutes of the Parks & Recreation Board meeting of February 6<sup>th</sup>, 2020 was made by Member Anderson and seconded by Member Andrea. The motion was approved by a voice vote of 7-0.

**OLD BUSINESS**

None

**NEW BUSINESS**

Management Analyst Peter D’Agostino opened the discussion with a brief explanation of the replacements and public surveys completed regarding replacement options. Analyst D’Agostino requested members provide Village staff with their top three concepts for each replacement. D’Agostino continued stating that Village staff will obtain bids for the top three concepts of each playground and will resume discussion at the April 2<sup>nd</sup>, 2020 Parks & Recreation Board meeting. D’Agostino indicated that at the April 2<sup>nd</sup>, 2020 meeting Members will be asked to narrow down their selection to one concept per playground replacement and these choices will then be presented to the Board of Trustees at the April 21<sup>st</sup>, 2020 Committee of the Whole meeting.

**A. Selection of Contractors to Bid for Horner Park Playground Replacement:** Chairwoman Tredore opened the discussion by asking the audience if there was any feedback or recommendations for the Horner Park Playground Replacement. There were no comments. Voting commenced among the Members. Member Sandage voted for concept numbers three, six and eight. Member Anderson voted for concept numbers six, seven and eight. Member Andrea voted for concept numbers three, five and eight. Chairwoman Tredore voted for concept numbers six, seven and eight. Member Sivakumar voted for concept numbers five, six and seven. Member Cairns voted for concept numbers three, seven and eight. Member Wackerlin voted for concept numbers three, eight and four. Member Sivakumar inquired if one of the four swings offered in concept number three could be exchanged for a wheelchair or ADA compatible swing. Superintendent of Public Properties advised that all concepts are ADA approved and that the change is possible. Member Sandage inquired if colors could be included in the April RFP for final selection. Management Analyst D’Agostino indicated that it will be included in the final RFP for April’s meeting. Member Anderson informed staff that the desired handicap access includes ramps so children are able to access and play on the equipment with other children. Management Analyst D’Agostino acknowledged the request. Final votes for Horner Park were concept numbers three, six and eight.

**B. Selection of Contractors to Bid for Echo Park Playground Replacement:** Chairwoman Tredore opened the discussion by asking the audience if there was any feedback or recommendations for the

Echo Park Playground Replacement. Lake in the Hills Resident, Allie Kreuz, advised that her top selections for Echo Park are concept numbers one, two and eight. Kreuz also indicated that a mom and tot swing would be a nice feature if possible. Chairwoman Tredore inquired on the resident's opinion of Ken Carpenter Park. Kreuz indicated that she was aware of and understands the reason behind the design but dislikes the changes to the park. Voting commenced among the Members. Member Sandage voted for concept numbers one, three and eight. Member Anderson voted for concept numbers six, eight and nine. Member Andrea voted for concept numbers five, six and eight. Chairwomen Tredore voted for concept numbers three, six and eight. Member Sivakumar voted for concept numbers five, six and eight. Member Cairns voted for concept numbers two, three and eight. Member Wakerlin voted for concept numbers eight, three and one. Member Wakerlin asked resident Kreuz what she felt was interesting about concepts number one and two. Kreuz stated that the most interesting feature was the height and that the equipment offered multiple levels which is favored by the children. Kreuz was concerned about the lack of height offered with concept number three, but did like the zip line feature. Member Wakerlin indicated that concept numbers three, six and eight are all similar in height and encouraged Members to seek a taller option for residents as well. Member Sivakumar indicated she likes concept number eight due to the round chair that the equipment offers. Member Anderson indicated that concept number eight was favored by the children as it offered the most climbing features. Discussion commenced among the members. Final votes for Echo Park were concept numbers one, three and eight.

**C. Selection of Contractors to Bid for Edward Hynes Park Playground Replacement:** Chairwoman Tredore opened the discussion by asking the audience if there was any feedback or recommendations for the Edward Hynes Playground Replacement. Resident Allie Kreuz inquired on if the surface of the playgrounds was to be discussed. Superintendent Parchutz indicated that mulch will continue to be utilized as the surface of the playgrounds. Voting commenced among the Members. Member Sandage voted for concept numbers three, six and seven. Member Anderson voted for concept numbers six, seven and eight. Member Andrea voted for concept numbers one, seven and eight. Chairwoman Tredore voted for three, six and seven. Member Sivakumar voted for concept numbers four, eight and nine. Member Cairns voted for concept numbers six, seven and eight. Member Wackerlin voted for concept numbers seven, two and eight. Discussion commenced among the Members. Final votes for Edward Hynes Park were concept numbers six, seven and eight.

**D. Selection of Contractors to Bid for Richard Taylor Park Skate Park Replacement:** Management Analyst D'Agostino indicated that all three concepts for the Skate Park replacement will be advancing. No vote was conducted.

## STAFF REPORTS

**A. Recreation Staff Report:** Recreation Supervisor Kristi Brewer provided an overview on the upcoming dates of interest. Brewer reported that all core programs are now running through Community Pass and facilities are soon to follow. Brewer provided an update on the Preschool Academy and reported that registration is on track and still being accepted. Brewer indicated that the Daddy Daughter Date Day and Night events were a success with 226 participants. Brewer gave a brief overview of FuntastiCamp and indicated that she is targeting April for the start of registration.

**B. Parks Staff Report:** Superintendent of Public Properties Scott Parchutz provided an overview of a few upcoming projects. Superintendent Parchutz indicated that the bid openings thus far have had a good response and that the bid for the roof replacements at Indian Trail Beach has already been awarded. Member Andrea inquired on if the parks lightening protection warning system will be sent to a third world country for further use or how it will be disposed of. Superintendent Parchutz indicated that the system will be recycled like similar out of date electronics.

## TRUSTEE LIAISON REPORT

Trustee Murphy was not in attendance.

## **MEMBER COMMENTS**

Member Wakerlin thanked the residents that attended the meeting for their time and input regarding the playground replacements. Chairwoman Tredore also thanked the audience for their time and participation stating that it is greatly appreciated. Member Andrea thanked the residents for attending as well and the vendors for providing colorful plaques and brochures for reference. Member Anderson thanked the residents for attending and also thanked staff for their hard work in the replacement project. Member Sandage inquired on if an additional survey reflecting the top three concepts for each replacement could be made available for resident input. Member Sandage added that some parks also contain information on the history of the park and stated that it is a very nice feature.

## **AUDIENCE PARTICIPATION**

Resident Allie Kreuz added that she felt it would be incredibly beneficial for residents to see and be able to provide feedback on the final three design concepts for each park. Kreuz thanked the Members and staff for including residents in the selection process.

## **ADJOURNMENT**

Member Andrea made a motion to adjourn the meeting. Member Sivakumar seconded the motion. The motion was approved by a voice vote of 7-0. The meeting adjourned at 7:15 p.m.

Submitted by,  
*Megan Schnaebele*  
Customer Service Specialist

AGENDA ITEM NO:



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** April 2, 2020

**DEPARTMENT:** Public Works

**SUBJECT:** 2020 Playground and Skate Park Replacements

## EXECUTIVE SUMMARY

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This year, the Village plans to replace the existing skate park equipment at Richard Taylor Park and the existing playground equipment at Horner Park, Echo Park, and Edward Hynes Park.

### Request For Simplified Proposals

In January, Village staff released a Request For Simplified Proposals requesting replacement design concept plans and through this process, Village staff received design concept plans for each location. Village staff then released a survey in February requesting resident feedback on the initial design concept plans. After reviewing the February survey results, one desired feature that was repeatedly mentioned in the survey was a zip-line. As such, Village staff contacted the playground vendors at the end of February, provided them with a copy of the survey results and gave them the option of adding one or more additional design concept plans. The playground vendors responded by providing Village staff with eight additional design concept plans, for a total of 29 design concept plans.

### March 5<sup>th</sup> Focus Group and Parks and Recreation Board Meeting

In February, Village staff released a press release inviting residents to a March 5<sup>th</sup> Focus Group Meeting at Village Hall. At the Focus Group meeting, each design concept plan was on display and the public was given an opportunity to comment on each design. Immediately following the Focus Group meeting, the Parks and Recreation Board met and used the public input to select three "final" design concepts for each location. Following the March 5<sup>th</sup> Parks and Recreation Board Meeting, the vendors that submitted the three "final" design concepts for each location were asked to participate in a Request For Proposal (RFP) process that requested pricing and a final design proposal.

### Request For Proposal (RFP)

On March 9<sup>th</sup>, the vendors that submitted the three "final" design concepts for each location were invited to participate in a competitive bid process. The RFP opening occurred on March 18<sup>th</sup> and the RFP bid tabulation is attached as Attachment 1. Although two skate park design vendors were selected as "finalists" for the replacement of the Richard Taylor Skate Park, one vendor decided not to continue to participate in this process and cited the Illinois Prevailing Wage Act requirement and the costs they would need to bear to travel to Illinois from California as reasons why they decided to not participate in the RFP. It should be noted that Village staff contacted all known skate park vendors in January, encouraged them to participate in this process, but many of the skate park vendors were not willing to participate and cited the distance between their operation and Illinois as a common reason.

The RFP submittals are attached as Attachment 2. The design concept plans that were acquired through the RFP process were uploaded to a survey for Village residents and the survey results will be shared with the Parks and Recreation Board members prior to April 2<sup>nd</sup>.

### Next Steps

After reviewing all RFP bid submittals and considering resident feedback obtained through the most recent Village resident survey, Village staff request that the Parks and Recreation Board select one design concept plan for each location for Village staff to recommend to the Village Board of Trustees at the April 9<sup>th</sup> Village Board Meeting.

### **FINANCIAL IMPACT**

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None

### **ATTACHMENTS**

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1. RFP Bid Tabulation
2. RFP Submittals

### **RECOMMENDED MOTIONS**

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Motion to select one design concept plan for the replacement of the existing playground equipment at Horner Park for Village staff to recommend to the Village Board of Trustees.

Motion to select one design concept plan for the replacement of the existing playground equipment at Echo Park for Village staff to recommend to the Village Board of Trustees.

Motion to select up one design concept plan for the replacement of the existing playground equipment at Edward Hynes Park for Village staff to recommend to the Village Board of Trustees.

Motion to select the American Ramp Company design concept plan for the replacement of the existing skate park equipment at Richard Taylor Park for Village staff to recommend to the Village Board of Trustees.

# Lake in the Hills Public Works Department

## MEMORANDUM

**To:** Dan Kaup, Public Works Director  
**From:** Peter D'Agostino, Administrative Services Manager  
**Date:** March 18, 2020  
**Subject:** RFP Results - 2020 Playground and Skate Park RFP's

The RFP openings for the replacement of the existing skate park equipment at Richard Taylor Park as well as the existing playground equipment at Horner Park, Echo Park and Edward Hynes Park was held at the Village of Lake in the Hills Public Works Facility today at 9:00 a.m. I conducted the RFP opening and in attendance was Brian Nied from Team Reil. The RFP submittal pricing for each location are as follows:

### Location: Richard Taylor Skate Park

Vendor	Bid Amount
American Ramp Company	\$ 110,000.00

### Location: Horner Park Playground

Vendor	Bid Amount
Green-Up (NuToys)	\$ 76,500.00
The Kenneth Company (Play Illinois)	\$ 76,016.00
The Kenneth Company (Play Illinois)	\$ 76,194.00

### Location: Echo Park Playground

Vendor	Bid Amount
Team REIL	\$ 87,980.00
Green-Up (NuToys)	\$ 95,600.00
The Kenneth Company (Play Illinois)	\$ 95,594.00

### Location: Edward Hynes Park Playground

Vendor	Bid Amount
The Kenneth Company (Play Illinois)	\$ 76,479.00
Team REIL	\$ 76,245.00
The Kenneth Company (Play Illinois)	\$ 76,499.00

Village staff plan to present the RFP submittals to the Parks and Recreation at their April 2, 2020 meeting. The Parks and Recreation Board will then select one proposal for each location for Village Staff to recommend to the Village Board of Trustees at an April 2020 Village Board Meeting.



# Echo Park Playground

## **Concept #1**

Vendor: Team REIL

# ECHO PARK

LAKE IN THE HILLS

2020

Est. 1991

**Team REIL Inc.**  
SALES • SERVICE • CONSTRUCTION



Return to Agenda



**APPENDIX 1**  
**SCHEDULE OF ALTERATIONS AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
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**APPENDIX 2  
REFERENCE SCHEDULE**

1. Organization See attached reference list

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

2. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

3. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

4. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

5. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

**APPENDIX 3  
SUBCONTRACTORS WHO WILL PERFORM WORK ON THE PROJECT**

<b>Name</b>	<b>Address</b>	<b>Work to be performed</b>
No subs on the project		

**APPENDIX 4**  
**VILLAGE OF LAKE IN THE HILLS**  
**PROPOSAL CERTIFICATION FORM**  
**Playground Equipment Purchase and Installation for Echo Park**

**COMPANY NAME:** Team REIL

**CONTACT PERSON:** Mike Cederlund

**ADDRESS:** 17421 Marengo Road

**TELEPHONE:** 815-923-2099

**EMAIL:** mike@getreil.com

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO PROPOSERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF Eighty-Seven thousand Nine hundred Eighty and zero cents Dollars  
(\$ 87,980.00)

PROPOSED MANUFACTUER: Miracle Recreation 

PROPOSED INSTALLER: Team REIL

**1. COSTS:**

The undersigned hereby affirms and states that the prices proposed herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of 60 days after the proposal due date.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Proposer, or to secure any advantage against any other Proposer or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Proposer will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Proposer specifically attesting to the provisions of 5/33E-3 and 5/33E-4



The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Proposer must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the proposal, but the Proposer must have one in order to receive a contract.

The undersigned hereby also certifies that the proposal is in compliance with all other applicable federal, state, and local laws.

**2. DELIVERY REQUIREMENTS:**

If applicable, the undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

**3. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for said Playground Equipment Purchase and Installation for Echo Park, [he/she] will completely perform the contract in strict accordance with its terms and conditions by August 1, 2020.

**4. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Playground Equipment Purchase and Installation for Echo Park, in accordance with the following specifications and drawings (if required) as attached.

**5. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, proposals shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of proposal.

Dated at 8:00 am this Eighteenth day of March, 2020.

By: [Signature]  
(Signature of President or designee)

Its: Vice-President  
Title

Mike Cederlund, being duly sworn, deposes and states that he/she is the Vice-President of Team REIL and that the statement above is

true and correct. Subscribed and sworn before me this eighteenth day of March, 2020



[Signature]  
Notary Public

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_







# Color Choices

## ROCK-ITE® PLASTIC COLOR CHOICES

Roofs, Slides, Big Timber® Components, Crawl Tubes, Bongos™, Bumpers and Panels.



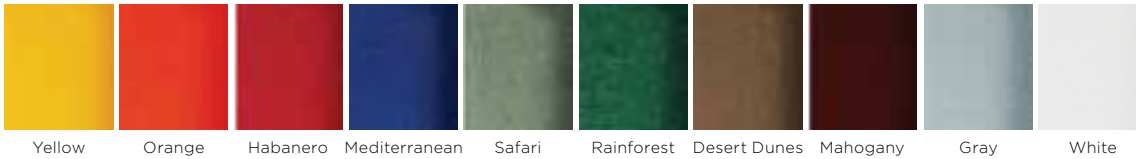
## MIRA-COTE® POWDER-COATED PAINTED METAL COLOR CHOICES

Posts, Arches, Swings and Accents (Railings & Climbers).



## ANTI-MICROBIAL PAINTED METAL COLORS

This proprietary treatment helps prevent bacterial mold, algae growth and stains.



*Miracle® uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. So Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration. Actual colors in catalog may vary due to four color printing process.*

## MIRA-LENE™ PANEL COLOR CHOICES

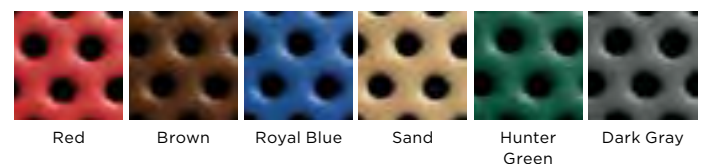


## MIRACLE SWING SEAT COLORS



## TEXTURED MIRA-THERM™ COLOR CHOICES

Mira-Therm™ coatings for Decks, Steps, Ramps, Bridges and Cargo Climbers are available in either orthophtalate-free Mira-Therm™ 2 (vinyl) or Mira-Therm™ PE (polyethylene)-based coatings with anti-microbial enhancements.



# Color Palettes



Color your playground with one of the exciting themed color combinations below, or create a custom palette with our wide selection of standard surface colors and paints—you can even match school colors! Ask your representative for information on custom color combinations.



