



**Village of Lincolnwood
Parks and Recreation Board Meeting**

**Council Chambers
6900 N. Lincoln Ave.
Lincolnwood, IL 60712
September 12, 2017
7:00p.m.**

AGENDA

- I. Call to Order
- II. Approval of Minutes of August 8, 2017 meeting
- III. Audience Participation and Letters/Notes/Emails from the Public
- IV. Old Business
 - A. 2017 Lincolnwood Fest Recap
 - B. Follow Up Discussion on Bus Shelter Advertising Program
- V. New Business
 - A. Approval of a Resolution Authorizing the Purchase of Central Park Playground Equipment from BCI Burke Company
 - B. Approval of a Resolution Approving the Award of the Central Park Playground Installation Contract
 - C. Approval of an Ordinance Authorizing the Donation of Playground Equipment Owned by the Village of Lincolnwood
 - D. Approval of a Resolution to Close a Portion of Lincoln Ave. between Touhy and Pratt on Sunday, November 19 from 7am-11am from the 2017 Lincolnwood Turkey Trot
 - E. Discussion on Televising Park Board Meetings
- VI. Chairperson's Report
- VII. Commissioners' Reports
- VIII. Director's Report
- IX. Staff Report
- X. Adjournment



Lincolnwood Park and Recreation Board Meeting

Lincolnwood Village Hall – Council Chambers

August 8, 2017

DRAFT MINUTES

CALL TO ORDER

The meeting was called to order at 7:01 P.M.

PRESENT AT MEETING

Park Board Members: Laura Tomacic, Grace Diaz Herrera, Victor Shaw, Art Lovering, Reese Gratch, Carol Orah

Parks and Recreation Department Staff: Laura McCarty, Katie Gamroth

Village Board Liaison: Mayor Barry Bass

Village Staff: Charles Meyer, Assistant to the Village Manager

Audience: Ari Kirshner, 6644 N. Drake

NOMINATION FOR A NEW PARKS AND RECREATION BOARD CHAIR

McCarty- With the resignation of Sarah Hardin from the Park Board we need a nomination for a new Parks and Recreation Board Chair.

On motion Lovering/Tomacic approve Reese Gratch to assume the role as Parks and Recreation Board Chair effective at the August 8, 2017 meeting. 6-0, motion passed.

APPROVAL OF MINUTES

On motion Diaz Herrera/Tomacic approve the meeting minutes of the June 13, 2017. 6-0, motion passed.

AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

OLD BUSINESS

Board Discussion:

- Questions if there was any feedback about Lincolnwood Fest
- Asks about the condition of the fields

McCarty- Comments on having heard the event went smoothly and staff did not receive any complaints. Notes that the fields are coming along and in good shape.

NEW BUSINESS

A. Design Proposals for the Renovation of Central Park playground

McCarty- Provides background of park replacement program, Central park and replacement of equipment through Move With Us:

- Current equipment at Central Park was installed in 1994
- 2004 the strategic plan was implemented and playground replacement plan started.
- Currently have the opportunity to leverage funding through Move With Us, up to 100% matching funds for organizations who have not purchased a Burke playground in the past three years

McCarty- Provides background on Burke

- Burke is high quality equipment with good designs
- Lists off surrounding communities who have Burke playgrounds

McCarty- Speaks to the playground replacement process

- No request for proposals were completed for designs due to the grant opportunity
- Last week day camp looked at the designs and provided feedback, approximately 200 kids
- Park designs were brought out to the park on August 8, 2017 from 4-6pm for community input

- Park Board will make a motion on the design and then the installation bid will be released
- In September staff will come to the Park Board with a recommendation for installation
- The replacement will take place in November with the removal of the existing playground equipment and install of the new

McCarty- Informs board of the two playground options received

- Both for kids ages 2-12 and
- New equipment will fit in the existing footprint
- Five different color schemes
- The shade structures are not included

10 minute break to review designs

McCarty- Presents design feedback collected thus far

- Younger camp kids like design #2
- Older camp kids like design #1, it offers more climbing
- Yellow and blue color scheme is the front runner
- Design #1 is the front runner
 - Additional playground design comments*
 - Looks like there is more to do on design #1
 - Like to see more swings
 - Like to see tunnels
 - Like shade structures
 - Like pour and play surface
 - General park comments*
 - Known as the blue park
 - Several people would like the sandbox to go
 - More benches are needed
 - Suggestion to replace the sandbox with a splash pad
 - Suggestion to turn the park into a toddler only park
 - Suggestions to update and improve security around the basketball court. The ball can roll into the alley easily
 - Mention that the basketball court brings in non-residents

Kirshner- Comments on the park and playground

- Central park is an anchor of this community and very heavily used
- Currently six or seven benches and it is not uncommon to have 20-30 families out on a weekend
- Would like to see additional seating for adults and children incorporated
- Would like the board to consider the safety of the basketball courts and a possible renovation
- Comments that the sandbox is not one of the more heavily used items
- Either of the proposed designs would be fantastic

McCarty- Presents overall price breakdown.

Board Discussion:

- Notes the popular vote was design #1
- Bigger bang for the buck with design #1
- Comments on two schools of thought for colors; bright and flashy or more natural tone
- Additional seating is something that could be within reach
- Reach out to the community with the bench donation program to help with additional expense
- Not opposed to removing the sandbox if that is what the community would like
- Notes that if the less expensive design is chosen there would be additional funding to address the seating requests
- Comments on past issues with the basketball court, and questions if there has been a rise in phone calls to the police recently
- Suggests continuing the barrier that is currently at the basketball court, that will help to visually stop someone

Gamroth- Recalls a light going in near the park in the past few years to help reduce late night happenings at the park, and has not heard of a rise in police phone calls recently

Board Discussion:

- Comments on the budget and keeping within it while giving the community what they want
- Questions how many people came out to the park today and the breakdown of design choices
- Alley behind the tennis courts is concerning, people cut straight through and could be a traffic issue
- Notes that could be a Village issue, with traffic and possible opportunities to generate more funding for later changes in this park
- Questions if additional swings could be added

Gamroth – 21 people today chose design #1 and 14 chose design #2, with more adult feedback than kids

McCarty- Currently we are not able to add an additional if we are to stay within the footprint.

Board Discussion:

- Questions if a design is chosen are adjustments able to be made
- Could an item be removed to use the money for something else
- Questions if we want design #1 and the additional seating, would the board be comfortable with choosing design #2 to stay within budget
- Suggests not committing more funding than what is allocated, and that additional funding can be addressed with the Village Board
- Agrees to go with what design the community liked and add to it at a later date

McCarty- We can take design #1 to bid and add seating and basketball resurfacing and fencing as an alternate.

On motion Tomacic/Lovering move to approve design one for Central Park Renovation. 6-0, motion passed

On motion Tomacic/Oraha move to amend approved design one for Central Park Renovation to include color scheme number 5 (blue and yellow). 6-0, motion passed

B. Bus Shelter Advertising Program

Meyer- As noted in presentation

Board Questions- Location at McCormick and Touhy

Meyer- Southeast Corner

Lovering- Comments that this right by bike path, and is a dangerous area. This could be a visual obstruction. Questions if the shelter could be on the west side where there is no bike trail and less pedestrian traffic. If it cannot, than it should be recessed on the southeast corner

Board Questions- What buses would be utilizing the stop

Meyer-Pace 290, and CTA 96,11 and 82

Board Discussion:

- Could the shelter be moved half a block south
- Could it be moved north? Could it stop after the light instead of the right of it?
- For the proposed shelter on Pratt Avenue would that be in the sculpture park?
- Questions if the sign will be lit
- Questions who approves the signage

Meyer:

- Comments that the bus at times goes through the mall
- Confirms the shelter would not be lit with signage
- Village Board approval for the signage
- Agrees that the McCormick and Touhy could be an obstruction, if so they would not move forward with placement at that location
- Next steps are the committee of the whole for the Pratt and Keeler locations, if approved the project will take 6-9 months to complete

C. Consideration of a Request from M-NASR to hold Trivia Craze Fundraiser at the Community Center on Saturday, January 20, 2018 from 6:00-10:00pm

McCarty- Second year of the event, with no issues recorded from last year's event.

On motion Lovering/Tomacic to approve a request from M-NASR to hold Trivia Craze Fundraiser at the Community Center on Saturday, January 18, 2018 from 6:00-10:00pm 6-0, motion passed

D. Approval of a Resolution to Close a Portion of the Valley Line Trail between Pratt Ave. and Touhy Ave. on Saturday, October 7 from 9am – 10am for the My First Marathon Program Culmination

McCarty- looking to close valley line trail for My First Marathon. First year of program, looking to close this area from 9-10 am for the culmination of the event.

On motion Oraha/Shaw to approve a resolution to close a portion of the Valley Line Trail between Pratt and Touhy Avenues on Saturday, October 7, 2017 from 9:00-10:00am for the My First Marathon Program culmination event.

CHAIRPERSON’S REPORT –

COMMISSIONERS’ REPORTS –

DIRECTOR’S REPORT –

McCarty:

- Notes we are officially sold out of non-resident pool passes this year. We have sold out at 2,100. Overall we are up 82 pass holders.
- August 14 is the start of post season pool hours, weekend hours will remain the same
- Congratulations to Melissa Rimdzius who is off preparing for her upcoming wedding on Friday
- Friday is the last day of camp, and Last Hurrah is next week
- Lincolnwood Fest was a success with little damage to the fields with a \$25,000 estimated net profit. Financial statements will be provided soon
- School district is holding a solar eclipse event
- Over 10 people registered for Turkey Trot

STAFF REPORTS

- A. **SUPERINTENDENT OF RECREATION – GAMROTH**
As noted in report
- B. **SUPERINTENDENT OF PARKS AND FACILITIES – RIMDZIUS**
As noted in report
- C. **RECREATION SUPERVISOR – ANTOSZ**
As noted in report
- D. **COMMUNITY OUTREACH AND MARKETING COORDINATOR – VERING**
As noted in report
- E. **YOUTH PROGRAMS COORDINATOR - FLETCHER**
As noted in report

ADJOURNMENT

Meeting adjourned at 8:07 P.M.

Park Board Minutes prepared by: Katie Gamroth, Superintendent of Recreation

Park and Recreation Board President:

Signature

Date

McCarty.Laura

From: Avi Lev <alev@villahc.com>
Sent: Tuesday, August 29, 2017 7:59 AM
To: McCarty.Laura
Subject: Central Park Renovation

Hi Laura:

My name is Avi Lev and I live at 6601 N. Christiana Ave. in Lincolnwood. I am emailing you to thank you for the expeditious repair of the basketball safety barrier as my kids enjoy the amenities greatly.

In addition, I am requesting that the Parks Department and its Board vote on a solution for the Central Park renovation that incorporates additional seating and removal of the sand pit along with new equipment. So many kids have moved into the neighborhood over the past few years and the park can't support the volume.

Thank you!

Avi Lev | *Interim Chief Marketing Officer*

Villa Healthcare | 3755 W Chase Ave. | Skokie, IL 60076
p 224-251-7749 | m 331-213-3825
alev@villahc.com | <http://www.villahc.com/>
[LinkedIn](#) | [Twitter](#) | [Facebook](#)

McCarty.Laura

From: Eli Finestone <EFinestone@grandlifestyles.com>
Sent: Tuesday, August 29, 2017 2:49 PM
To: McCarty.Laura
Subject: Central Park Redevelopment

As the most approximate neighbor to the park, me and my family are very excited to hear that the Village of Lincolnwood will be undertaking a major renovation of the Central Park playground.

Unfortunately, with such short notice, I was out of town when the design options were presented to the public a few weeks ago.

I am glad to hear that the Park Department is developing a strategic design instead of rushing into a boilerplate one size fits all solution.

After viewing some potential renderings I would like to highlight the issues which come to my immediate attention:

- 1) The sandbox has always been a concern of mine. I can share numerous studies that have definitively shown that sandboxes harbor extremely high levels of bacteria, yeast, and mold. From my vantage point, just across from the park I can tell you that on numerous occasions during the evening hours I have seen pigeons and stray cats inside the sandbox. I have even encountered possums crawling through the park. I don't think any informed parent would want their children playing in such an area.
- 2) I did not see adequate seating for the park. Our park is blessed with a significant number of children AND adults, therefore it would be important to include additional seating.

I am appreciative of the efforts put into this re-design, and in general, promptly addressing any park issues, such as the basketball court barrier repair. Please consider coming up with a new equipment re-design which addresses these two items as well.

Eli Finestone, Esq.
3556 West Arthur
Lincolnwood Illinois 60712

McCarty.Laura

From: Shimon Fink <sfink@fandfrealty.com>
Sent: Tuesday, August 29, 2017 3:16 PM
To: McCarty.Laura
Subject: Park on Central Park

Ms. Mccarty,

I would like to firstly thank you and the Parks Department for the expeditious repair of the basketball court safety barrier. It will surely provide an improvement and safety for our children.

I would like to request that the Parks Department and its Board vote on a solution for the Central Park renovation that incorporates additional seating and removal of the sand pit along with new equipment.

I understand these improvements should carry this park for the next 25 year. This park has proven to be very well populated during the week and especially during the weekend. We most definitely appreciate it.

Thank you,

Shimon Fink and family

McCarty.Laura

From: Jordan Reifer <reiferj@gmail.com>
Sent: Wednesday, September 6, 2017 3:56 PM
To: McCarty.Laura
Subject: Central Park Renovation

Hi Laura:

My name is Jordan Reifer and I live at 6640 N. Christiana in Lincolnwood. I emailing you to thank you for the expeditious repair of the basketball safety barrier as my kids enjoy the amenities greatly.

In addition, I am requesting that the Parks Department and its Board vote on a solution for the Central Park renovation that incorporates additional seating and removal of the sand pit along with new equipment. So many kids have moved into the neighborhood over the past few years and the park can't support the volume without these changes.

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Thank You,

Jordan Reifer

President

Phone- 732-226-3000 Ext. 300

Cell- 773-701-0671

www.HomeShieldSolutions.com



Financial Statements

of
FRIENDS OF LINCOLNWOOD 2015, INC
For the Period Ended December 31, 2017

FRIENDS OF LINCOLNWOOD 2015, INC
Balance Sheet
December 31, 2017

Assets

Current Assets

Cash in Bank

\$ 56,830.06

Total Current Assets

\$ 56,830.06

Fixed Assets

Other Assets

Total Assets

\$ 56,830.06

FRIENDS OF LINCOLNWOOD 2015, INC

Balance Sheet
December 31, 2017

Liabilities and Equity

Current Liabilities		
Long Term Liabilities		
Equity		
Retained Earnings	49,112.29	
Current Income (Loss)	<u>7,717.77</u>	
Total Equity		<u>56,830.06</u>
Total Liabilities & Equity		\$ <u><u>56,830.06</u></u>

FRIENDS OF LINCOLNWOOD 2015, INC
Income Statement
For the Period Ended December 31, 2017

	1 Month Ended Dec. 31, 2017	Pct	12 Months Ended Dec. 31, 2017	Pct
Revenue				
SALES	\$ <u>103,971.01</u>	<u>100.00</u>	\$ <u>103,971.01</u>	<u>100.00</u>
Total Revenue	103,971.01	100.00	103,971.01	100.00
Cost of Sales				
Beginning Inventory	0.00	0.00	0.00	0.00
PURCHASES	12,277.91	11.81	12,277.91	11.81
Less Ending Inventory	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Cost of Sales	<u>12,277.91</u>	<u>11.81</u>	<u>12,277.91</u>	<u>11.81</u>
Gross Profit	91,693.10	88.19	91,693.10	88.19
Operating Expenses				
Advertising	725.96	0.70	725.96	0.70
Contributions	20,000.00	19.24	20,000.00	19.24
Credit Card Fees	79.85	0.08	79.85	0.08
Equipment Rental	8,867.60	8.53	8,867.60	8.53
Filing Fees	10.00	0.01	10.00	0.01
Insurance	4,330.00	4.16	4,330.00	4.16
Licenses and Fees	25.00	0.02	25.00	0.02
Outside Services	36,541.71	35.15	36,541.71	35.15
Refunds	915.00	0.88	915.00	0.88
Security	4,425.00	4.26	4,425.00	4.26
Signs	3,665.00	3.53	3,665.00	3.53
Supplies	3,890.21	3.74	3,890.21	3.74
Uniform Expense	<u>500.00</u>	<u>0.48</u>	<u>500.00</u>	<u>0.48</u>
Total Expenses	<u>83,975.33</u>	<u>80.77</u>	<u>83,975.33</u>	<u>80.77</u>
Operating Income	<u>7,717.77</u>	<u>7.42</u>	<u>7,717.77</u>	<u>7.42</u>
Total Other Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Income (Loss)	\$ <u><u>7,717.77</u></u>	<u>7.42</u>	\$ <u><u>7,717.77</u></u>	<u>7.42</u>

2017 FEST PROFIT:

\$ 27,717.77

9/8/2017
11:59

FRIENDS OF LINCOLNWOOD 2015, INC
General Ledger - Period Ending 12/31/17

Company: FRI
Page: 1

Date	Mt	Reference	Account	Description	Current	Year-to-Date
Beginning Balance			1010	Cash on hand		0.00*
7/20/17	12	1127	1010	CASH DRAWER CHANGE	500.00	
7/21/17	12	9999	1010	CASH BEER TENT CHANGE	1,000.00	
8/31/17	12	CD	1010	DEPOSIT CASH ON HAND	-1,500.00	
				Ending Balance =	0.00*	0.00**
Beginning Balance			1100	Cash in Bank		49,112.29*
5/25/17	12	1105	1100	VOID	0.00	
5/31/17	12	CD	1100	DEPOSITS	12,750.00	
6/30/17	12	CD	1100	DEPOSITS	8,500.00	
7/31/17	12	CD	1100	DEPOSITS	78,590.01	
8/31/17	12	CD	1100	CASH IN BANK DEBITS	-79.85	
8/31/17	12	CD	1100	DEPOSITS	3,631.00	
8/31/17	12	CD	1100	DEPOSITS	2,000.00	
9/1/17	12	CD	1100	Credit to Cash	-97,673.39	
				Ending Balance =	7,717.77*	56,830.06**
Beginning Balance			2900	Retained Earnings		-49,112.29*
				Ending Balance =	0.00*	-49,112.29**
Beginning Balance			3000	SALES		0.00*
8/31/17	12	CD	3000	SALES	-103,971.01	
				Ending Balance =	-103,971.01*	-103,971.01**
Beginning Balance			4000	PURCHASES		0.00*
7/20/17	12	1111	4000	BINNYS	4,355.51	
8/2/17	12	1131	4000	LANG ICE	665.00	
8/2/17	12	1132	4000	GRECIAN KITCHEN	60.00	
8/2/17	12	1133	4000	LEES CONCESSIONS	175.00	
8/2/17	12	1134	4000	LC PHO	70.00	
8/2/17	12	1135	4000	VILLAGE INN	493.80	
8/2/17	12	1139	4000	QSR AWARDS	1,174.50	
8/8/17	12	1141	4000	JOSEPH MULLARKEY	5,284.10	
				Ending Balance =	12,277.91*	12,277.91**
Beginning Balance			6100	Advertising		0.00*
7/11/17	12	1109	6100	CHICAGO TRIBUNE	516.00	
8/18/17	12	1142	6100	CITI BANK	209.96	
				Ending Balance =	725.96*	725.96**
Beginning Balance			6350	Contributions		0.00*
8/28/17	12	1144	6350	VILLAGE OF LINCOLNWOOD- PARKS & RECS	20,000.00	
				Ending Balance =	20,000.00*	20,000.00**
Beginning Balance			6400	Credit Card Fees		0.00*
1/31/17	12	CD	6400	CC FEE	10.00	
2/28/17	12	CD	6400	CC FEE	10.00	

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FRIENDS OF LINCOLNWOOD 2015, INC
General Ledger - Period Ending 12/31/17

Company: FRI
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<u>Date</u>	<u>Mt</u>	<u>Reference</u>	<u>Account</u>	<u>Description</u>	<u>Current</u>	<u>Year-to-Date</u>
3/31/17	12	CD	6400	CC FEE	10.00	
4/30/17	12	CD	6400	CC FEE	10.00	
5/31/17	12	CD	6400	CC FEE	10.00	
8/31/17	12	CD	6400	BANK FEE	29.85	
				Ending Balance =	79.85*	79.85**
Beginning Balance			6650	Equipment Rental		0.00*
6/21/17	12	1107	6650	HOUSE OF RENTAL	2,600.00	
7/20/17	12	1126	6650	HOUSE OF RENTAL	5,478.00	
8/5/17	12	1140	6650	HALLS RENTALS	789.60	
				Ending Balance =	8,867.60*	8,867.60**
Beginning Balance			6670	Filing Fees		0.00*
2/2/17	12	1096	6670	SECRETARY OF STATE	10.00	
				Ending Balance =	10.00*	10.00**
Beginning Balance			6800	Insurance		0.00*
3/13/17	12	1098	6800	IRMO INSURANCE	1,991.00	
3/13/17	12	1099	6800	IRMO INSURANCE	749.00	
3/13/17	12	1100	6800	IRMO INSURANCE	1,280.00	
4/11/17	12	1101	6800	IRMO INSURANCE	310.00	
				Ending Balance =	4,330.00*	4,330.00**
Beginning Balance			7000	Licenses and Fees		0.00*
5/25/17	12	1104	7000	ILCC-LICENSE	25.00	
				Ending Balance =	25.00*	25.00**
Beginning Balance			7110	Outside Services		0.00*
1/21/17	12	1095	7110	ADMIN CREATIVE	2,500.00	
3/1/17	12	1097	7110	REACTIVE	200.00	
4/27/17	12	1102	7110	THE RIGHT STUFF ENTERTAINMENT	1,000.00	
4/27/17	12	1103	7110	THINK FLOYD USA	2,500.00	
6/21/17	12	1106	7110	916 PRODUCTIONS	4,000.00	
7/20/17	12	1112	7110	THE RIGHT STUFF ENTERTAINMENT	1,000.00	
7/20/17	12	1113	7110	MARLON LONGID	600.00	
7/20/17	12	1114	7110	SIMPLY SOUND	350.00	
7/20/17	12	1115	7110	916 PRODUCTIONS	4,000.00	
7/20/17	12	1116	7110	THINK FLOYD USA	2,500.00	
7/20/17	12	1117	7110	RANDY PAYNE	600.00	
7/20/17	12	1118	7110	DEAN GAGLIARDOTTO	1,200.00	
7/20/17	12	1119	7110	CHRISTOPHER BURRELL	650.00	
7/20/17	12	1120	7110	TRAVELING WORLD OF REPTILES	375.00	
7/20/17	12	1121	7110	ANTHONY ADELFO	350.00	
7/20/17	12	1122	7110	ADMIN CREATIVE	2,500.00	
7/20/17	12	1123	7110	MG AUDIO	4,200.00	
7/20/17	12	1125	7110	CHICAGO PORTABLE POWER	6,862.50	

9/8/2017
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FRIENDS OF LINCOLNWOOD 2015, INC
General Ledger - Period Ending 12/31/17

