SANGAMON COUNTY, ILLINOIS

ORDINANCE NUMBER 22- 08

AN ORDINANCE APPROVING THE PURCHASE OF PLAYGROUND EQUIPMENT FOR CHATHAM PARKS

DAVE KIMSEY, Village President DAN HOLDEN, Village Clerk

KRISTEN CHIARO
ANDREW DETMERS
MEREDITH FERGUSON
JOHN FLETCHER
BRETT GERGER
Village Trustees

ORDINANCE NO. 22-68

AN ORDINANCE APPROVING THE PURCHASE OF PLAYGROUND EQUIPMENT FOR CHATHAM PARKS

WHEREAS, the Village of Chatham ("Village") is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the Village requested bids to purchase new playground equipment for various

Chatham parks as identified on the Request for Proposals attached hereto as Exhibit A; and

WHEREAS, the Village solicited bids in accordance with Illinois law for proposals from companies willing and able to provide the equipment requested; and,

WHEREAS, the Village received lowest responsible bid from All Pro Recreation LLC, at a cost of \$124,592.00, as further described in the bid attached hereto as **Exhibit B**; and,

WHEREAS, the Village intends to accept the lowest responsible bid from All Pro Recreation LLC; and,

WHEREAS, the Board of Trustees of the Village believe it is in the best interest of the Village to accept the bid from All Pro Recreation LLC as attached hereto;

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

- **Section 1.** Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.
- Section 2. Acceptance of Bid. The Village hereby approves the bid from All Pro Recreation LLC, at a cost of \$124,592.00 as further described in the bid attached hereto as Exhibit B. Any and all bids and parts thereof not explicitly approved by this ordinance are hereby rejected. The Village authorizes the Village Manager and/or Village President, or designee of either, to execute any documents necessary to complete the purchases contemplated herein.

Section 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this ordinance.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 30 day of March, 2022.

	AYE	NAY	ABSTAIN	ABSENT
KRISTEN CHIARO	V			
ANDREW DETMERS	V		300000000000000000000000000000000000000	
MEREDITH FERGUSON	V			
JOHN FLETCHER	V			
BRETT GERGER				
DAVE KIMSEY				
TOTAL	4	_		1

APPROVED by the President of the Village of Chatham, Illinois this <u>30</u> day of

March, 2022.

Dave Kimsey, Village President

Attest:

Dan Holden, Village Clerk

EXHIBIT A

REQUEST FOR PROPOSALS

EXHIBIT B ALL PRO RECREATION LLC BID

STANDARD FORM OF PROPOSAL

TO TI	HE OWNER,	VILLAGE OF	CHATHAM		
1.	Proposal of	All Pro Re	crention	LLC	
7	302 Torrin	Stan Way	and Address of	Bidder) I	62711
for	CHATHAM PAR	KS PLAYGROUND	EQUIPMENT P	ROCUREMENT	

- 2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm or corporation.
- 3. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, form of CONTRACT and Contract Bond, and Special Provisions (if any), and that he has familiarized himself with all of the local conditions affecting the CONTRACT and the detailed requirements and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same.
- 4. The undersigned further understands and agrees that if this Proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means to furnish the equipment and materials specified in the CONTRACT in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- 5. The undersigned further agrees that the ENGINEER may, at any time during the progress of the WORK covered by this CONTRACT, order other work or materials. All such work and materials that do not appear in the proposal or CONTRACT as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this CONTRACT, shall be performed as Extra Work, per Section 7-4. Compensation shall be paid in accordance with Section 7-4.
- 6. The undersigned further agrees to execute a CONTRACT for this WORK and present the same to the OWNER within fifteen (15) days after the receipt of Notice of Award of the CONTRACT by him.
- 7. The undersigned further agrees to begin WORK not later than the date specified in the Notice to Proceed, and to prosecute the WORK in such manner and with sufficient materials, equipment, and labor as will insure its completion within the Contract Time specified herein, it being understood and agreed that the completion within the Contract Time is an essential part of the CONTRACT. Undersigned agrees to complete the WORK within the time period stated in the Standard Form of the "Notice to Bidders", unless additional time shall be granted by the ENGINEER in accordance with the provisions of the Specifications. In case of failure to complete the WORK within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER, shall withhold, from such sums as may be due him under the terms of this CONTRACT, the costs set forth in the Specifications, which costs shall be considered and treated not as a penalty but as damages due the OWNER from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision,

maintenance of detours, and other items which have caused an expenditure of funds resulting from the failure of the undersigned to complete the WORK within the CONTRACT Time.