## EARTH TONE

- Beige
- Sand
- Forest Green
- Green



## ELECTRIC

- Tropical Yellow
- Dark Gray
- Chartreuse
- Pink



## ENERGY

- Metallic Gray
- Dark Gray
- Silver
- Chartreuse
- Teal



## ISLAND OASIS

- Forest Green
- Royal Blue
- Cobalt
- Cyan



## MOTHER EARTH

- Blue
- Sand
- Beige
- Green



## NAUTICAL

- Blue
- Sand
- Beige
- Orange



## OCEAN

- Blue
- Sand
- White
- Teal



## PATRIOTIC

- Red
- White
- Blue



## PRIMARY

- Blue
- Red
- Yellow



## SPRING

- Green
- Sand
- Yellow



## SAHARA

- Beige
- Brown
- Forest Green
- Sand



## TROPICAL

- Azure
- Teal
- Sand
- Cyan
- Pink
- Plum

# Miracle® Limited Warranty

**Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.**

1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Aluminum deck posts, steel deck posts, VersaLok fastening system, and associated fastening hardware.
2. LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldment, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
3. LIMITED TEN (10) YEAR WARRANTY: Fabric shade steel frames.
4. LIMITED EIGHT (8) YEAR WARRANTY:
  - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
  - Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
  - Playcover fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
5. LIMITED FIVE (5) YEAR WARRANTY:
  - Heavy duty diamond barrier mesh and Kidrox Climbing Rocks.
  - Miratherm PVC coating against cracking or peeling.
  - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
  - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating).
6. LIMITED THREE (3) YEAR WARRANTY: Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
7. LIMITED ONE (1) YEAR WARRANTY:
  - Slashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
  - Pool slide support structures, stairways, landings, and railings.
  - All other products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers, swivels, chains, whirls, springs, and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

**BUYER'S REMEDY:** If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

**LIMITATIONS:** All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller, and are not transferrable. Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for PlayCover® shade fabric as noted above), discoloration, corrosion, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

**THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.**



878 E Highway 60 / Monett, Missouri, USA 65708 / [Miracle-Recreation.com](http://Miracle-Recreation.com)  
USA 888-458-2752 CANADA 866-516-0245 INTERNATIONAL +1 417-235-6917



## Sitework Experience & Reference List

### **Coventry Elementary Playground Install**

Contract Amount \$171,884.00  
Playground Installation, Surfacing & Site Amenities  
Completed Summer 2019  
Crystal Lake CCSD #47  
Sean Smith (815) 378-1320

### **Millburn Elementary Playground**

Contract Amount \$173,416.00  
Installation of Playground Equipment, Curbing, Fencing & Surfacing  
Completed Fall 2019  
Millburn School District #24  
Stephen Johns (847) 245-2920

### **Marion Jordan Elementary**

Contract Amount \$233,506.00  
Playground System Installation, Surfacing & Site Amenities  
Completed Fall 2019  
Palatine CCSD #15  
David Scott (847) 963-3000

### **May Whitney Elementary**

Contract Amount \$88,101  
Playground Supply and Installation - PHASE 1  
Completed Summer 2019  
Lake Zurich CUSD #95  
Lyle Erstad (847-540-4950)

### **A-C Central Elementary School**

Contract Amount \$70,670  
Playground Installation & Surfacing  
Completed Winter 2018  
A-C Central Community Unit School District 262  
Aubrey Stevens (217) 476-6026

### **Ludwig Elementary School**

Contract Amount \$ 191,343.00  
Playground Installation & Surfacing  
Completed Summer 2018  
Will Co. School Dist #92  
Teresa Bishop (815) 838-8031

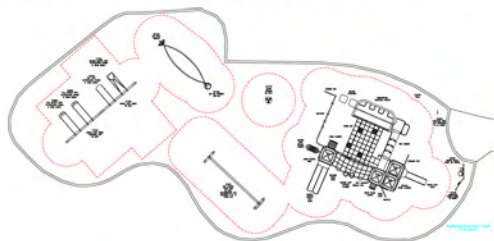
# Echo Park Playground

## **Concept #2**

Vendor: Green-Up (NuToys)



# Echo Park







**APPENDIX 1  
SCHEDULE OF ALTERATIONS AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
---------	-----------	--------------------------------------

NONE



**APPENDIX 2  
REFERENCE SCHEDULE**

1.     **Organization** Marquardt School District 15 - Winnebago Elementary  
**Contact Person** Steven Stavropolos  
**Telephone number** 630-469-7615 EXT 1151  
**Work Description** Installation of Landscape Structures play equipment

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2.     **Organization** Mannheim School District 83 - Roy and Scott School  
**Contact Person** Tom Mazur  
**Telephone number** 708-839-5959  
**Work Description** Installation of Landscape Structures play equipment

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3.     **Organization** U of C Laboratory Schools  
**Contact Person** Joseph Wachowski  
**Telephone number** 773-834-1555  
**Work Description** Installation of playground equipment

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4.     **Organization** Lockport Township  
**Contact Person** Greg Ludwig  
**Telephone number** 815-838-5016 ext 12  
**Work Description** Installation of playground equipment

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5.     **Organization** St. John Brebeuf Catholic Church & School C/O THE CATHOLIC BISHOP OF CHICAGO  
Archdiocese of Chicago  
**Contact Person** Ronald Reed  
**Telephone number** 312-534-5310  
**Work Description** Installation of Landscape Structures Playbooster Play Equipment and Tuff Tumber  
Boarder

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**APPENDIX 3  
SUBCONTRACTORS WHO WILL PERFORM WORK ON THE PROJECT**

<b>Name</b>	<b>Address</b>	<b>Work to be performed</b>
NONE		

**APPENDIX 4**  
**VILLAGE OF LAKE IN THE HILLS**  
**PROPOSAL CERTIFICATION FORM**  
**Playground Equipment Purchase and Installation for Echo Park**

**COMPANY NAME:** Green-Up

**CONTACT PERSON:** Bernard Schroeder

**ADDRESS:** 13520 S Budler Rd, Plainfield, IL 60544

**TELEPHONE:** 815-372-3000

**EMAIL:** brs@green-up.com

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO PROPOSERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF Ninty Five Thousand Six Hundred Dollars  
( \$ 95,600.00 )

PROPOSED MANUFACTUER: Landscape Structures Inc

PROPOSED INSTALLER: Green-Up

**1. COSTS:**

The undersigned hereby affirms and states that the prices proposed herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of 60 days after the proposal due date.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Proposer, or to secure any advantage against any other Proposer or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Proposer will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Proposer specifically attesting to the provisions of 5/33E-3 and 5/33E-4

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Proposer must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the proposal, but the Proposer must have one in order to receive a contract.

The undersigned hereby also certifies that the proposal is in compliance with all other applicable federal, state, and local laws.

**2. DELIVERY REQUIREMENTS:**

If applicable, the undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

**3. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for said Playground Equipment Purchase and Installation for Echo Park, [he/she] will completely perform the contract in strict accordance with its terms and conditions by August 1, 2020.

**4. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Playground Equipment Purchase and Installation for Echo Park, in accordance with the following specifications and drawings (if required) as attached.

**5. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, proposals shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of proposal.

Dated at Green-Up this 16 day of March, 2020.

By:   
(Signature of President or designee)

Its: Director of Operations  
Title

Bernard Schroeder, being duly sworn, deposes and states that he/she is the \_\_\_\_\_

Director of Operations of Green-Up and that the statement above is

true and correct. Subscribed and sworn before me this 16 day of March, 2020

(NOTARY STAMP)

  
Notary Public

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_





March 12, 2020

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

ECHO PARK  
 LAKE IN THE HILLS, IL  
 REVISED  
 PLAYBOOSTER SYSTEM

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>
<b>5-12 YEAR OLDS STRUCTURE/SMART PLAY SYSTEM</b>		
1	210739A	Venti Alum Posts DB <sup>1</sup>
	includes:	Belt Bridge
		Belt Hammock
		Cabin Climber
		Cabin Seating Area
		Cargo Net
		Chinning Bar
		Double Poly Swoosh Slide
		Firepole
		Inclined Cable Walk
		Panel Maze
		Single Poly Slide
		Square Loop Incline Climber
		Square Loop Vertical Climber
		Square Steppers
		Swiggle Stix
		Tightrope
		Turning Bar
		Vertical Panel Climber
		Windowpane Overhead Ladder
		Wood Plank Ladder
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury

Also:

1	247179A	Curva Spinner DB Only
1	121874A	Curved Track Ride w/Alum Posts DB Only
1	201549A	Gyro Twister Spinner Steel Posts and DB Only1
1	201553A	Sol Spinner Add-On DB Only1

**4 Place Single Post Swing Set**

- 1 174018A Belt Seat Proguard Chains 8' Beam
- 1 177350A Molded Bucket Seat (5-12 yrs)  
ProGuard Chains for 8' Beam
- 2 176038A Full Bucket Seat Proguard Chains 8' Beam
- 1 177332A Single Post Swing Frame 8' Beam
- 1 177333A Single Post Swing Frame Addtl Bay 8' Beam

**Ground Level Wheelchair Accessible Panels**

- 1 164094B Bongo Reach Panel (Ground Level)
- 1 127439A Navigator Reach Panel (Ground Level)
- 3 111404J 76" Alum Post DB

**\*\*\*PLEASE NOTE\*\*\***

**APPENDIX 4 INCLUDES PLAYGROUND EQUIPMENT  
AND SHIPPING COSTS ALONG WITH GREEN-UPS SCOPE OF WORK.**

**ADA CHART**

**ADA GUIDE LINES**

TOTAL ELEVATED PLAYSTRUCTURE COMPONENTS - 13

**NO RAMP REQUIRED**

	PROVIDED	REQUIRED
PLAYSTRUCTURE COMPONENTS ACCESSIBLE VIA RAMP	N/A	N/A
PLAYSTRUCTURE COMPONENTS ACCESSIBLE VIA TRANSFER	8	7
GROUND LEVEL EVENTS	17	4
GROUND LEVEL TYPES	13	3

# Color Choices

Vivid colors for lively play

## ProShield® Colors

For posts/arches, components and clamps, ProShield® finish combines a specially formulated primer with a high-quality, architectural-grade powdercoat top layer. The result is enhanced longevity, greater protection against UV rays, prevention from corrosion, and improved product performance. Custom colors are available for an additional charge.

Learn more about our Color Inspirations at [playlsi.com/color-inspirations](http://playlsi.com/color-inspirations)



## Permalene® Color Panels

Permalene® panels with a recycled core are a smart choice for your playground and the environment. Available in the 16 colors shown, the distinctive black core results from combining and recycling colored plastic—waste that would otherwise end up in landfills.



## NEW Polycarbonate Panels

Hedra™ product line option. Translucent panel provides visibility into structure as well as light and color play



NEW Limon

NEW Sky

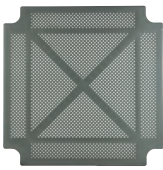


NEW Tangerine





Brown



Gray



Black



Red

**Steel Decks** The heaviest, thickest decks for long-lasting safety: Flange-formed from 12-gauge steel with safe, rounded corners. Reinforced with .105" x 2" ribs welded on cross for superior strength and a consistently flat surface.

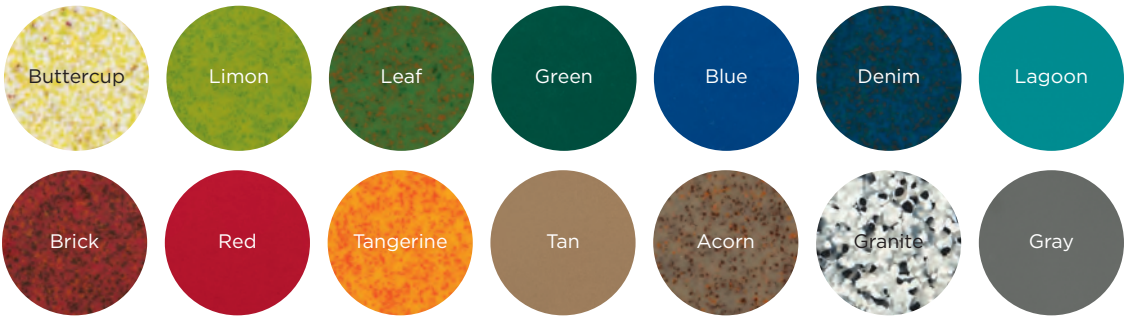
**TenderTuff™ Coating**

For swing chains, handholds, pipe barriers, wheels, rings, etc. Insulates against temperature extremes and provides a safer grip surface compared to painted metal.

**Steel-Reinforced Cables**

Made of tightly woven, polyester-wrapped, six-stranded galvanized-steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant.

**Polyethylene** For slides, tunnels, roofs, etc. The heavy-duty rotationally molded polyethylene material ensures strength and durability while resisting cracking, fading and peeling. \* *Limon, Leaf, Denim, Brick, Tangerine, Buttercup, Acorn and Granite are color blends.*



**SkyWays® and CoolToppers® Shade Products Fabrics**

Designed to block up to 97% of UV rays and keep playground temperatures 30 degrees cooler.



**SkyWays and CoolToppers Shade Products Flame Retardant Fabrics**

Stringently tested and conform to FR standards worldwide.



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

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

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

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

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

**5-Year Limited Warranty** On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

**3-Year Limited Warranty** On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

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

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



## 2020 Play Equipment Warranty

You have our word.

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

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

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

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

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2020



# Echo Park Playground

## **Concept #3**

Vendor: The Kenneth Company (Play Illinois)





PROPOSAL: 129-126822-2

**ECHO PARK**





INFORMATION  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

2952 SQ.FT.

PERIMETER  
419 FT.

STRUCTURE SIZE  
54' 10" x 110' 6"

STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



Registered  
to ISO 9001

Registered  
to ISO 14001

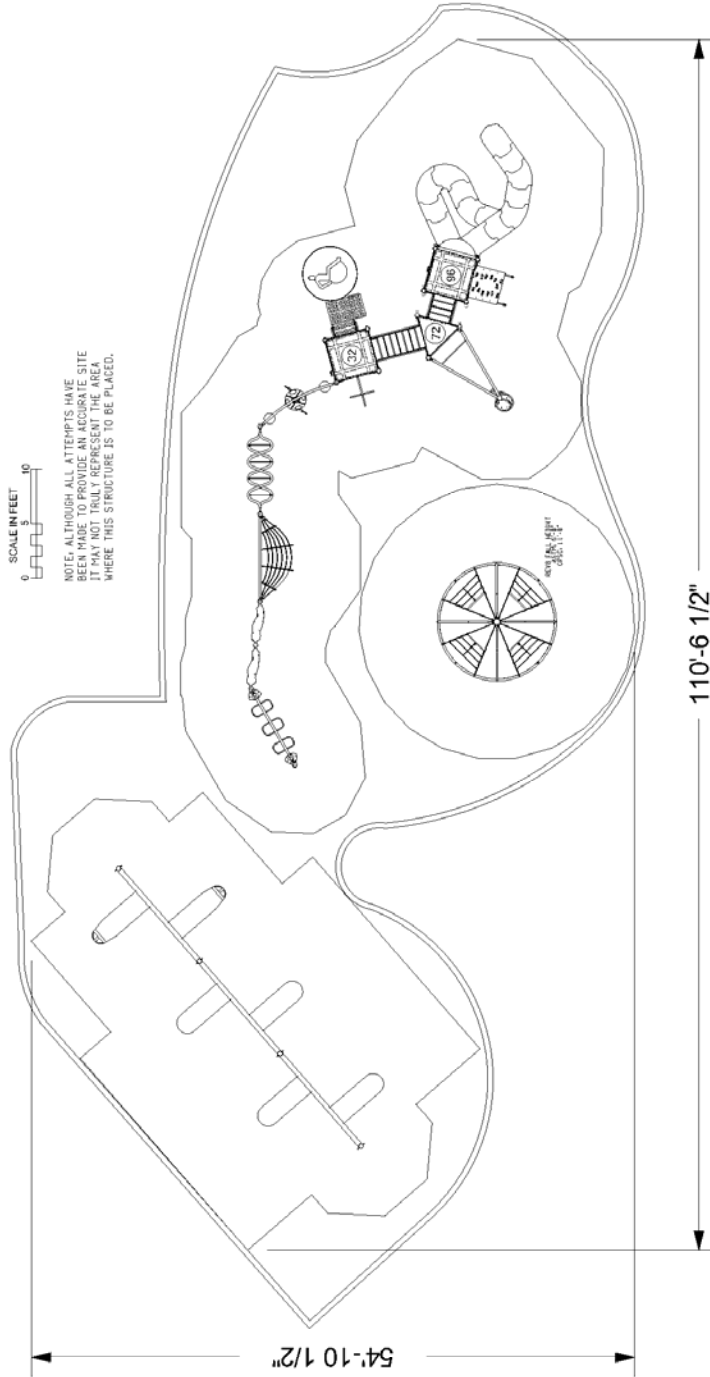


To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The play components identified  
in this plan are IPEMA  
certified. The use and layout of  
these components conform to the  
requirements of ASTM F1487.  
To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The space requirements shown  
here are to ASTM standards.  
Requirements for other standards  
may be different.

The use and layout of play  
components identified in this plan  
conform to the CPSC guidelines.  
U.S. CPSC recommends the  
separation of age groups in  
playground layouts.