Company: FRI
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<u>Date</u>	<u>Mt</u>	<u>Reference</u>	<u>Account</u>	<u>Description</u>	<u>Current</u>	<u>Year-to-Date</u>
8/2/17	12	1136	7110	RANDY PAYNE	200.00	
8/2/17	12	1137	7110	ADMIN CREATIVE	83.57	
8/2/17	12	1138	7110	VILLA GABRIELLA	166.00	
8/18/17	12	1143	7110	REVACTIVE	104.64	
9/1/17	12	1145	7110	REVACTIVE	600.00	
				Ending Balance =	36,541.71*	36,541.71**
Beginning Balance			7230	Refunds		0.00*
7/3/17	12	1108	7230	SUSIE FUN FOODS	750.00	
7/23/17	12	1128	7230	VILLAGE INN PIZZA	165.00	
				Ending Balance =	915.00*	915.00**
Beginning Balance			7410	Security		0.00*
7/20/17	12	1124	7410	CULPER INC	4,425.00	
				Ending Balance =	4,425.00*	4,425.00**
Beginning Balance			7420	Signs		0.00*
7/26/17	12	1129	7420	FAKHRI BUSINESS SERVICES	3,665.00	
				Ending Balance =	3,665.00*	3,665.00**
Beginning Balance			7450	Supplies		0.00*
7/26/17	12	1130	7450	CITI BANK	3,740.00	
8/18/17	12	1142	7450	CITI BANK	150.21	
				Ending Balance =	3,890.21*	3,890.21**
Beginning Balance			7700	Uniform Expense		0.00*
7/18/17	12	1110	7700	BIG KAHUNA SPORTS	500.00	
				Ending Balance =	500.00*	500.00**
General Ledger is in balance.						0.00**
68 Transactions						
Current Profit		7,717.77	Y-T-D Profit		7,717.77	

9/8/2017
11:45

FRIENDS OF LINCOLNWOOD 2015, INC
CHECK REGISTER
Period Ending: 12/31/17

Company: FRI
Page: 1

Date	Mt	Reference	Account	Description	Item Amount	Ref. Amount
1/21/17	12	1095 ✓	7110	ADMIN CREATIVE	2,500.00	2,500.00
2/2/17	12	1096 ✓	6670	SECRETARY OF STATE	10.00	10.00
3/1/17	12	1097 ✓	7110	REACTIVE	200.00	200.00
3/13/17	12	1098 ✓	6800	IRMO INSURANCE	1,991.00	1,991.00
3/13/17	12	1099 ✓	6800	IRMO INSURANCE	749.00	749.00
3/13/17	12	1100 ✓	6800	IRMO INSURANCE	1,280.00	1,280.00
4/11/17	12	1101 ✓	6800	IRMO INSURANCE	310.00	310.00
4/27/17	12	1102 ✓	7110	THE RIGHT STUFF ENTERTAINMENT	1,000.00	1,000.00
4/27/17	12	1103 ✓	7110	THINK FLOYD USA	2,500.00	2,500.00
5/25/17	12	1104 ✓	7000	ILCC-LICENSE	25.00	25.00
5/25/17	12	1105 ✓	1100	VOID	0.00	
6/21/17	12	1106 ✓	7110	916 PRODUCTIONS	4,000.00	4,000.00
6/21/17	12	1107 ✓	6650	HOUSE OF RENTAL	2,600.00	2,600.00
7/3/17	12	1108 ✓	7230	SUSIE FUN FOODS	750.00	750.00
7/11/17	12	1109 ✓	6100	CHICAGO TRIBUNE	516.00	516.00
7/18/17	12	1110 ✓	7700	BIG KAHUNA SPORTS	500.00	500.00
7/20/17	12	1111 ✓	4000	BINNYS	4,355.51	4,355.51
7/20/17	12	1112 ✓	7110	THE RIGHT STUFF ENTERTAINMENT	1,000.00	1,000.00
7/20/17	12	1113 ✓	7110	MARLON LONGID	600.00	600.00
7/20/17	12	1114 ✓	7110	SIMPLY SOUND	350.00	350.00
7/20/17	12	1115 ✓	7110	916 PRODUCTIONS	4,000.00	4,000.00
7/20/17	12	1116 ✓	7110	THINK FLOYD USA	2,500.00	2,500.00
7/20/17	12	1117 ✓	7110	RANDY PAYNE	600.00	600.00
7/20/17	12	1118 ✓	7110	DEAN GAGLIARDOTTO	1,200.00	1,200.00
7/20/17	12	1119 ✓	7110	CHRISTOPHER BURRELL	650.00	650.00
7/20/17	12	1120 ✓	7110	TRAVELING WORLD OF REPTILES	375.00	375.00
7/20/17	12	1121 ✓	7110	ANTHONY ADELFO	350.00	350.00
7/20/17	12	1122 ✓	7110	ADMIN CREATIVE	2,500.00	2,500.00
7/20/17	12	1123 ✓	7110	MG AUDIO	4,200.00	4,200.00
7/20/17	12	1124 ✓	7410	CULPER INC	4,425.00	4,425.00
7/20/17	12	1125 ✓	7110	CHICAGO PORTABLE POWER	6,862.50	6,862.50
7/20/17	12	1126 ✓	6650	HOUSE OF RENTAL	5,478.00	5,478.00
7/20/17	12	1127 ✓	1010	CASH DRAWER CHANGE	500.00	500.00
7/23/17	12	1128 ✓	7230	VILLAGE INN PIZZA	165.00	165.00
7/26/17	12	1129 ✓	7420	FAKHRI BUSINESS SERVICES	3,665.00	3,665.00
7/26/17	12	1130 ✓	7450	CITI BANK	3,740.00	3,740.00
8/2/17	12	1131 ✓	4000	LANG ICE	665.00	665.00
8/2/17	12	1132 ✓	4000	GRECIAN KITCHEN	60.00	60.00
8/2/17	12	1133 ✓	4000	LEES CONCESSIONS	175.00	175.00
8/2/17	12	1134 ✓	4000	LC PHO	70.00	70.00
8/2/17	12	1135 ✓	4000	VILLAGE INN	493.80	493.80
8/2/17	12	1136 ✓	7110	RANDY PAYNE	200.00	200.00
8/2/17	12	1137 ✓	7110	ADMIN CREATIVE	83.57	83.57
8/2/17	12	1138 ✓	7110	VILLA GABRIELLA	166.00	166.00

o/s e 9/8/17

9/8/2017
11:45

FRIENDS OF LINCOLNWOOD 2015, INC
CHECK REGISTER
Period Ending: 12/31/17

Company: FRI
Page: 2

Date	Mt	Reference	Account	Description	Item Amount	Ref. Amount
8/2/17	12	1139 ✓	4000	QSR AWARDS	1,174.50	1,174.50
8/5/17	12	1140 ✓	6650	HALLS RENTALS	789.60	789.60
8/8/17	12	1141 ✓	4000	JOSEPH MULLARKEY	5,284.10	5,284.10
8/18/17	12	1142 ✓	6100	CITI BANK	209.96	
8/18/17	12	1142 ✓	7450	CITI BANK	150.21	360.17
8/18/17	12	1143 ✓	7110	REVACTIVE	104.64	104.64
8/28/17	12	1144 ✓	6350	VILLAGE OF LINCOLNWOOD- PARKS & RECS	20,000.00	20,000.00
9/1/17	12	1145 ✓	7110	REVACTIVE	600.00	600.00
7/21		9999 ✓		CASH - BEER TENT CHANGE	1500.00	
52 Transactions For The Period					Journal Balance	96,673.39

Account Number Control Total: 328,900

97,673.39



MEMORANDUM

TO: Laura McCarty, Parks and Recreation Director

FROM: Charles Meyer, Assistant to the Village Manager

DATE: September 7, 2017

SUBJECT: Bus Shelter Advertising Program

At the August 8, 2017 Meeting of the Park and Recreation Board, Staff presented a proposal from the Illinois Safety & Convenience Corporation (IC&SC) to emplace two bus shelters in the parkway immediately adjacent to Centennial Park at Touhy and McCormick and Pratt and McCormick, respectfully. At the Park and Recreation Board Meeting there was support for the bus shelter to be located at Pratt and McCormick. However, there were several questions related to the placement of a bus shelter at Touhy and McCormick including:

- Concerns related to sightlines for vehicle and pedestrian traffic at this intersection
- Blocking of current bike path at this intersection

Staff has worked with IC&SC regarding these concerns regarding the location of the proposed bus shelter to alleviate these concerns. The proposed bus shelter would be located along Touhy Avenue approximately 40-50 feet east of McCormick Avenue. An image is attached to this memorandum showing where the bus shelter would be located at this intersection.

Next Steps

It is requested that this topic is discussed at the September 12, 2017 Park and Recreation Board Meeting. For further background on this topic the August 8, 2017, Park and Recreation Board item on this topic is also attached to this memorandum.

Documents Attached

1. Shelter Location at Touhy and McCormick
2. August 8, 2017 Park and Recreation Memo



McCormick Blvd



Google





MEMORANDUM

TO: Laura McCarty, Parks and Recreation Director

FROM: Charles Meyer, Assistant to the Village Manager

DATE: August 4, 2017

SUBJECT: Bus Shelter Advertising Program

Background

In 2011, the Village began a program of installing new bus shelters at no cost to the Village. The bus shelters were placed on the public right-of-way and were operated by the Illinois Safety & Convenience Corporation (IC&SC) and were placed along routes maintained by Pace and the Chicago Transit Authority (CTA). To date, 10 bus shelters have been placed throughout the Village, including one bus shelter in Centennial Park near McCormick Boulevard and Devon Avenue.

IC&SC has proposed the addition of three shelters in the Village. The proposed locations are: McCormick Boulevard and Touhy Avenue; McCormick Boulevard and Pratt Avenue; and Keeler Avenue and Lincoln Avenue. Two proposed locations are in the public right-of-way within Centennial Park. Since two of the proposed shelter locations are in the purview of the Park and Recreation Board, it is requested that this program be discussed at the August 8, 2017, meeting of the Park and Recreation Board.

The bus shelters will require the creation of additional cement platforms that are approximately 15 feet by eight feet in size. IC&SC is responsible for maintaining the shelters as part of their agreement with the Village. The bus shelters include areas for advertisement along with benches and a roof. The attached pictures show an example of one of the current bus shelters in the community.

The shelters have the dual purpose of providing an area for residents and commuters in Lincolnwood to wait for a bus along with providing advertising revenue to the Village. The three proposed shelters are estimated to collect \$1,800 annually for the Village in revenue.

Next Steps

If the bus shelters are recommended by the Park and Recreation Board, Staff will present the

additional locations to a future Committee of the Whole. If the Village Board provides direction to proceed with the additional locations then IC&SC will work with the Illinois Department of Transportation (IDOT) to receive the proper permits to install the bus shelters. After the permits have been received then the Village Board will need to approve a resolution authorizing the installation of bus shelters at the recommended locations.

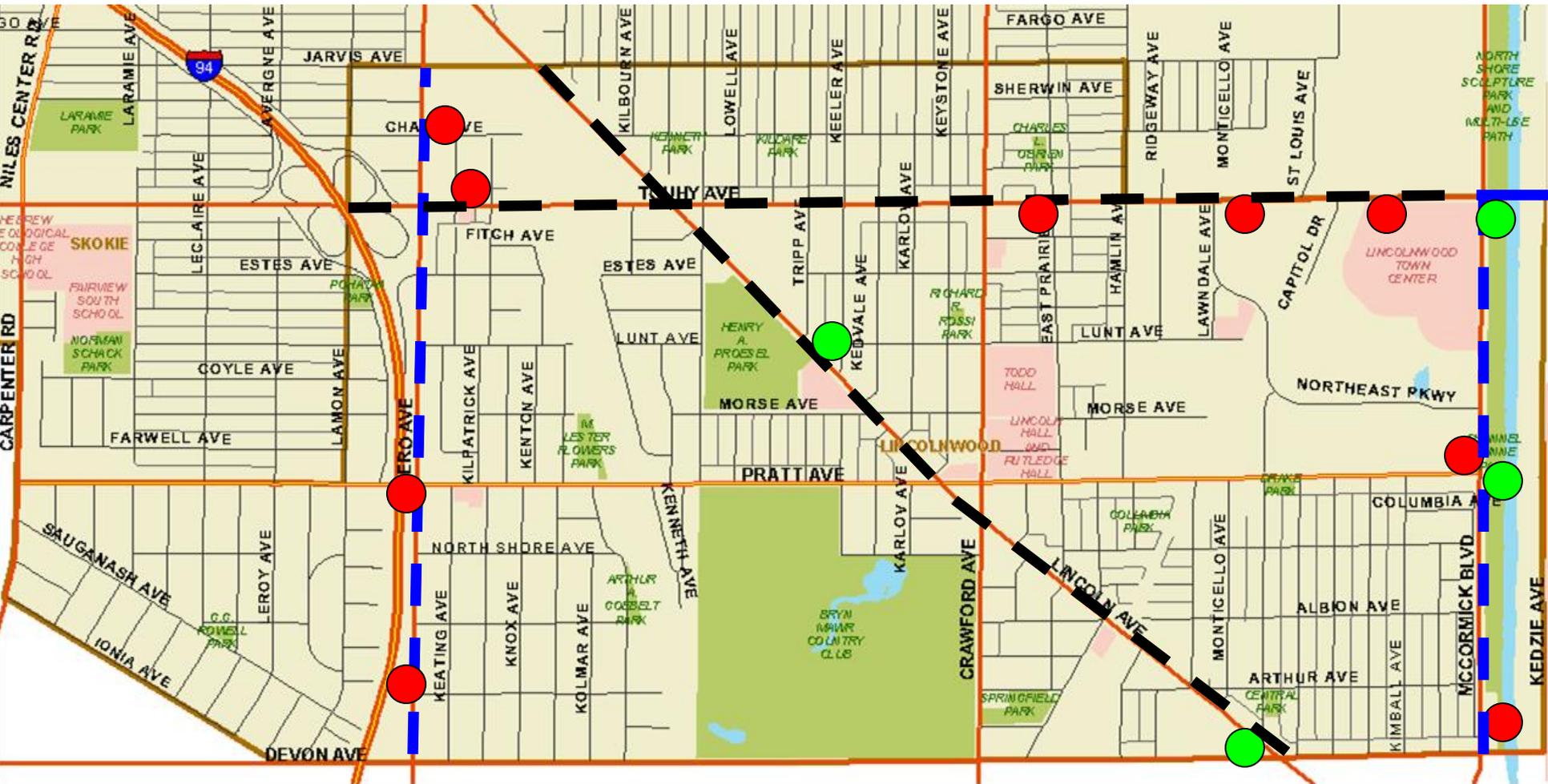
Direction Requested

Staff is seeking direction from the Park and Recreation Board regarding the two proposed bus shelters in Centennial Park. Staff will use the feedback received from the Park and Recreation Board in drafting a recommendation to the Village Board for the addition of new shelters within the Village of Lincolnwood. It is anticipated that it will take approximately six months for the shelters to be approved by IDOT and then approximately three months to construct the new bus shelters.

Documents Attached

1. Shelter Locations and Bus Routes Map
2. Shelter Appearance

Proposed Shelter Locations



- Proposed Shelter Locations
- Current Shelter Locations

- CTA Bus Routes
- - - Pace Bus Routes

EAST PRAIRIE

DOMICILE
FURNITURE



NEXT TO LOWE'S



A FRESH START SHOULDN'T MEAN **STARTING OVER.**

When you move, it's more than just stuff that gets loaded on the truck.
Precious memories are cargo that deserves special care.
Get the facts about moving fraud and move with confidence.



Free tools to help you move with confidence.
protectyourmove.gov

 U.S. Department of Transportation
National Motor Carrier Safety Administration

PROTECT YOUR MOVE

Request For Board Action

REFERRED TO BOARD: September 19, 2017

AGENDA ITEM NO:

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of a Resolution to Purchase Playground Equipment for the Renovation of Central Park Playground through the National Intergovernmental Purchasing Alliance Contract #R170301 from BCI Burke Company, LLC of Fond Du Lac, Wisconsin in the Amount of \$#####

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During the 2005-2006 fiscal year, a Playground Replacement Program was established as part of the Village Capital Improvement Plan. The goal of the program is to gradually replace the aging, outdated playgrounds in the Village parks. To date, Columbia, Kildare, Rossi, Goebelt, Kenneth, Springfield, Drake, O'Brien and G.G. Rowell playgrounds have been replaced. After Central Park is completed, the priority for replacement is Proesel and then Flowers.

In the 2017-2018 budget, \$100,000 was allocated for playground replacement. Central Park, located at 6451 Central Park Avenue, was chosen as the next park in need of replacement. The playground equipment at Central Park is discolored and outdated and has been enjoyed for over 22 years.

Historically, the first step in the playground equipment replacement process is to initiate the Request for Proposal (RFP) process for the renovation of the playground. However for the Central Park playground renovation staff has the opportunity to leverage funding through the *Move With Us* playground grant offered through BCI Burke Company in which the playground equipment would be purchased from BCI Burke Company by utilizing the joint purchasing program. The grant provides up to 100% matching funds towards the purchase of BCI Burke playground equipment. The project budget for the playground renovation is \$100,000 which includes the purchase of the playground equipment and installation. Typically the amount spent on just the playground equipment is \$50,000-\$60,000. The *Move With Us* grant will match this dollar amount allowing us to receive \$100,000-\$120,000 in playground equipment. BCI Burke playground equipment is innovative, fun and quality equipment and is installed at many community park districts and schools in surrounding communities including Evanston, Wilmette and Glenview.

Staff is recommending award of the proposal for the purchase of playground equipment to BCI Burke Company. BCI Burke has a contract with the National Intergovernmental Purchasing Alliance (National IPA) in which the Village has a membership with. The contract was competitively bid by the National IPA who in turn awarded the contract to BCI Burke as the lowest responsible vendor. By utilizing the joint purchasing program, the *Move With Us* playground grant can be applied in which additional monies can be spent on the purchase of the playground equipment because it will be purchased at a 50% discount.

Upon award of the proposal the equipment will be ordered. Installation will occur by November 30, 2017.

FINANCIAL IMPACT:

The project budget for the Central Park playground renovation is \$100,000 which includes the purchase of the playground equipment and installation. Typically the amount spent on just the playground equipment is \$50,000-\$60,000. The *Move With Us* grant will match this dollar amount allowing us to receive \$100,000-\$120,000 in playground equipment at a 50% discount.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Draft Minutes of the September 12, 2017 Parks and Recreation Board Meeting

RECOMMENDED MOTION:

Move to approve a Resolution to purchase playground equipment for the renovation of Central Park playground through the National IPA Contract #R170301 from BCI Burke Company, LLC of Fond Du Lac, Wisconsin in the amount of \$####.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

**A RESOLUTION AUTHORIZING THE PURCHASE OF PLAYGROUND
EQUIPMENT FROM BCI BURKE COMPANY, LLC, OF
FOND DU LAC, WISCONSIN, IN THE AMOUNT OF \$ _____**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village is a member of the National Intergovernmental Purchasing Alliance ("*NIPA*"), a national purchasing cooperative that permits local governments to purchase commodities and services according to contracts negotiated by the NIPA, resulting in significant savings for the Village; and

WHEREAS, the Village Parks and Recreation Department has identified the need to purchase new playground equipment for Central Park ("*New Equipment*"); and

WHEREAS, the NIPA sought bids for the award of a contract for the purchase of the New Equipment ("*Purchase Contract*"); and

WHEREAS, NIPA identified BCI Burke Company, LLC, of Fond du Lac, Wisconsin, ("*Burke*"), as the low responsible bidder for the Purchase Contract; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase New Equipment from Burke, in the amount of \$ _____, in accordance with NIPA and the Purchase Contract;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF PURCHASE. The President and Board of Trustees hereby approve the purchase by the Village of the New Equipment from Burke, in the amount of \$ _____, in accordance with the NIPA and the Purchase Contract .

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the purchase authorized pursuant to Section Two of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

PASSED this ___ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ___ day of _____, 2017.

Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
___ day of _____, 2017

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

Request For Board Action

REFERRED TO BOARD: September 19, 2017

AGENDA ITEM NO:

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of a Recommendation by the Park and Recreation Board to Adopt a Resolution to Award a Bid for the Installation of Playground Equipment at Central Park in the Amount of \$#### to #### of ####, Illinois

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During the 2005-2006 fiscal year, a Playground Replacement Program was established as part of the Village Capital Improvement Plan. The goal of the program is to gradually replace the aging, outdated playgrounds in the Village parks. To date, Columbia, Kildare, Rossi, Goebelt, Kenneth, Springfield, Drake, O'Brien and G.G. Rowell playgrounds have been replaced. After Central Park is completed, the priority for replacement is Proesel and then Flowers.

In the 2017-2018 budget, \$100,000 was allocated for playground replacement. Central Park, located at 6451 Central Park Avenue, was chosen as the next park in need of replacement. The playground equipment at Central Park is discolored and outdated.

Historically, the first step in the playground equipment replacement process is to initiate the Request for Proposal (RFP) process for the renovation of the playground. However for the Central Park playground renovation staff have the opportunity to leverage funding through the *Move With Us* playground grant offered through BCI Burke Company. The grant provides up to 100% matching funds towards the purchase of BCI Burke playground equipment.

After receiving two design submissions from BCI Burke, the designs were shared with Lincolnwood Day Camp participants and the Parks and Recreation Department staff. Staff held a design viewing event at Central Park on Tuesday, August 8 during which feedback was received from 35 people. Residents could also attend the August 8, 2017 Parks and Recreation Board meeting to view the designs and provide input. Based on feedback from the outreach efforts and the community member who attended the Board Meeting, the Park Board recommended moving forward with one of the designs submitted by BCI Burke with consideration of adding additional seating and removing the sandbox. These items were added to the bid packet as optional alternates.

The Invitation to Bid on this project was advertised in the Lincolnwood Review on August 24, 2017. Bid packets were also sent to several vendors. The bid documents requested a base bid for the installation specified by BCI Burke. Four alternates were also included in the bid packet, which included the consideration of removing the existing sandbox and replacing with a concrete pad, purchasing two benches and two tables, the installation of two concrete pads for the aforementioned benches to be installed over and resurfacing the basketball court.

On September 12, 2017 the Village received and opened ### sealed bids for the installation of new playground equipment at Central Park. Staff has reviewed the bids and found that the lowest responsible bidder is #### of ####, Illinois with a base bid in the amount of \$####. The Park Board voted at the September 12, 2017 meeting to recommend awarding the bid to #### of ####, Illinois.

FINANCIAL IMPACT:

There is \$100,000 budgeted in the Fiscal Year 2017/2018 Park Maintenance Fund in the Parks and Recreation Department budget.

DOCUMENTS ATTACHED:

1. Proposed Resolution with Bid Proposal and Contract
2. Draft Minutes of the September 12, 2017 Parks and Recreation Board meeting

RECOMMENDED MOTION:

Move to approve a Resolution awarding a bid for the purchase and installation of playground equipment at Central Park in the amount of \$#### to ####, Illinois.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

**A RESOLUTION APPROVING THE AWARD
OF THE CENTRAL PARK PLAYGROUND EQUIPMENT
CONTRACT TO #### ####**

WHEREAS, the Village sought bids for the award of a contract for the purchase and installation of playground equipment at Central Park ("**Contract**"); and

WHEREAS, the Village received #### bids for the Contract; and

WHEREAS, ####, of ####, *Illinois* ("####"), was the low responsible and responsive bidder of the firms that submitted bid packages to the Village; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with #### will serve and be in the best interest of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF CONTRACT. The Contract by and between the Village and #### is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF CONTRACT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Village Clerk of at least one original copy of the Contract executed by ####; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 4. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2017.

Barry Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
____ day of _____, 2017

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

#11881443_v1

EXHIBIT A

CONTRACT

VILLAGE OF LINCOLNWOOD

CONTRACT FOR

CENTRAL PARK PLAYGROUND INSTALLATION

Bid Opening Date: Tuesday, September 12, 2017
Bid Opening Time: 11:30 A.M.
Bid Opening Location:.....Lincolnwood Village Hall
Bid Opening Room:Council Chambers
Performance Bond: 100%

Submit bids to:

Melissa Rimdzius
Superintendent of Parks and Facilities
Village of Lincolnwood
6900 N. Lincoln Ave
Lincolnwood, IL 60712
(847) 745-4723

BID PACKAGE

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VILLAGE OF LINCOLNWOOD
CONTRACT FOR
CENTRAL PARK PLAYGROUND INSTALLATION

INVITATION FOR BIDDER'S PROPOSALS

THE OWNER: Village of Lincolnwood (“*The Owner*”)
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712

1. Invitation to Bid

The Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Installation of playground equipment in Central Park

The work shall consist of the removal, replacement, construction of new playground equipment at, and satisfactory disposal of existing playground equipment from, the Work Site.