8.	Accompanying this Proposal is a bank draft, bank cashier's check, certified check, or bi	d
bond,	complying with the requirements of the specifications made payable to	

Village of Chatham				
The amount of the _	Bid Bond is 5% of bid amount			

If this proposal is accepted and the undersigned shall fail to execute a CONTRACT and Contract Bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the OWNER, and shall be considered as payment of damages due to delay and other causes suffered by the OWNER because of the failure to execute said CONTRACT and Contract Bond; otherwise said check or draft, or bidder bond substituted in lieu thereof shall be returned to the undersigned.

ATTACH BID BOND, BANK DRAFT, BANK CASHIER'S CHECK OR CERTIFIED CHECK HERE

In the event that one check or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

Bond No.	Bid	
DUNG INU.		

BID BOND

The American Institute of Architects, AIA Document No. A310 (February, 1970 Edition)

as Principal hereinafter called the Principal, and Old Republic Surety Company a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety, are held and firmly bound unto Street, Chatham, IL. 62629 as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount Dollars (\$5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has submitted a bid for Village of Chatham, IL. Chatham Parks Playground Equipment Procurement NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. Signed and sealed this 10th day of March . 2022 All Pro Recreation LLC Principal (Seaf) By: Amathy Company Surety Company Surety Company	KNOW ALL MEN BY THESE PRESENTS, that we 7302 Torrington Way, Springf:	All Pro Recreation LLC, ield, IL. 62711
Dollars (\$5 *), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has submitted a bid for Parks Playground Equipment Procurement NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. Signed and sealed this 10th day of March . 2022 All Pro Recreation LLC Principal (Seal) Name/Title Old Republic Surety Company	a corporation duly organized under the laws of the state of are held and firmly bound unto Village of Chat	f Wisconsin as Surety, hereinafter called the Surety,
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has submitted a bid for	as Obligee, hereinafter called the Obligee, in the sum of _	Five Percent of Bid Amount
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. Signed and sealed this 10th day of March , 2022 All Pro Recreation LLC Principal (Seal) Witness By: Ame Selve Company	said Surety, bind ourselves, our heirs, executors, administ	
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. Signed and sealed this 10th day of March, 2022 All Pro Recreation LLC Principal (Seal) Name/Title Old Republic Surety Company		
All Pro Recreation LLC Witness By: Amer Edy Principal (Seal) Name/Title	with the Obligee in accordance with the terms of such bibidding or Contract Documents with good and sufficient the prompt payment of labor and material furnished in the Principal to enter such Contract and give such bond or bonot to exceed the penalty hereof between the amount spobligee may in good faith contract with another party to	id, and give such bond or bonds as may be specified in the surety for the faithful performance of such Contract and for the prosecution thereof, or in the event of the failure of the onds, if the Principal shall pay to the Obligee the difference pecified in said bid and such larger amount for which the perform the Work covered by said bid, then this obligation
By: / amer Edy / Name/Title Old Republic Surety Company	Signed and sealed this10th	day of <u>March</u> , <u>2022</u>
		By: Principal (Seal) Name/Title
Witness Kim Fenton Michael A. Aiello Attorney-in-Fact		By: Attorpoy in Fact



POWER OF ATTORNEY

Karea J. Haffrer

Assistant Secretary

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

WILLIAM H. SOWLE, JOHN S. HESTER, MICHAEL A. AIELLO, JAMES J. REAVY, JOHN P. ECK, JR., LINDA S. GARNER, DAVID A. WHITE, ANDREA J. PETRILLI, LORI RUPPEL WILLIAMS, LAURIE A. WALDECK, OF SPRINGFIELD, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