**WARNING!**

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH  
AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for  
Public Playground Safety.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

**ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)**

NUMBER OF PLAY EVENTS:	18
NUMBER OF ELEVATED PLAY EVENTS:	5
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 5
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 13
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 5
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 2



February 26, 2020

SERIES: Basics, Intensity, Nucleus

Echo Park

Play Illinois, LLC

SITE PLAN

1181 Heaven's Gate

129-126822-2

DRAWN BY: Tyler Hess

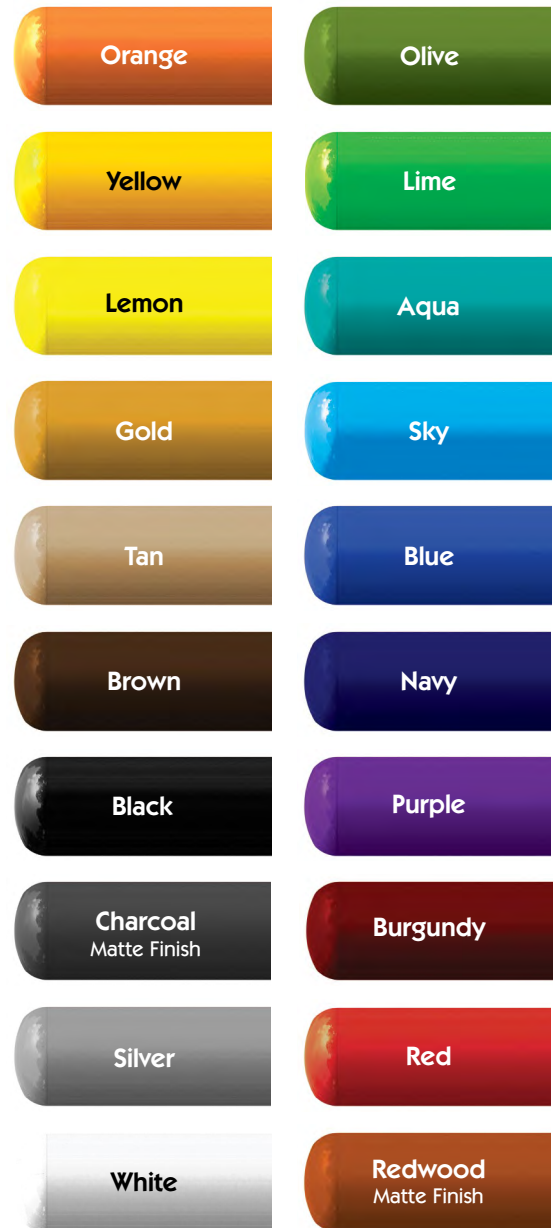
Lake in the Hills, IL 60156

# COLORS THAT MOVE YOU

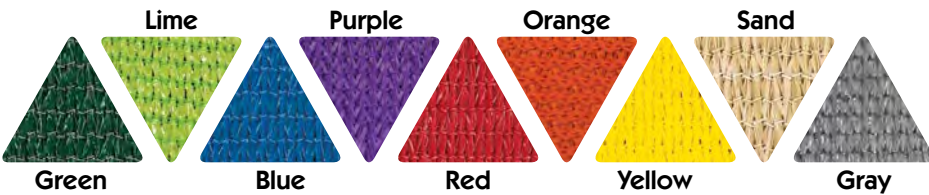
## HDPE PLASTIC PANELS



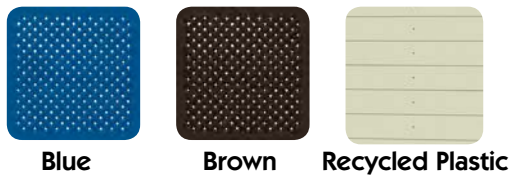
## POWDER COAT PAINT



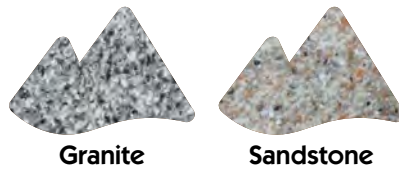
## SHADE CANOPIES



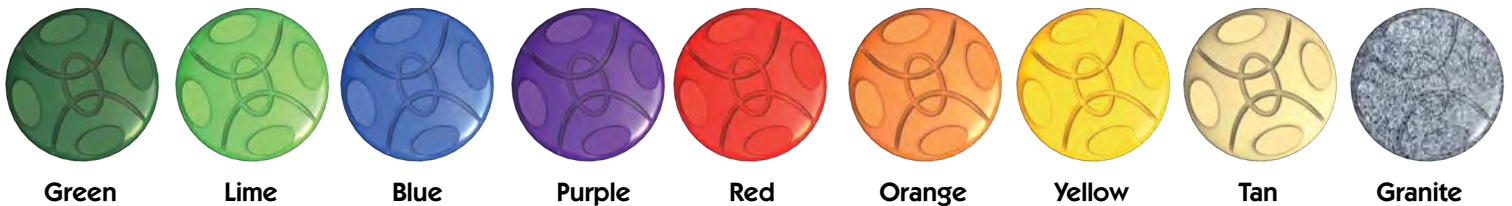
## PLATFORMS



## ROCKIT CLIMBERS



## ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLORSELECTION](http://BCIBURKE.COM/COLORSELECTION) TO CUSTOMIZE YOUR PLAYGROUND COLORS!

# BCI BURKE GENERATIONS WARRANTY®

## The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

### We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

## TERMS OF SALE

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2018

**APPENDIX 1**  
**SCHEDULE OF ALTERATIONS AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
---------	-----------	--------------------------------------

		An ADA Seat and Parent/Tot seat was not able to be provided due to space restrictions. We had to lower the swing beam to 7' to fit into the available space. Unfortunately the ADA Seat and Parent/Tot seat is only ASTM approved for a 8' Beam,
--	--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**APPENDIX 2**  
**REFERENCE SCHEDULE**

1. Organization           Please see enclosed reference list          

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

2. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

3. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

4. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

5. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_



# THE KENNETH COMPANY

16W064 JEANS RD

LEMONT IL 60439

Phone: 630-679-2750

Fax: 630-325-2780

## REFERENCE LIST

<u>Contact</u>	<u>Job</u>	<u>Year</u>
Burr Ridge Park District Jim Pacanowski (630) 920-1969	Harvester Park Citizens Park	2016, 2017 2017
Westmont Park District Bob Fleck (630) 969-8080	Ty Warner Park	2016, 2017
Downers Grove SD 58 Ken Young (630) 719-5839	Whittier School	2017
West Chicago Park District Gary Major (630) 231-9474	Kress Creek Park Pioneer Park Reed Keppler Park	2016, 2017 2017 2017
Fox Valley Park District Nathan Troia (630) 897-0516	Verona Ridge Park Cumberland Park	2017 2016
Glen Ellyn SD 41 Dave Scarmardo (630) 534-7212	Forest Glen School Benjamin Franklin School Churchill School	2017 2017 2016

**APPENDIX 3  
SUBCONTRACTORS WHO WILL PERFORM WORK ON THE PROJECT**

Name	Address	Work to be performed
The Kenneth Company	30W218 Butterfield Road, Warrenville, IL	Installation of Playground Equipment

**APPENDIX 4**  
**VILLAGE OF LAKE IN THE HILLS**  
**PROPOSAL CERTIFICATION FORM**  
**Playground Equipment Purchase and Installation for Echo Park**

**COMPANY NAME:** The Kenneth Company

**CONTACT PERSON:** Ken Maloney

**ADDRESS:** 30W218 Butterfield Road, Warrenville, IL 60555

**TELEPHONE:** 630-514-3632

**EMAIL:** kcooffice2019@gmail.com

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO PROPOSERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF Ninety Five Thousand Five Hundred Ninety Four Dollars  
( \$ 95,594.00 )

PROPOSED MANUFACTUER: BCI Burke, Proposal # 129-126822-2

PROPOSED INSTALLER: The Kenneth Company

**1. COSTS:**

The undersigned hereby affirms and states that the prices proposed herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of 60 days after the proposal due date.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Proposer, or to secure any advantage against any other Proposer or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Proposer will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Proposer specifically attesting to the provisions of 5/33E-3 and 5/33E-4

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Proposer must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the proposal, but the Proposer must have one in order to receive a contract.

The undersigned hereby also certifies that the proposal is in compliance with all other applicable federal, state, and local laws.

**2. DELIVERY REQUIREMENTS:**

If applicable, the undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

**3. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for said Playground Equipment Purchase and Installation for Echo Park, [he/she] will completely perform the contract in strict accordance with its terms and conditions by August 1, 2020.

**4. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Playground Equipment Purchase and Installation for Echo Park, in accordance with the following specifications and drawings (if required) as attached.

**5. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, proposals shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of proposal.

Dated at KCO OFFICE this 17<sup>th</sup> day of March, 20 20

By: *Kenneth Mzloney*  
(Signature of President or designee)

Its: President  
Title

Kenneth Mzloney, being duly sworn, deposes and states that he/she is the \_\_\_\_\_

President of The Kenneth Company and that the statement above is

true and correct. Subscribed and sworn before me this 18<sup>th</sup> day of March, 20 20

(NOTARY STAMP)

*Cathleen Riley*  
Notary Public



**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

# Edward Hynes Park Playground

## **Concept #1**

Vendor: The Kenneth Company (Play Illinois)





PROPOSAL: 129-126832-4

**EDWARD WILLIAM HYNES PARK**



INFORMATION  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

2062 SQ.FT.

PERIMETER

380 FT.

STRUCTURE SIZE

66' 6" x 91' 7"

STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



Registered  
to ISO 9001



Registered  
to ISO 14001

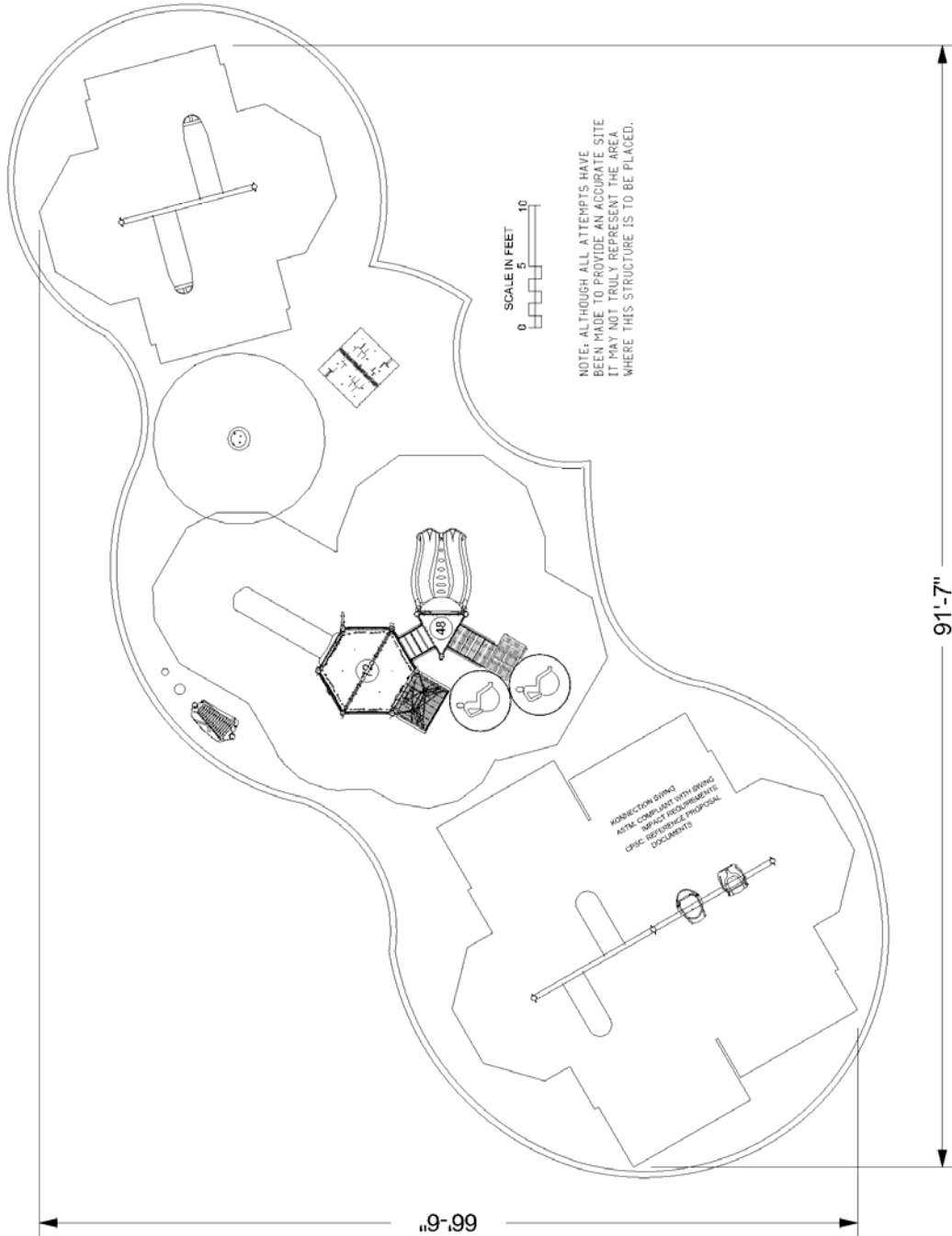


To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The play components identified  
in this plan are IPEMA  
certified. The use and layout of  
these components conform to the  
requirements of ASTM F1487.  
To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The space requirements shown  
here are to ASTM standards.  
Requirements for other standards  
may be different.

The use and layout of play  
components identified in this plan  
conform to the CPSC guidelines.  
U.S. CPSC recommends the  
separation of age groups in  
playground layouts.



ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	17
NUMBER OF ELEVATED PLAY EVENTS:	5
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 5
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 12
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 6
NUMBER OF GROUND LEVEL PLAY EVENTS:	RECD: 2
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	RECD: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	RECD: 3
NUMBER OF GROUND LEVEL PLAY EVENTS:	RECD: 2

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT. FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety. PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.



SERIES: Basics, Nucleus  
SITE PLAN  
DRAWN BY: Tyler Hess

Edward William Hynes Park  
4675 E. Albrecht Road  
Lake in the Hills, IL 60156

March 14, 2020  
Play Illinois, LLC  
129-126832-4

# COLORS THAT MOVE YOU

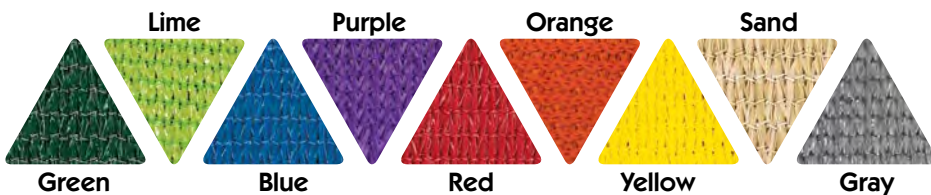
## HDPE PLASTIC PANELS



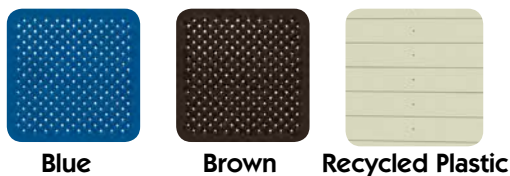
## POWDER COAT PAINT



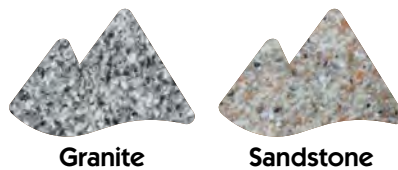
## SHADE CANOPIES



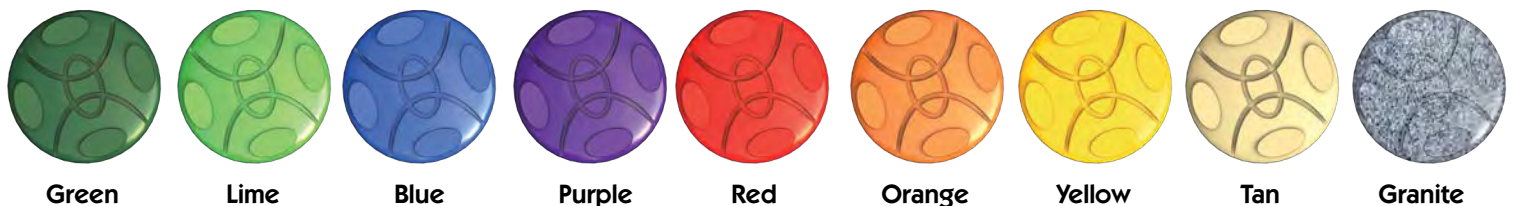
## PLATFORMS



## ROCKIT CLIMBERS



## ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLORSELECTION](http://BCIBURKE.COM/COLORSELECTION) TO CUSTOMIZE YOUR PLAYGROUND COLORS!



**APPENDIX 1**  
**SCHEDULE OF ALTERATIONS AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION                      PARAGRAPH    EXPLANATION OF ALTERNATIVE/DEVIATION

Our Parent/Child Seat does not include a Tot Seat. Rather our Konnection® Swing, is an incredible experience that promotes intergenerational play, engagement and interaction when adults and children swing together. Children can also enjoy swinging together and older children can engage with younger children while advancing skills such as cooperation, teamwork and developing their proprioceptive systems. A welcoming, clean form characterizes the Konnection Swing and ease of use is inherent in the construction right down to the details in the sliding backrest and comfortable, contoured design.



**APPENDIX 2**  
**REFERENCE SCHEDULE**

1. Organization           Please see enclosed reference list          

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

2. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

3. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

4. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

5. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

# THE KENNETH COMPANY

16W064 JEANS RD

LEMONT IL 60439

Phone: 630-679-2750

Fax: 630-325-2780

## REFERENCE LIST

<u>Contact</u>	<u>Job</u>	<u>Year</u>
Burr Ridge Park District Jim Pacanowski (630) 920-1969	Harvester Park Citizens Park	2016, 2017 2017
Westmont Park District Bob Fleck (630) 969-8080	Ty Warner Park	2016, 2017
Downers Grove SD 58 Ken Young (630) 719-5839	Whittier School	2017
West Chicago Park District Gary Major (630) 231-9474	Kress Creek Park Pioneer Park Reed Keppler Park	2016, 2017 2017 2017
Fox Valley Park District Nathan Troia (630) 897-0516	Verona Ridge Park Cumberland Park	2017 2016
Glen Ellyn SD 41 Dave Scarmardo (630) 534-7212	Forest Glen School Benjamin Franklin School Churchill School	2017 2017 2016

**APPENDIX 3  
SUBCONTRACTORS WHO WILL PERFORM WORK ON THE PROJECT**

<b>Name</b>	<b>Address</b>	<b>Work to be performed</b>
The Kenneth Company	30W218 Butterfield Road, Warrenville, IL	Installation of Playground Equipment

**APPENDIX 4**  
**VILLAGE OF LAKE IN THE HILLS**  
**PROPOSAL CERTIFICATION FORM**  
**Playground Equipment Purchase and Installation for Edward Hynes Park**

**COMPANY NAME:** The Kenneth Company

**CONTACT PERSON:** Ken Maloney

**ADDRESS:** 30W218 Butterfield Road, Warrenville, IL 60555

**TELEPHONE:** 630-514-3632

**EMAIL:** kcooffice2019@gmail.com

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO PROPOSERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF Seventy Six Thousand Four Hundred Seventy Nine Dollars  
( \$ 76,479.00 )

PROPOSED MANUFACTUER: BCI Burke, Proposal # 129-126832-4

PROPOSED INSTALLER: The Kenneth Company

**1. COSTS:**

The undersigned hereby affirms and states that the prices proposed herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of 60 days after the proposal due date.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Proposer, or to secure any advantage against any other Proposer or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Proposer will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Proposer specifically attesting to the provisions of 5/33E-3 and 5/33E-4

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Proposer must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the proposal, but the Proposer must have one in order to receive a contract.

The undersigned hereby also certifies that the proposal is in compliance with all other applicable federal, state, and local laws.

**2. DELIVERY REQUIREMENTS:**

If applicable, the undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

**3. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for said Playground Equipment Purchase and Installation for Edward Hynes Park, [he/she] will completely perform the contract in strict accordance with its terms and conditions by August 1, 2020.

**4. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Playground Equipment Purchase and Installation for Edward Hynes Park, in accordance with the following specifications and drawings (if required) as attached.

**5. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, proposals shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of proposal.

Dated at KCO office this 17th day of March, 2020.