The work is to be completed by **November 30, 2017**. The CONTRACTOR shall complete the work during the specified period of the contract.

The Work shall be performed at the following Work Site:

Central Park, 6451 Central Park, Lincolnwood, IL 60712

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;

INVITATION

- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined, and a copy of the Bid Package may be obtained, at the office of the Owner as listed above. Prospective Bidders may also obtain a copy of the Bid Package via e-mail, by sending a request therefor to mrimdzus@lwd.org. In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall then inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

The Owner will receive sealed Bidder's Proposals for the Work until **11:30 a.m.**, local time, **September 12, 2017** at the Village of Lincolnwood's Council Chambers located at 6900 N. Lincoln Ave. Lincolnwood, IL, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security and Insurance**

A. **Bid Security**. Each Bidder's Proposal shall be accompanied by a security deposit in the form of a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to the Owner:

Contract Bid Security Amounts

Amount of Proposal		Security Amount
\$ -	\$ 5000	0 %
\$ 5,001	\$ 10,000	0 %
\$ 10, 001	\$ 50,000	10.0 %
\$ 50, 001	\$ 100,000	5.0 %
\$ 100, 001	\$ 5,000,000	3.0 %

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, the Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, the Owner, upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

**VILLAGE OF LINCOLNWOOD
CONTRACT FOR
CENTRAL PARK PLAYGROUND INSTALLATION**

GENERAL INSTRUCTIONS TO BIDDERS

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GENERAL INSTRUCTIONS

VILLAGE OF LINCOLNWOOD CONTRACT FOR CENTRAL PARK PLAYGROUND INSTALLATION

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by the Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. The Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by the Owner ("**Addendum**"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against the Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to the Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

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The Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by Prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of the Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract (when applicable).

4. **Taxes and Benefits**

The Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. The Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by the Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

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6. **Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by the Owner and included in the Bid Package.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to the Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to the Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement (both Sealed and Notarized) and the Bidder's Sworn Work History Statement (when applicable) included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by the Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, the Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. **Signature Requirements**

A. **Bidder's Proposals.** The following requirements shall be observed in the signing of each Bidder's Proposal:

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- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by the Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check or Certified Check as specified in the Invitation for Bidder's Proposals ("***Bid Security***"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by the Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract. Bid Bonds will not be accepted.

B. Return of Bid Security. The Owner will hold the Bid Security from the two lowest Bidders until the contract is signed. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by the Owner.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by the Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required

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documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that the Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that the Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together *with all other required documents*, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be visibly marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with the Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal *prior to opening* of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of the Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with the Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until the Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until the Owner affirmatively and in writing rejects such Bidder's Proposal.

11. **Qualification of Bidders**

A. **Factors.** The Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

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B. Additional Information. The Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects *may also be requested*.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy the Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that the Owner may legally consider in making its determination.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same *or different names* and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to *more than one Bidder* for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidders' Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with the Owner or in the payment of monies due the Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. The Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of the Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a

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waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, *until the Contract has been executed* by both the Owner and the successful Bidder or until the Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, the Owner may accept any Bidder's Proposal for which the date for acceptance *has been extended* as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of the Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If the Contract is awarded by the Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("***Effective Date of Award***"). The Owner will prepare four copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and *all related documents* shall be executed, submitted and exchanged by the Owner and Bidder ("***Closing***") on, *the tenth day* following the Effective Date of Award or within such extended period as the Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("***Closing Date***").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to the Owner all four copies of the Contract, the Contractor's Certification, and *all other required documentation* related to the Contract on or before the Closing Date; and (2) submit four executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("***Conditions Precedent to Closing***").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, the Owner may, in its sole

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discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will the Owner execute the Contract until any and all such deficiencies have been cured or the Owner has received adequate assurances, as determined by the Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by the Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to the Owner have been received, the Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender one copy to the successful Bidder at the Closing.

16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, the Owner may accept, and award a Contract based on, any other Bidder's Proposal as the Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

**VILLAGE OF LINCOLNWOOD
CONTRACT FOR
CENTRAL PARK PLAYGROUND INSTALLATION**

BIDDER'S PROPOSAL

Full Name of Bidder _____ (“*Bidder*”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

TO: Village of Lincolnwood (*Owner*)
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712
Attention: Melissa Rimdzius, Superintendent of Parks and Facilities

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos., _____, which are securely _____ to the end of this Bidder’s Proposal [if none, write “NONE”] (“Bid Package”).

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with the Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package (“*Work Site*”) and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the removal, replacement, construction of new playground equipment at, and satisfactory disposal of existing playground equipment from, the Work Site; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all

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of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of the Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("**Price Proposal**"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. **BASE BID WORK.**

For providing, performing and completing the Base Work, which includes, without limitation, the removal and disposal of the existing playground concrete footings, stockpiling of existing surfacing, installation of new playground equipment, verification that drainage is functional, re-spreading of existing Engineered Wood Fiber, and adding a minimum of 4 inches of new Engineered Wood Fiber throughout the entire playground and encompassing all equipment fall zones. All base bids shall include shipping, packing and handling costs.

The Owner will select one of the following two options for the performance of the base bid Work. Bidders are strongly encouraged to submit bids for each of the two options.

Base Work Option 1: Proposal #129-100988-4:

The total Contract Price of:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

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Base Work Option 2: Proposal #129-100990-3

The total Contract Price of:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

B. ALTERNATES

Owner may also desire the selected Bidder to perform one or more of the following four alternate items as part of the Work, in addition to one of the two options set forth above for the base Work.

Alternate Bid Item 1

Additional Cost to remove the existing sandbox and replace with a concrete pad (approximately 300 square feet), for the lump sum price of:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

Alternate Bid Item 2

Additional cost to supply and install two benches and two tables as listed below:

- Two Dumor 61-529PL Benches
- Two Dumor 76-44PL Tables

Benches and tables must be these specific benches manufactured by Dumor and sold by NuToys Leisure Products (Box 2121, LaGrange, IL 60525, 800-526-6197). Benches must include S-1 embedment supports, “redwood” color recycled plastic, and “textured rust” color metal, for the lump sum price of:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

Alternate Bid Item 3

PROPOSAL

Additional Cost for the installation of two concrete pads, one on the North end of the playground and one on the South end of the playground and approximately 4.5 feet by 10 feet in size, for the aforementioned benches to be installed over, for the lump sum price of:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

Alternate Bid Item 4

Additional Cost for the leveling and resurfacing of the existing basketball court at the Work Site, for the lump sum price of:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

C. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
2. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
3. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be

PROPOSAL

provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "***Commencement Date***" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with the Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of the Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract.

D. **Owner's Reliance.** Bidder acknowledges that the Owner is relying on all warranties, representations and statements made by the Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of _____ dollars (*"Bid Security"*).

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if the Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if the Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that the Owner will sustain by reason of any such failure and, for such reason, the Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that the Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this _____ day of _____, 2017.

ATTEST: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,

PROPOSAL

FOR SIGNATURE REQUIREMENTS

**VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE
CENTRAL PARK PLAYGROUND INSTALLATION**

BIDDER'S SWORN ACKNOWLEDGEMENT

_____ [NAME OF DEPONENT]
 (“*Deponent*”), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of ___/___/___ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

ACKNOWLEDGEMENT

NAME

ADDRESS

3. **Individual**

Bidder is an individual whose full name is _____ whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows:
_____ [**TRADE OR ASSUMED NAME**].

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of ___/___/___ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

ACKNOWLEDGEMENT

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

[For each signatory, indicate type of entity (Corporation = “C”; Partnership = “P”; and Individual = “I”) and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this _____ day of _____, 20__.

ATTEST: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to
Before me this ____ day
of _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE
CENTRAL PARK PLAYGROUND INSTALLATION**

BIDDER'S SWORN WORK HISTORY STATEMENT (Only required of new Bidders)

("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: _____

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

_____% Federal	_____% As Contractor	_____% Bidder's Forces
_____% Other Public	_____% As Subcontractor	_____% Subcontractors
_____% Private		_____% Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: _____ years

WORK HISTORY STATEMENT

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
The Owner Name	_____	_____	_____
The Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was (Subcontractor)	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this _____ day of _____, 20__.

ATTEST: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to
Before me this ____ day
of _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

PERFORMANCE BOND

VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE

CENTRAL PARK PLAYGROUND INSTALLATION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ***[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]***, as Principal, hereinafter called Contractor, and ***[FULL NAME AND ADDRESS OF SURETY]***, as Surety, a corporation organized and existing under the laws of the State of ***[INCORPORATION]***, hereinafter called Surety, are held and firmly bound unto the VILLAGE OF LINCOLNWOOD, 6900 N. Lincoln Ave., Lincolnwood, Illinois 60712, as Obligee, hereinafter called Owner, in the full and just sum of ***[CONTRACT PRICE]*** Dollars (***[\$CONTRACT PRICE]***), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated ***[DATE OF CONTRACT AGREEMENT]***, with Owner entitled "Contract Agreement Between Village of Lincolnwood and ***[CONTRACTOR'S NAME]*** for the Construction of ***[NAME OF WORK]*** - Contract ***[NO.]***" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the removal, replacement, construction of new playground equipment at, and satisfactory disposal of existing playground equipment from, the Work Site, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to

PERFORMANCE BOND

provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

PERFORMANCE BOND

Signed and sealed this ___ day of _____, 201__.

Attest/Witness:

PRINCIPAL: *[NAME OF CONTRACTOR]*

By: _____

By: _____

*[NAME OF CONTRACTOR'S
EXECUTING OFFICER]*

Title: _____

Title: *[TITLE OF CONTRACTOR'S
EXECUTING OFFICER]*

Attest/Witness:

SURETY: *[NAME OF SURETY]*

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____

PAYMENT BOND

VILLAGE OF LINCOLNWOOD

CONTRACT FOR THE

CENTRAL PARK PLAYGROUND INSTALLATION

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that *[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]*, as Principal, hereinafter called Contractor, and *[FULL NAME AND ADDRESS OF SURETY]*, as Surety, a corporation organized and existing under the laws of the State of *[INCORPORATION]*, hereinafter called Surety, are held and firmly bound unto the VILLAGE OF LINCOLNWOOD, 6900 N. Lincoln Ave., Lincolnwood, Illinois 60712, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of *[CONTRACT PRICE]* Dollars (*[\$[CONTRACT PRICE]*), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated *[DATE OF CONTRACT AGREEMENT]*, with Owner entitled "Contract Agreement Between Village of Lincolnwood and *[CONTRACTOR'S NAME]* for the Construction of *[NAME OF WORK]* - Contract *[NO.]*" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the removal, replacement, construction of new playground equipment at, and satisfactory disposal of existing playground equipment from, the Work Site, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PAYMENT BOND

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

PAYMENT BOND

Signed and sealed this ___ day of _____, 201__.

Attest/Witness:

PRINCIPAL: *[NAME OF CONTRACTOR]*

By: _____

By: _____

*[NAME OF CONTRACTOR'S
EXECUTING OFFICER]*

Title: _____

Title: *[TITLE OF CONTRACTOR'S
EXECUTING OFFICER]*

Attest/Witness:

SURETY: *[NAME OF SURETY]*

By: _____

By: _____

Title: _____

Title: _____

Telephone: _____

NOTICE OF AWARD

**VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE
CENTRAL PARK PLAYGROUND INSTALLATION**

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: _____ FROM: Village of Lincolnwood
BIDDER 6900 North Lincoln Avenue
ADDRESS Lincolnwood, IL 60712

("Contractor"

("The Owner")

On the _____ day of _____, **20**__, the Owner found to be most favorable to the interests of the Owner the Bidder's Proposal submitted by Contractor and dated on the _____ day of _____, **20**__, in which Contractor proposes to contract with the Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the removal, replacement, construction of new playground equipment at, and satisfactory disposal of existing playground equipment from, the Work Site; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

THE OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

NOTICE OF AWARD

The Closing will be by mail. The Bidder will mail all signed documents to the Owner at 6900 N. Lincoln Avenue, Lincolnwood, Illinois 60712, provided that all Conditions have been satisfied. Contractor must have complied with all Conditions set forth in Section 15 of the General Instructions to Bidders included in the Bid Package, on or before __/__/__.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies the Owner may have, all as more specifically set forth in Sections 8, 15, and 16 of the General Instructions to Bidders.

DATED this _____ day of _____, 20__.

VILLAGE OF LINCOLNWOOD

By: _____
Timothy C. Wiberg, Village Manager

CONTRACT

The Following Pages are for Bidder's Information Only

Signing of agreement will be required after bid award

Agreement does not need to be returned with bid

Bidder will be required to use the Village Contracts – No exceptions

**CONTRACT BETWEEN
VILLAGE OF LINCOLNWOOD**

AND

NAME OF SUCCESSFUL BIDDER

**FOR THE CONTRACT FOR THE
CENTRAL PARK PLAYGROUND INSTALLATION**

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CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT A1- Schedule of Contract Prices

ATTACHMENT B - Specifications

ATTACHMENT C - List of Drawings

ATTACHMENT D – Special Project Requirements

APPENDIX 1 - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712; (“*Owner*”), and _____ **NAME AND ADDRESS OF SUCCESSFUL BIDDER**, a _____ **TYPE OF ORGANIZATION** (“*Contractor*”), make this Contract as of the _____ day of _____, 201_, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of the Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the “Commencement Date” set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “Completion Date” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “Contract Time.”

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to the Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to the Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by the Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“**Required Submittals**”). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on 8-1/2 inch by 11-inch paper. Two blue line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of the Owner and Contractor.

C. Time of Submission and the Owner's Review. All Required Submittals shall be provided to the Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in the Owner's sole opinion, to permit the Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. The Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by the Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until the Owner have completed review of such submittal with no exception noted. The Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by the Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by the Owner in its sole and absolute discretion.

Contractor shall promptly notify the Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to the Owner, then the subsequent decision of the Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of the Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by the Owner, or is or has been otherwise made available to Contractor by the Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. The Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall

establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify the Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by the Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to the Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against the Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to The Owner, repair or replace, to the satisfaction of the Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, the Owner. The Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to the Owner, Contractor shall immediately upon notice from the Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the

Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

The Owner shall have the right to perform or have performed such other work, as the Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford the Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

The Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 The Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. The Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which the Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by the Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, the Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to the Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

The Owner shall have the right, by written order executed by the Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time (“**Change Order**”). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by the Owner or any other party and whether avoidable or unavoidable.

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by the Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by the Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by the Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then the Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to the Owner and assigning said warranty or guaranty to the Owner. Acceptance of any assigned warranties or guaranties by the Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 The Owner's Right to Correct

If, within two business days after the Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then the Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("**Bonds**"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all

times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, the Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to the Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend the Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of the Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

The Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A ("***Contract Price***"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

The Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A (“***Progress Payments***”).

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to the Owner a pay request in the form provided by the Owner (“***Pay Request***”). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. The Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to the Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by the Owner, Contractor shall notify the Owner and request a final inspection (“***Notice of Completion***”). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract (“***Punch List Work***”).

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of the Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, the Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, the Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work (“***Final Acceptance***”).

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to the Owner a properly completed final Pay Request in the form provided by the Owner (“***Final Pay Request***”). The Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract (“***Final Payment***”). Final Payment shall be made not later than 60 days after the Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and

complete release of the Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of the Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at the Owner's request and in any event prior to Final Payment, furnish to the Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of the Owner, that no lien against the Work or the public funds held by the Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, the Owner shall have the right to retain from any money payable hereunder an amount that the Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of the Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. The Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and the Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where the Owner's interests would thereby be served.

5.6 Deductions

A. The Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of the Owner's other rights or remedies, the Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate the Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which the Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of

merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to the Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. The Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Owner. The Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by the Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of the Owner, Contractor may notify the Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by the Owner, without regard to such dispute or objection. Unless Contractor so notifies the Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the Owner and Contractor agree to engage in good faith negotiations. Within three business days after the Owner's receipt of Contractor's written notice of dispute or objection, a conference between the Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, the Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of the Owner, then it shall, within three business days, give the Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies the Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted the Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If the Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 The Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then the Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. The Owner may require Contractor, within such reasonable time as may be fixed by the Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. The Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by the Owner in connection therewith.
3. The Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. The Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. The Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at the Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to the Owner without any further action being required, but the Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. The Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Owner as the result of any Event of Default or as a result of actions taken by the Owner in response to any Event of Default.
8. The Owner may recover any damages suffered by the Owner.

6.4 The Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then the Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of the Owner under Section 1.15 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon the Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between the Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between the Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to the Owner for all loss or damage that the Owner may suffer thereby, and this Contract shall, at the Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of the Owner, which approval may be withheld in the sole and unfettered discretion of the Owner; provided, however, that the Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. The Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by the Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of the Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Owner, nor any order by the Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by the Owner, nor any extension of time granted by the Owner, nor any delay by the Owner in exercising any right under this Contract, nor any other act or omission of the Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against the Owner or the Contractor.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: Ashely Engelmann, Director of Public Works

With a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Steven M. Elrod, Village Attorney

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

[INSERT NAME OF SUCCESSFUL BIDDER]
[INSERT ADDRESS OF SUCCESSFUL BIDDER]

7.9 Governing Laws

This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

7.11 Compliance with Laws

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

B. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to Owner, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to Owner, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

C. Liability for Noncompliance. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

D. Required Provisions. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by the Owner. If the Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then the Owner shall have the right to make such substitution, or the Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from the Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time of the Essence

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

7.15 Severability

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

7.16 Entire Agreement

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

7.17 Amendments and Modifications

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

IN WITNESS WHEREOF, the Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

ATTEST:

VILLAGE OF LINCOLNWOOD

By: _____
Beryl Herman, Village Clerk

Timothy C. Wiberg, Village Manager

ATTEST:

[INSERT NAME OF SUCCESSFUL BIDDER]

By: _____

By: _____
[NAME OF CONTRACTOR'S EXECUTING OFFICER]

Title: _____

Title: _____
[TITLE OF CONTRACTOR'S EXECUTING OFFICER]

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

_____ **[EXECUTING OFFICER]**,
being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

DATED this _____ day of _____, 20__.

ATTEST:

**[INSERT NAME OF
SUCCESSFUL BIDDER]**

By: _____

By: _____

**[INSERT NAME OF
CONTRACTOR'S EXECUTING
OFFICER]**

Title: _____

Title: **[INSERT TITLE OF
CONTRACTOR'S EXECUTING
OFFICER]**

Subscribed and Sworn to
before me this ____ day
of _____, 20__.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

[Check applicable boxes and insert required information.]

1. **Project:**

The work shall consist of the removal of the concrete footings from the existing playground and installation of new playground equipment at Central Park, 6451 Central Park Avenue, Lincolnwood, IL 60712. Proper disposal of existing playground equipment included.

2. **Work Site:**

Central Park, 6451 Central Park Avenue, Lincolnwood, IL 60712

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

4. **Commencement Date:** (Choose One)

_____ days following execution of the Contract by the Owner

_____, 20__

5. **Completion Date:**

_____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

_____, 20__, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$300,000 injury-per occurrence

\$500,000 disease-per employee

\$_____ disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than **\$1,000,000** for vehicles owned, non-owned, or rented.

All employees shall be included as insured.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

(1) General Aggregate: \$2,000,000

(2) Bodily Injury:

\$500,000 per person

\$1,000,000 per occurrence

(3) Property Damage:

ATTACHMENT A

\$1,000,000 per occurrence, and

\$2,000,000 aggregate.

(4) Other Coverage:

Coverages shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

- D. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- E. The Owner as Additional Insured. The Owner shall be named as an Additional Insured on the required policies excluding worker’s compensation.

SCHEDULE OF PRICES7. **Progress Payments:**

A. General. The Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by the Owner shall not exceed 95 percent of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows (when applicable):

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to the Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to the Owner ("***Breakdown Schedule***"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to the Owner. No payment shall be made for any lump sum item until Contractor has submitted, and the Owner has approved, an acceptable Breakdown Schedule.

The Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to the Owner, the Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on the Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis the value of such Work shall be determined by the Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by the Owner. The number of units of Unit Price Items stated in the Schedule

ATTACHMENT A

of Prices are the Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by the Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and the Owner or between Contractor and any third party.

ATTACHMENT B

SPECIFICATIONS

GENERAL

Furnish all labor, materials and equipment required to remove the concrete footings from the existing playground and install the play equipment and engineered wood fiber surfacing as indicated on the drawings or specified herein. The work shall include any incidentals to provide a finished job.

STANDARD SPECIFICATIONS

II. **Scope of Work** The following tasks are included in the base bid:

1. The Contractor shall be responsible for removing and disposing concrete footings of the existing playground (and playground equipment, if Alternate Bid Item 4 is selected) and all debris and packing materials from the job site. Disposal of the concrete footings of the existing playground equipment (and playground equipment, if Alternate Bid Item 4 is selected) and excavated material will be considered incidental to the contract.
2. Supply and Install new play structure/equipment in accordance with the attached specifications and plans including unloading and storing equipment prior to and during installation.
3. Contactor should save and reuse existing wood chips/sand, inspect and make any appropriate repairs to the drainage of playground area.
4. Contractor shall exercise care so as not to damage existing grass, walks, or other Village property during the performance of its contract. Contractor shall repair or replace any damaged grass or material, should damage occur during construction, this shall be considered incidental contract.

III. **Safety**

Contractor shall fence in the area during construction to prevent public use during construction.

IV. **References**

Contractor shall list the names, addresses, and phone numbers of at least five (5) references where work of a similar nature and scope has been performed.

V. **Completion Date**

Project shall be completed as soon as possible no later than November 30, 2017. A detailed schedule shall be submitted to the Superintendent upon submittal.

Base Work Option 1: Proposal #129-100988-4

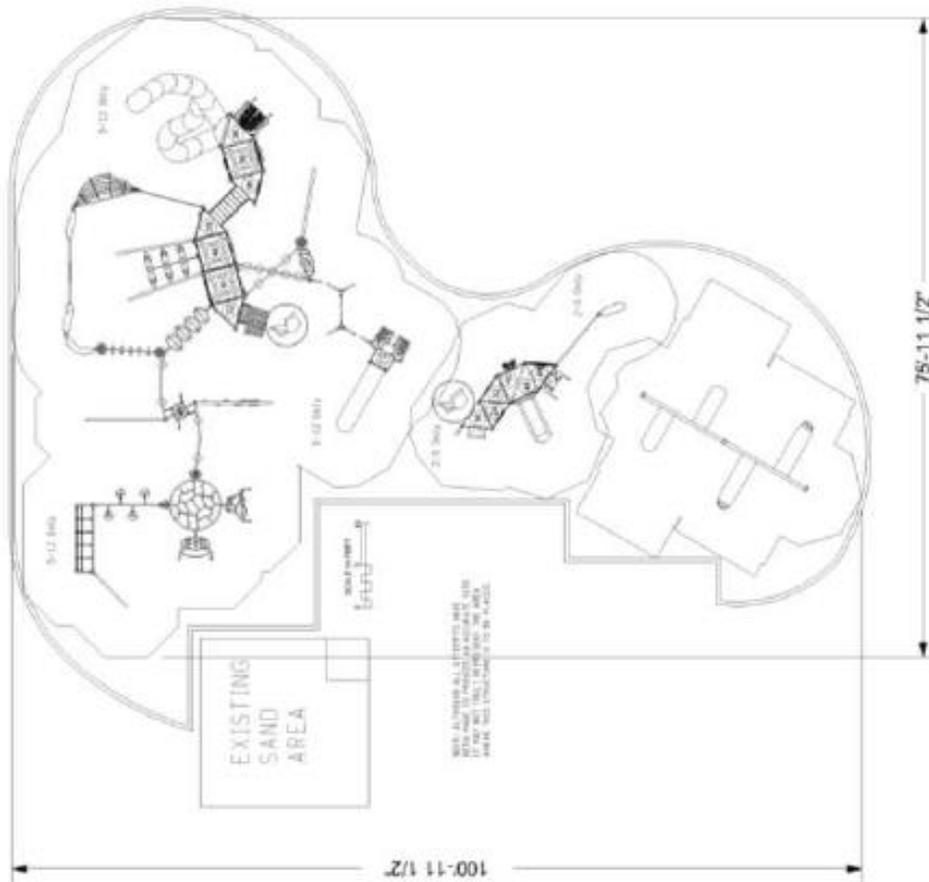
INFORMATION:
 MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL AREA: 4043 SQ. FT.
 PERIMETER: 455 FT.
 STRUCTURE SIZE: 100' 11" x 76' 0"
 STRUCTURE IS DESIGNED FOR CHILDREN AGES:
 6-23 MONTH OLDS
 2-5 YEAR OLDS
 5-12 YEAR OLDS
 13 + YEAR OLDS

NSF **NSF**
 NSF 304 NSF 311

IPEMA CERTIFIED
 ASTM F1487
 IPEMA is the International Play Equipment Manufacturers Association. The play components identified in this plan are IPEMA certified. The use and layout of these components are subject to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org.