				or more attorneys-in-fact or agen such person or persons.	ts pursuant to and within	the limits ofthe auth	nority
certification the	ere of authoriz	ing the executio	n and delivery of an	cer and the seal of the company y bond, undertaking, recognizand d effect as though manually affi	e, or other suretyship ob		
IN WITNESS W	VHEREOF, O	LD REPUBLIC	SURETY COMPAN	NY has caused these presents to b	e signed by its proper off	ficer, and its corpora	te seal to be
ffixed this197	ΓH (day of MAR	CH, 2020.				
				and planter and existing on	OLD REPU	BLIC SURETY CO	MPANY
Karea	Assistant Secre	Sfree etary		SEAL SEAL	Make	lič	
STATE OF WISC	CONSIN, CO	DUNTY OF W	AUKESHA-SS	No. of the state o	Presider	nt	
On this 19T	ГН	_day of _MAR	CH, 2020	_ , personally came before me,	Alan Pavlic		and
Karen J Ha	affner	,1	o me known to be th	ne individuals and officers of the	OLD REPUBLIC SURE	TY COMPANY wh	no executed the above
instrument, and the	ey each ackno	wledged the exe	ecution of the same,	and being by me duly sworn, did	severally depose and say	; that they are the s	aid officers of the
				ent is the seal of the corporation,		al and their signatur	res as such officers
were duly affixed	and subscribe	d to the said inst	rument by the author	rity of the board of directors of s	aid corporation.	0	
				AUBLIO	Kalhry My commission expi	Notary Public res: 9/28/202	SON_
ERTIFICATE				(Expiration	n of notary commission	does not invalidate f	this instrument)
I, the undersigne	d, assistant se	cretary of the O	LD REPUBLIC SUF	RETY COMPANY, a Wisconsin	corporation, CERTIFY th	nat the foregoing and	d attached Power
f Attorney remains i	in full force ar	nd has not been i	evoked; and further	more, that the Resolutions of the	board of directors set for	th in the Power of A	ttorney, are now in
orce.							0000
40-1491	BLE SU	REF	Signed and sealed	at the City of Brookfield, WI th	is day of _	March,	2022

STATE Illinois

COUNTY Sangamon

On March 10, 2022 before me, a Notary Public in and for said County and State, residing therein, duly Commissioned and Sworn personally appeared Michael A. Aiello known to me to be Attorney-in-Fact of Old Republic Surety Company who executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said Corporation, and they duly acknowledged to me that such Corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year stated in this certificate above.

MY COMMISSION EXPIRES:

5-9-26

NOTARY PUBLIC Kim Fonton

OFFICIAL SEAL KIM FENTON

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 05-09-2026

VILLAGE OF CHATHAM, IL CHATHAM PARKS PLAYGROUND EQUIPMENT PROCUREMENT

9. Proposal to supply playground system and materials as specified in this RFP for the following Lump Sum amount. Contractor shall supply a cost for either 3a or 3b.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Playground Playset (ages 5-12)	1	Each	\$	\$
2.	Playset Installation Assistance	1	LS	\$	\$
3	Arch Swingset (5 bays, 10 swings)	1	Each	\$	\$
4	12' aluminum ball field benches	4	Each	\$	\$
5	4-seat seasaw (no springs)	1	Each	\$	\$
6.	Arch Swing Set (2 bay 4 swings, belt seats)	1	Each	\$	\$
7.	Park Benches Metal	10	Each	\$	\$
	Total Base Bid*				\$
Alt 1				\$	\$

(*Total Base Bid not to exceed \$128,000.00)

Total Base Bid Option No. 1 Amount \$ 126,998 (Required) 129-150913-1				
Total Base Bid Option No. 2 Bid Amount \$ 124,592				
(Optional) 129-150974-1				
(in writing)				
Total Base Bid Option No. 3 Bid Amount \$(Optional)				
(in writing)				

10. BIDDERS are required to submit with their Lump Sum Cost Proposal for a singular Base Bid package at a minimum, and three Base Bid packages at a maximum with Alternates listed separately. Additional information can be provided by BIDDERs on separate page(s), but the information in items 10.a. to 10.c. below must be completed.

a.	Drav	wings:	
	1)	Shop Drawings/Catalog Cuts showing all equipment with selected color scheme and style shall be provided. Colors can be chosen and supplier or manufacture representative oversight necessary to meet	when,
b.	Sche minir	edule of supplier or manufacture representative oversight necessary to meet mum 5-year equipment warranty required due to Owner Installation.	ordered
c.	Oper	ration and Maintenance Schedule per equipment type: A Hacked	
	1)	Monthly items:	
	2)	Quarterly items:	
	3)	Yearly items:	
	4)	Regular wear items and life expectancy (months):	
d.	Warr	ranty terms (minimum 5-years): A Hacked	
	1)	Conditions:	
	2)	Exceptions:	
e.	Sche	eduled Date of Equipment Delivery:	

11. Delivery Schedule: Final Shop Drawings shall be submitted to the OWNER within four (4) weeks after the Notice to Proceed is issued. OWNER has anticipated a lead time of twenty four (24) weeks for equipment procurement after the submittals are approved. BIDDER shall certify by signing this Proposal Form that the entire package of Playground Equipment as described herein shall be delivered to the Village of Chatham, at the respective park location as designated within the village corporate limits, by no later than September 29, 2022.