By: Kenneth Maloney  
(Signature of President or designee)

Its: President  
Title

Kenneth Maloney, being duly sworn, deposes and states that he/she is the President of The Kenneth Co. and that the statement above is

true and correct. Subscribed and sworn before me this 18th day of March, 2020

(NOTARY STAMP)

[Signature]  
Notary Public



**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

# BCI BURKE GENERATIONS WARRANTY®

## The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

### We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

## TERMS OF SALE

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2018

# Edward Hynes Park Playground

## **Concept #2**

Vendor: Team Reil



# EDWARD HYNES PARK

Lake in the Hills, IL.

2020

Est. 1991  
**Team REIL Inc.**  
SALES • SERVICE • CONSTRUCTION  
Miracle



**APPENDIX 1**  
**SCHEDULE OF ALTERATIONS AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
---------	-----------	--------------------------------------

**APPENDIX 2  
REFERENCE SCHEDULE**

1. Organization See attached list

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

2. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

3. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

4. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

5. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

**APPENDIX 3  
SUBCONTRACTORS WHO WILL PERFORM WORK ON THE PROJECT**

<b>Name</b>	<b>Address</b>	<b>Work to be performed</b>
No subs on the project		



**APPENDIX 4**  
**VILLAGE OF LAKE IN THE HILLS**  
**PROPOSAL CERTIFICATION FORM**  
**Playground Equipment Purchase and Installation for Edward Hynes Park**

**COMPANY NAME:** Team REIL  
**CONTACT PERSON:** Mike Cederlund  
**ADDRESS:** 17421 Marengo Road  
**TELEPHONE:** 815-923-2099  
**EMAIL:** mike@getreil.com

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO PROPOSERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF Seventy-six thousand two hundred forty five and zero cents Dollars  
(\$ 76,245.00)

PROPOSED MANUFACTUER: Miracle Recreation 

PROPOSED INSTALLER: Team REIL

**1. COSTS:**

The undersigned hereby affirms and states that the prices proposed herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of 60 days after the proposal due date.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Proposer, or to secure any advantage against any other Proposer or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Proposer will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Proposer specifically attesting to the provisions of 5/33E-3 and 5/33E-4

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Proposer must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the proposal, but the Proposer must have one in order to receive a contract.

The undersigned hereby also certifies that the proposal is in compliance with all other applicable federal, state, and local laws.

**2. DELIVERY REQUIREMENTS:**

If applicable, the undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

**3. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for said Playground Equipment Purchase and Installation for Edward Hynes Park, [he/she] will completely perform the contract in strict accordance with its terms and conditions by August 1, 2020.

**4. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Playground Equipment Purchase and Installation for Edward Hynes Park, in accordance with the following specifications and drawings (if required) as attached.

**5. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, proposals shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of proposal.

Dated at 8:00 am this eighteenth day of March, 2020.

By: [Signature]  
(Signature of President or designee)

Its: Vice-President  
Title

Mike Cederlund, being duly sworn, deposes and states that he/she is the Vice-President of Team REIL and that the statement above is



true and correct. Subscribed and sworn before me this eighteenth day of March, 2020

[Signature]  
Notary Public

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_





# Color Choices



## ROCK-ITE® PLASTIC COLOR CHOICES

Roofs, Slides, Big Timber® Components, Crawl Tubes, Bongos™, Bumpers and Panels.



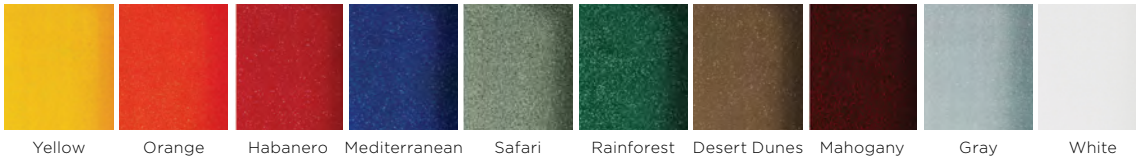
## MIRA-COTE® POWDER-COATED PAINTED METAL COLOR CHOICES

Posts, Arches, Swings and Accents (Railings & Climbers).



## ANTI-MICROBIAL PAINTED METAL COLORS

This proprietary treatment helps prevent bacterial mold, algae growth and stains.

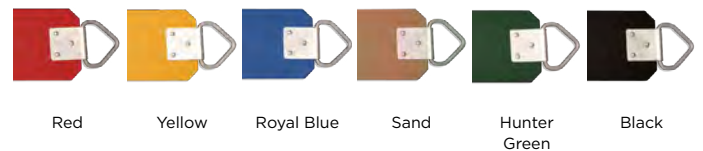


*Miracle® uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. So Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration. Actual colors in catalog may vary due to four color printing process.*

## MIRA-LENE™ PANEL COLOR CHOICES

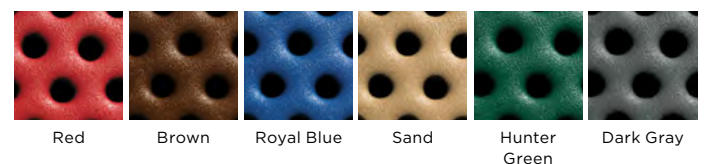


## MIRACLE SWING SEAT COLORS



## TEXTURED MIRA-THERM™ COLOR CHOICES

Mira-Therm™ coatings for Decks, Steps, Ramps, Bridges and Cargo Climbers are available in either orthohtalate-free Mira-Therm™ 2 (vinyl) or Mira-Therm™ PE (polyethylene)-based coatings with anti-microbial enhancements.



# Color Palettes



Color your playground with one of the exciting themed color combinations below, or create a custom palette with our wide selection of standard surface colors and paints—you can even match school colors! Ask your representative for information on custom color combinations.



## EARTH TONE

- Beige
- Sand
- Forest Green
- Green



## ELECTRIC

- Tropical Yellow
- Dark Gray
- Chartreuse
- Pink



## ENERGY

- Metallic Gray
- Dark Gray
- Silver
- Chartreuse
- Teal



## ISLAND OASIS

- Forest Green
- Royal Blue
- Cobalt
- Cyan



## MOTHER EARTH

- Blue
- Sand
- Beige
- Green



## NAUTICAL

- Blue
- Sand
- Beige
- Orange



## OCEAN

- Blue
- Sand
- White
- Teal



## PATRIOTIC

- Red
- White
- Blue



## PRIMARY

- Blue
- Red
- Yellow



## SPRING

- Green
- Sand
- Yellow



## SAHARA

- Beige
- Brown
- Forest Green
- Sand



## TROPICAL

- Azure
- Teal
- Sand
- Cyan
- Pink
- Plum

# Miracle® Limited Warranty

**Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.**

1. LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Aluminum deck posts, steel deck posts, VersaLok fastening system, and associated fastening hardware.
2. LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldment, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
3. LIMITED TEN (10) YEAR WARRANTY: Fabric shade steel frames.
4. LIMITED EIGHT (8) YEAR WARRANTY:
  - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
  - Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
  - Playcover fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
5. LIMITED FIVE (5) YEAR WARRANTY:
  - Heavy duty diamond barrier mesh and Kidrox Climbing Rocks.
  - Miratherm PVC coating against cracking or peeling.
  - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
  - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating).
6. LIMITED THREE (3) YEAR WARRANTY: Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
7. LIMITED ONE (1) YEAR WARRANTY:
  - Slashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
  - Pool slide support structures, stairways, landings, and railings.
  - All other products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers, swivels, chains, whirls, springs, and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

**BUYER'S REMEDY:** If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

**LIMITATIONS:** All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller, and are not transferrable. Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for PlayCover® shade fabric as noted above), discoloration, corrosion, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

**THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.**



878 E Highway 60 / Monett, Missouri, USA 65708 / [Miracle-Recreation.com](http://Miracle-Recreation.com)  
USA 888-458-2752 CANADA 866-516-0245 INTERNATIONAL +1 417-235-6917



## Sitework Experience & Reference List

### **Coventry Elementary Playground Install**

Contract Amount \$171,884.00  
Playground Installation, Surfacing & Site Amenities  
Completed Summer 2019  
Crystal Lake CCSD #47  
Sean Smith (815) 378-1320

### **Millburn Elementary Playground**

Contract Amount \$173,416.00  
Installation of Playground Equipment, Curbing, Fencing & Surfacing  
Completed Fall 2019  
Millburn School District #24  
Stephen Johns (847) 245-2920

### **Marion Jordan Elementary**

Contract Amount \$233,506.00  
Playground System Installation, Surfacing & Site Amenities  
Completed Fall 2019  
Palatine CCSD #15  
David Scott (847) 963-3000

### **May Whitney Elementary**

Contract Amount \$88,101  
Playground Supply and Installation - PHASE 1  
Completed Summer 2019  
Lake Zurich CUSD #95  
Lyle Erstad (847-540-4950)

### **A-C Central Elementary School**

Contract Amount \$70,670  
Playground Installation & Surfacing  
Completed Winter 2018  
A-C Central Community Unit School District 262  
Aubrey Stevens (217) 476-6026

### **Ludwig Elementary School**

Contract Amount \$ 191,343.00  
Playground Installation & Surfacing  
Completed Summer 2018  
Will Co. School Dist #92  
Teresa Bishop (815) 838-8031



# Edward Hynes Park Playground

## **Concept #3**

Vendor: The Kenneth Company (Play Illinois)



PROPOSAL: 129-126832-3

**EDWARD WILLIAM HYNES PARK**



INFORMATION  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

2264 SQ.FT.

PERIMETER

353 FT.

STRUCTURE SIZE

65' 5" x 93' 11"

STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



Registered to ISO 9001

Registered to ISO 14001

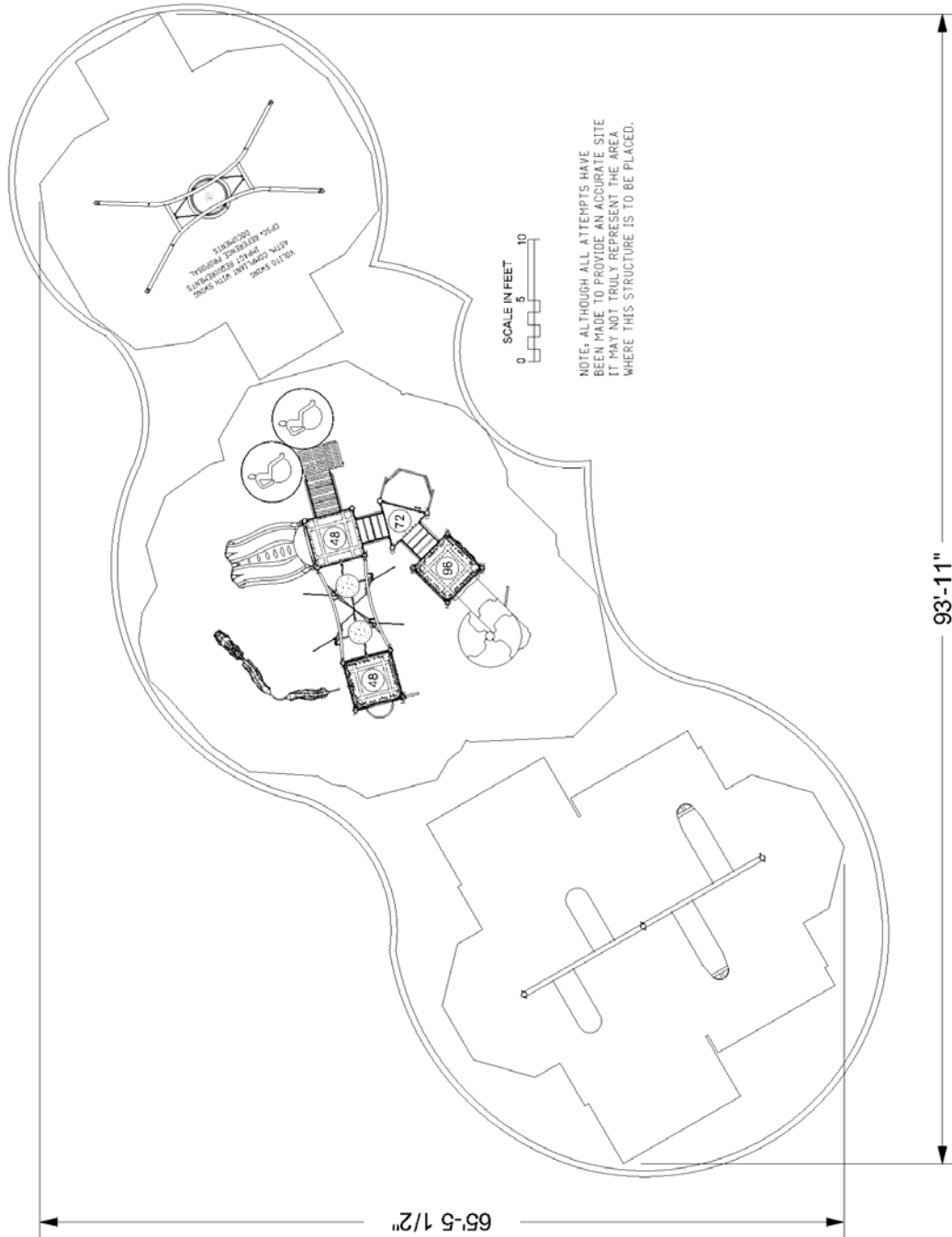


To verify product certification, visit [www.ipema.org](http://www.ipema.org)

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org)

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.



**WARNING!**

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

**ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)**

NUMBER OF PLAY EVENTS:	15
NUMBER OF ELEVATED PLAY EVENTS:	6
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 6
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 7
NUMBER OF GROUND LEVEL PLAY EVENTS:	RECD: 3
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	RECD: 3



SERIES: Basics, Nucleus  
SITE PLAN  
DRAWN BY: Tyler Hess

Edward William Hynes Park  
4675 E. Albrecht Road  
Lake in the Hills, IL 60156

February 27, 2020

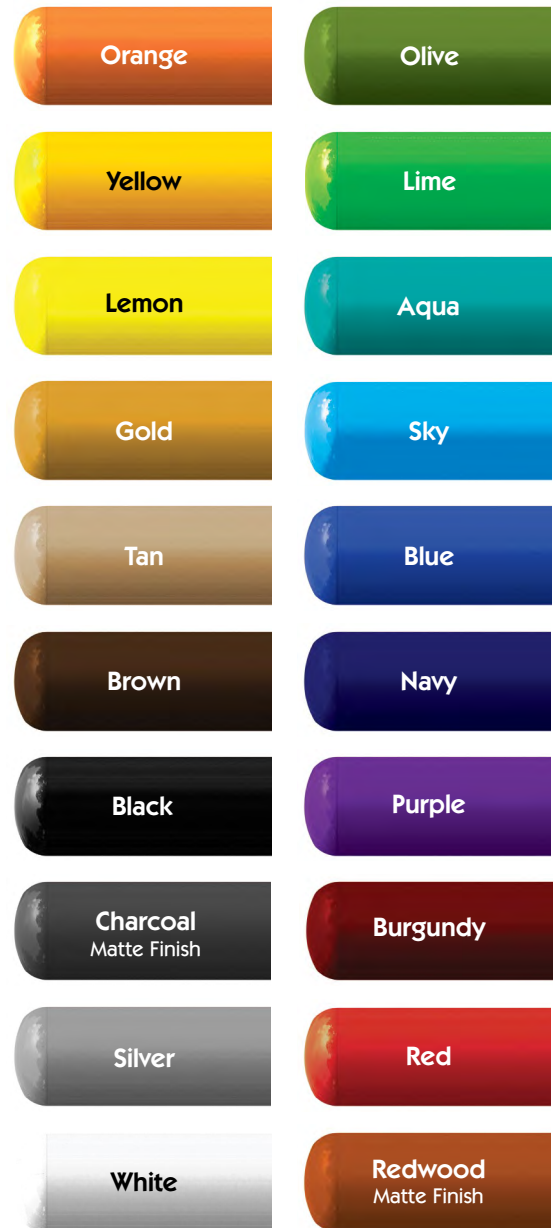
Play Illinois, LLC  
129-126832-2

# COLORS THAT MOVE YOU

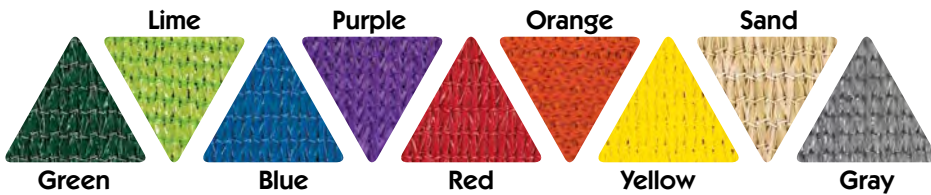
## HDPE PLASTIC PANELS



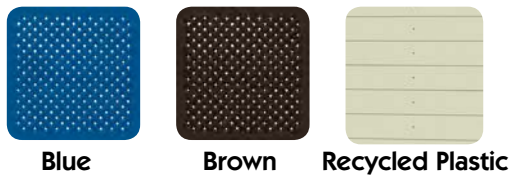
## POWDER COAT PAINT



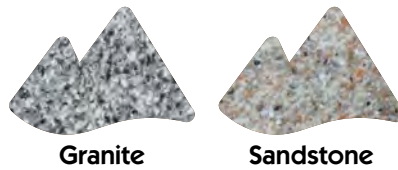
## SHADE CANOPIES



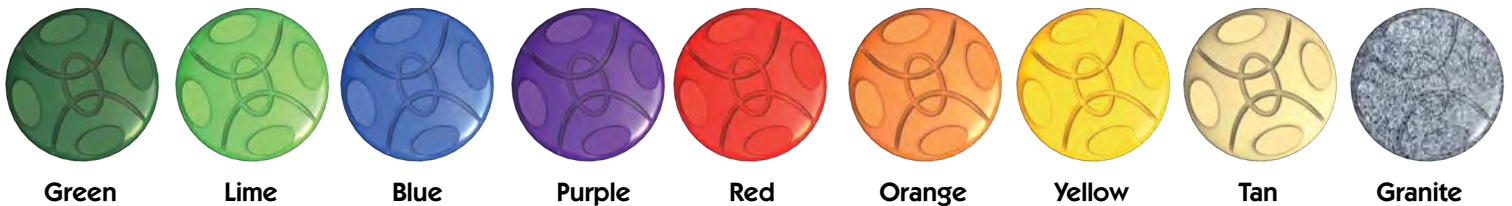
## PLATFORMS



## ROCKIT CLIMBERS



## ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLORSELECTION](http://BCIBURKE.COM/COLORSELECTION) TO CUSTOMIZE YOUR PLAYGROUND COLORS!