The manufacturer's safety instructions should be read and followed. Requirements for other standards may be different.

The use and layout of play components identified in this plan are subject to the CPSC guidelines and the manufacturer's instructions for the equipment and the playground layout.



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 PARTS	NUMBER OF PLAY PARTS ACCESSIBLE BY WHEELCHAIR	NUMBER OF GLIDE/SLIDE PARTS ACCESSIBLE BY WHEELCHAIR	NUMBER OF ELECTRIC PLAY PARTS ACCESSIBLE BY WHEELCHAIR	NUMBER OF TYPES OF SOUND/USUAL PLAY PARTS
48	28	PROHIBITED	PROHIBITED	PROHIBITED
NEED 3	NEED 3	NEED 15	NEED 15	NEED 3
NEED 3	NEED 3	NEED 15	NEED 15	NEED 3



SERIES: Voltage, Basics, Intensity, Nucleus
 SITE PLAN
 DRAWN BY: Joel Schleiss

Central Park Playground
 6451 Central Park Avenue
 Lincolnwood, IL 60712

August 21, 2017
 Play Illinois, LLC
 129-100988-4

Base Work Option 1: Proposal #129-100988-4



Burke

August 21, 2017

SERIES: Voltage, Basics, Intensity, Nucleus

Central Park Playground

Play Illinois, LLC

ISOMETRIC PLAN

6451 Central Park Avenue

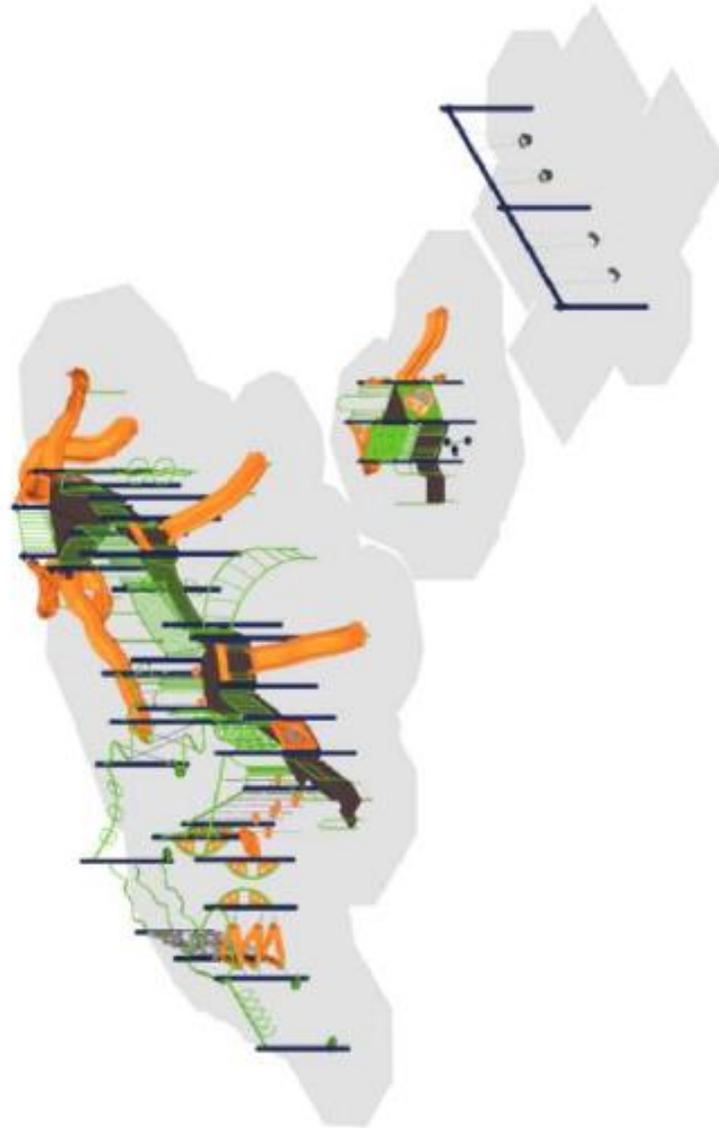
129-100988-4

DRAWN BY: Joel Schleis

Lincolnwood, IL 60712

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54636-0549 Telephone 920-921-9220

Base Work Option 2: Proposal #129-100990-3



Burke

August 21, 2017

SERIES: Voltage, Basics, Intensity, Nucleus
ISOMETRIC PLAN
DRAWN BY: Joel Schleis

Central Park Playground
6451 Central Park Avenue
Lincolnwood, IL 60712

Play Illinois, LLC
129-100990-3

BC Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54806-0549 Telephone 920-921-9220

ATTACHMENT B

1.1 SUMMARY

- A. Furnish all labor, materials and equipment required to remove the concrete footings from the existing playground and install the play equipment and engineered wood fiber surfacing as indicated on the drawings or specified herein. The work shall include any incidentals to provide a finished job.

1.2 DEFINITIONS

- A. Use Zone: According to ASTM F1487-11, the “area beneath and immediately adjacent to a play structure or equipment that is designed for unrestricted circulation around the equipment and on whose surface it is predicted that a user would land when falling from or exiting the equipment.”
- B. IPEMA: International Play Equipment Manufacturers Association.
- C. Fall Height: According to ASTM F 1487-11, “the vertical distance between a designated play surface and the protective surfacing beneath it.”

1.3 DESIGN REQUIREMENTS

- A. Compliance with current guidelines, standards, laws and building codes for safety and accessibility:
 - 1. ASTM F1487-11 – Standard Consumer Safety Performance Specifications for Playgrounds for Public Use.
 - 2. U.S. Consumer Products Safety Commission (CPSC) Guidelines (No. 325)– Handbook for Public Playground Safety
 - 3. 2010 ADA Accessibility Guidelines (ADAAG) Section 15.6 Play Areas

1.4 SUBMITTALS

- A. Qualifications: For qualified installer, manufacturer, and testing agency.
- B. Test Reports: Provide evidence of IPEMA certification for playground products, if requested.
- C. Certifications:
 - 1. Statement from manufacturer that products meet current safety and accessibility requirements.
 - 2. Engineered Wood Fiber meets ASTM F2075, ASTM F-1951, ASTM 1292 and IPEMA Certification
- D. Closeout Submittals:

ATTACHMENT B

1. Statement from manufacturer's representative identifying that installation has been performed in accordance with installation instructions.

1.5 QUALITY ASSURANCE

- A. **Installer Qualifications:** The Contractor installing the equipment must be experienced in the installation of play equipment with personnel, facilities, and equipment adequate for the work specified and shall, within 48 hours of a request, produce written proof of such.
- B. **Sample Installations:** Contractor shall upon request produce a list of at least 20 other projects where similar work, from same manufacturer, has been performed and could be reviewed.
- C. **Pre-installation Conference:** Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Prior to the start of the playground equipment installation work, coordinate a conference at the Site to review the construction schedule, availability of materials, installers personnel qualifications, equipment and facilities needed to make progress and avoid delays, installation procedures, testing, inspecting, and certification procedures, and coordination with other work. Meeting shall include the Contractor, Board Authorized Representative, Architect, installer, and any other subcontractors or material technical service representatives whose work, or products, must be coordinated with the playground equipment installation work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. **Packaging:** Posts shall be individually packaged in sturdy, water-resistant, mar-resistant cardboard boxes. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. The components and crates are then shrink wrapped to skids (pallets) to ensure secure shipping.
- B. **Delivery:** Equipment will be on delivered F.O.B. curbside. Installer will be responsible for unloading, storage, and security of the equipment until accepted by the owner.
- C. **Packing List:** All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

1.7 WARRANTY

- A. **Installers Guarantee:** The Contractor shall provide information on the equipment manufacturer's guarantee. Contractor shall warranty installation and workmanship on all play equipment for a period of one year starting on the date of Physical Completion of the Project.

ATTACHMENT B

- B. **Installers Guarantee:** The Contractor shall guarantee that all work performed under this section shall be free from any defects in materials and workmanship. Upon notice in writing from the Owner to the Contractor within one year of physical Completion of the project, the Contractor shall, at no additional cost to the Owner, make the necessary repairs or replacements of the defective work in question. During this period of guarantee, the Owner shall perform normal maintenance and cleaning of the play area equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Manufacturer:

1. Burke, 660 Van Dyne Road, Fond du Lac, WI 54937. Locally represented by Play Illinois, 4716 Roslyn Road, Downers Grove, IL 60515, (844-222-9990).
2. Engineered Wood Fiber - Product Shall be Design and made for use in Public Playgrounds and meet ASTM 2075, ASTM 1292, ASTM 1951 and IPEMA Certification.

2.2 PRODUCTS

- A. The Drawings and Specifications are Burke, Basics, Intensity, and Nucleus Series.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the area and conditions of the site. Verify safety zones of all equipment before setting posts in concrete footing.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Verify that all equipment needed for installation has been sent correctly.

3.3 INSTALLATION:

- A. Conform strictly to manufacturer's instructions. Use only experience personnel trained in play equipment installation.
- B. Provide all concrete footings as required. It is the contractor's responsibility to adjust drainage pipe or other new utility locations to accommodate the equipment footings.

ATTACHMENT B

- C. Contractors shall list the names, addresses and phone numbers of at least three references where work of similar nature and scope has been performed.
- D. The installation contractor shall leave the site clean and free from debris. Concrete, asphalt and trash shall be disposed of off the site by the contractor at his own expense. The contractor shall be responsible for repairing, to the Owner's satisfaction, any damage to the existing turf, trees, paved areas, etc., caused by his negligence.
- E. Contractor shall be required to furnish, install and maintain a (6' High Temporary) safety fencing during the entire time of installation. The entire perimeter of the play area shall be secured.
- F. The Installation contractor shall be responsible for locating all utilities, public and private, prior to beginning construction. Contractor will be responsible for any damages to utilities caused by their work. Contact J.U.L.I.E. at 1-800-982-0123 for utility information
- G. Site conditions are shown based upon best available information. The contractor shall walk the site prior to submitting a bid to be fully familiar with site conditions.

3.4 TIMETABLE

- A. Installation should occur as soon as possible with agreement of bidder and Owner. Bidder should submit his schedule of installation with their bid. All work shall be completed no later than November 30, 2017, unless agreed upon by Owner and Contractor.

3.5 FIELD QUALITY CONTROL

- A. Contractor shall contact manufacturer's representative to review playground installation for accuracy.
- B. Contractor shall notify Architect to review installation for review of overall conformance to specifications and workmanship.
- C. Contractor shall provide third-party inspection of playground within 30 days of installation. The inspection must be conducted by National Recreation and Parks Association/National Playground Safety Institute (NRPA/NPSI) Certified Playground Safety Inspection (CPSI). Must also determine compliance with ASTM F 1292.

3.6 ADJUSTING

- A. Ensure that adjustments required by inspections are corrected to owner's satisfaction.

3.7 CLEANING AND PROTECTION

- A. Contractor is responsible to protect equipment until accepted by owner.
- B. Consult manufacturer's cleaning instructions.

ATTACHMENT C

PLAYGROUND DESIGN PROPOSALS: BASE BID OPTIONS

Lincolnwood Parks and Recreation Central Park Playground

Proposal # 129-100988-4
August 21, 2017

Presented by
Play Illinois, LLC



Burke®



August 21, 2017

Laura McCarty
Lincolnwood Parks and Recreation
6900 N. Lincoln Avenue
Lincolnwood, IL 60172

Dear Laura McCarty:

Play Illinois, LLC is delighted to provide Lincolnwood Parks and Recreation with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Play Illinois, LLC is confident that this proposal will satisfy Lincolnwood Parks and Recreation's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with Lincolnwood Parks and Recreation. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Margaret Chaidez
Play Illinois, LLC
4716 Roslyn Rd.
Downers Grove, IL 60515

Design Summary

Play Illinois, LLC is very pleased to present this Proposal for consideration for the Central Park Playground located in Lincolnwood. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Lincolnwood Parks and Recreation. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Central Park Playground
- Project Number: 129-100988-4
- User Capacity: 241
- Age Groups: Ages 2-5 years, 5-12 years
- Dimensions: 100' 11" x 76' 0"
- Designer Name: Joel Schleis

Play Illinois, LLC has developed a custom playground configuration based on the requirements as they have been presented for the Central Park Playground playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 129-100988-4 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Central Park Playground playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION:
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

4043 SQ.FT.

PERIMETER
455 FT.

STRUCTURE SIZE
100' 11" x 76' 0"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

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



Registered
to ISO 9000



Registered
to ISO 14001

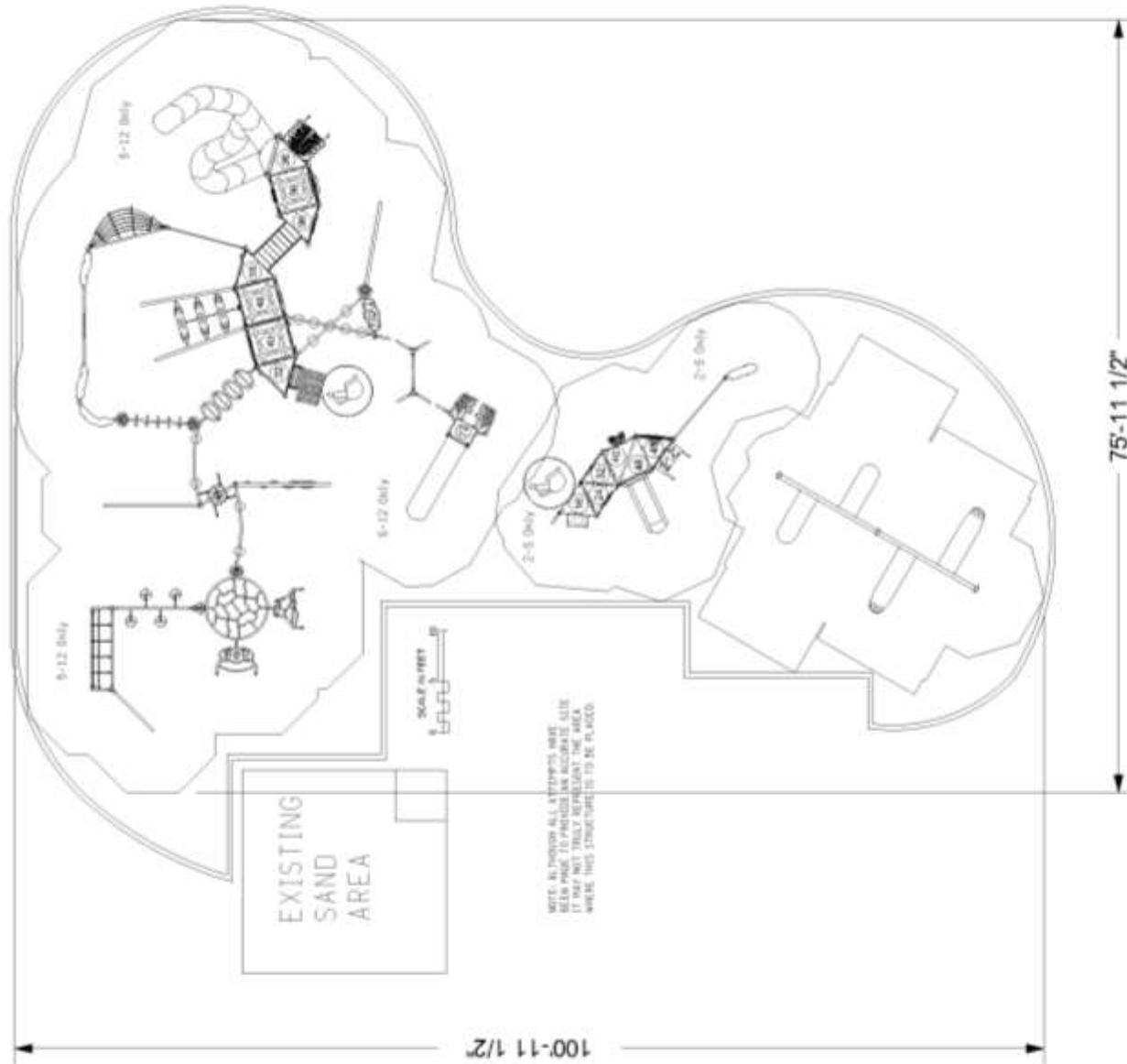


To verify product certification,
visit www.ipema.org

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

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	40
NUMBER OF ELEVATED PLAY EVENTS	30
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	PROVIDED: 9
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	PROVIDED: 18
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM	PROVIDED: 29
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED: 9
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED: 4
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	PROVIDED: 9
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	PROVIDED: 18
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM	PROVIDED: 29
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED: 9
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED: 4

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.



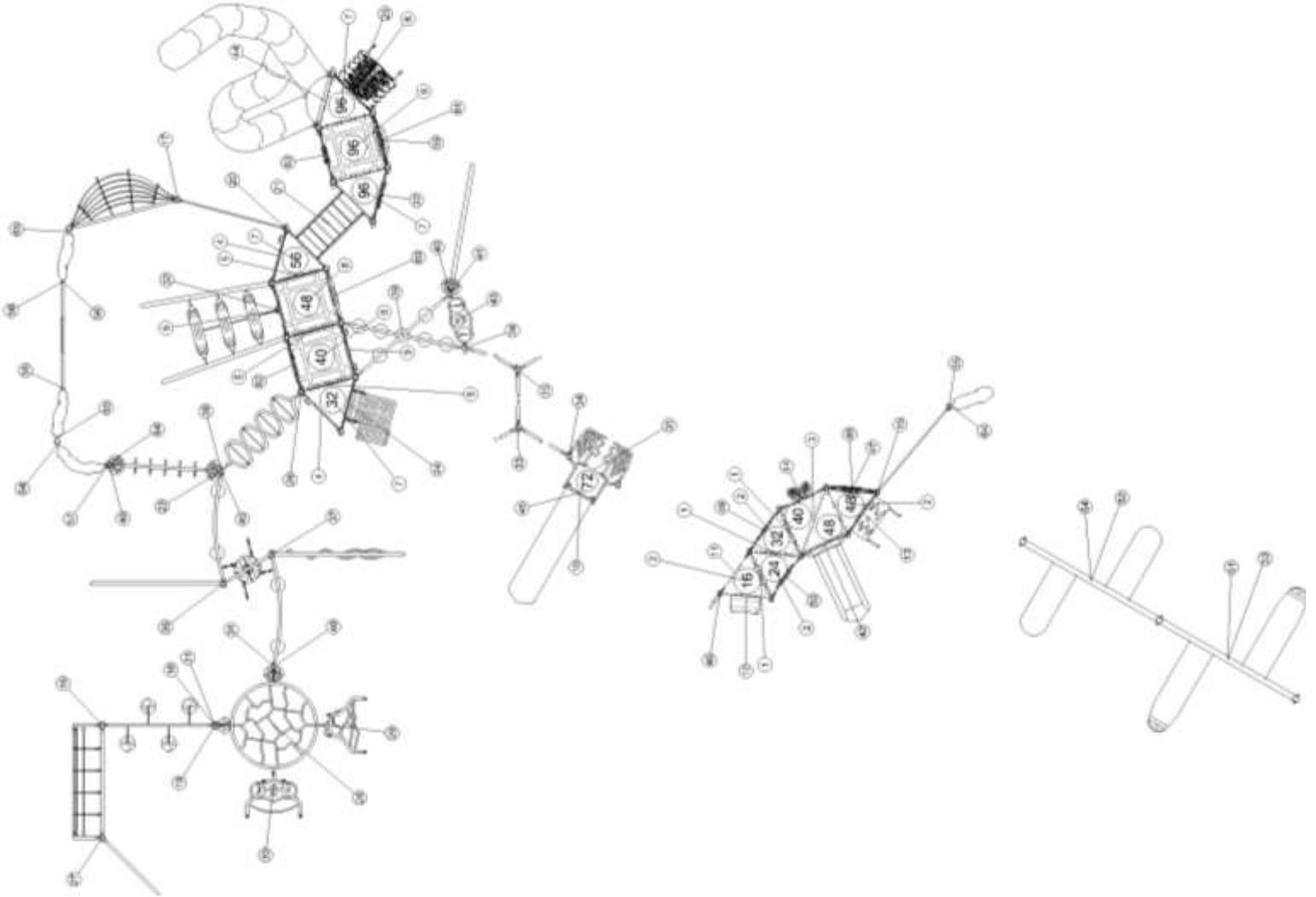
SERIES: Voltage, Basics, Intensity, Nucleus
SITE PLAN
DRAWN BY: Joel Schleis