If the BIDDER cannot meet this anticipated schedule, he/she shall note as an exception to their Proposal and state the certified date that the equipment will be delivered by. If BIDDER fails to meet the delivery schedule noted above or as an exception, OWNER reserves the right to enforce a daily penalty of \$100 per calendar day past the scheduled delivery date.

Exceptions to Co	ontract Documents (if any):	
Note: V.	Muse of Chathan to Supply	
installati	in naterials (rement, etc), unterials (rement,	
Annivia	nte (05+ \$1500 -\$25000	
1 ass if	L'as control not necled	
LEIS H M	achine jensey 110, 110	
-		
13. STANDARD FOR	RM OF PROPOSAL	
	(Sc	eal)
(If an Individual)	Signature of Bidder	
(aa)		
	Business Address	2
(If a Partnership)	(S _t	eal)
,	Firm Name	
	Signed By	11000000 8000
	Business Address	
(Insert Names and		
Address of all		
Partners of the		
Firm)		
(If a Corporation)	Corporate Name All Pro Reciention	44
1000 T	Signed By Janes Ediso	-
	(President)	
	Business Address 7302 Turrington Way,	Springtie
	·	0)/

(Corporate Seal)	
(Insert Names of	President Junes Edison
Officers)	Secretary John G- Johnson
/	Treasurer John G- Johnson
Attest: (Secretary	
(If a Joint-Venture)	Corporate Name
	Signed By(President)
	Business Address
	Corporate Name
	Signed By(President)
	Business Address
	Corporate Name
	Signed By(President)
	Business Address
	Corporate Name
	Signed By(President)
	Business Address

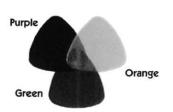
COLORS THAT MOVE

POWDER COAT PAINT





SOLIS HUE TOPPERS



ROCKIT CLIMBERS



Sandstone

PLATFORMS









Blue

Brown

Gray

Recycled **Plastic**

HDPE PLASTIC PANELS





Lime

















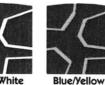






















Tan/Green

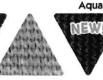






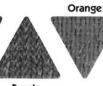
SHADE CANOPIES





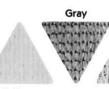














Lime

Sky

Purple

Mahogany

Yellow

Sand

ROTOMOLD PLASTIC



Green







Blue





Red



Orange





Tan



Purple VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

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 shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect[®] 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 (Synergy[™], Intensity[®], Nucleus[®], Voltage[®], Little Buddies[®], ELEVATE[®]).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural
 deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with
 any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a
 two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge 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 moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and 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.

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

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.

01/2022



BURKE BUILT QUALITY

Discover the value of investing in a Burke Playground:

KOREKONNECT® DIRECT-BOLT CLAMP SYSTEM:

Nucleus® features our Industry-leading KoreKonnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnect is covered for 100 years under our non-prorated Generations Warranty®.



Intensity®, ELEVATE® Fitness Course, ACTIVATE® Fitness Circuit and Synergy® feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKONNECT® DECK MOUNTING SYSTEM:

Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

PLATFORMS:

Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

TAMPER-RESISTANT STAINLESS STEEL HARDWARE:

All hardware is covered for 100 years under our Generations Warranty.

PREMIUM POWDER COATINGS:

Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

COMPOUND PLASTICS WITH UV-20:

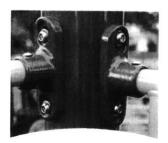
You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

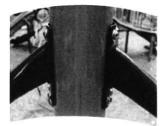
CLIMBING CABLES:

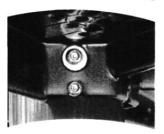
Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

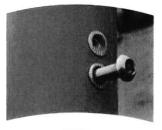
ALUMINUM CONNECTORS:

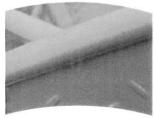
Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.