## APPENDIX 1 SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
---------	-----------	--------------------------------------

Our Parent/Child Seat does not include a Tot Seat. Rather our Konnection® Swing, is an incredible experience that promotes intergenerational play, engagement and interaction when adults and children swing together. Children can also enjoy swinging together and older children can engage with younger children while advancing skills such as cooperation, teamwork and developing their proprioceptive systems. A welcoming, clean form characterizes the Konnection Swing and ease of use is inherent in the construction right down to the details in the sliding backrest and comfortable, contoured design.



In this design an ADA seat was not provided. Instead a child can either use the Konnection Seat or the Volito Swing. With the Volito, the whole group can swing together. The large disc-like seat is perfect for children of all abilities to interact and develop improved balance and posture.



**APPENDIX 2**  
**REFERENCE SCHEDULE**

1. Organization           Please see enclosed reference list          

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

2. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

3. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

4. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

5. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_



# THE KENNETH COMPANY

16W064 JEANS RD

LEMONT IL 60439

Phone: 630-679-2750

Fax: 630-325-2780

## REFERENCE LIST

<u>Contact</u>	<u>Job</u>	<u>Year</u>
Burr Ridge Park District Jim Pacanowski (630) 920-1969	Harvester Park Citizens Park	2016, 2017 2017
Westmont Park District Bob Fleck (630) 969-8080	Ty Warner Park	2016, 2017
Downers Grove SD 58 Ken Young (630) 719-5839	Whittier School	2017
West Chicago Park District Gary Major (630) 231-9474	Kress Creek Park Pioneer Park Reed Keppler Park	2016, 2017 2017 2017
Fox Valley Park District Nathan Troia (630) 897-0516	Verona Ridge Park Cumberland Park	2017 2016
Glen Ellyn SD 41 Dave Scarmardo (630) 534-7212	Forest Glen School Benjamin Franklin School Churchill School	2017 2017 2016

**APPENDIX 3**  
**SUBCONTRACTORS WHO WILL PERFORM WORK ON THE PROJECT**

<b>Name</b>	<b>Address</b>	<b>Work to be performed</b>
The Kenneth Company	30W218 Butterfield Road, Warrenville, IL	Installation of Playground Equipment

**APPENDIX 4**  
**VILLAGE OF LAKE IN THE HILLS**  
**PROPOSAL CERTIFICATION FORM**  
**Playground Equipment Purchase and Installation for Edward Hynes Park**

**COMPANY NAME:** The Kenneth Company

**CONTACT PERSON:** Ken Maloney

**ADDRESS:** 30W218 Butterfield Road, Warrenville, IL 60555

**TELEPHONE:** 630-514-3632

**EMAIL:** kcooffice2019@gmail.com

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO PROPOSERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF Seventy Six Thousand Four Hundred Ninety Nine Dollars  
( \$ 76,499.00 )

PROPOSED MANUFACTUER: BCI Burke, Proposal # 129-126832-3

PROPOSED INSTALLER: The Kenneth Company

**1. COSTS:**

The undersigned hereby affirms and states that the prices proposed herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of 60 days after the proposal due date.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Proposer, or to secure any advantage against any other Proposer or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Proposer will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Proposer specifically attesting to the provisions of 5/33E-3 and 5/33E-4

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Proposer must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the proposal, but the Proposer must have one in order to receive a contract.

The undersigned hereby also certifies that the proposal is in compliance with all other applicable federal, state, and local laws.

**2. DELIVERY REQUIREMENTS:**

If applicable, the undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

**3. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for said Playground Equipment Purchase and Installation for Edward Hynes Park, [he/she] will completely perform the contract in strict accordance with its terms and conditions by August 1, 2020.

**4. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Playground Equipment Purchase and Installation for Edward Hynes Park, in accordance with the following specifications and drawings (if required) as attached.

**5. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, proposals shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of proposal.

Dated at KCO office this 17th day of March, 2020.

By: Keith Neely  
(Signature of President or designee)

Its: President  
Title

Kenneth Maloney, being duly sworn, deposes and states that he/she is the President of The Kenneth Co. and that the statement above is

true and correct. Subscribed and sworn before me this 18th day of March, 2020

(NOTARY STAMP)

[Signature]  
Notary Public



**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

# BCI BURKE GENERATIONS WARRANTY®

## The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

### We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

## TERMS OF SALE

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2018

# Horner Park Playground

## **Concept #1**

Vendor: Green-Up (NuToys)



SLR  
landscape  
structures  
PLAYLSI.COM

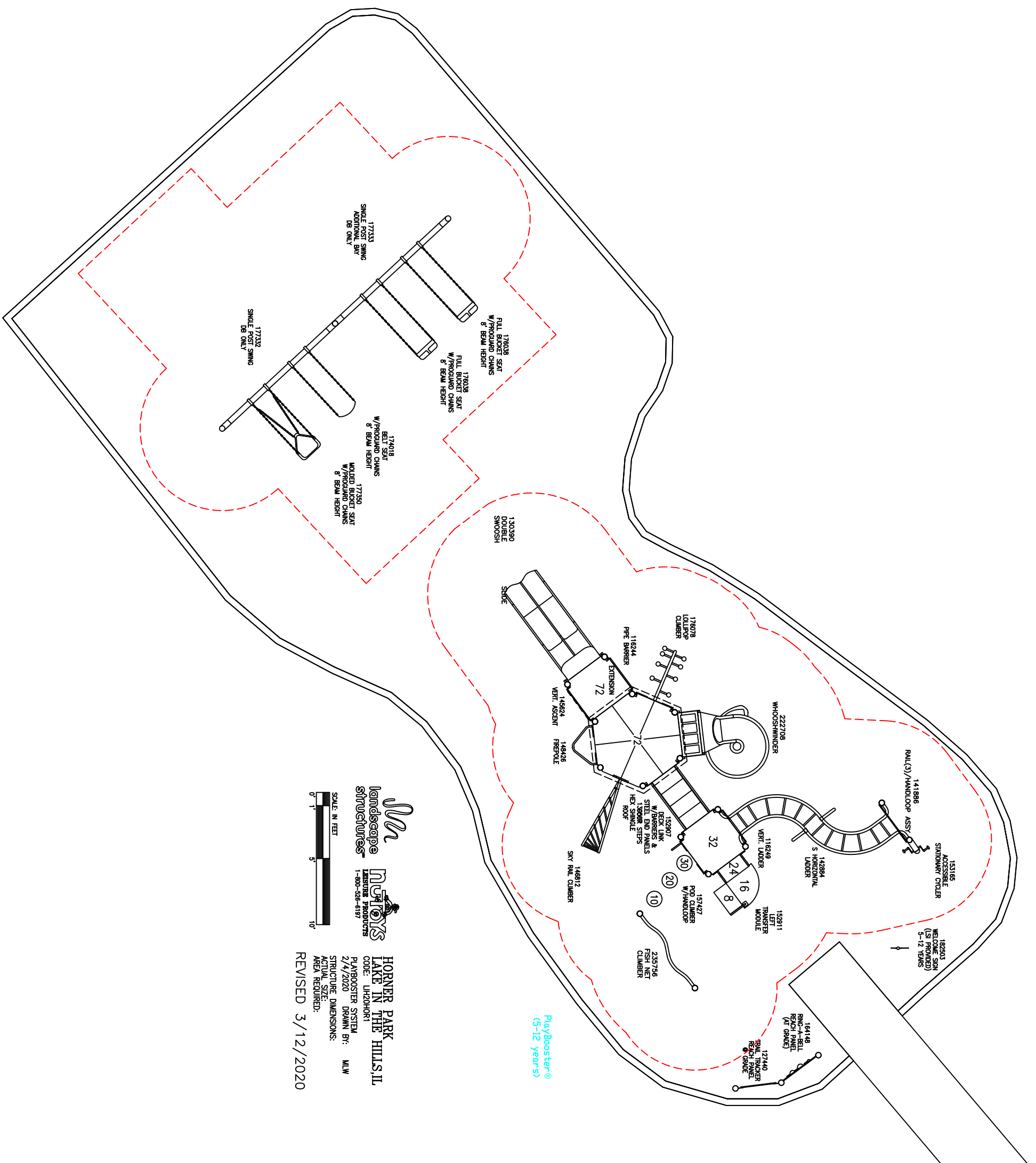


**nutroys**  
Leisure Products  
(800) 526-6197

# Horner Park







177333 SINGLE POST SWING  
ADDITIONAL BAY  
DB ONLY

177333 SINGLE POST SWING  
DB ONLY

178038 FULL BUCKET SEAT  
W/PROGUARD CHAINS  
& BEAM HEIGHT

178038 FULL BUCKET SEAT  
W/PROGUARD CHAINS  
& BEAM HEIGHT

174018 BELT SEAT  
W/PROGUARD CHAINS  
& BEAM HEIGHT

177350 MOUNTED BUCKET SEAT  
W/PROGUARD CHAINS  
& BEAM HEIGHT

130390 DOUBLE  
SMOOSH  
SLIDE

178078 LOLLOPOP  
CLIMBER

118244 PRE SWINGER  
EXTENSION

148224 VERT. ASCENT

148426 FIBROULE

222708 WHOOSHWINDER

142894 S HORIZONTAL  
LADDER

152911 LEFT  
TRANSFER  
MODULE

152907 ARCHWAY  
W/PROGUARD  
& STEEL END PANELS  
1 3/8"X8" STEPS  
HEX SHINGLE  
ROOF

148812 SIV RAIL CLIMBER

157427 POP CLIMBER  
W/HANDLOOP

235756 FISH NET  
CLIMBER

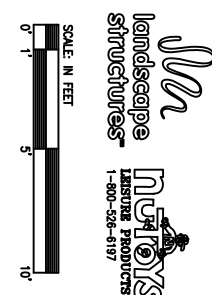
164148 RING-A-BELL  
REACH PANEL  
(AT GRADE)

127140 RAIL TRACKER  
REACH PANEL  
(AT GRADE)

141886 RAIL(3)/HANDLOOP ASSY

153185 ACCESSIBLE  
STANDARD CYCLER

182503 WELCOME SIGN  
(S1 PROVIDED)  
5-12 YEARS



**HORNER PARK  
LAKE IN THE HILLS, IL**  
CODE: LH20H001  
PLAYBOOSTER SYSTEM  
2/4/2020 DRAWN BY: MLW  
STRUCTURE DIMENSIONS:  
ACTUAL SIZE:  
AREA REQUIRED:  
REVISED 3/12/2020

PlayBooster®  
(5-12 years)

**APPENDIX 1  
SCHEDULE OF ALTERATIONS AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
---------	-----------	--------------------------------------

NONE		
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**APPENDIX 2  
REFERENCE SCHEDULE**

1. Organization Marquardt School District 15 - Winnebago Elementary  
Contact Person Steven Stavropolos  
Telephone number 630-469-7615 EXT 1151  
Work Description Installation of Landscape Structures play equipment

---

2. Organization Mannheim School District 83 - Roy and Scott School  
Contact Person Tom Mazur  
Telephone number 708-839-5959  
Work Description Installation of Landscape Structures play equipment

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3. Organization U of C Laboratory Schools  
Contact Person Joseph Wachowski  
Telephone number 773-834-1555  
Work Description Installation of playground equipment

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4. Organization Lockport Township  
Contact Person Greg Ludwig  
Telephone number 815-838-5016 ext 12  
Work Description Installation of playground equipment

---

5. Organization St. John Brebeuf Catholic Church & School C/O THE CATHOLIC BISHOP OF CHICAGO  
Archdiocese of Chicago  
Contact Person Ronald Reed  
Telephone number 312-534-5310  
Work Description Installation of Landscape Structures Playbooster Play Equipment and Tuff Tumber  
Boarder

---

**APPENDIX 3  
SUBCONTRACTORS WHO WILL PERFORM WORK ON THE PROJECT**

Name	Address	Work to be performed
NONE		



**APPENDIX 4**  
**VILLAGE OF LAKE IN THE HILLS**  
**PROPOSAL CERTIFICATION FORM**  
**Playground Equipment Purchase and Installation for Horner Park**

**COMPANY NAME:** Green-Up

**CONTACT PERSON:** Bernard Schroeder

**ADDRESS:** 13520 S Budler Rd, Plainfield IL 60544

**TELEPHONE:** 815-372-3000

**EMAIL:** brs@green-up.com

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO PROPOSERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF Seventy Six Thousand Five Hundred Dollars  
( \$ 76,500.00 )

PROPOSED MANUFACTURER: Landscape Structures, Inc

PROPOSED INSTALLER: Green-Up

**1. COSTS:**

The undersigned hereby affirms and states that the prices proposed herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of 60 days after the proposal due date.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Proposer, or to secure any advantage against any other Proposer or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Proposer will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Proposer specifically attesting to the provisions of 5/33E-3 and 5/33E-4

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Proposer must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the proposal, but the Proposer must have one in order to receive a contract.

The undersigned hereby also certifies that the proposal is in compliance with all other applicable federal, state, and local laws.

**2. DELIVERY REQUIREMENTS:**

If applicable, the undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

**3. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for said Playground Equipment Purchase and Installation for Horner Park, [he/she] will completely perform the contract in strict accordance with its terms and conditions by August 1, 2020.

**4. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Playground Equipment Purchase and Installation for Horner Park, in accordance with the following specifications and drawings (if required) as attached.

**5. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, proposals shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of proposal.

Dated at Green-Up this 16 day of March, 2020.

By:   
(Signature of President or designee)

Its: Director of Operations  
Title

Bernard Schroeder, being duly sworn, deposes and states that he/she is the Director of Operations of Green-Up and that the statement above is

true and correct. Subscribed and sworn before me this 16 day of March, 2020

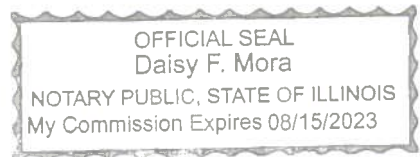
(NOTARY STAMP)   
Notary Public

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_





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

March 12, 2020

HORNER PARK  
 LAKE IN THE HILLS, IL  
 REVISED  
 PLAYBOOSTER SYSTEM

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>
<b>5-12 YEAR OLDS STRUCTURE</b>		
1	235756A	Fish Net DB
1	146812A	Sky Rail Climber 72"Dk DB
1	152907D	Deck Link w/Barriers Steel end panels 4 Steps
1	176078B	Lollipop Climber 72"Dk DB
1	157427B	Pod Climber w/Handloop 32"Dk DB Right Handhold
1	145624D	Vertical Ascent 72"Dk
1	116249A	Vertical Ladder 32"Dk DB
1	152911A	Curved Transfer Module Left 32"Dk DB
1	178710A	Hexagon Tenderdeck
1	111229A	Square Deck Extension
1	111228A	Square Tenderdeck
1	116244A	Pipe Barrier Above Deck
1	153165A	Stationary Cyclor Accessible
1	142884A	2" S Horizontal Ladder DB
1	141886B	Access/Landing Assembly Rails Barrier Left 32"Dk
1	111404F	108"Alum Post DB
7	111404E	116"Alum Post DB
2	111404A	148"Alum Post DB
6	111403A	182"Alum Post For Roof DB
1	130567A	Hex Shingle Roof <sup>1</sup>
1	130390A	Double Swoosh Slide 72"Dk DB1
1	148426B	Firepole Perm Handholds 72"Dk DB
1	222708A	WhooshWinder Slide 72"Dk DB1
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury
<b>4 Place Single Post Swing Set</b>		
1	174018A	Belt Seat Proguard Chains 8' Beam
1	177350A	Molded Bucket Seat (5-12 yrs) ProGuard Chains for 8' Beam
2	176038A	Full Bucket Seat Proguard Chains 8' Beam
1	177332A	Single Post Swing Frame 8' Beam
1	177333A	Single Post Swing Frame Addtl Bay 8' Beam

**Ground Level Wheelchair Accessible Panels**

- 1 164148B Ring-A-Bell Reach Panel (Ground Level)
- 1 127440A Trail Tracker Reach Panel (Ground Level)
- 3 111404J 76" Alum Post DB

**\*\*\*PLEASE NOTE\*\*\***

**APPENDIX 4 INCLUDES PLAYGROUND EQUIPMENT  
AND SHIPPING COSTS ALONG WITH GREEN-UPS SCOPE OF WORK.**

**ADA CHART**

**ADA GUIDE LINES**

TOTAL ELEVATED PLAYSTRUCTURE COMPONENTS - 8

**NO RAMP REQUIRED**

	<b>PROVIDED</b>	<b>REQUIRED</b>
PLAYSTRUCTURE COMPONENTS ACCESSIBLE VIA RAMP	N/A	N/A
PLAYSTRUCTURE COMPONENTS ACCESSIBLE VIA TRANSFER	8	4
GROUND LEVEL EVENTS	8	3
GROUND LEVEL TYPES	7	3

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

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

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

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

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

**5-Year Limited Warranty** On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

**3-Year Limited Warranty** On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

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

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



## 2020 Play Equipment Warranty

You have our word.

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

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

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

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

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2020





# Horner Park Playground

## **Concept #2**

Vendor: The Kenneth Company (Play Illinois)



**HORNER PARK**

**PROPOSAL: 129-126838-2**





INFORMATION  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

1801 SQ.FT.

PERIMETER  
293 FT.