Central Park Playground
6451 Central Park Avenue
Lincolnwood, IL 60712

August 21, 2017

Play Illinois, LLC
129-100988-4

ITEM	COMP	DESCRIPTION
1	200-0050	8" CLOSURE PLATE
2	200-0221	TRIANGLE PLATFORM S3P
3	200-0224	SPLIT SQUARE PLATFORM S3P
4	270-0001	OFFSET ENCLOSURE
5	270-0050	8" CLOSURE PLATE
6	270-0112	UNITARY ENCLOSURE
7	270-0129	TRIANGLE PLATFORM
8	270-0130	SQUARE PLATFORM
9	270-0206	CENTER MOUNT ENCLOSURE
10	270-0287	SLIDE PLATFORM
11	300-0015	GRAB BARS
12	300-0313	SINGLE STEP
13	330-0595	STONE SLOPE CLIMBER 45°
14	300-0613	LEAF CLIMBER 40" - 48"
15	300-0795	ODYSSEY POST LINK SINGLE
16	370-0007	NIMBLE NET ROPE CLIMBER
17	370-0008	WILD WEB ROPE CLIMBER
18	370-0024	DYNAMIC DISCS
19	370-0027	LAUNCH PAD
20	370-0033	ODYSSEY POST LINK DOUBLE
21	370-0409	40" TRANSITION STAIR W/BARR
22	370-0495	STEEP PEAK CLIMBER 96"
23	370-0710	TRIANGLE TRAVERSE
24	370-0718	TRANSFER STATION, HANDRAIL
25	370-0799	JUNGLE VINE CLIMBER 96"
26	370-0608	TWISTING TRAVERSE
27	370-0810	POWER PEAK W/ PANELS
28	370-0829	PLEXUS OVERHEAD
29	370-0832	PLEXUS TANGLE CLIMBER
30	370-0833	PLEXUS STEP CLIMBER
31	370-0834	OVERHEAD POST ATTACHMENT
32	370-0838	TRUCK ARCH CLIMBER
33	370-0851	VERTO CLIMBER 3 FS
34	370-0854	VERTO CLIMBER 1
35	370-0855	MERGE CLIMBER
36	370-1583	APEX ROPE CLIMBER
37	370-1584	APEX WAVE CLIMBER
38	370-1089	TAKTIX BOLT CLIMBER
39	370-1593	PODSTEP LINK
40	370-1608	OVISSTEP LAUNCH PAD
41	370-1612	APEX ELLIPSE CLIMBER
42	430-0524	ROCKN ROLL SLIDE, 40" - 48"
43	470-0101	DYNAMIC PAD
44	470-0574	VPER II OVER UNDER 96"
45	470-0754	VELD SLIDE 64", 77", W/O HOOD
46	500-0718	HYPMO ACTIVITY PANEL
47	530-0726	TOUCH & PLAY DRUM PANEL, B
48	530-1633	RACE CAR PANEL ASSEMBLY
49	530-1633	GEAR PANEL, ABOVE PLATFORM
50	530-1725	TOUCH & PLAY PIANO PANEL
51	550-0093	SINGLE POST SWING ASSEMBLY
52	550-0094	SINGLE POST SWING ADD-ON 5'
53	550-0100	TOT SEAT, 7 & 8" PAIR, STD CH
54	500-0112	BELT SEAT, 8" PAIR, STD CHAIN
55	560-0040	ROCKIT END PANEL
56	560-0541	ROCKIT OFFSET PANEL
57	560-0542	ROCKIT CURVED PANEL
58	560-0545	ROCKIT CORE LINK
59	570-0620	BURKE MART PANEL BELOW PL
60	570-0798	WAYER PANEL, ABOVE PLATFORM
61	570-0798	WAYER PANEL, ABOVE PLATFORM
62	570-1679	SPROCKET PANEL, ABOVE PLAT
63	570-1724	RAIN WHEEL PANEL
64	600-0137	ROCKIT ATTACHMENT POST 55"
65	600-0138	ROCKIT ATTACHMENT POST 79"



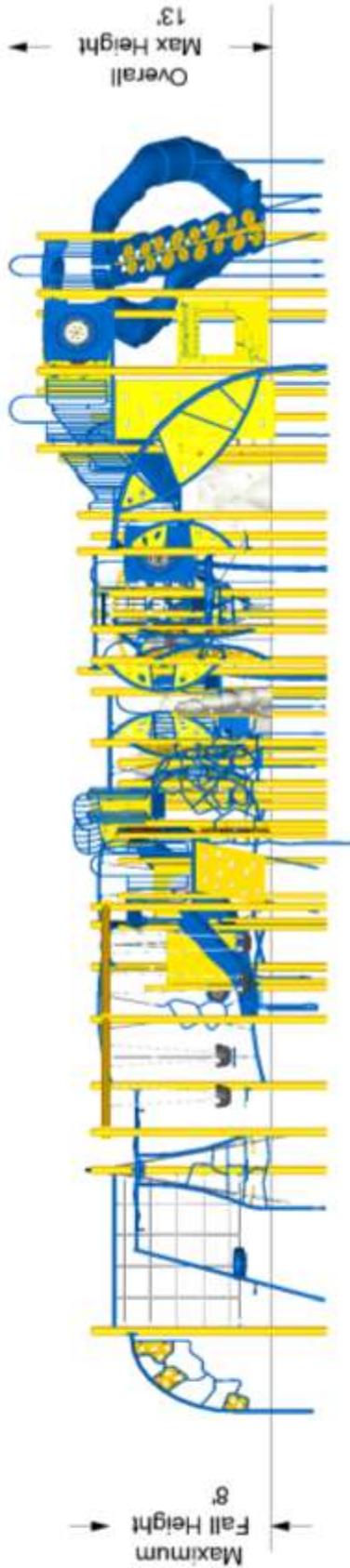
Burke

SERIES: Voltage, Basics, Intensity, Nucleus
 COMPONENT PLAN
 DRAWN BY: Joel Schleis

Central Park Playground
 6451 Central Park Avenue
 Lincolnwood, IL 60712

August 21, 2017

Play Illinois, LLC
 129-100988-4



The protective surfacing for this design must accommodate the critical fall height.

Burke

August 21, 2017

SERIES: Voltage, Basics, Intensity, Nucleus
 ELEVATION PLAN
 DRAWN BY: Joel Schleis

Central Park Playground
 6451 Central Park Avenue
 Lincolnwood, IL 60712

Play Illinois, LLC
 129-100988-4



Burke

August 21, 2017

SERIES: Voltage, Basics, Intensity, Nucleus

Central Park Playground

Play Illinois, LLC

ISOMETRIC PLAN

6451 Central Park Avenue

129-100988-4

DRAWN BY: Joel Schleis

Lincolnwood, IL 60712

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



Proposal # 129-100988-4

August 21, 2017
2017 Pricing

Proposal Prepared for:

Laura McCarty
Lincolnwood Parks and Recreation
6900 N. Lincoln Avenue
Lincolnwood, IL 60172
Phone: 847.745.4724

Project Location:

Central Park Playground
6451 Central Park Avenue
Lincolnwood, IL 60712

Proposal Prepared by:

Play Illinois, LLC
4716 Roslyn Rd.
Downers Grove, IL 60515
Phone: 844-222-9990
mike@playil.today

Margaret Chaidez
Phone: 630-468-0506
mchaidez@playil.com

<u>Component No.</u>	<u>Description</u>	<u>Qty.</u>	<u>User Cap.</u>	<u>Ext. User Cap.</u>	<u>Weight</u>	<u>Ext. Weight</u>
Phase One						
Intensity						
270-0287	SLIDE PLATFORM	1	1	1	152	152
370-0007	NIMBLE NET ROPE CLIMBER	1	8	8	124	124
370-0008	WILD WEB ROPE CLIMBER	1	6	6	77	77
370-0024	DYNAMIC DISCS	1	6	6	93	93
370-0027	LAUNCH PAD	1	1	1	9	9
370-0033	ODYSSEY POST LINK DOUBLE	1	4	4	78	78
370-0710	TRIANGLE TRAVERSE	1	2	2	40	40
370-0808	TWISTING TRAVERSE	1	5	5	103	103
370-0829	PLEXUS OVERHEAD	1	14	14	96	96
370-0832	PLEXUS TANGLE CLIMBER	1	2	2	89	89
370-0833	PLEXUS STEP CLIMBER	1	2	2	121	121
370-0834	OVERHEAD POST ATTACHMENT	2	0	0	3	6
370-1583	APEX ROPE CLIMBER	1	8	8	150	150
370-1584	APEX WAVE CLIMBER	1	8	8	185	185
370-1589	TAKTIKS BOLT CLIMBER	1	8	8	233	233
370-1608	OVISTEP LAUNCH PAD	4	1	4	10	40
370-1612	APEX ELLIPSE CLIMBER	1	8	8	184	184
470-0101	DYNAMIC PAD	1	2	2	27	27
Nucleus						
270-0001	OFFSET ENCLOSURE	2	1	2	30	60
270-0050	8" CLOSURE PLATE	3	0	0	10	30
270-0112	UNITARY ENCLOSURE	2	0	0	34	68
270-0129	TRIANGLE PLATFORM	4	2	8	48	192
270-0130	SQUARE PLATFORM	3	6	18	106	318
270-0266	CENTER MOUNT ENCLOSURE	1	0	0	43	43
370-0469	40" TRANSITION STAIR W/BARRIE...	1	4	4	279	279
370-0495	STEEP PEAK CLIMBER 96"	1	2	2	177	177
370-0718	TRANSFER STATION, HANDRAIL 32"	1	4	4	162	162
370-0799	JUNGLE VINE CLIMBER 96"	1	2	2	161	161
370-0810	POWER PEAK W/ PANELS	1	8	8	87	87
370-0838	TRIGON ARCH CLIMBER	1	9	9	225	225
370-0851	VERTO CLIMBER 3 FS	2	3	6	103	206
370-0854	VERTO CLIMBER 1	2	1	2	35	70
370-0855	MERGE CLIMBER	1	3	3	93	93
370-1593	PODSTEP LINK	1	7	7	141	141
470-0574	VIPER II OVER UNDER 96	1	8	8	479	479



Proposal # 129-100988-4

August 21, 2017
2017 Pricing

470-0754	VELO SLIDE 64"-72", W/O HOOD	1	2	2	111	111
570-0620	BURKE MART PANEL BELOW PLATFO...	1	4	4	54	54
570-0797	CHARADE PANEL, ABOVE PLATFORM	1	2	2	61	61
570-0798	WAVER PANEL, ABOVE PLATFORM	1	2	2	61	61
570-1679	SPROCKET PANEL, ABOVE PLATFORM	1	2	2	64	64
570-1724	RAIN WHEEL PANEL	1	2	2	53	53
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
670-0002	POST ASSEMBLY 5" OD X 107"	2	0	0	58	116
670-0099	INSTALLATION KIT, INTENSITY	1	0	0	2	2
670-0103	MAINTENANCE KIT, INTENSITY	1	0	0	0	0
670-0165	POST ASSEMBLY 5" OD X 123"	2	0	0	66	132
670-0166	POST ASSEMBLY 5" OD X 139"	17	0	0	74	1,258
670-0167	POST ASSEMBLY 5" OD X 147"	3	0	0	78	234
670-0168	POST ASSEMBLY 5" OD X 158"	1	0	0	84	84
670-0169	POST ASSEMBLY 5" OD X 171"	6	0	0	91	546

RockIt

560-0541	ROCKIT OFFSET PANEL	2	4	8	83	166
560-0542	ROCKIT CURVED PANEL	1	4	4	79	79
560-0549	ROCKIT CORE LINK	1	4	4	132	132
660-0137	ROCKIT ATTACHMENT POST 55 1/2"	2	0	0	13	26
660-0138	ROCKIT ATTACHMENT POST 79 1/2"	2	0	0	18	36

Phase One User Capacity: 202
Phase One Weight: 7,816 lbs.

Phase Two

Voltage

230-0050	8" CLOSURE PLATE	3	0	0	9	27
230-0221	TRIANGLE PLATFORM S3P	4	2	8	31	124
230-0224	SPLIT SQUARE PLATFORM S3P	1	4	4	115	115
330-0015	GRAB BARS	1	0	0	6	6
330-0313	SINGLE STEP	1	1	1	42	42
330-0585	STONE SLOPE CLIMBER 48"	1	2	2	161	161
330-0613	LEAF CLIMBER 40" - 48"	1	4	4	73	73
330-0755	ODYSSEY POST LINK SINGLE	1	2	2	39	39
430-0524	ROCK'N ROLL SLIDE, 40" - 48"	1	1	1	101	101
530-0718	HYPNO ACTIVITY PANEL	1	2	2	9	9
530-0726	TOUCH & PLAY DRUM PANEL, BELO...	1	2	2	60	60
530-1633	RACE CAR PANEL ASSEMBLY	1	1	1	44	44
530-1653	GEAR PANEL, ABOVE PLATFORM	1	4	4	44	44
530-1725	TOUCH & PLAY PIANO PANEL	1	2	2	59	59
630-0001	POST ASSY 3 1/2 X 91	2	0	0	33	67
630-0002	POST ASSY 3 1/2 X 107	2	0	0	39	79
630-0003	POST ASSY 3 1/2 X 123	5	0	0	45	225

RockIt

560-0540	ROCKIT END PANEL	1	2	2	48	48
660-0137	ROCKIT ATTACHMENT POST 55 1/2"	1	0	0	13	13

Phase Two User Capacity: 35
Phase Two Weight: 1,335 lbs.



Proposal # 129-100988-4

August 21, 2017
2017 Pricing

Phase Three

Burke Basics

550-0093	SINGLE POST SWING ASSEMBLY 5"...	1	2	2	237	237
550-0094	SINGLE POST SWING ADD-ON 5" OD	1	2	2	154	154
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	0	0	23	23
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	1	0	0	20	20
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

Phase Three User Capacity: 4
Phase Three Weight: 436 lbs.

Total User Capacity: 241
Total Weight: 9,587 lbs.

Shipping Cost: \$3,800
Equipment Price: \$60,506

TOTAL DELIVERED PRICE: \$64,306

Information is relative to the Aug 21 2017 4:35AM database.

Special Notes:

Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 60 days from the date of this proposal.**



Proposal # 129-100988-4

August 21, 2017
2017 Pricing

Selected Color List

<u>Color Group</u>	<u>Color</u>
<i>Phase 1</i>	
Accessory	Blue
1 Color Extruded/Flat	Yellow
Platform	Blue
Rotomolded	Blue
Intensity/Rocky Mountain	Blue
Kore Konnect	Yellow
2 Color Extruded/Flat (outer)	Yellow
2 Color Extruded/Flat (inner)	Blue
Post	Yellow
RockIt	Sandstone
Chimes/Sprocket Main Panel & Cruiser Seat Backs	Blue
Chimes Note/Sprocket Overlay & Cruiser Side Panels	Yellow

<i>Phase 2</i>	
Platform	Blue
Accessory	Blue
Rotomolded	Blue
Post	Yellow
Kore Konnect	Yellow
1 Color Extruded/Flat	Yellow
2 Color Extruded/Flat (outer)	Yellow
2 Color Extruded/Flat (inner)	Blue
Rotomolded	Blue
RockIt	Sandstone

<i>Phase 3</i>	
Contemporary Swing Fittings	Yellow

Overridden Colors

<i>370-0799 JUNGLE VINE CLIMBER 96"</i>	
1 Color Extruded/Flat	Blue

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® and Little Buddies®) 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® and Little Buddies®).
- 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 GFRG 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.

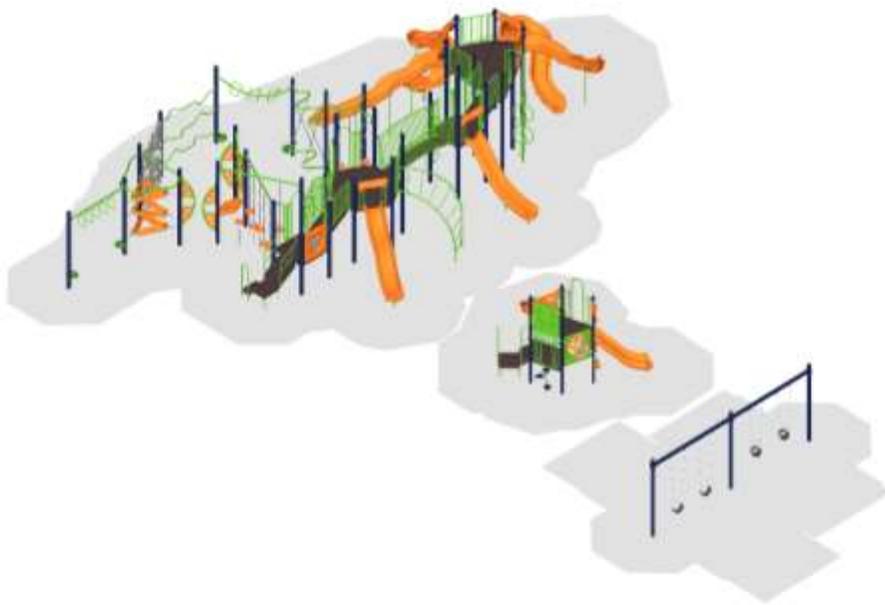
For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2017

Lincolnwood Parks and Recreation Central Park Playground

Proposal # 129-100990-3
August 21, 2017

Presented by
Play Illinois, LLC



Burke®



August 21, 2017

Laura McCarty
Lincolnwood Parks and Recreation
6900 N. Lincoln Avenue
Lincolnwood, IL 60172

Dear Laura McCarty:

Play Illinois, LLC is delighted to provide Lincolnwood Parks and Recreation with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Play Illinois, LLC is confident that this proposal will satisfy Lincolnwood Parks and Recreation's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to continue developing a long-standing relationship with Lincolnwood Parks and Recreation. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Margaret Chaidez
Play Illinois, LLC
4716 Roslyn Rd.
Downers Grove, IL 60515

Design Summary

Play Illinois, LLC is very pleased to present this Proposal for consideration for the Central Park Playground located in Lincolnwood. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Lincolnwood Parks and Recreation. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Central Park Playground
- Project Number: 129-100990-3
- User Capacity: 196
- Age Groups: Ages 5-12 years
- Dimensions: 100' 3" x 76' 10"
- Designer Name: Joel Schleis

Play Illinois, LLC has developed a custom playground configuration based on the requirements as they have been presented for the Central Park Playground playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 129-100990-3 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Central Park Playground playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

INFORMATION:
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

3626 SQ.FT.

PERIMETER
435 FT.

STRUCTURE SIZE
100' 3" x 76' 10"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

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



Registered
to ISO 9000



Registered
to ISO 14001

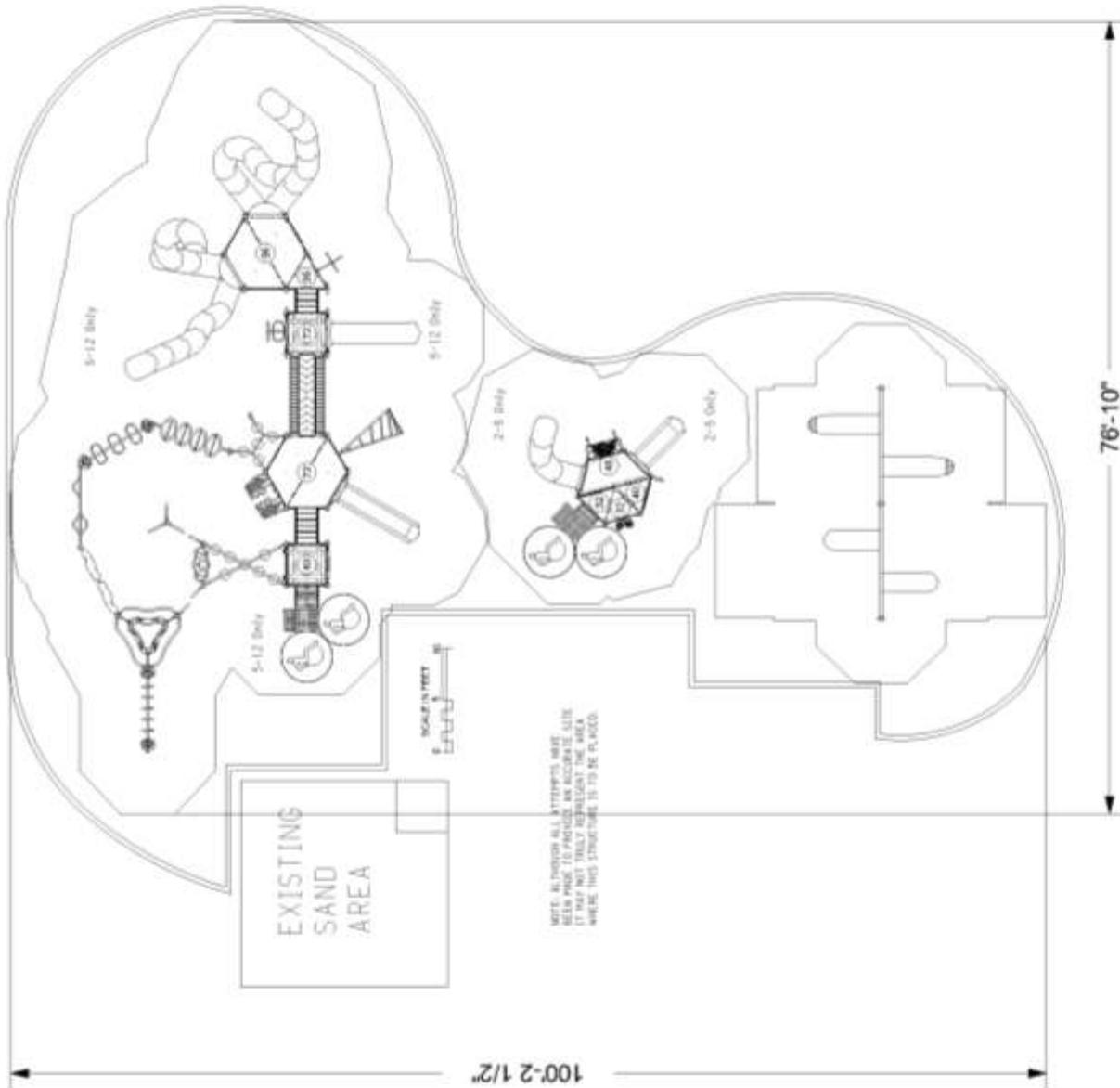


To verify product certification,
visit www.ipema.org

The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F 1487.
To verify product certification,
visit 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)

	36	19	9	19	17	6	3
NUMBER OF PLAY EVENTS	36	19	9	19	17	6	3
NUMBER OF ELEVATED PLAY EVENTS	19	9	9	19	17	6	3
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	PROVIDED	9	9	19	17	6	3
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	PROVIDED	19	19	19	17	6	3
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM	PROVIDED	17	17	17	17	6	3
NUMBER OF GROUND LEVEL PLAY EVENTS	PROVIDED	6	6	6	6	6	3
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED	6	6	6	6	6	3

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.