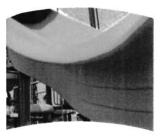
















FREE RESOURCES

NPPS SAFETY KIT

Burke truly gives you the most value for your money. As part of our Total Cost of Ownership Package, we offer value-added resources FREE with every playground structure purchase. The National Program for Playground Safety (NPPS) Playground Supervision Safety Kit helps supervisors and educators be prepared on the playground. Learn more at **bciburke.com/safety**.

CUSTOM MAINTENANCE KIT

To help maintain a safe, functioning playground we include a custom maintenance schedule, touch-up paint, graffiti remover and carrying case FREE with every playground structure purchase.

PLANNING & FUNDING TOOLS

We provide you with FREE tools to plan your playground from fundraising and design to installing a community build playground. At Burke, we understand the dedication and hard work it takes to raise the funds for playground equipment. That's why we created Funds for Fun, a direct donation fundraising program to help your organization raise the funds it needs for your new playground. We've also partnered with The School Funding Center to provide up-to-date grant information along with expert grant writing services. Learn more at **bciburke.com/funding**.





FREE WITH EVERY BURKE PLAY STRUCTURE PURCHASE





FREE FUNDRAISING TOOLS!



FEATURED PLAY EVENTS



3.5" Arch Swing

Swings help children develop coordination and balance while providing an engaging sensory experience.

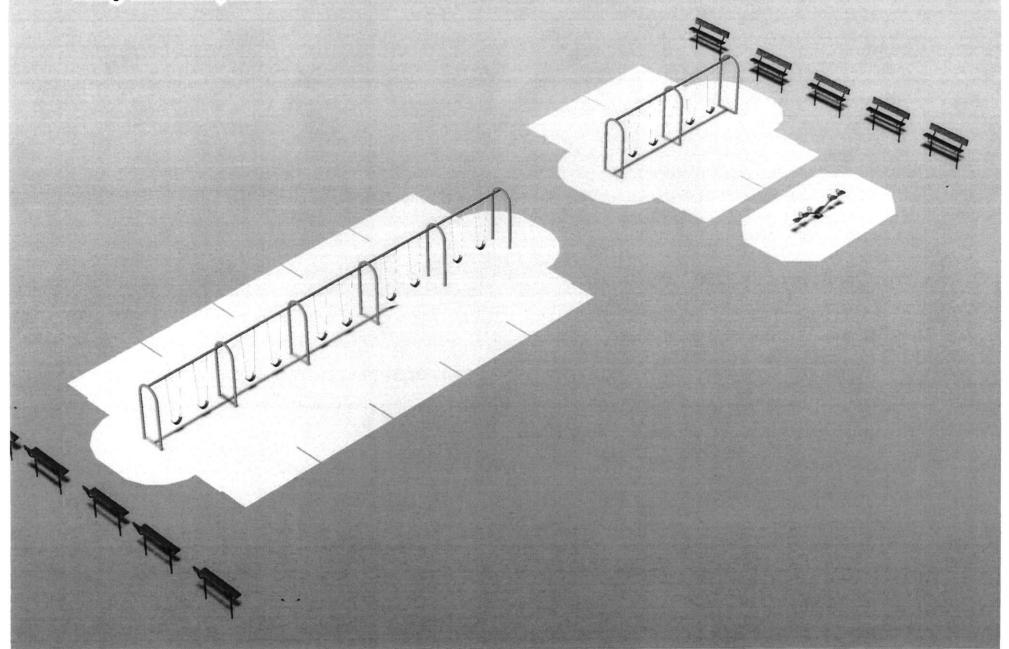


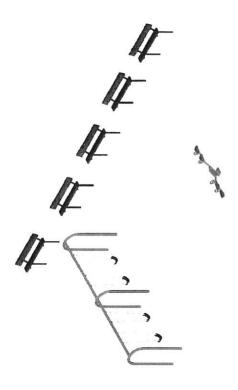
4 Seat Rocker

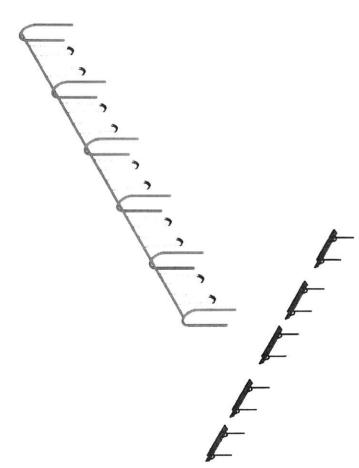
Let's Rock! Burke's line of Rockers feature heavy-duty torsion springs and available in 2 Seat, 4 Seat and Standing versions. Rock your playground with these awesome freestanding basics events!