STRUCTURE SIZE  
35' 4" x 79' 10"

STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



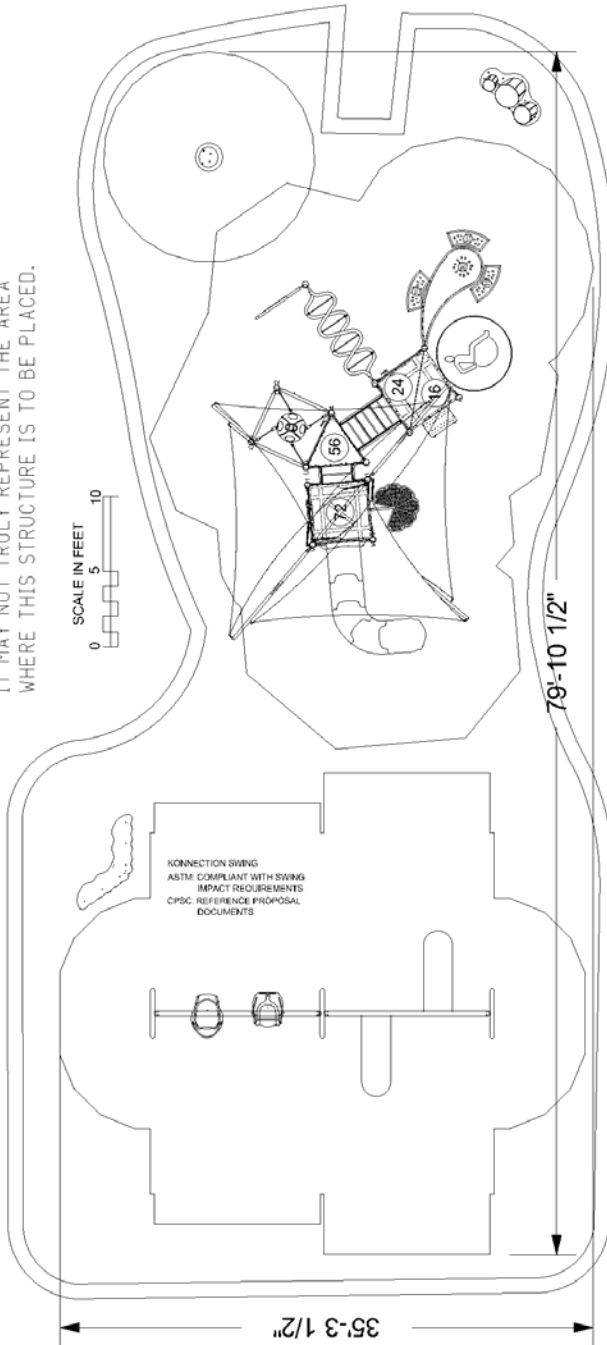
To verify product certification, visit [www.ipema.org](http://www.ipema.org)

The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org)

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.



**WARNING!**

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

**ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)**

NUMBER OF PLAY EVENTS:	16
NUMBER OF ELEVATED PLAY EVENTS:	5
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 5
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 11
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 6
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	RECD: 0
	RECD: 3
	RECD: 2
	RECD: 2



SERIES: Basics, Intensity, Nucleus  
SITE PLAN  
DRAWN BY: Tyler Hess

Horner Park  
359 Council Trail  
Lake in the Hills, IL 60156

March 14, 2020  
Play Illinois, LLC  
129-126838-2

# COLORS THAT MOVE YOU

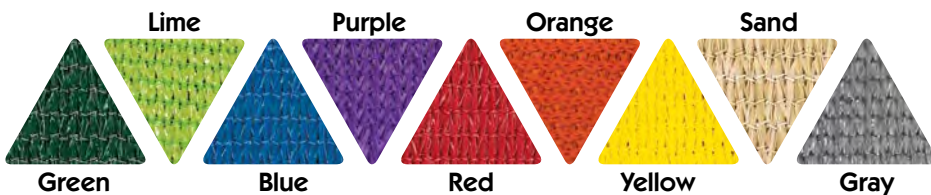
## HDPE PLASTIC PANELS



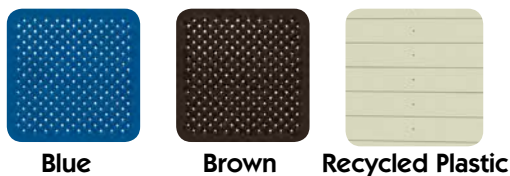
## POWDER COAT PAINT



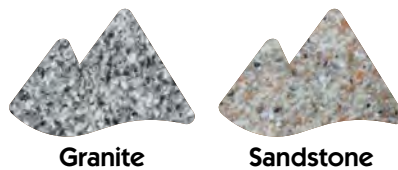
## SHADE CANOPIES



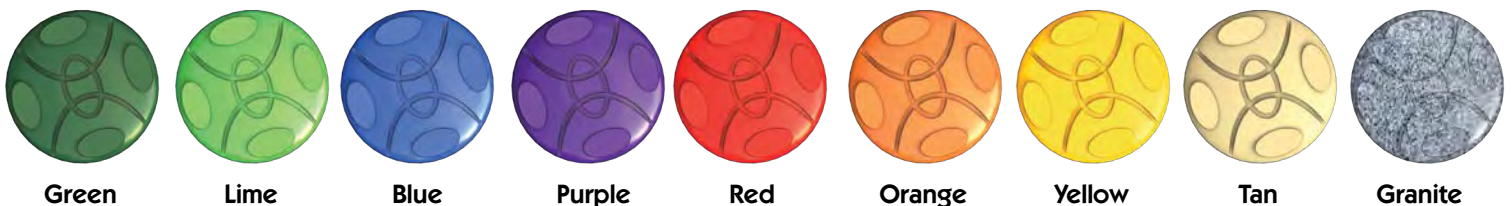
## PLATFORMS



## ROCKIT CLIMBERS



## ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLORSELECTION](http://BCIBURKE.COM/COLORSELECTION) TO CUSTOMIZE YOUR PLAYGROUND COLORS!

## APPENDIX 1 SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
---------	-----------	--------------------------------------

		<p>Our Parent/Child Seat does not include a Tot Seat. Rather our Konnection® Swing, is an incredible experience that promotes intergenerational play, engagement and interaction when adults and children swing together. Children can also enjoy swinging together and older children can engage with younger children while advancing skills such as cooperation, teamwork and developing their proprioceptive systems. A welcoming, clean form characterizes the Konnection Swing and ease of use is inherent in the construction right down to the details in the sliding backrest and comfortable, contoured design.</p>
--	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------





**APPENDIX 2**  
**REFERENCE SCHEDULE**

1. Organization Please see enclosed reference list

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

2. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

3. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

4. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

5. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_



# THE KENNETH COMPANY

16W064 JEANS RD

LEMONT IL 60439

Phone: 630-679-2750

Fax: 630-325-2780

## REFERENCE LIST

<u>Contact</u>	<u>Job</u>	<u>Year</u>
Burr Ridge Park District Jim Pacanowski (630) 920-1969	Harvester Park Citizens Park	2016, 2017 2017
Westmont Park District Bob Fleck (630) 969-8080	Ty Warner Park	2016, 2017
Downers Grove SD 58 Ken Young (630) 719-5839	Whittier School	2017
West Chicago Park District Gary Major (630) 231-9474	Kress Creek Park Pioneer Park Reed Keppler Park	2016, 2017 2017 2017
Fox Valley Park District Nathan Troia (630) 897-0516	Verona Ridge Park Cumberland Park	2017 2016
Glen Ellyn SD 41 Dave Scarmardo (630) 534-7212	Forest Glen School Benjamin Franklin School Churchill School	2017 2017 2016

**APPENDIX 4**  
**VILLAGE OF LAKE IN THE HILLS**  
**PROPOSAL CERTIFICATION FORM**  
**Playground Equipment Purchase and Installation for Horner Park**

**COMPANY NAME:** The Kenneth Company

**CONTACT PERSON:** Ken Maloney

**ADDRESS:** 30W218 Butterfield Road, Warrenville, IL 60555

**TELEPHONE:** 630-514-3632

**EMAIL:** kcooffice2019@gmail.com

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO PROPOSERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF Seventy Six Thousand and Sixteen Dollars  
( \$ 76,016.00 )

PROPOSED MANUFACTUER: BCI Burke, Proposal #129-126838-2

PROPOSED INSTALLER: The Kenneth Company

**1. COSTS:**

The undersigned hereby affirms and states that the prices proposed herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of 60 days after the proposal due date.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Proposer, or to secure any advantage against any other Proposer or any person interested in the proposed contract.

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The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Proposer will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Proposer specifically attesting to the provisions of 5/33E-3 and 5/33E-4

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The undersigned hereby also certifies that the proposal is in compliance with all other applicable federal, state, and local laws.

**2. DELIVERY REQUIREMENTS:**

If applicable, the undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

**3. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for said Playground Equipment Purchase and Installation for Horner Park, [he/she] will completely perform the contract in strict accordance with its terms and conditions by August 1, 2020.

**4. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Playground Equipment Purchase and Installation for Horner Park, in accordance with the following specifications and drawings (if required) as attached.

**5. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, proposals shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of proposal.

Dated at KCO office this 18<sup>th</sup> day of MARCH, 2020.

By: Kenneth Mzloney  
(Signature of President or designee)

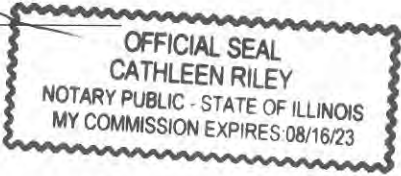
Its: President  
Title

Kenneth Mzloney, being duly sworn, deposes and states that he/she is the President of The Kenneth Co and that the statement above is

true and correct. Subscribed and sworn before me this 18<sup>th</sup> day of MARCH, 2020

(NOTARY STAMP)

[Signature]  
Notary Public



**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_



# BCI BURKE GENERATIONS WARRANTY®

## The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

### We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

## TERMS OF SALE

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2018

# Horner Park Playground

## **Concept #3**

Vendor: The Kenneth Company (Play Illinois)





**HORNER PARK**

**PROPOSAL: 129-126839-2**



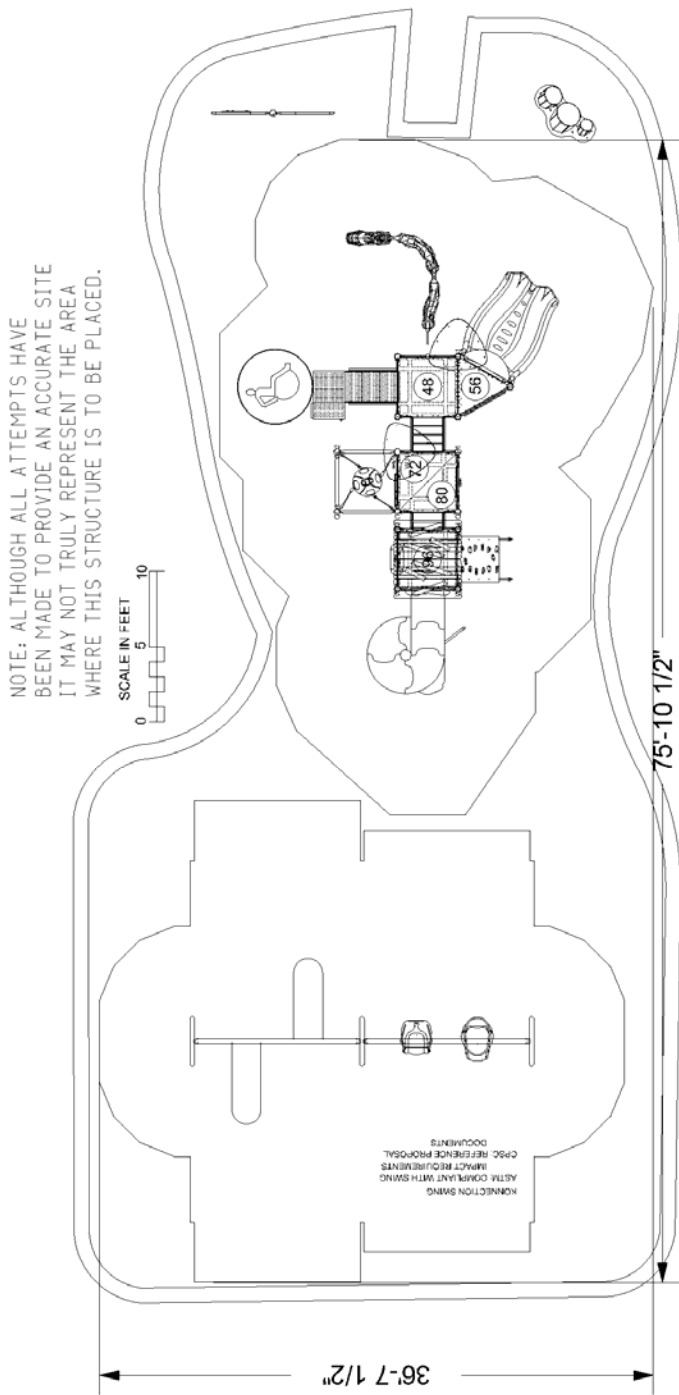


SERIES: Basics, Intensity, Nucleus  
 SITE PLAN  
 DRAWN BY: Tyler Hess

Horner Park  
 359 Council Trail  
 Lake in the Hills, IL 60156

February 27, 2020

Play Illinois, LLC  
 129-126839-2



INFORMATION  
 MINIMUM FALL ZONE  
 SURFACED WITH  
 RESILIENT MATERIAL  
 AREA  
 1749 SQ.FT.  
 PERIMETER  
 257 FT.  
 STRUCTURE SIZE  
 36' 7" x 75' 10"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.ipema.org](http://www.ipema.org)

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

### ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS:	15
NUMBER OF ELEVATED PLAY EVENTS:	7
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	PROVIDED: 7
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	PROVIDED: 8
NUMBER OF GROUND LEVEL PLAY EVENTS:	PROVIDED: 5
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	RECD: 0
	RECD: 4
	RECD: 2
	RECD: 2

### WARNING!

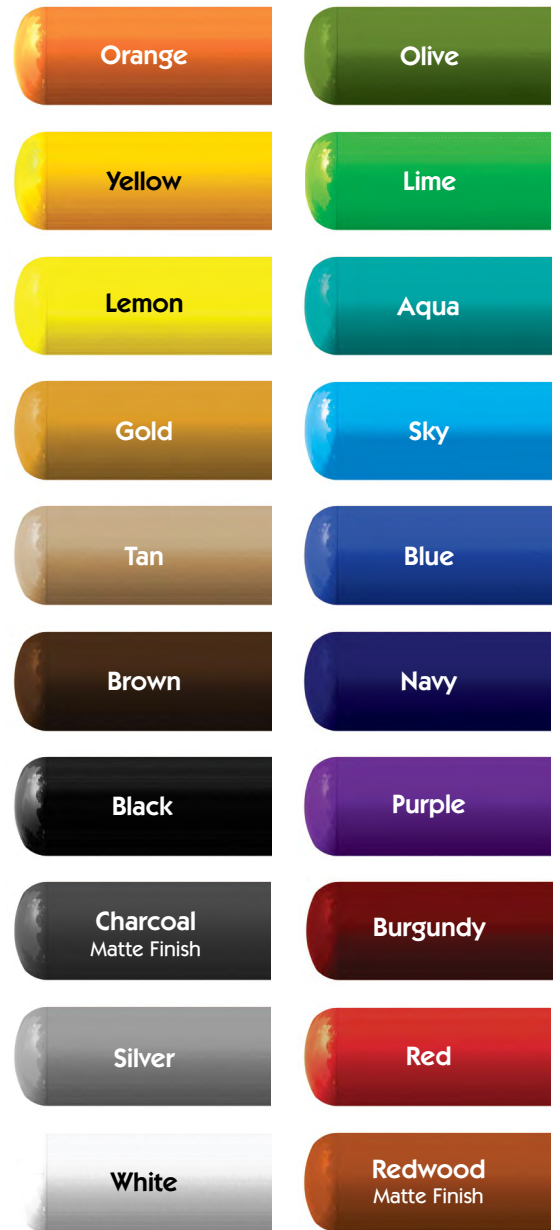
ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.  
 FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.  
 PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

# COLORS THAT MOVE YOU

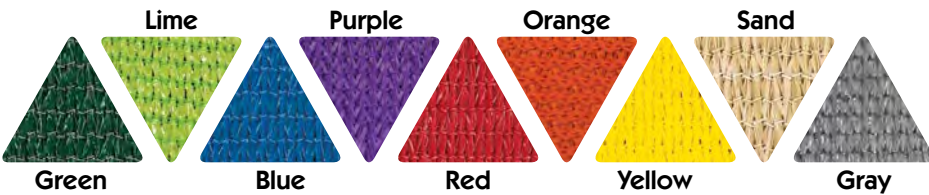
## HDPE PLASTIC PANELS



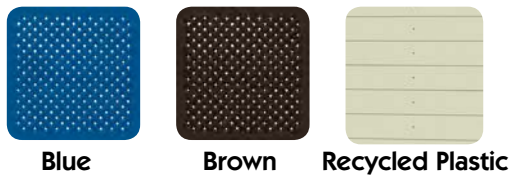
## POWDER COAT PAINT



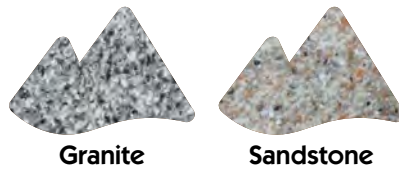
## SHADE CANOPIES



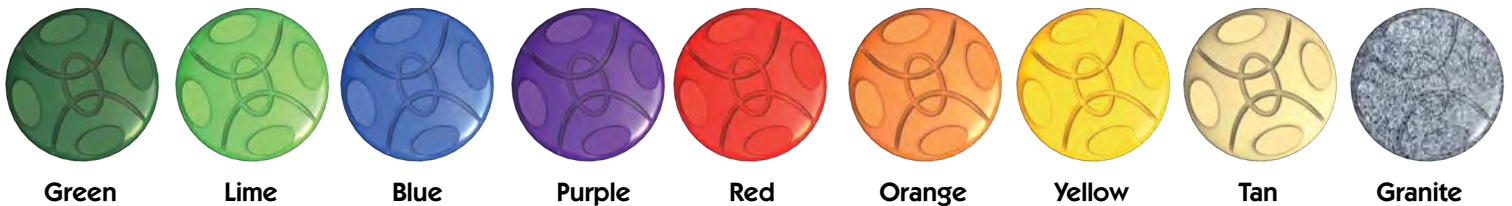
## PLATFORMS



## ROCKIT CLIMBERS



## ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLORSELECTION](http://BCIBURKE.COM/COLORSELECTION) TO CUSTOMIZE YOUR PLAYGROUND COLORS!