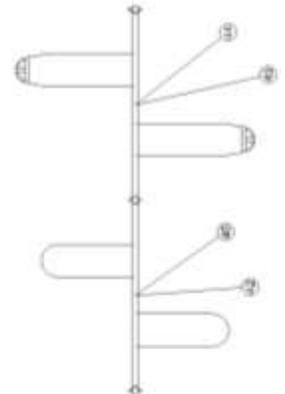
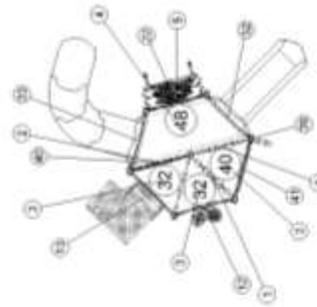
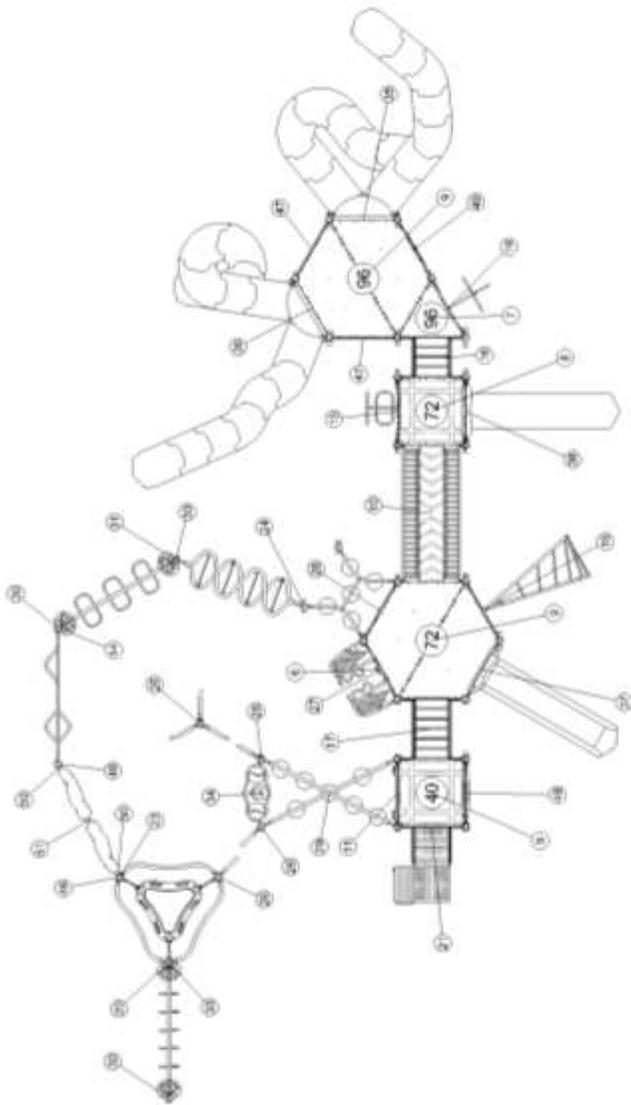


SERIES: Voltage, Basics, Intensity, Nucleus
SITE PLAN
DRAWN BY: Joel Schleis

Central Park Playground
6451 Central Park Avenue
Lincolnwood, IL 60712

August 21, 2017
Play Illinois, LLC
129-100990-3

ITEM	COMP	DESCRIPTION
1	200-0050	8" CLOSURE PLATE
2	200-0107	16" PLATFORM BARRIER
3	200-0221	TRIANGLE PLATFORM SSP
4	200-0223	HALF HEXAGON PLATFORM SSP
5	200-0228	UNITARY ENCLOSURE, S3
6	270-0112	UNITARY ENCLOSURE
7	270-0129	TRIANGLE PLATFORM
8	270-0130	SQUARE PLATFORM
9	270-0131	HEXAGONAL PLATFORM SSP
10	270-0219	ARCH-ED CATWALK BRIDGE 96"
11	270-0266	CENTER MOUNT ENCLOSURE
12	300-0012	LEAF CLIMBER 32"
13	300-0710	TRANSFER STATION, HORIZONTAL
14	370-0004	POWER PEEPS CLIMBER
15	370-0177	CENTREDE CLIMBER 64" 72"
16	370-0467	24" TRANSITION STAIR W/BARRI
17	370-0468	32" TRANSITION STAIR W/BARRI
18	370-0549	CENTER MOUNT TWIST 'N' TURN
19	370-0607	LINKING RING CLIMBER 80" 86"
20	370-0710	TRIANGLE TRAVERSE
21	370-0719	TRANSFER STATION, HORIZONTAL
22	370-0605	JUNGLE VINE CLIMBER 48"
23	370-0606	TRIGON TOWER
24	370-0608	TWISTING TRAVERSE
25	370-0691	VERTO CLIMBER 3 FS
26	370-0694	VERTO CLIMBER 1
27	370-0695	MERGE CLIMBER
28	370-1592	PODSTEP CLIMBER 64-72"
29	370-1593	PODSTEP LINK
30	370-1908	OVISTEP LAUNCH PAD
31	370-1610	ATHLETIC ARCH OH
32	430-0524	ROCK'N ROLL SLIDE, 40" - 48"
33	430-0544	VIPER R2 48-56
34	470-0101	DYNAMIC PAD
35	470-0574	VIPER II OVER UNDER 96
36	470-0578	VIPER II R SPIRAL 96
37	470-0622	ROCK'N ROLL SLIDE, 64" - 72"
38	470-0753	VELO SLIDE, 64" - 72"
39	500-0717	RAINGROPS ACTIVITY PANEL
40	500-1649	BUMBLE BEE PANEL
41	500-1679	SPROCKET PANEL, ABOVE PLAT
42	500-0093	SINGLE POST SWING ASSEMBL
43	500-0094	SINGLE POST SWING ADD-ON S
44	500-0100	TOT SEAT, 7 & 8" PAIR, STD CH
45	500-0112	BEIT SEAT, 8" PAIR, STD CHAIR
46	500-0541	ROCKIT OFFSET PANEL
47	570-0394	PIPE WALL
48	570-0797	CHARADE PANEL ABOVE PLATF
49	570-1052	GEAR PANEL
50	600-0138	ROCKIT ATTACHMENT POST 79
51	600-0141	ROCKIT Z POST 112 3/4"



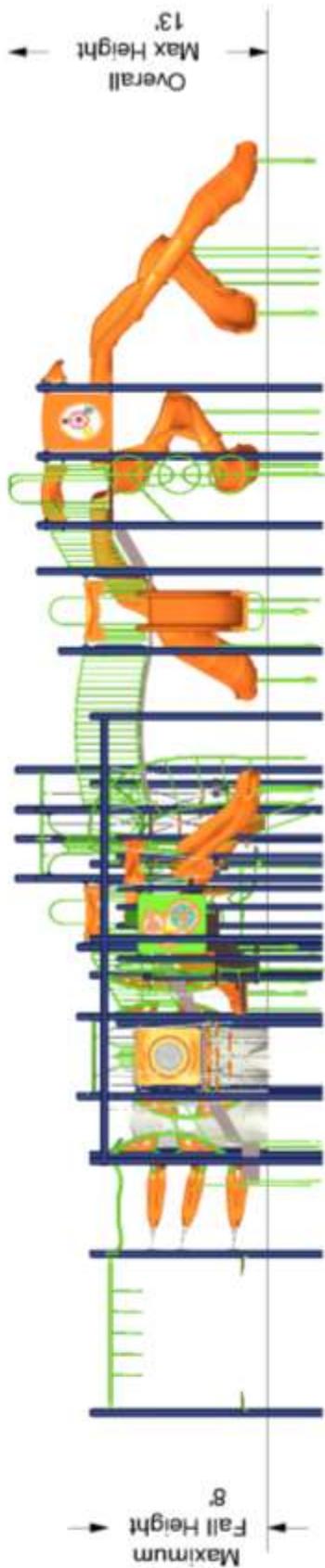
Burke

SERIES: Voltage, Basics, Intensity, Nucleus
 COMPONENT PLAN
 DRAWN BY: Joel Schleis

Central Park Playground
 6451 Central Park Avenue
 Lincolnwood, IL 60712

August 21, 2017

Play Illinois, LLC
 129-100990-3



The protective surfacing for this design must accommodate the critical fall height.

Burke

August 21, 2017

SERIES: Voltage, Basics, Intensity, Nucleus

Central Park Playground

Play Illinois, LLC

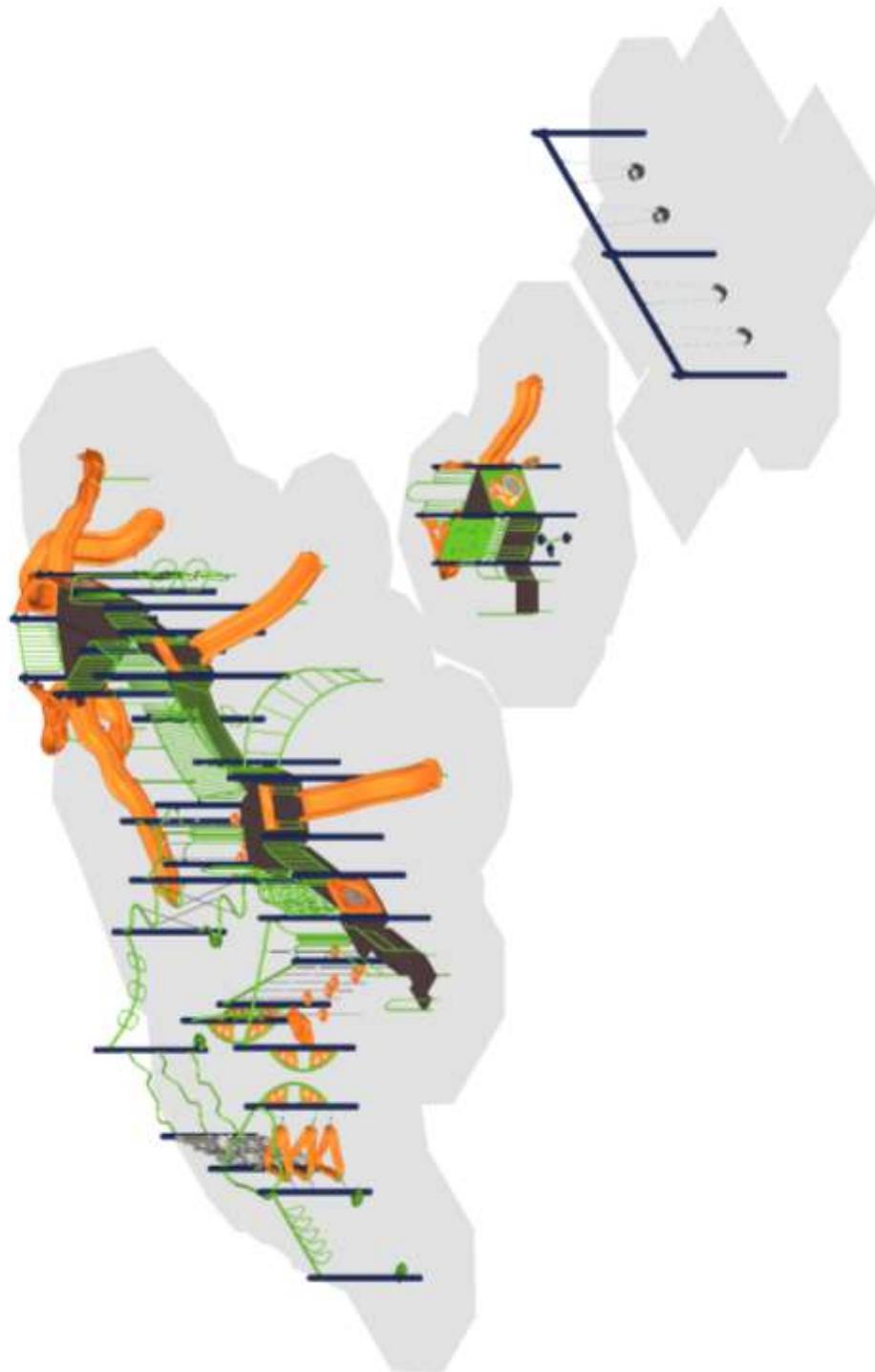
ELEVATION PLAN

6451 Central Park Avenue

129-100990-3

DRAWN BY: Joel Schleis

Lincolnwood, IL 60712



Burke

August 21, 2017

SERIES: Voltage, Basics, Intensity, Nucleus

Central Park Playground

ISOMETRIC PLAN

6451 Central Park Avenue

DRAWN BY: Joel Schleis

Lincolnwood, IL 60712

Play Illinois, LLC

129-100990-3



Proposal # 129-100990-3

August 21, 2017
2017 Pricing

Proposal Prepared for:

Laura McCarty
Lincolnwood Parks and Recreation
6900 N. Lincoln Avenue
Lincolnwood, IL 60172
Phone: 847.745.4724

Project Location:

Central Park Playground
6451 Central Park Avenue
Lincolnwood, IL 60712

Proposal Prepared by:

Play Illinois, LLC
4716 Roslyn Rd.
Downers Grove, IL 60515
Phone: 844-222-9990
mike@playil.today

Margaret Chaidez
Phone: 630-468-0506
mchaidez@playil.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Voltage						
230-0050	8" CLOSURE PLATE	2	0	0	9	18
230-0107	16 PLATFORM BARRIER	1	0	0	19	19
230-0221	TRIANGLE PLATFORM S3P	3	2	6	31	93
230-0223	HALF HEXAGON PLATFORM S3P	1	6	6	122	122
230-0228	UNITARY ENCLOSURE, S3	1	0	0	34	34
330-0612	LEAF CLIMBER 32"	1	3	3	64	64
330-0710	TRANSFER STATION, HANDRAIL 32"	1	4	4	160	160
370-0805	JUNGLE VINE CLIMBER 48"	1	2	2	85	85
430-0524	ROCK'N ROLL SLIDE, 40" - 48"	1	1	1	101	101
430-0544	VIPER R2 48-56	1	2	2	147	147
530-0717	RAINDROPS ACTIVITY PANEL	1	2	2	8	8
530-1649	BUMBLE BEE PANEL	1	4	4	40	40
530-1679	SPROCKET PANEL, ABOVE PLATFORM	1	2	2	60	60
630-0002	POST ASSY 3 1/2 X 107	1	0	0	39	39
630-0003	POST ASSY 3 1/2 X 123	6	0	0	45	270
Burke Basics						
550-0093	SINGLE POST SWING ASSEMBLY 5"...	1	2	2	237	237
550-0094	SINGLE POST SWING ADD-ON 5" OD	1	2	2	154	154
550-0100	TOT SEAT, 7' & 8' PAIR, STD ...	1	0	0	23	23
550-0112	BELT SEAT, 8' PAIR, STD CHAIN	1	0	0	20	20
Intensity						
370-0004	POWER PIPES CLIMBER	1	6	6	47	47
370-0710	TRIANGLE TRAVERSE	1	2	2	40	40
370-0808	TWISTING TRAVERSE	1	5	5	103	103
370-1608	OVISTEP LAUNCH PAD	4	1	4	10	40
370-1610	ATHLETIC ARCH OH	1	5	5	45	45
470-0101	DYNAMIC PAD	1	2	2	27	27
Nucleus						
270-0112	UNITARY ENCLOSURE	1	0	0	34	34
270-0129	TRIANGLE PLATFORM	1	2	2	48	48
270-0130	SQUARE PLATFORM	2	6	12	106	212
270-0131	HEXAGONAL PLATFORM S5P	2	12	24	287	574
270-0219	ARCHED CATWALK BRIDGE 96"	1	6	6	368	368
270-0266	CENTER MOUNT ENCLOSURE	1	0	0	43	43
370-0177	CENTIPEDE CLIMBER 64" - 72"	1	3	3	71	71
370-0467	24" TRANSITION STAIR W/BARRIE...	1	2	2	164	164



Proposal # 129-100990-3

August 21, 2017
2017 Pricing

370-0468	32" TRANSITION STAIR W/BARRIE...	1	3	3	215	215
370-0549	CENTER MOUNT TWIST N' TURN CL...	1	6	6	115	115
370-0557	LINKING RING CLIMBER 80"-96"	1	4	4	100	100
370-0719	TRANSFER STATION, HANDRAIL 40"	1	5	5	199	199
370-0806	TRIGON TOWER	1	9	9	172	172
370-0851	VERTO CLIMBER 3 FS	1	3	3	103	103
370-0854	VERTO CLIMBER 1	3	1	3	35	105
370-0855	MERGE CLIMBER	1	3	3	93	93
370-1592	PODSTEP CLIMBER 64-72"	1	10	10	125	125
370-1593	PODSTEP LINK	1	7	7	141	141
470-0574	VIPER II OVER UNDER 96	1	8	8	479	479
470-0578	VIPER II R-SPIRAL 96	1	8	8	512	512
470-0622	ROCK'N ROLL SLIDE, 64" - 72"	1	2	2	147	147
470-0753	VELO SLIDE, 64"-72"	1	2	2	146	146
570-0394	PIPE WALL	2	0	0	36	72
570-0797	CHARADE PANEL, ABOVE PLATFORM	1	2	2	61	61
570-1562	GEAR PANEL	1	4	4	52	52
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
670-0099	INSTALLATION KIT, INTENSITY	1	0	0	2	2
670-0103	MAINTENANCE KIT, INTENSITY	1	0	0	0	0
670-0158	POST ASSEMBLY 5" OD X 184"	4	0	0	97	388
670-0165	POST ASSEMBLY 5" OD X 123"	2	0	0	66	132
670-0166	POST ASSEMBLY 5" OD X 139"	10	0	0	74	740
670-0167	POST ASSEMBLY 5" OD X 147"	4	0	0	78	312
670-0168	POST ASSEMBLY 5" OD X 158"	2	0	0	84	168
670-0169	POST ASSEMBLY 5" OD X 171"	11	0	0	91	1,001
RockIt						
560-0541	ROCKIT OFFSET PANEL	2	4	8	83	166
660-0138	ROCKIT ATTACHMENT POST 79 1/2"	2	0	0	18	36
660-0141	ROCKIT Z POST 112 3/4"	1	0	0	37	37

Total User Capacity: 196
Total Weight: 9,332 lbs.

Shipping Cost: \$ 3,800
Equipment Price: \$49,840.50

Total Delivered Price: \$53,640.50

Information is relative to the Aug 21 2017 4:35AM database.

Special Notes:

Prices do not include unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 60 days from the date of this proposal.**



Proposal # 129-100990-3

August 21, 2017
2017 Pricing

Selected Color List

<u>Color Group</u>	<u>Color</u>
<i>Phase 1</i>	
Platform	Brown
Accessory	Lime
Kore Konnect	Navy
Rotomolded	Orange
Post	Navy
1 Color Extruded/Flat	Orange
Intensity/Rocky Mountain	Orange
RockIt	Sandstone
2 Color Extruded/Flat (outer)	Lime
2 Color Extruded/Flat (inner)	Black
<i>Phase 2</i>	
Platform	Brown
Accessory	Lime
Rotomolded	Orange
Kore Konnect	Navy
Post	Navy
1 Color Extruded/Flat	Orange
2 Color Extruded/Flat (outer)	Lime
2 Color Extruded/Flat (inner)	Black
Chimes/Sprocket Main Panel & Cruiser Seat Backs	Lime
Chimes Note/Sprocket Overlay & Cruiser Side Panels	Orange
<i>Phase 3</i>	
Contemporary Swing Fittings	Navy

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® and Little Buddies®) 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® and Little Buddies®).
- 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 GFRG 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.

01/2017

ATTACHMENT D

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, and on weekdays between 6:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 7:00 a.m. or proceed after 12:00 p.m. without specific permission of the Village Engineers.

APPENDIX 1

PREVAILING WAGE ORDINANCE

[TO BE SUPPLIED BY THE OWNER]

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-1909

**A RESOLUTION DETERMINING THE PREVAILING RATE OF WAGES
IN THE VILLAGE OF LINCOLNWOOD**

WHEREAS, the State of Illinois has enacted the "Prevailing Wage Act," 820 ILCS 130/0.01 *et seq.* ("**Act**"); and

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of Cook County employed in performing construction of public works for the Village; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to adopt this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. ASCERTAINMENT AND APPLICATION OF PREVAILING WAGES. To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of July 2015, a copy of that determination being attached hereto and incorporated herein by reference as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois will supersede the Department's July 2015 determination and apply to any and all public works construction undertaken by the Village.

SECTION 3. CONTRACTORS' RESPONSIBILITY. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid must submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that: (A) such records are true and accurate; (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act; and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon seven business days' notice, the contractor and each subcontractor must make available for

inspection the records required to be made and kept by the Act: (i) to the Village and its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents, and all other federal, State, or local law enforcement agencies and prosecutors; and (ii) at all reasonable hours at a location within the State.

SECTION 4. DEFINITIONS; APPLICABILITY. The definition of any term appearing in this Resolution that also is used in the Act is the same as in the Act. Nothing in this Resolution is to be construed to apply to the general prevailing rate of wages for Cook County, as ascertained pursuant to this Resolution, to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

SECTION 5. POSTING AND INSPECTION. The Village Clerk is directed to publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect will be attached to all public works construction contract specifications.

SECTION 6. FILING. The Village Clerk is hereby directed to promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

SECTION 7. PUBLICATION. The Village Clerk is hereby directed to cause a copy of this Resolution to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, which publication will constitute notice that this determination is effective and is the determination of the Village.

SECTION 8. MAILING UPON REQUEST. The Village Clerk is hereby directed to mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 9. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 3rd day of May, 2016.

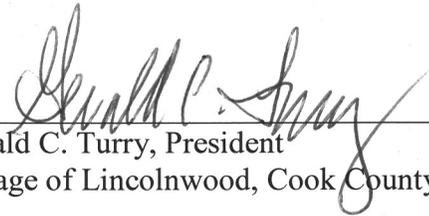
AYES: Trustees Bass, Cope, Patel, Klatzco

NAYS: None

ABSENT: Trustees Elster, Spino

ABSTENTION: None

APPROVED by me this 3rd day of May, 2016.



Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
3rd day of May, 2016



Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

Exhibit A

Illinois Department of Labor Prevailing Wages for Cook County
July 2015

Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMM. ELECT.		BLD		40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN		ALL		47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480
ELECTRICIAN		ALL		45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER		BLD 1		48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 2		46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 3		44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 4		42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 5		51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 6		49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD 7		51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT 1		53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 2		52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER		FLT 3		46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 4		38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 5		55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT 6		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1		46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 2		45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 3		43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 4		42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 5		41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 6		49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY 7		47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER		ALL		41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720
SIGN HANGER		BLD		31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550		
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350		
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030		
SURVEY WORKER	-->NOT IN EFFECT		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720		
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940		
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990		
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500		
TRUCK DRIVER	E	ALL 1	35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000	0.150	
TRUCK DRIVER	E	ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	E	ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	E	ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150	
TRUCK DRIVER	W	ALL 1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150	
TRUCK DRIVER	W	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000	
TRUCK DRIVER	W	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000	
TRUCK DRIVER	W	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000	
TUCK POINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670		

Legend: RG (Region)
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
 ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable

tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all

marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic

Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation;

Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Request For Board Action

REFERRED TO BOARD: September 19, 2017

AGENDA ITEM NO:

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of a Recommendation by the Parks and Recreation Board to Approve an Ordinance Authorizing the Donation of Playground Equipment Owned by the Village

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During the 2005-2006 fiscal year, a Playground Replacement Program was established as part of the Village Capital Improvement plan. The goal of the program is to gradually replace the aging, outdated playgrounds in the Village parks. So far, Columbia, Kildare, Rossi, Goebelt, Kenneth, Springfield, Drake, O'Brien and G.G. Rowell playgrounds have been replaced. In the 2017-2018 budget, Central Park playground, located at 6451 Central Park Avenue, was chosen as the next playground in need of replacement. The current playground equipment at Central Park was installed in 1995; the equipment has been enjoyed for over 22 years, which is beyond the typical useful life of playground equipment.

If authorized by the Village Board, the Village will enter into an Agreement with Kids Around the World, a non-profit organization, to disassemble, remove and refurbish the equipment. An Invitation to Bid for the installation of new equipment was advertised at the end of August with submittals due on September 12, 2017. A recommendation will be considered by the Village Board at its September 19, 2017 meeting.

FINANCIAL IMPACT:

The Village will not remove the current playground equipment or pay to have a contractor remove the equipment. This is a cost savings of \$3,500-\$3,800.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Draft Minutes of the September 12, 2017 Parks and Recreation Board meeting
3. Kids Around the World Playground Equipment Donation Agreement

RECOMMENDED MOTION:

Move to approve an Ordinance authorizing the donation of playground equipment owned by the Village.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-_____

**AN ORDINANCE AUTHORIZING THE DONATION OF PLAYGROUND
EQUIPMENT OWNED BY THE VILLAGE OF LINCOLNWOOD**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2017.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
_____ day of _____, 2017

Village Clerk

ORDINANCE NO. 2017-_____

**AN ORDINANCE AUTHORIZING THE DONATION OF PLAYGROUND
EQUIPMENT OWNED BY THE VILLAGE OF LINCOLNWOOD**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is the owner of certain playground equipment currently located at Central Park, which equipment is described in detail on **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Village President and Board of Trustees have determined that ownership of the Property is no longer necessary or useful to, or for the best interests of, the Village; and

WHEREAS, Kids Around the World, Inc., of Rockford, Illinois ("**KIDS**"), is an Illinois not-for-profit corporation that provides charitable services to underprivileged children, which services include the construction of playgrounds; and

WHEREAS, the Village desires to dispose of the Property by donating it to KIDS; and

WHEREAS, the Village and KIDS desire to enter into an agreement for the donation of the Property by the Village to KIDS, and for the disassembly and removal of the Property from Central Park ("**Agreement**"); and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to enter into the Agreement with KIDS and to donate the Property to KIDS, as set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. AUTHORIZATION TO DISPOSE OF PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, Section 8-8-14 of the Municipal Code of Lincolnwood, and the home rule authority of the Village, the Village Board of Trustees declares that ownership of the Property is no longer necessary or useful to, or in the best interests of, the Village. The President and Board of Trustees hereby authorizes the donation of the Property to KIDS in accordance with the Agreement.