Chatham Playground Play Illinois, LLC







Burke

March 03, 2022

SERIES: Basics
ISOMETRIC PLAN

DRAWN BY: Landon Berendsen

Chatham Playground Chatham Chatham, IL 62629 Play Illinois, LLC 129-150975-1 INFORMATION
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL

2326 SQ.FT. AREA

PERIMETER 222 FT.

STRUCTURE IS DESIGNED STRUCTURE SIZE 47' 5" x 70' 0"

FOR CHILDREN AGES

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

13 + YEAR OLDS

32)

.g-.Lt





PEM

To verify product certific visit www.ipema.org

The play components identified in this plan are PEMA certified. The use and layout of these components conform to the requirements of ASTIM F1467. To verify product certification, visit www.ipema.org

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

70'-1/2"

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. NUMBER OF ELEVATED PLAY EVENTS:

NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM: NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:

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

RECID: 0

REOD: 8 REOD: 5 REOD: 3

PROVIDED: 6 PROVIDED: 5

NUMBER OF GROUND LEVEL PLAY EVENTS: NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS

March 03, 2022

lay Illinois, LLC 129-150973-1

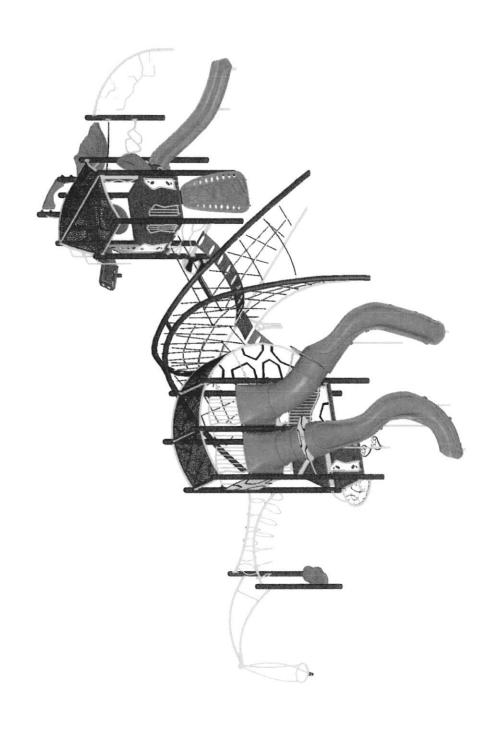
SERIES: Basics, Intensity, Nucleus

SITE PLAN

DRAWN BY: Landon Berendsen

Chatham Playground Chatham

Chatham, IL 62629





March 03, 2022

SITE PLAN SERIES: Basics, Intensity, Nucleus

DRAWN BY: Landon Berendsen

BCI Burke Company, LLC

PO Box 549 Fond du Lac, Wisconsin 54936-0549

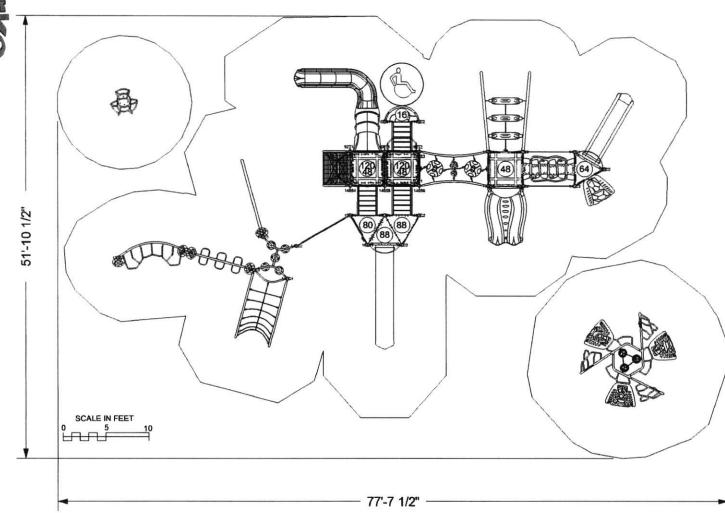
Telephone 920-921-9220

Chatham Playground Chatham, IL 62629 Chatham

Play Illinois, LLC 129-150974-

March 03,

2022



INFORMATION MINIMUM FALL ZONE SURFACED WITH RESILIENT MATERIAL **AREA**

2765 SQ.FT.

PERIMETER

351 FT.

STRUCTURE SIZE

51' 10" x 77' 8"