# APPENDIX 1

## SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION                      PARAGRAPH    EXPLANATION OF ALTERNATIVE/DEVIATION

Our Parent/Child Seat does not include a Tot Seat. Rather our Konnection® Swing, is an incredible experience that promotes intergenerational play, engagement and interaction when adults and children swing together. Children can also enjoy swinging together and older children can engage with younger children while advancing skills such as cooperation, teamwork and developing their proprioceptive systems. A welcoming, clean form characterizes the Konnection Swing and ease of use is inherent in the construction right down to the details in the sliding backrest and comfortable, contoured design.



**APPENDIX 2**  
**REFERENCE SCHEDULE**

1. Organization           Please see enclosed reference list          

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

2. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

3. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

4. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

5. Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone number \_\_\_\_\_

Work Description \_\_\_\_\_

\_\_\_\_\_

# THE KENNETH COMPANY

16W064 JEANS RD

LEMONT IL 60439

Phone: 630-679-2750

Fax: 630-325-2780

## REFERENCE LIST

<u>Contact</u>	<u>Job</u>	<u>Year</u>
Burr Ridge Park District Jim Pacanowski (630) 920-1969	Harvester Park Citizens Park	2016, 2017 2017
Westmont Park District Bob Fleck (630) 969-8080	Ty Warner Park	2016, 2017
Downers Grove SD 58 Ken Young (630) 719-5839	Whittier School	2017
West Chicago Park District Gary Major (630) 231-9474	Kress Creek Park Pioneer Park Reed Keppler Park	2016, 2017 2017 2017
Fox Valley Park District Nathan Troia (630) 897-0516	Verona Ridge Park Cumberland Park	2017 2016
Glen Ellyn SD 41 Dave Scarmardo (630) 534-7212	Forest Glen School Benjamin Franklin School Churchill School	2017 2017 2016



**APPENDIX 4**  
**VILLAGE OF LAKE IN THE HILLS**  
**PROPOSAL CERTIFICATION FORM**  
**Playground Equipment Purchase and Installation for Horner Park**

**COMPANY NAME:**           The Kenneth Company            
**CONTACT PERSON:**           Ken Maloney            
**ADDRESS:**           30W218 Butterfield Road, Warrenville, IL 60555            
**TELEPHONE:**           630-514-3632            
**EMAIL:**           kcooffice2019@gmail.com          

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO PROPOSERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF Seventy Six Thousand One Hundred Ninety Four Dollars  
( \$ 76,194.00 )

PROPOSED MANUFACTUER: BCI Burke, Proposal # 129-126839-2

PROPOSED INSTALLER: The Kenneth Company

**1. COSTS:**

The undersigned hereby affirms and states that the prices proposed herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of 60 days after the proposal due date.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Proposer, or to secure any advantage against any other Proposer or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Proposer will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Proposer specifically attesting to the provisions of 5/33E-3 and 5/33E-4



The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Proposer must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the proposal, but the Proposer must have one in order to receive a contract.

The undersigned hereby also certifies that the proposal is in compliance with all other applicable federal, state, and local laws.

**2. DELIVERY REQUIREMENTS:**

If applicable, the undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

**3. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for said Playground Equipment Purchase and Installation for Horner Park, [he/she] will completely perform the contract in strict accordance with its terms and conditions by August 1, 2020.

**4. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Playground Equipment Purchase and Installation for Horner Park, in accordance with the following specifications and drawings (if required) as attached.

**5. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, proposals shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of proposal.

Dated at KCO office this 18<sup>th</sup> day of MARCH, 2020.

By: Kenneth Mzloney  
(Signature of President or designee)

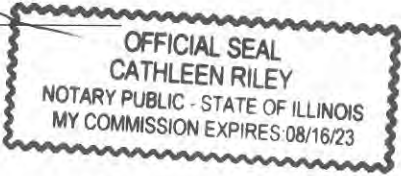
Its: President  
Title

Kenneth Mzloney, being duly sworn, deposes and states that he/she is the President of The Kenneth Co and that the statement above is

true and correct. Subscribed and sworn before me this 18<sup>th</sup> day of March, 2020

(NOTARY STAMP)

[Signature]  
Notary Public



**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_

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For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

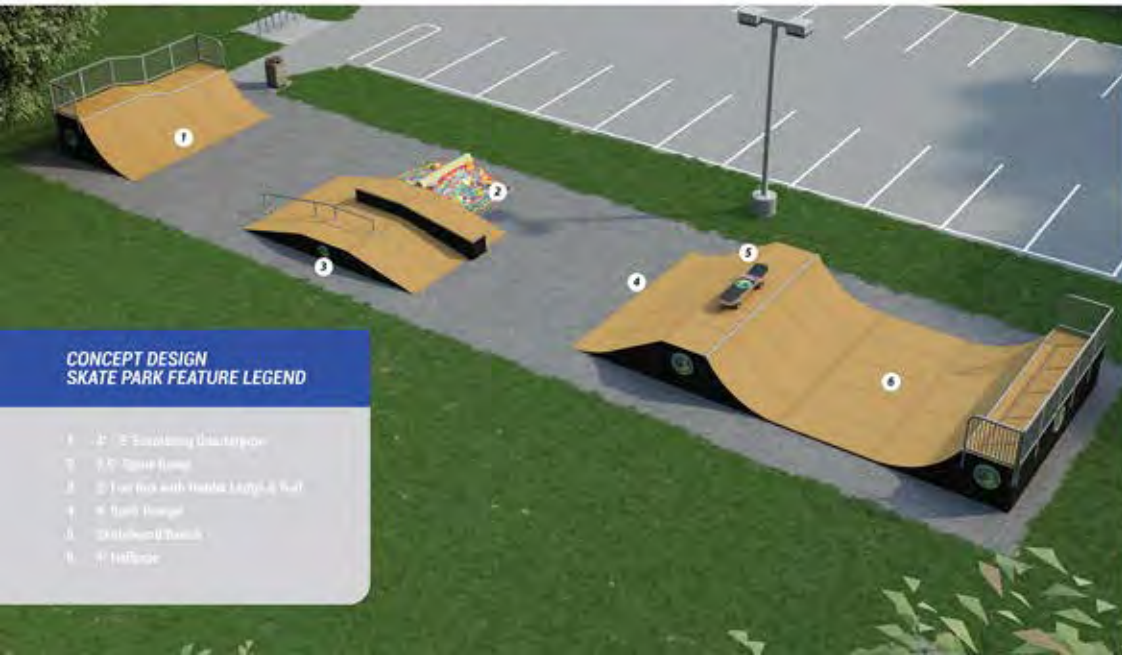
01/2018

# Richard Taylor Skate Park

## **Concept #1**

Vendor: American Ramp Company





**CONCEPT DESIGN  
SKATE PARK FEATURE LEGEND**

- 1. 2' x 5' Sweeping Quarterpipe
- 2. 2' x 2' Table Ramp
- 3. 2' x 2' Flat Box with 1/2" Metal Lip(s) & Rail
- 4. Bank Storage
- 5. Skateboard Bench
- 6. Halfpipe



**APPENDIX 1**  
**SCHEDULE OF ALTERATIONS AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
---------	-----------	--------------------------------------

No deviations from minimum standards.



**APPENDIX 2  
REFERENCE SCHEDULE**

1. Organization Tinley Park Park District - Tinley Park, IL  
Contact Person Ryan Veldman  
Telephone number (708) 342-4200  
Work Description Concept design, design engineering, production,  
and installation of community skate park.
2. Organization Palatine Park District - Palatine, IL  
Contact Person Jim Holder  
Telephone number (847) 705-5131  
Work Description Public design development, concept design and design  
engineering, production, and installation of community skate park.
3. Organization Quincy Park District - Quincy, IL  
Contact Person Rome Frericks  
Telephone number (217) 919-0290  
Work Description Concept design, design engineering, production,  
and installation of community skate park.
4. Organization Lockport Park District - Lockport, IL  
Contact Person Greg Ludwig  
Telephone number (815) 838-5016 ext. 2  
Work Description Concept design, design engineering, production,  
and installation of community skate park.
5. Organization Glenview Park District - Glenview, IL  
Contact Person Ken Wexler  
Telephone number (224) 521-2264  
Work Description Concept design, design engineering, production,  
and installation of community skate park.

**APPENDIX 3  
SUBCONTRACTORS WHO WILL PERFORM WORK ON THE PROJECT**

<b>Name</b>	<b>Address</b>	<b>Work to be performed</b>
None - will self perform		

**APPENDIX 4**  
**VILLAGE OF LAKE IN THE HILLS**  
**PROPOSAL CERTIFICATION FORM**

**Skate Park Equipment Purchase and Installation for the Richard Taylor Skate Park**

**COMPANY NAME:** American Ramp Company  
**CONTACT PERSON:** Jeremy Jones  
**ADDRESS:** 601 S McKinley Ave., Joplin, MO 64801  
**TELEPHONE:** (417) 483-9513  
**EMAIL:** jeremy@americanrampcompany.com

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO PROPOSERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Proposer is not barred from submitting a proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

FOR THE LUMP SUM OF ONE HUNDRED TEN THOUSAND Dollars  
(\$ 110,000.00)

PROPOSED MANUFACTUER: American Ramp Company

PROPOSED INSTALLER: American Ramp Company

**1. COSTS:**

The undersigned hereby affirms and states that the prices proposed herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All proposals shall be held valid for a period of 60 days after the proposal due date.

The undersigned hereby also certifies that this proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person, to put in a sham proposal or to refrain from submitting a proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said proposal, or that of any other Proposer, or to secure any advantage against any other Proposer or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Proposer will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Proposer specifically attesting to the provisions of 5/33E-3 and 5/33E-4

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Proposer must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the proposal, but the Proposer must have one in order to receive a contract.

The undersigned hereby also certifies that the proposal is in compliance with all other applicable federal, state, and local laws.

**2. DELIVERY REQUIREMENTS:**

If applicable, the undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

**3. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for the Skate Park Equipment Purchase and Installation for the Richard Taylor Skate Park project, [he/she] will completely perform the contract in strict accordance with its terms and conditions by August 1, 2020.

**4. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Skate Park Equipment Purchase and Installation for the Richard Taylor Skate Park, in accordance with the following specifications and drawings (if required) as attached.

**5. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, proposals shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base proposal and/or alternate proposal any item at the prices indicated in the itemization of proposal.

Dated at Joplin, Missouri this 16th day of March, 2020.

By: [Signature]  
(Signature of President or designee)

Its: President  
Title

Natha Bemo, being duly sworn, deposes and states that he/she is the \_\_\_\_\_

President of American Ramp Company and that the statement above is

true and correct. Subscribed and sworn before me this 16<sup>th</sup> day of March, 2020

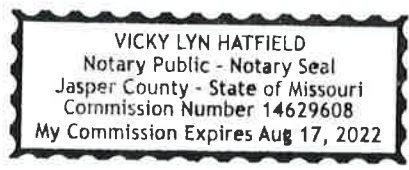
(NOTARY STAMP) Vicky Lyn Hatfield  
Notary Public

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_





REQUEST FOR PROPOSAL:  
**SKATE PARK EQUIPMENT AND INSTALLATION FOR THE  
RICHARD TAYLOR PARK SKATE PARK**  
Village of Lake in the Hills, IL





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# COVER LETTER

March 16, 2020

Dear Village of Lake in the Hills,

Hello from American Ramp Company! Thank you again for providing our team the opportunity to present the village with our concept proposal for the replacement of the skate park at Richard Taylor Park. This is a project we've followed for several years and have provided info for planning and high level design at different points. As such, we are uniquely familiar with the project and site and have a special interest in its success.

You will find we've included several hard copies of our proposal brochure, a poster of the skate park design, and the original signed bid documents for the Richard Taylor Park skate park replacement. We have also provided a electronic versions of documents on the included flash drive. In these pages you'll find our proposal, firm qualifications, company info, and relevant project references.

We know you'll find the information we've provided useful, but we look forward to answering any questions that you may have.

Respectfully,

Jeremy Jones  
 Action Sports Development Manager  
 American Ramp Company  
 417-206-6816 (x104)  
 jeremy@americanrampcompany.com

American Ramp Company  
 601 S. McKinley Ave.  
 Joplin, MO 64801



# PROJECT REFERENCES

## QUALIFICATIONS

American Ramp Company is an international company that operates out of a fully equipped 57,000 sq. ft. corporate office and manufacturing facility located in Joplin, MO. Our team uses state-of-the-art network infrastructure to operate a variety of design, engineering and management software. In addition, American Ramp Company operates a CNC router to cut with laser precision and ensure that all manufactured materials are perfect every time.

Our creative team is qualified in multiple disciplines to handle skatepark projects from promotion to conception to construction. American Ramp Company offers custom skatepark design services to municipalities, architects, engineers, landscape architects, contractors, and private interest groups. All our designers are skateboarders or BMXers making them uniquely qualified to understand current action sports' trends and safety issues. Combined expertise in landscape architecture, project management, and action sports marketing make American Ramp Company the top choice for skatepark development, design, and construction.



**20 YEARS | 40+ COUNTRIES | 3000+ PROJECTS**



**PALATINE PARK DISTRICT SKATE PARK**  
PALATINE, IL

**SCOPE OF SERVICES:**  
Design, manufacturing, and installation.

**PROJECT COMPLETION:**  
2019

**CONTACT:**  
Jim Holder  
Superintendent of Parks & Planning  
847-705-5131  
jholder@palatineparks.org





# TINLEY PARK DISTRICT SKATE PARK TINELY, IL



# LOCKPORT PARK DISTRICT SKATE PARK LOCKPORT, IL



**SCOPE OF SERVICES:**

Design, manufacturing, and installation.

**PROJECT COMPLETION:**

April 2016

**CONTACT:**

Sandy Chevalier  
Parks and Recreation Director  
708-342-4216  
sandy.chevalier@tinleyparkdistrict.org



**SCOPE OF SERVICES:**

Design, manufacturing, and installation.

**PROJECT COMPLETION:**

August 2018

**CONTACT:**

Greg Ludwig  
Project Coordinator & ADA Coordinator  
(815) 838-1183  
GLudwig@lockportpark.org





# GLENVIEW PARK DISTRICT SKATE PARK GLENVIEW, IL



# LINCOLN PARK SKATEPARK QUINCY, IL



**SCOPE OF SERVICES:**  
Design, manufacturing, and installation.

**PROJECT COMPLETION:**  
April 2019

**CONTACT:**  
Ken Wexler  
Park Planner  
224-521-2552  
Ken.Wexler@GlenviewParks.org



**SCOPE OF SERVICES:**  
Design, manufacturing, and installation.

**PROJECT COMPLETION:**  
May 2017

**CONTACT:**  
Rome Frericks  
Executive Director  
217-430-4563  
rfrericks@quincyparkdistrict.com





# TAYLOR SKATE PARK DESIGN PROPOSAL

[Return to Agenda](#)

[Return to Agenda](#)



1



2



STREET STYLE

TRANSITION STYLE

YOUR ARC SKATE PARK DESIGN INCLUDES BOTH TRANSITION AND STREET STYLE TERRAIN FOR THE COMPLETE SKATE EXPERIENCE.



3



4

5

6

## CONCEPT DESIGN SKATE PARK FEATURE LEGEND

- 1. 4' - 5' Escalating Quarterpipe
- 2. 2.5' Spine Ramp
- 3. 2' Fun Box with Hubba Ledge & Rail
- 4. 4' Bank Ramps
- 5. Skateboard Bench
- 6. 4' Halfpipe





# PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	Lake in the Hills, IL Proposed Schedule	90 days	Mon 3/16/20	Fri 7/17/20
2	RFP Due	1 day	Mon 3/16/20	Mon 3/16/20
3	Award Date	1 day	Fri 4/24/20	Fri 4/24/20
4	Notice to Proceed/Execution of Contract	2 days	Wed 5/6/20	Thu 5/7/20
5	Manufacturing of Equipment	35 days	Mon 5/11/20	Fri 6/26/20
6	Shipping of Equipment	2 days	Fri 6/26/20	Mon 6/29/20
7	Installation of Equipment	14 days	Mon 6/29/20	Thu 7/16/20
8	Final Walk/Sign Off	1 day	Fri 7/17/20	Fri 7/17/20



Task	Inactive Summary	External Task
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Milestone Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

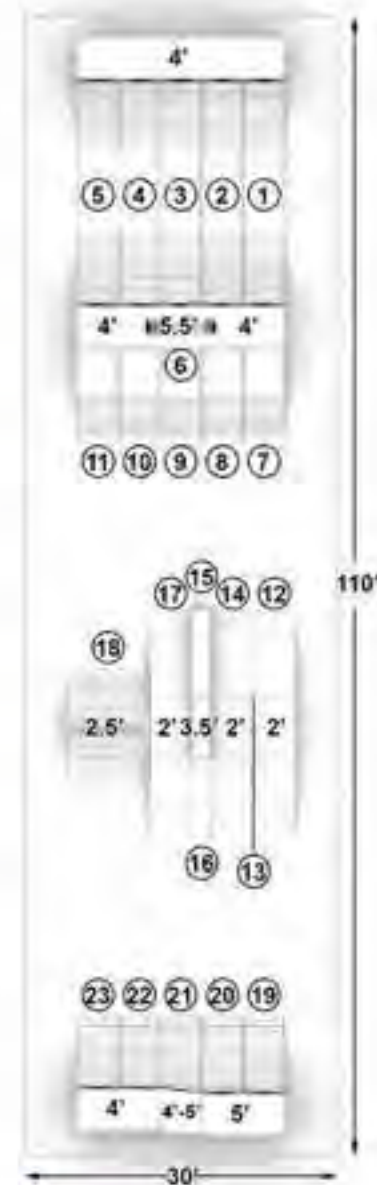
\*These dates may change based on actual award date and weather.



americanrampcompany.com

# ITEMIZED PRICING

Item	Obstacle	Height	Width	Length	Price
1	Half Pipe	4.0'	4.0'	30.0'	\$9,355.71
2	Half Pipe	4.0'	4.0'	30.0'	\$9,005.71
3	Half Pipe	4.0'	4.0'	30.0'	\$9,005.71
4	Half Pipe	4.0'	4.0'	30.0'	\$9,005.71
5	Half Pipe	4.0'	4.0'	30.0'	\$9,355.71
6	Old Skool Bench (Pro Ops)	1.5'	1.5'	6.0'	\$3,539.25
7	Bank Ramp	4.0'	4.0'	9.0'	\$1,914.57
8	Bank Ramp	4.0'	4.0'	9.0'	\$1,914.57
9	Bank Ramp	4.0'	4.0'	9.0'	\$1,914.57
10	Bank Ramp	4.0'	4.0'	9.0'	\$1,914.57
11	Bank Ramp	4.0'	4.0'	9.0'	\$1,914.57
12	Wedge, Flat, Wedge	2.0'	4.0'	22.0'	\$5,780.72
13	Grind Rail, Kinked (Round)	1.5'	2"	15.0'	\$600.00
14	Wedge, Flat, Wedge	2.0'	4.0'	22.0'	\$5,780.72
15	Planter (2' wide)	3.5'	2.0'	14.5'	\$6,662.56
16	Bank Ramp (Wedge) 2' Wide	2.0'	2.0'	8.0'	\$1,515.01
17	Wedge, Flat, Wedge	2.0'	4.0'	22.0'	\$6,320.72
18	DIY Spine (Pro Ops)	2.5'	8.0'	12.0'	\$4,679.02
19	Quarter Pipe	5.0'	4.0'	12.0'	\$4,286.62
20	Quarter Pipe	5.0'	4.0'	12.0'	\$3,936.62
21	Quarter Pipe Raked	4'-5"	4.0'	12.0'	\$4,054.51
22	Quarter Pipe	4.0'	4.0'	11.0'	\$3,596.43
23	Quarter Pipe	4.0'	4.0'	11.0'	\$3,946.43
	Freight				Free
<b>TOTAL</b>					<b>\$110,000.00</b>



## ASTM STANDARDS

Your ARC skate park design meets all US ASTM standards for above ground skate parks.