SECTION 3. APPROVAL OF AGREEMENT. The Agreement by and between the Village and KIDS is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 4. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by KIDS; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage and approval as provided by law

PASSED this _____ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2017.

Barry Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2017

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

#25877310_V1

EXHIBIT A

DESCRIPTION OF THE PROPERTY



kids around the world

PLAYGROUND EQUIPMENT DONATION AGREEMENT

This agreement is entered this date between Kids Around The World, Inc., 2424 Charles St., Rockford, IL 61125 (hereinafter referred to as “KIDS”) and The Village of Lincolnwood (hereafter referred to as “Donating Organization”).

KIDS, an Illinois not-for-profit corporation, registered in Illinois at the above address performing charitable programs including building playgrounds for children in underprivileged locations, desires to Acquire as a donation, the below identified used playground equipment from the Donating Organization (hereafter referred to as the “Equipment”).

In consideration for the donation of the Equipment from the Donating Organization, KIDS agrees to the following:

DISCLAIMER: KIDS acknowledges and agrees that the Donating Organization is neither a manufacturer nor a vendor of the Equipment, that KIDS takes the Equipment and each part thereof “as-is” and that the Donating Organization has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to compliance with any and all applicable guidelines or regulations, including, but not limited to ASTM and CPSC, the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the Equipment in any respect whatsoever or in connection with or for the purposes and uses of KIDS, or as to the absence of latent or other defects whether or not discoverable, or as to the absence of any infringement of any patent, trademark or copyright, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, it being agreed that all risks incident thereto are to be borne by KIDS and the Donating Organization shall not be obligated or liable for actual, incidental, consequential, or other damages of or to buyer or other person or entity arising out of or in connection with the use or performance of the Equipment and the maintenance thereof. KIDS acknowledges that KIDS has selected the Equipment KIDS is acquiring from the Donating Organization based on KIDS’ own judgment and the Donating Organization hereby affirmatively disclaims reliance on any oral representation concerning the Equipment made to KIDS.

INSURANCE REQUIREMENTS: KIDS shall maintain insurance of the types and in the amounts listed below.

A. Commercial General Liability Insurance

KIDS shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and a \$2,000,000 aggregate limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The Village of Lincolnwood shall be included as an additional insured under the CGL insurance form.

B. Business Auto Liability Insurance

If applicable, KIDS shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

C. Workers Compensation Insurance

Kids will maintain a worker's compensation insurance policy to cover all of the Kids employees with a minimum employer's liability limit of \$100,000 / \$500,000 / \$100,000.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to removal of the Equipment, KIDS shall furnish The Village of Lincolnwood with a certificate(s) of valid insurance meeting the above noted requirements.

The donated equipment included in this agreement includes: Playground equipment from Central Park Playground, including but not limited to decks, posts, slides, and swings.

Representative of KIDS AROUND THE WORLD, INC.

Representative of the DONATING ORGANIZATION

DATE

DATE

Request For Board Action

REFERRED TO BOARD: September 19, 2017

AGENDA ITEM NO:

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of a recommendation by the Parks and Recreation Board to Adopt a Resolution to Close a Portion of Lincoln Avenue on Sunday, November 19, 2017 between the hours of 7 A.M. to 11 A.M. for the Annual Turkey Trot Race

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 2016 Ray Williams Turkey Trot Race for runners and walkers will be held on Sunday, November 20, 2017. Participants run or walk the 5K or 10K race on the streets of Lincolnwood. A section of the race route is on Lincoln Avenue, which is a State Road controlled by the Illinois Department of Transportation (IDOT). IDOT requires a local government body to pass and submit a resolution accepting responsibility for the closing of the street.

The section to be closed is from Kostner Avenue to Pratt Avenue on the west side of the road. The Police Department will barricade the road and re-route traffic to a single lane on the east side of Lincoln Avenue. This is the same route used in previous years.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Aerial of Road Closing
3. Unapproved Minutes of the September 12, 2017 Park Board Meeting

RECOMMENDED MOTION:

Move to approve a Resolution to close Lincoln Avenue between the Hours of 7 A.M. to 11 A. M. for the Annual Turkey Trot Race on Sunday, November 19, 2017.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-

**A RESOLUTION APPROVING THE CLOSURE OF A PORTION OF
LINCOLN AVENUE ON SUNDAY, NOVEMBER 19, 2017 BETWEEN
THE HOURS OF 7 A.M. AND 11 A.M
FOR THE ANNUAL TURKEY TROT RACE**

WHEREAS, the Village desires to hold its 41st Annual Lincolnwood Turkey Trot Race on Sunday, November 19, 2017 from 7:00 am. to 11:00 am. ("*Turkey Trot*"); and

WHEREAS, the Turkey Trot requires the closure of that portion of Lincoln Avenue between Kostner Avenue and Pratt Avenue; and

WHEREAS, Lincoln Avenue is a right-of-way owned and maintained by the State of Illinois; and

WHEREAS, the State of Illinois requires that the Village assume the responsibility and liability involved in the closure of a portion of Lincoln Avenue as a condition of such closure; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. APPROVAL OF CLOSURE. The Village President and Board of Trustees shall, and do hereby, approve the closure of Lincoln Avenue between Kostner Avenue and Pratt Avenue for the Turkey Trot ("*Lincoln Avenue Closure*").

SECTION 3. ASSUMPTION OF RESPONSIBILITY AND LIABILITY. The Village President and Board of Trustees shall, and do hereby, approve the assumption by the Village of: (a) full responsibility for the direction, protection and regulation of traffic during the Lincoln Avenue Closure; and (b) all liabilities that would otherwise be the responsibility of the State of Illinois for damages of any kind occasioned by the Lincoln Avenue Closure. The Village President and Board of Trustees further agree that the Village will maintain all-weather detours during the Lincoln Avenue Closure, which detours will be conspicuously marked and patrolled by police personnel for the benefit of traffic deviated from Lincoln Avenue.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 19th day of September, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2017

Barry Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
____ day of _____, 2017

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

#10604659_v2



LINCOLNWOOD PARKS & RECREATION

Staff Report: September 2017



UPCOMING EVENTS

Date	Event	Location
Monday, September 4	2017 Season Closing Day	Aquatic Center
Wednesday, September 6	Geneva Boat Tour	Lake Geneva, WI
Wednesday September 6 & 10	Zumba Starts	Community Center
Thursday, September 7	Zumbini Starts	Community Center
Saturday, September 9	Touch a Truck	Village Hall Parking Lot
Monday, September 11	Yoga Starts	Community Center
Tuesday, September 12	City-Style Lunch	Sugar Factory
Sunday, September 17	Family Fun Fest	Centennial Park
Wednesday, September 20	Windy City Live	Downtown Chicago
Wednesday, September 27	Bingo	Liberty Bank
Saturday, October 7	My First Marathon Culmination Event	Valley Line Trail



ADMINISTRATIVE OPERATIONS

Staff and Park Board News:

NEW FACES:

Welcome Maria Leberis

Please join me in welcoming Maria Leberis to the Parks and Recreation Board. Maria was appointed at the August 15, 2017 Village Board meeting and is filling the vacancy left by Amina Elmhady. Maria grew up in Lincolnwood and has lived here for more than four decades. She attended Niles West High School and the University of Wisconsin-Madison. She has a passion for people and has served as a flight attendant with a major airline for more than 25 years. Some of Maria's favorite aspects of Lincolnwood are its small-town feel and proximity to Chicago.

CONGRATUALTIONS

Congratulations to all Parks and Recreation Department staff on another amazing and successful summer season! It's hard to believe the season is over, but a big thank you to all of our pool, day camp staff and professional office staff for giving our participants a memorable and fun summer season. We couldn't do it without them and truly appreciate all of their time, efforts and dedication to providing amazing recreational experiences for the community.

LEARNING AND CONTINUING EDUCATION

The Parks and Recreation Department as well as the Village values continuous learning and continuing education in employees' areas of expertise and responsibilities. Staff is encouraged to seek out training opportunities as it not only benefits the individual but the entire department. Laura McCarty, Parks and Recreation Director will be attending the National Parks and Recreation Congress (NRPA) in New Orleans from September 26-28. The NRPA Congress is an excellent opportunity to join thousands of parks and recreation professionals for energetic networking activities, inspirational education sessions and an inside look at the latest products in the field.

Highlights

- The Union Pacific Trailhead parking lot is now complete. On Friday, September 15 a ribbon cutting ceremony will be held to officially open the lot. Please join us for this event.



MARKETING CHANNEL HIGHLIGHTS

	June	July	August
FACEBOOK			
Posts	45	33	37
Total Followers	1,122	1,132	1,108
Total Reach	8,230	2,807	4,211
TWITTER			
Tweets	6	7	6
Impressions	195	2.5K	2,116
Followers	187	196	200
Top Tweet	Summer Concert Series	Community Fitness Walk	Movie Night
INSTAGRAM			
Posts	8	10	12
Likes	428	79	224
Followers	188	216	217

Digital Brochure

	Summer Camp (3/22)	Autumn (7/26)	Autumn (8/31)
Reads	547	22	122
Impressions	793	62	284
Average Time Spent	4:39	1:40	3:36
Shares	3	0	0

Emails

	Date	Open Rate	Click Rate	Unsubscribed
Concert canceled	8/3/2017	43%	2%	0
Late season at pool	8/7/2017	54%	2%	0
Movie in the park	8/9/2017	28%	3%	3
Soccer	8/11/2017	26%	3%	1
Turkey Trot	8/14/2017	34%	8%	14
Aug/Sept. Newsletter	8/16/2017	34%	7%	1
My First Marathon	8/26/2017	29%	4%	1
Fall Fitness	8/30/2017	28%	35%	0

Press Releases

Turkey Trot	Sent for distribution
My First Marathon	Sent for distribution

Online Promotions

Event	Dist. 74	Nextdoor	Chicago Parent	Oaklees Guide	Chicago Kids	Yelp	Metromix
Movie in the Park		•				•	•
Turkey Trot	•	•		•	•	•	•
Pool Theme Night		•					
Park Playdate	•						

Event Sponsorship

Date	Sponsor	Event	Amount	Notes
8/10/2017	Physicians Immediate Care	Movie in the Park	\$125	Provided bags, magnets and first aid kits
8/10/2017	RCN	Movie in the Park	\$125	

RECREATION

PROGRAMMING HIGHLIGHTS

2017 Camp Season

Another successful summer day camp season has come and gone in the blink of an eye. Approximately 85 staff worked to ensure our camp families had an enjoyable summer experience.

Below is a wonderful letter from a parent about the wonderful experience her son had in our summer day camp and basketball program.

Hi Olivia and Aryn- I hope you're both well!

You two are the only folks from Parks & Rec that I've ever emailed directly, so I am just sending this to both of you.

Olivia, did I ever send this picture of JB's love note to "camp" to you? JB made this in July sometime. Just last week, as we got to the bus stop (which right at Morse and Lowell), he looks across the street to the shelter and goes, "Aw, I miss camp!"

Aryn, JB is so jazzed about basketball at Todd Hall. He was on the fence about doing soccer again, but then I showed him the Autumn brochure and pointed out the weekly basketball right there and he was all in! He loves it!

I wanted to share this with you both and tell you (and your bosses, co workers) how AMAZING our family thinks the Parks and Rec Department is. Looking ahead to all the great stuff you guys have planned for the Fall- the new bike/walking path, the kids' marathon, the family stuff, the sports for the kids and the recreational stuff- Lincolnwood is lucky to have you!! You are a huge part of what makes living here so great!

Thank you both for running the show the way you do. Residents really see it and appreciate it!

*Best,
Leah Brennan*



September Special Events

Staff have been busy preparing for our annual September special events including Touch a Truck which will be held on Saturday, September 9 in the Village Hall parking lot from 10am-12pm and Family Fun on Sunday, September 17 from 1-3pm at Centennial Park. The Touch a Truck event will feature trucks of all sizes, a bounce house, trackless train and ice cream. Family Fun Fest will include plenty of outdoor fun for all ages, including kayaking, a bounce house, crafts and games. Both events are free!

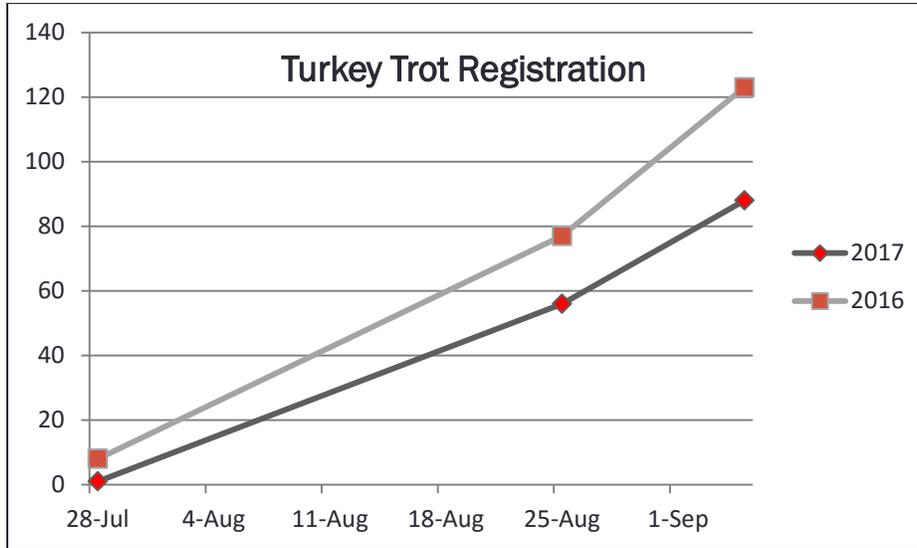
My First Marathon

Children ages 5-12 are invited to participate in the My First Marathon program. Sponsored by Chicago's Byline Bank and presented by the Parks and Recreation Department, this program gives kids the thrill of a marathon encouraging them to run 25 miles with adult supervision throughout the summer and fall and then run the last 1.2 miles together on the Valley Line Trail on Saturday, October 7th at 9am. On race day the kids will receive a race bib, a shirt and then be awarded a finisher medal when they cross the finish line.



Turkey Trot

Registration for Turkey Trot is in full swing. As of September 5, 2017 we had 88 registered runners. Preparations are also underway, the banner will be hung over Pratt Avenue in the upcoming days, race bibs and awards have been ordered with shirts to be ordered in October. We are excited to announce that the Dick Pond Racers have been secured to pace both the 5K and 10K as an enhancement to this year's race.



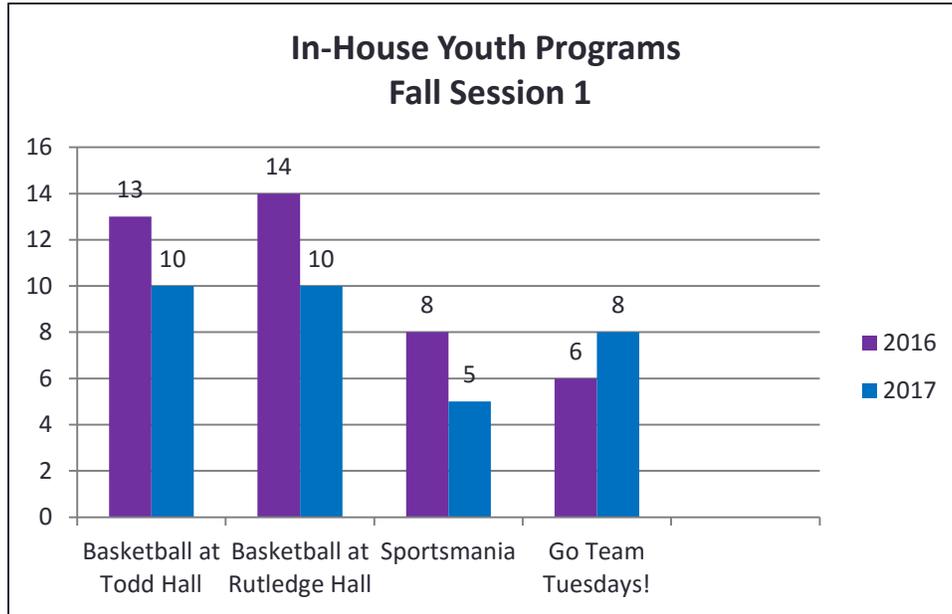
LINCOLNWOOD TURKEY TROT
5K/10K RACE & 5K FITNESS WALK
& DRUMSTICK DASH FOR KIDS 6 AND UNDER

SUNDAY, NOV. 19
REGISTER EARLY!
LINCOLNWOODIL.ORG/TURKEYTROT

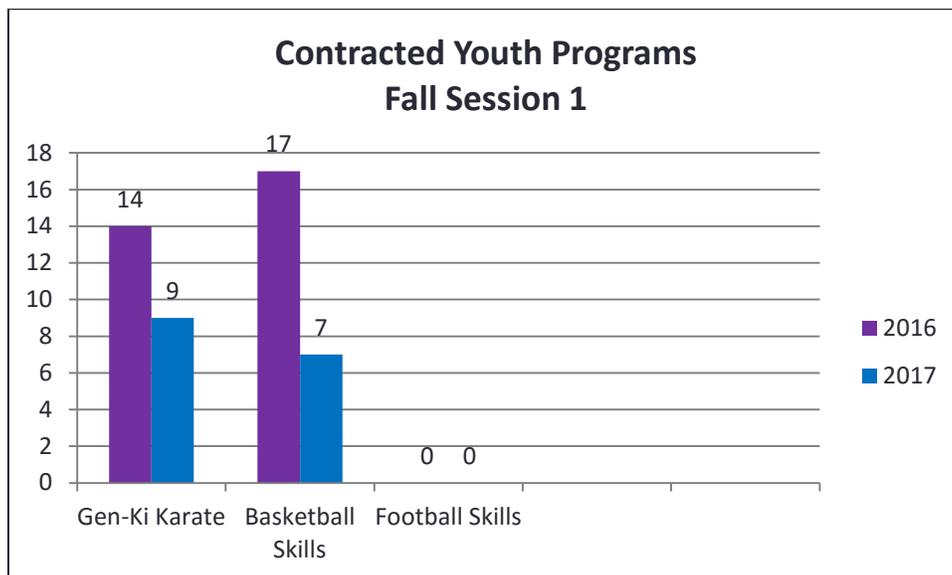
YOUTH PROGRAMS

After school programs

In-house after school programs include basketball, Sportsmania and Go Team Tuesdays. These programs are all held at the School District 74 campus and instructed by a Parks and Recreation Department employee. The chart below displays total enrollment during fall 2017 compared to fall 2016. Sportsmania will run for one week in an attempt to reach the minimum (6 participants) before having to cancel.

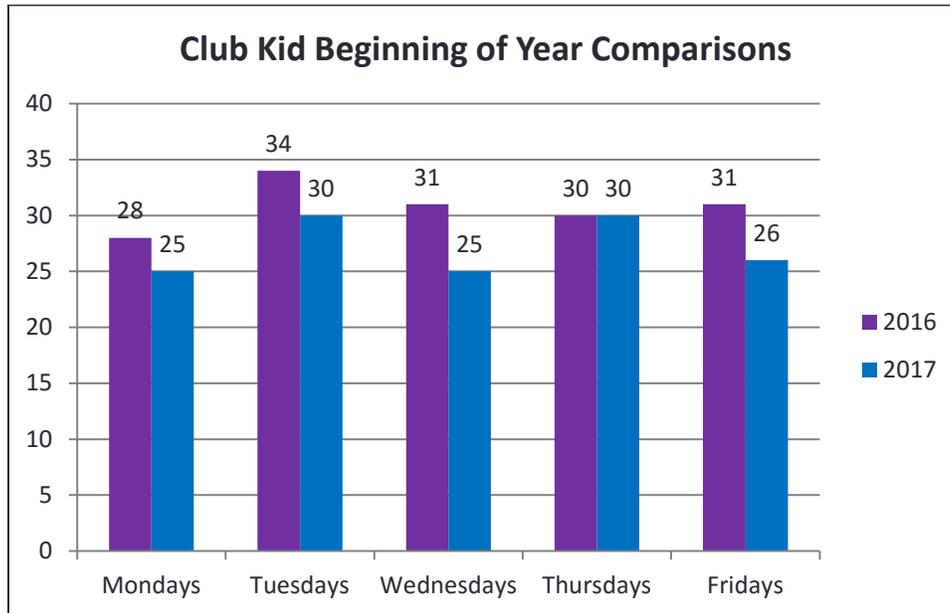


Contracted programs for the fall of 2017 included Karate, Basketball Skills and Football Skills. These programs are also held at the School District 74 campus and instructed by a contractual instructor. The chart below displays the number of participants in each program. Football Skills was canceled due to low enrollment and staff will offer an alternate program for the winter/spring session.



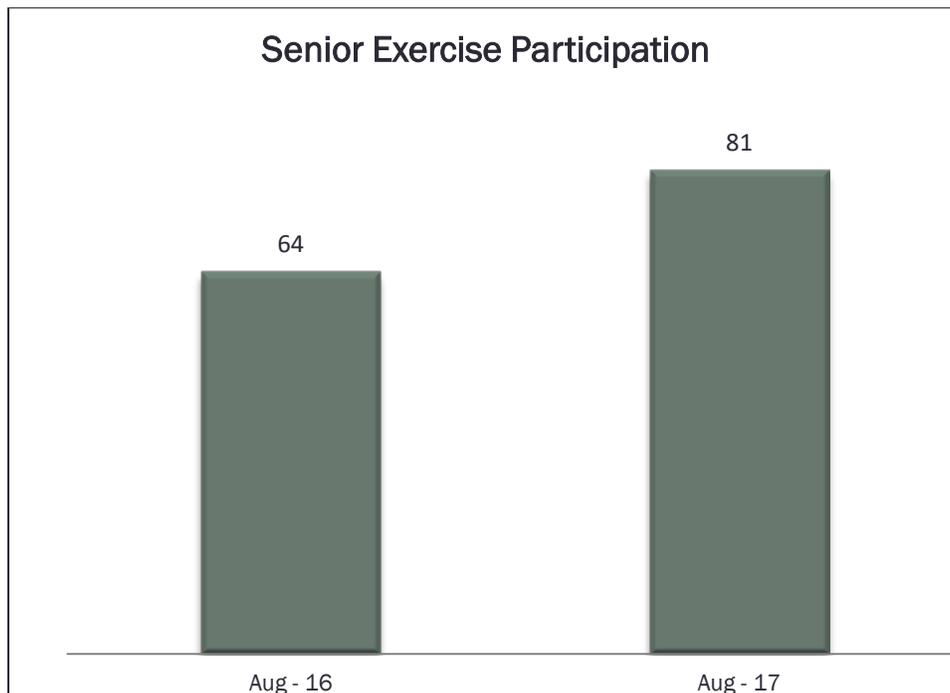
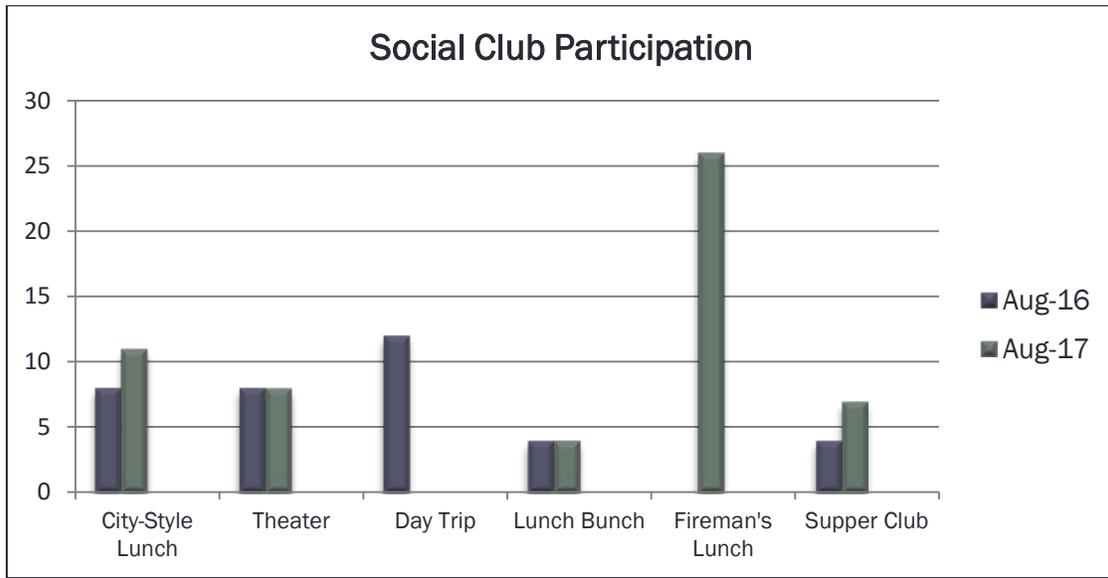
CLUB KID

The Parks and Recreation Department partners with School District 74 to offer Club Kid, an afterschool program for Kindergarten through 5th grade. The chart below displays Club Kid enrollment at the beginning of 2017 school year compared to the 2016 school year. A total of 37 participants were enrolled at the beginning of the 2017 school year compared to 34 participants enrolled at the beginning of the 2016 school year.