STRUCTURE IS DESIGNED FOR CHILDREN AGES:

6-23 MONTH OLDS

2-5 YEAR OLDS

5-12 YEAR OLDS

13 + YEAR OLDS







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

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: 24 NUMBER OF ELEVATED PLAY EVENTS:

NUMBER OF GROUND LEVEL PLAY EVENTS:

NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS

NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP: PROVIDED: 0 NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM: PROVIDED: 8 NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:

REO'D: 0

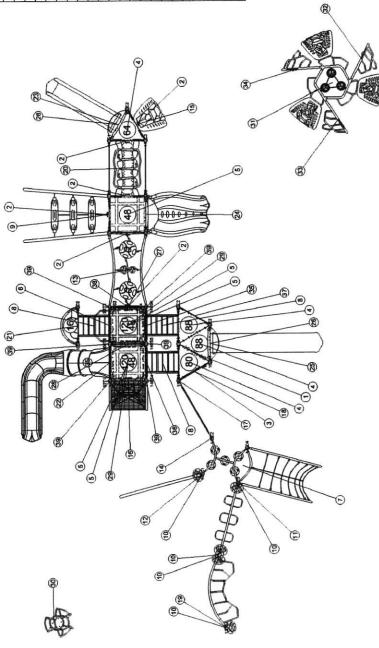
REQ'D: 7

PROVIDED: 10 REO'D: 5 PROVIDED: 5 RECTD: 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.



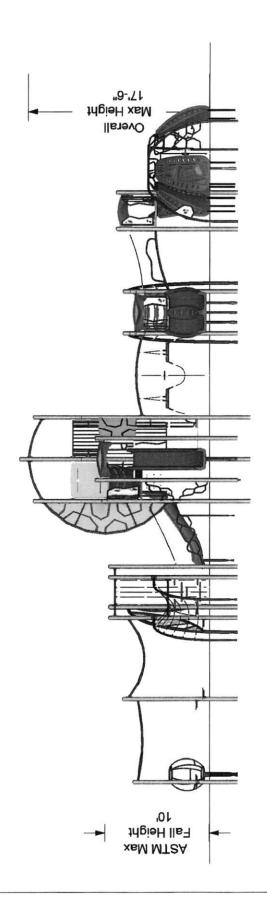


March 03, 2022

SERIES: Basics, Intensity, Nucleus COMPONENT PLAN

DRAWN BY: Landon Berendsen

Chatham Playground Chatham Chatham, IL 62629 Play Illinois, LLC 129-150974-1



Burke

March 03, 2022

SERIES: Basics, Intensity, Nucleus

ELEVATION PLAN

DRAWN BY: Landon Berendsen

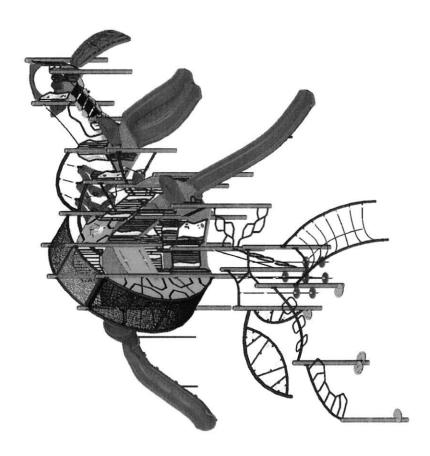
Chatham Playground

Chatham

Chatham, IL 62629

Play Illinois, LLC 129-150974-1









March 03, 2022

SERIES: Basics, Intensity, Nucleus

ISOMETRIC PLAN

DRAWN BY: Landon Berendsen

Chatham Playground Chatham Chatham, IL 62629 Play Illinois, LLC 129-150974-1

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