## CUSTOM COLORS

Our standard color palette consists of tan riding surface and black enclosures (as shown in skate park rendering). American Ramp Company offers a variety of custom color options for an additional cost of 10%.



## Warranty Statement

Pro Series
<ul style="list-style-type: none"> <li>20-year limited on all steel ramp components</li> </ul>
<p>Begins on the date of delivery or when the on-site work is complete, under the condition that the skatepark equipment has no defect in material and/or workmanship. Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. Installation of replacement parts are not covered under this warranty and freight is to be prepaid by purchaser. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.</p>
<p><b>Exceptions to Warranty</b></p>
<p>Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warranted. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company. American Ramp Company will in no way be held liable for any damages, problems, or injuries that occur as a result of an installation that is not factory installed or supervised by factory trained personnel.</p>
<p><b>Disclaimer of Consequential Damages</b></p>
<p>American Ramp Company shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.</p>
<p><b>Safety</b></p>
<p>Purchasers are responsible for ordering equipment appropriate to the level of expected users. Equipment should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).</p>

## Warranty Statement

X-Series
<ul style="list-style-type: none"> <li>20-year limited on all steel ramp components</li> <li>15-year limited on all HDPE substrate</li> <li>5-year limited on phenolic surface</li> </ul>
<p>Begins on the date of delivery or when the on-site work is complete, under the condition that the skatepark equipment has no defect in material and/or workmanship. Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. Installation of replacement parts are not covered under this warranty and freight is to be prepaid by purchaser. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.</p>
<p><b>Exceptions to Warranty</b></p>
<p>Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warranted. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company. American Ramp Company will in no way be held liable for any damages, problems, or injuries that occur as a result of an installation that is not factory installed or supervised by factory trained personnel.</p>
<p><b>Disclaimer of Consequential Damages</b></p>
<p>American Ramp Company shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.</p>
<p><b>Safety</b></p>
<p>Purchasers are responsible for ordering equipment appropriate to the level of expected users. Equipment should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).</p>



# INFORMATIONAL MEMORANDUM

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**MEETING DATE:** April 2, 2020  
**DEPARTMENT:** Community Services  
**SUBJECT:** Facility Use Reservations

## EXECUTIVE SUMMARY

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The Community Services Department recently implemented new recreation software, Community Pass, which will be used to improve the facilities reservations process. Users will have direct online access in real time to reserve a facility. There will be a simplified block scheduling system of reserving a morning, afternoon, or evening block of time. These changes will apply to the Village Hall's multi-purpose and community rooms, the LaBahn-Hain House, and picnic shelters.

The breakdown of the block scheduling is as follows:

7:30 a.m. - 11:30 a.m. - Morning Block  
12:00 p.m. - 4:00 p.m. - Afternoon Block  
4:30 p.m. - 11:30 p.m. - Evening Block

## FINANCIAL IMPACT

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Hourly rental rates remain the same.

## ATTACHMENTS

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Community Pass facility rental block rates.

Facility Use Policy.

## SUGGESTED DIRECTION

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To inform the Parks & Recreation Board of the proposed administrative changes to facility rentals.

# Village of Lake in the Hills

## Facility Use



## Policies, Fees & Applications

Revised May 25, 2005  
Revised December 9, 2005  
Revised February 8, 2007  
Revised December 6, 2007  
Revised February 12, 2008  
Revised June 12, 2008  
Revised July 31, 2009  
Revised November 12, 2009  
Revised May 24, 2010  
Revised October 5, 2010  
Revised June 23, 2011  
Chapter 8.15C Revised & Approved  
Revised March 14, 2013  
Revised August 2013  
Revised December 12, 2013  
Revised June 12, 2014  
Revised August 14, 2015  
Revised January 27, 2017  
Revised March 30, 2019



## **Village of Lake in the Hills Facility Use Policy**

### **A. Reservations**

Certain Village facilities may be utilized for public or private assembly on terms and conditions set forth in this policy. Approval for facility use will require that the event or activity meet the following standards:

- That the primary purpose of any gathering provides for an activity or program that would be in the best interest of the community and provides a positive benefit.
- That the activity or event does not discriminate, degrade or portray disrespect toward any individual or organization and/or creates a negative impact to the community.
- That the soliciting or collection of money for the purpose of sales, promotion or negotiating for sales within said facilities is prohibited without prior authorization from the ~~Director of Parks and Recreation~~ **Public Works, Public Works designee or Recreation Department designee**.
- Requested time of facility use will be considered and approved by the Village's Director of ~~Parks and Recreation, or designee~~ **Public Works, Public Works designee or Recreation Department designee**.

Those interested in reserving a Village Facility are required to complete the Village of Lake in the Hills Facility Use Permit Form or agree to the policies via the online facility reservation. The Facility Use Permit Form must be submitted to the ~~Parks~~ **Director of Public Works, Public Works designee or Recreation Department designee** ~~Recreation Department~~ along with all applicable security deposits, fees, and/or insurance documentation in order for approval to be considered.

Available Facilities:

- LaBahn-Hain House – Year Round Village Hall Rooms – Year Round (Except holidays)
  - Community Room
  - Multi-Purpose Room (Lower Level) Athletic Fields – Year Round
- Picnic Shelters – Reservations accepted ~~on~~ **from** the first Monday in February **to September 30 of** ~~for~~ the current calendar year (Available from May 1 to September 30)

### **B. Definitions**

1. Village of Lake in the Hills – any facility or field use for Village events, meetings, programs, and /or contracted programs (to include Lake in the Hills Affiliate Organizations).
2. Residents: Any person residing in the Village of Lake in the Hills.

3. Non-residents: Any person or group residing outside the village limits of Lake in the Hills.
4. Civic Groups: Not-for-profit groups benefitting the community based on discretion of Director of ~~Parks and Recreation~~ **Public Works, Public Works designee or Recreation Department designee**.

#### C. **Scheduling**

Village facilities are available for use by the general public on a first come, first serve basis. All facility reservations will require at least seven days notice prior to the rental date and no more than a six months advance notice **facilities are reserved in real-time and can be reserved up to one year in advance**. If staff is able to accommodate a reservation with less than a seven day notice, a \$50 fee will be applied.

##### **Facilities**

Scheduling for all facilities are subject to the discretion of the Director of ~~Parks & Recreation, or designee~~ **Public Works, Public Works designee or Recreation Department designee**. Priority in scheduling shall be as follows:

1. Village of Lake in the Hills
2. Residents / Non-residents
3. Affiliate Groups / Community Civic Groups (limit 2 times per month)

##### **Athletic Fields**

Scheduling for all athletic fields are subject to the discretion of the Director of ~~Parks & Recreation, or designee~~ **Public Works, Public Works designee or Recreation Department designee**. Priority in scheduling shall be as follows:

1. Village of Lake in the Hills (including Affiliate groups)
2. Residents
3. Non-Residents

##### **Plote Field**

1. Village related use
2. YAA
3. NIMBL
4. American Legion
5. Residents
6. Non-residents

#### D. **Eligibility**

Residents/Non-residents making a reservation for a Lake in the Hills facility must be at least 21 years of age and be present at the activity or event.

#### E. **Maintenance**

- Facilities are to be left in an acceptable, clean, and orderly condition. The facility user bears the responsibility of removing all personal items and materials from the facility.
- All accumulated trash in bathrooms, kitchen, rental room(s), outside shelters, and perimeter park areas is to be disposed of in available trash receptacles or dumpster.
- Tables and chairs are to be properly cleaned, stacked, and stowed at the conclusion of the gathering. Picnic tables must be returned within the shelter.
- Removal of Village property from a facility is absolutely prohibited and will be prosecuted to the fullest extent of the law.
- Prior to exiting a facility, ensure that all interior lights are turned off and check ALL exit doors to ensure that they are locked.
- Renters must comply with all regulations and ordinances of the Village of Lake in the Hills including the Noise Ordinance, the park, or facility use hours, etc.

#### F. **Rules & Regulations**

- The Village has the authority to deny or restrict use of a requested facility for any reason.
- Smoking tobacco and the use of smokeless tobacco products is prohibited in all public facilities or within 15 feet of any entrance to a public place, sports field, athletic court, skate park, recreational shelter or structure, public beach, disc golf course, splash pad, and dog park in the Village.
- No alcoholic beverages are allowed in Village facilities or on any park grounds.  
Exception: the Liquor Commissioner may grant a daily/event permit, which is processed by the Administration Department for an additional fee. Applicants who are not acting on behalf of an organization or club may request that the Village accept a general liability policy covering the event in lieu of the insurance required under Chapter 33. The Village may accept such alternative coverage where the policy includes social host liquor liability insurance and names the Village as an additional insured for the duration of the event for which the Facility and Park Use Permit and daily or event permit has been requested. The policy shall maintain limits no less than \$1,000,000 per occurrence. (Note: this is a separate policy, not part of a homeowner's insurance policy.) The cost for this policy would be in addition to the cost of the daily/event permit.
- Facility phones are to be used for emergencies only.
- Any unusual incidents (i.e. property damage, injury to user, conflict/argument between users, etc.) should be immediately reported to the ~~Parks & Recreation Department~~ **Director of Public Works, Public Works designee or Recreation Department designee** or the Police Department.
- Facility Use Permit will be issued upon ~~approval of request~~ **receipt of an online payment.**

- A copy of the ~~approved~~ reservation **payment receipt** must be on site during your rental.
- Pets are prohibited in Village indoor facilities (exception: Service dogs or other approved service animals)
- The Village of Lake in the Hills will not be liable for any claims for injury, illness or damages resulting from or arising out of the use of the Village's facilities or premise adjacent thereto. The renter agrees to indemnify the Village and hold it harmless against any and all such claims, damages, losses, and expenses, including incidents arising out of the consumption, preparation or disposal of food at the facility. If requested by the Village, the renter shall carry insurance against such claims and furnish the Village with a certificate of insurance evidencing same.

#### G. Village Indoor Facilities

(Village Hall Community and Multi-Purpose Rooms, and LaBahn Hain House):

- All indoor facility rentals require a ~~two-hour minimum~~ **pre-determined block** rental. ~~This does not~~ **Block rental time parameters** include the set-up and clean-up time **so events should begin and end accordingly.**
- ~~A minimum of seven days notice is required for~~ Village Hall facility rentals **are made in real-time and can be made same day if a facility is available.**
- The facilities may not be utilized past ~~11pm at Village Hall and midnight at the LaBahn Hain House~~ **11:30pm. Village of Lake in the Hills Police Department confirms facilities are cleared and secure while on patrolling the respective areas.**
- ~~Up to 30 minutes prior to the agreed rental start time will be authorized for facility set up.~~
- ~~Up to 30 minutes beyond agreed rental end time will be authorized for facility clean up.~~

#### H. Village Outdoor Facilities

##### • Picnic Shelters

- Parks are open from sunrise to sunset.
- Shelter reservation is only for exclusive use of the shelter, and not the adjacent grounds.
- Fishing in any lake or pond is authorized with the possession of a valid state fishing license. Fish caught must be returned to the pond/lake.
- Vehicles are not allowed on the bike paths to load and unload items for a shelter rental.
- Charcoal used for grills must be extinguished prior to the party leaving the premise.
- If inclement weather on day of rental, payment can be transferred to a new date or refunded.

##### • Athletic Fields



Athletic fields are designated as the following: Baseball, Softball, Football, Soccer, Lacrosse, Cricket, Basketball, Volleyball, and Tennis

- Games shall be completed by sunset or 10:30pm at lighted fields.
- No hitting balls off of field fences.
- Smoking tobacco and the use of smokeless tobacco products is prohibited in all public facilities or within 15 feet of any entrance to a public place, sports field, athletic court, skate park, recreational shelter or structure, public beach, disc golf course, splash pad, and dog park in the Village.
- Proper field maintenance and respect of the field/equipment is expected by all users.
- In addition to the notice requirements under section E, any property damage incurred during any play must be reported by the responsible party to the property owner.
- Alcohol is strictly prohibited anywhere on the grounds or park.
- Plote Field inquiries must contact the ~~Parks & Recreation Department~~ **Public Works or Public Works designee.**

#### I. **Fees**

Fees vary depending on the facility. Please refer to Exhibit A of this document for a complete list of fees by facility.

For additional information or to obtain a Facility Use Permit Form, contact the ~~Parks and Recreation Department~~ **Director of Public Works, Public Works designee or Recreation Department designee** at 600 Harvest Gate, Lake in the Hills, IL 60156 or call (847) 960-7460, [www.lith.org](http://www.lith.org).

### **EXHIBIT A – FEES**

#### **Deposit:**

No deposit is required for standard rentals. However, damage to facility or failure to follow cleaning guidelines and facility procedures will result in collection action.

A deposit fee of \$1,000 is required for major events. These are defined as events which require more than one acre of park site and anticipated attendance over 250 people. Examples include: carnival, circus, festival or a tournament.

#### **Cancellation Fees:**

- 14 days prior to the date of rental no refunds will be issued.
- 15 to 30 days prior to the date of rental a 25% rental fee refund would be issued.
- 31 to 60 days prior to the date of rental a 50% rental fee refund would be issued

- 61 days prior to the date of rental a full refund minus a \$5 service fee will be issued.

**Tournament Fees:**

Affiliate Organization tournament fees are spelled out in the Affiliate Agreement. Tournaments by outside organizations will be charged the appropriate hourly or game rate.

**Village Indoor Facilities:**

**Village Hall Community Room**

Resident	\$40 / hour
Non-Resident	\$70 / hour
Affiliate or Community Group	\$20 / use

**Village Hall Multi-Purpose Room**

Resident	\$60 / hour
Non-Resident	\$110 / hour
Affiliate or Community Group*	\$20 / use

\*Limit 2 times per month

**LaBahn Hain House**

Resident	\$50 / hour
Non-Resident	\$100 / hour
Affiliate or Community Group	\$20 / use

**Picnic Shelters:**

Weather information provided for transfer or refund

Groups < 50 people

Resident	\$75 / use
Non-Resident	\$100 / use
Affiliate or Community Group	\$20 / use

Groups > 50 people

Resident	\$100 / use
Non-Resident	\$125 / use
Affiliate or Community Group	\$20 / use
Barbara Key Park Resident	\$125 / use
Barbara Key Park Non-Resident	\$175 / use

**Athletic Fields:****Non Affiliate Organization Field Use**

Baseball/Softball/Soccer	Resident	\$15 / game
	Non-Resident	\$23 / game
Plote Field	Resident	\$20 / game
	Non-Resident	\$30 / game
	Resident Lights	\$25 / game
	Non-Resident Lights	\$40 / game
Basketball/Tennis/Volleyball	Resident	\$15 / game
	Non-Resident	\$23 / game
Football	Resident	\$50 / game
	Non-Resident	\$75 / game

**Affiliate Organizations**

Please refer to the Affiliate Organization guidelines and agreements for fee structure.

**Community Organizations (Non-for-profit / Civic Groups)**

These must complete a Park Use Permit Form; submit a certificate of insurance, and pay the civic rate.

<u>LaBahn-Hain House</u>	<u>Resident</u>	<u>Non-Resident</u>	<u>Hours Rented</u>	<u>Hours Charged</u>	<u>Price Per Hour Resident</u>	<u>Price Per Hour Non-Resident</u>
Morning Block: 07:30 am-11:30 am	\$150	\$300	4	3	\$ 50.00	\$ 100.00
Afternoon Block: 12:00 pm-04:00 pm	\$150	\$300	4	3	\$ 50.00	\$ 100.00
Evening Block: 04:30 pm-11:30 pm	\$300	\$600	7	6	\$ 50.00	\$ 100.00
<u>Village Hall - Multipurpose Room</u>						
Morning Block: 07:30 am-11:30 am	\$180	\$330	4	3	\$ 60.00	\$ 110.00
Afternoon Block: 12:00 pm-04:00 pm	\$180	\$330	4	3	\$ 60.00	\$ 110.00
Evening Block: 04:30 pm-11:30 pm	\$360	\$660	7	6	\$ 60.00	\$ 110.00
<u>Village Hall - Community Room</u>						
Morning Block: 07:30 am-11:30 am	\$120	\$210	4	3	\$ 40.00	\$ 70.00
Afternoon Block: 12:00 pm-04:00 pm	\$120	\$210	4	3	\$ 40.00	\$ 70.00
Evening Block: 04:30 pm-11:30 pm	\$240	\$420	7	6	\$ 40.00	\$ 70.00