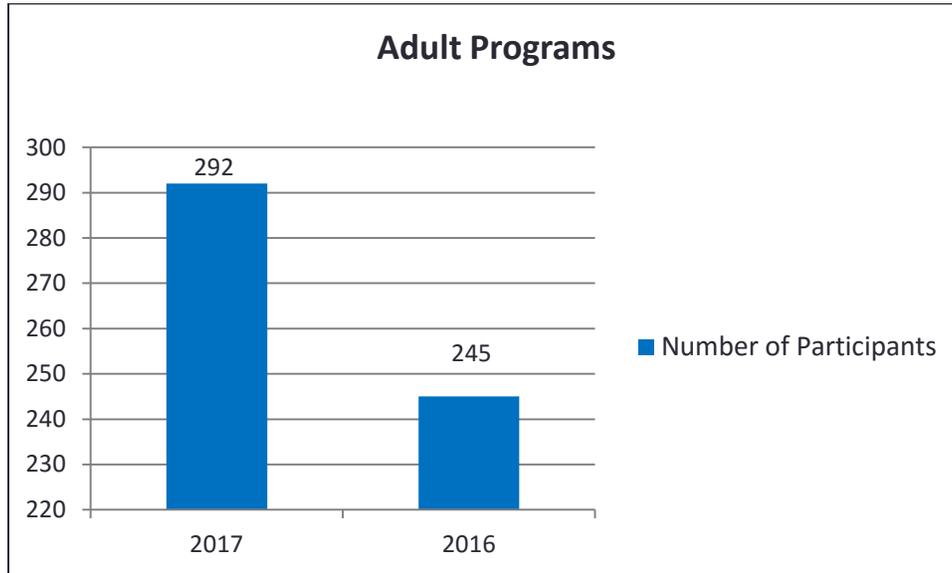
Lincolnwood Social Club (Ages 55+)

The Lincolnwood Social Club is a subsidized program and one that is budgeted to break even. We are able to support the Social Club program by applying for grant funding through the Niles Township. In August of 2017 the Lincolnwood Social Club program and the Subsidized Taxi program were each awarded grant funding in the amount of \$3,000. These monies will go toward lowering the cost of our upcoming daytrips, holiday parties and events as well as fund the expenses incurred for the taxi program. We thank Niles Township for their continued support of both of these programs.



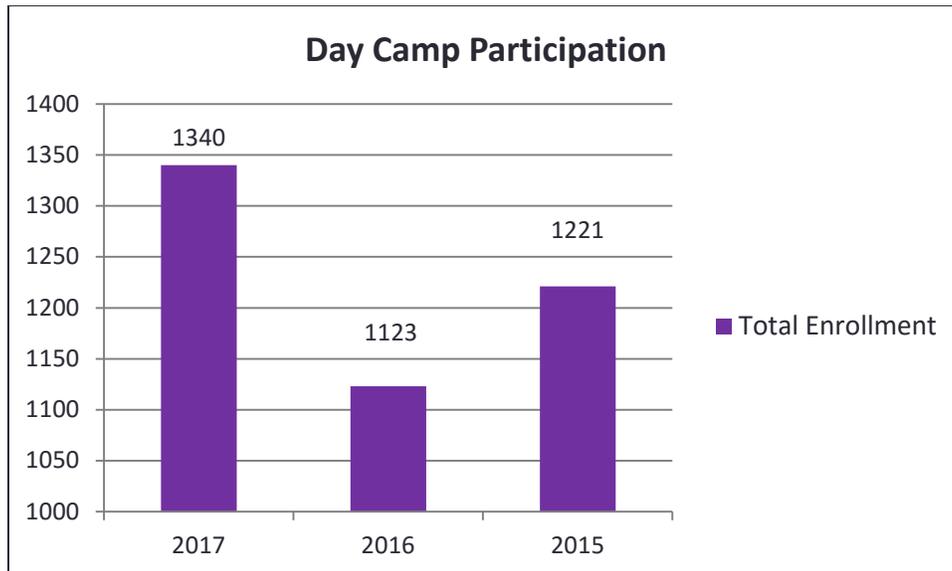
ADULT PROGRAMS

Below are summer registration numbers for adult programs. Adult programs consist of Jazz Dance and fitness programs including: Zumba & Peace Yoga.



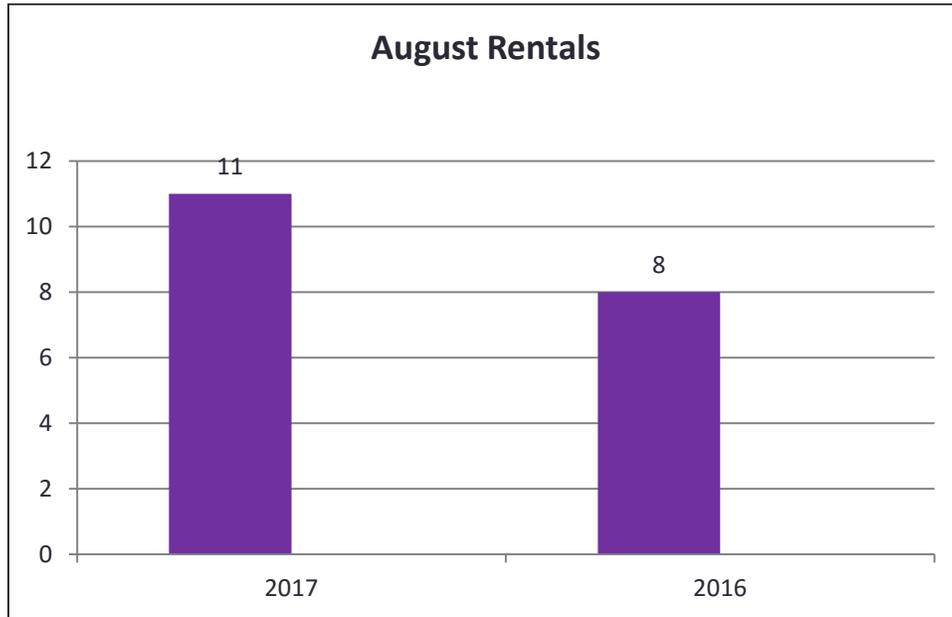
DAY CAMP

The chart below displays final camp registration numbers for the 2015, 2016 and 2017 seasons.



Community Center

August was another successful rental month at the Community Center. A total of \$4,260 was generated in rental revenue generated which included eight large room rentals, one small room rental and two patio rentals.



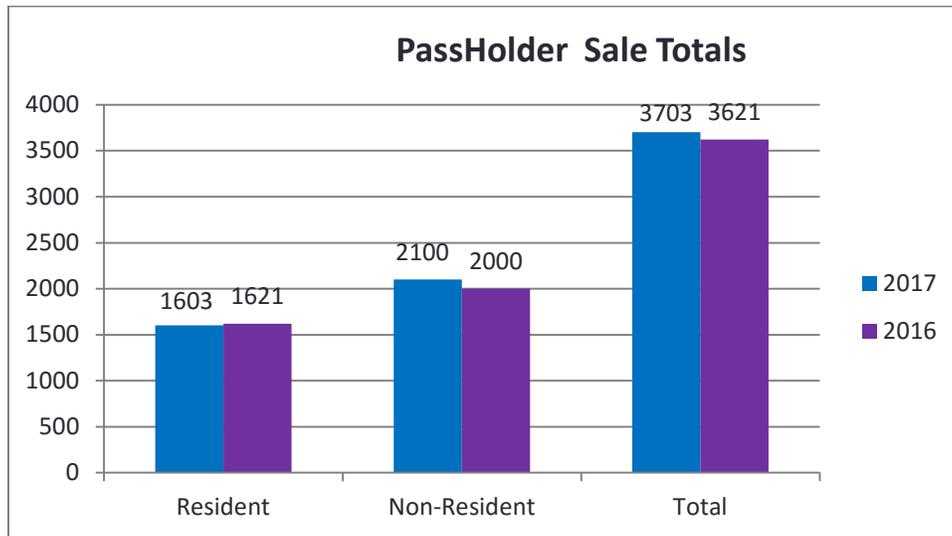
PARKS AND FACILITIES

AQUATICS

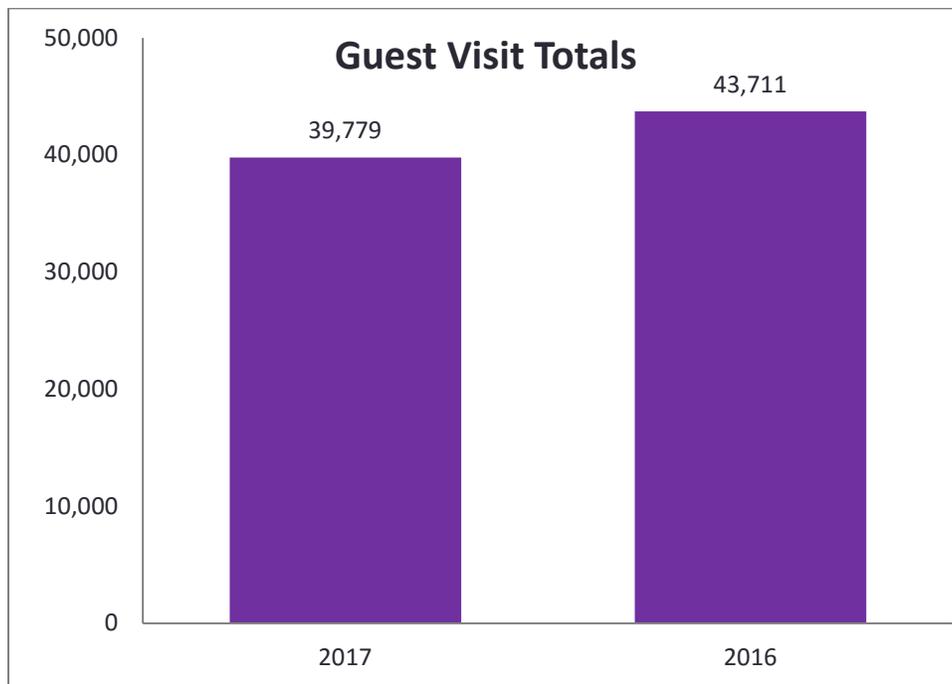
- The Proesel Park Family Aquatic Center closed for the season on Monday, September 4. We are grateful to our residents, pass holders, and staff for a wonderful season.
- Staff spends the first two weeks post-season winterizing the facility, troubleshooting any mechanical anomalies that occur during the season, inventorying supplies. Beginning in mid-September, staff will initiate the process to replace the soon-to-be expired Bee Safe pool drains, per the Virginia Graeme Baker Pool and Spa Safety Act.
- This summer, the Aquatic Center Team elected to participate in the American Red Cross Examiner Service. As part of this service, an American Red Cross Examiner conducts two unannounced on-site evaluations to observe lifeguard skills and conduct skill evaluations. Our on-site evaluations took place in late-July and mid-August, during which lifeguards successfully completed skill observations and test scenarios.



The chart below displays total passholder sales during the 2017 season compared to the 2016 season. Total passholder sales have increased by 82 passes compared to the 2016 season.



The chart below displays the total number of guest/daily fee visitors during the 2017 season compared to the 2016 season. Daily visits have decreased by 3,932 compared to the 2016 season which can be attributed to an increase in overall passholder sales and the weather not being as favorable as during the 2016 season.





Playground Inspection Report Summary

Date: September 6, 2017
Inspector: Melissa Rimdzius, CPRP, CPSI

Hazard Ranking System

- #1 – Condition reported for immediate attention, hazard level high
- #2 – Condition should be corrected within one-four weeks, hazard level is moderate
- #3 – Condition should be corrected within a determined amount of time, hazard level low
- #4 – Condition is aesthetic
- #5 – Condition should be fixed when the playground is replaced

PROESEL PARK

<u>Rank</u>	<u>Month Reported</u>	<u>Description</u>
2	September	Additional engineered wood fiber needs to be added to the playground
2	September	The top edge of the yellow tube on the ground-level equipment needs to be smoothed out
2	September	The bolt to the right of the tallest slide needs to be tightened
3	September	Sections of the pour and play material will need to be removed this fall
3	September	Two bolts and one fastener for the roof of the wood playground equipment are missing
4	September	The sand needs to be leveled in the sand play area
4	September	Graffiti on the ground-level play panel near the entrance needs to be removed

KENNETH PARK

Nothing to report at this time

KILDARE PARK

<u>Rank</u>	<u>Month Reported</u>	<u>Description</u>
1	August	Playground vandalized. Reposition support piece and replace bolt for the clear panel viewer
2	August	Playground vandalized. Fill cuts in the side panels surrounding the small table and sand out the writing on the top of the table
3	August	Playground vandalized. The cable holding the musical tubes in place was cut in multiple locations and partially removed. Needs to be ordered and replaced.

O'BRIEN PARK

<u>Rank</u>	<u>Month Reported</u>	<u>Description</u>
2	July & September	Increase the engineered wood fiber level throughout the playground
2	July & September	Replace missing bolt from the base of the red panel closest to the sand
3	September	Tighten all bolts for the large net climber, some are beginning to loosen

CENTRAL PARK

Nothing to report at this time

DRAKE PARK

Nothing to report at this time

ROSSI PARK

<u>Rank</u>	<u>Month Reported</u>	<u>Description</u>
2	July & September	Replace five small bolts from five separate fasteners that connect the side panels to the support beams (Waiting on parts)

COLUMBIA PARK

<u>Rank</u>	<u>Month Reported</u>	<u>Description</u>
4	September	Remove the penguin sticker from the swing support post

GOEBELT PARK

<u>Rank</u>	<u>Month Reported</u>	<u>Description</u>
4	August	Remove the extra chain at the top of the belt swings
4	August	Trim the bushes along the back of the playground area

SPRINGFIELD PARK

<u>Rank</u>	<u>Month Reported</u>	<u>Description</u>
-------------	-----------------------	--------------------

2	July & September	Check all bolts on the tallest climbing panels – two missing, two loose
2	September	Additional engineered wood fiber needs to be added to the playground
3	July & September	Replace the loose fence post from the exterior of the park
4	September	Clean the graffiti off of the table by the skate park

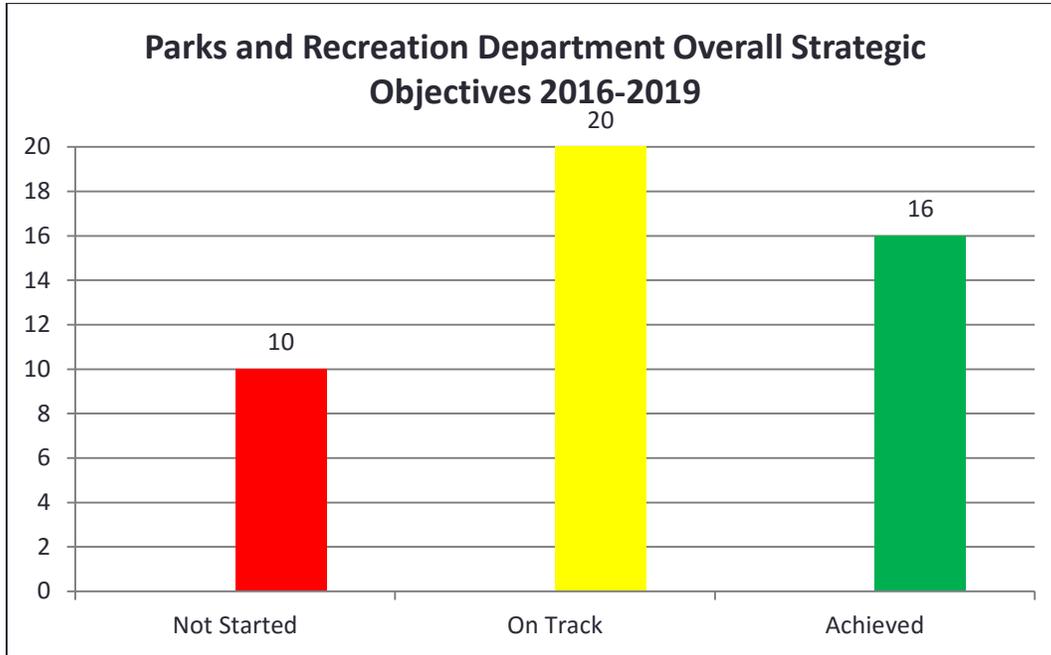
G.G. ROWELL PARK

<u>Rank</u>	<u>Month Reported</u>	<u>Description</u>
1	September	One of the bolts that connects a black triangle seat/step in the climbing structure is missing and needs to be replaced

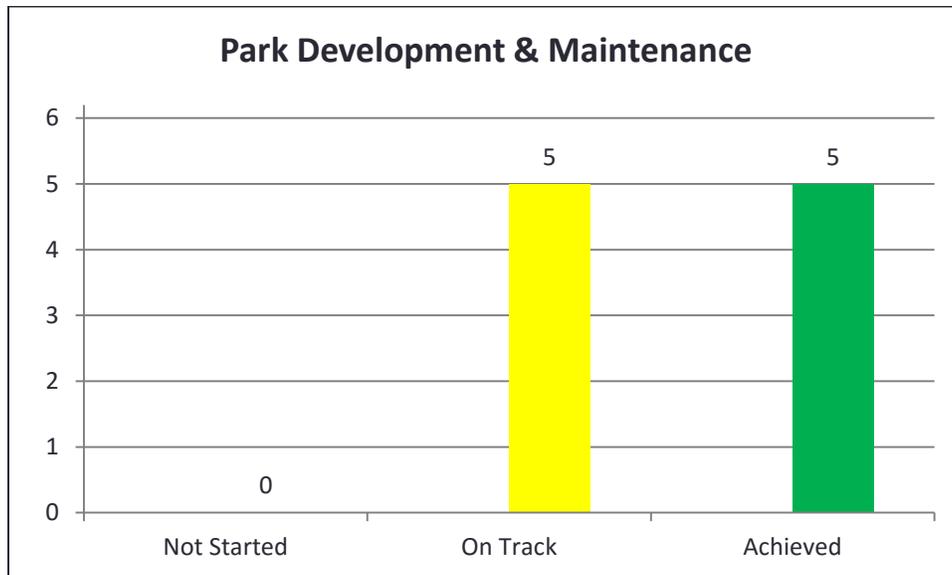
FLOWERS PARK

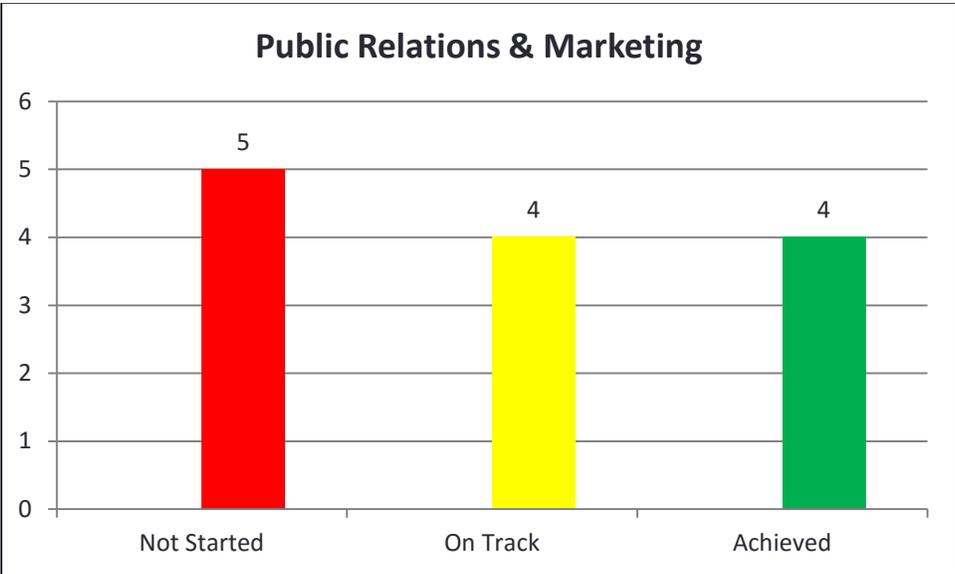
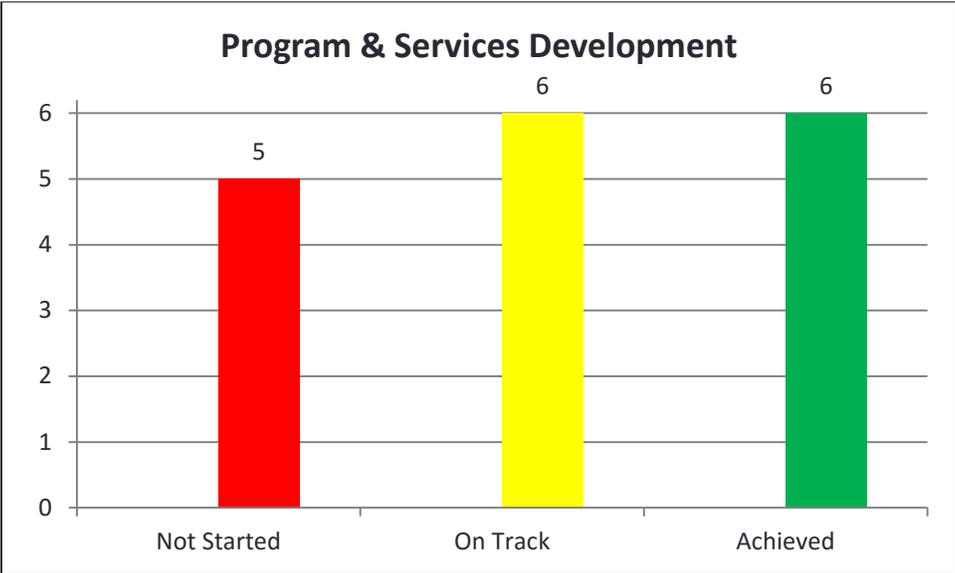
<u>Rank</u>	<u>Month Reported</u>	<u>Description</u>
3	August	The bolt in the upper right corner of the small, stationary play piece at ground-level needs to be tightened
4	August	The two, yellow side panels near the short slide need to be cleaned
4	August	Permanent marker at the entrance to the tall slide needs to be removed

OVERALL STRATEGIC OBJECTIVES



The following charts display the status of strategic objective focus area.





Grants and Partnerships

