



WAUKEGAN PARK DISTRICT

2000 BELVIDERE ST. • WAUKEGAN, IL 60085-6172 • PHONE (847) 360-4711 • TTY (847) 662-3800 • WWW.WAUKEGANPARKS.ORG

June 30, 2017

Dear Prospective Contractor:

The Waukegan Park District is accepting quotes for **2017 FIELD HOUSE LIGHT POLE PAINTING**, in Waukegan, Illinois. Please review the attached Request for Quotes.

Please email quotes via email by **Friday, July 14, 2017 at 12:00 PM.** to kdeboer@waukeganparks.org

We appreciate your quoting on the enclosed item and welcome the opportunity to do business with you.

If you have any questions please contact me at **847-360-4719**, or by email at kdeboer@waukeganparks.org.

Please note the Work of this Project is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Lake County. The successful contractor will also provide a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured.

Sincerely,

Kristy De Boer
Park Planner

KDB/kdb
Enclosures: 1



**2017 Field House Light Pole Painting
800 Baldwin Avenue, Waukegan, IL 60085
Request for Quotes**

Please see Scope of Work and Specifications for project details.

Please note the Work of this Project is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Lake County. The successful contractor will also provide a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured.

In addition the contractor will be required to enter into an agreement substantively similar to the contract agreement in template included as Exhibit A.

Work Item	Price
1. Painting 14 – 30’ Tall Light Poles in Parking Lot	
Total Price	\$

Name of Contractor _____

Company Name _____

Address _____

City/State/Zip _____

Email _____

Phone Number _____ Fax _____

Signature _____ Date _____

Email to: Kristy De Boer kdeboer@waukeganparks.org

Please identify as “2017 Field House Light Pole Painting”

2017 Field House Light Pole Painting
800 Baldwin Avenue, Waukegan, IL 60085
Scope of Work Specifications

1. General: To supply all labor, material, equipment (including lift), insurance, and supervision to prepare and paint the following per paint manufacturer's application specifications.
2. Work to be completed: Paint 14 – 30' tall light poles in the Field House parking lot. Signs on light posts are to be removed and stored by contractor during painting. Contractor shall re-install signs upon completion of painting. The area under caps at the base of the light pole are to be included in the painting work. Stickers on light poles may remain and be painted around.
Note: Contractor is responsible for closing area off around light poles while work is being performed and for ensuring paint does not splatter on patrons cars in parking lot while work is being performed.
3. Preparation and Painting per Application Specifications:
 - a. Remove existing signs from light posts and store during painting.
 - b. Scrape loose peeling paint and sand surfaces with wire brush or similar method to ensure paint adhesion.
 - c. Wipe clean sanded areas with mineral spirits.
 - d. Spot prime with one (1) coat PRO-CRYL or approved equal.
 - e. Full prime with one (1) coat of PRO-CRYL or approved equal.
 - f. Paint two (2) coats, with brush or roller, of Acrolon 100 to match existing color of previous paint. **See attached product sheets.**
 - g. Provide a minimum of 1 kit (1 gallon of Acrolon 100 paint and 1 quart of hardening agent) of finish coat paint for future touch ups.
 - h. Re-install existing signs to their original location.

Existing Light Pole



Paint area under Caps at Base of Lights



Signs to be removed and re-installed by contractor. Existing stickers to be painted around.





**Industrial
&
Marine
Coatings**

**PRO-CRYL®
UNIVERSAL PRIMER**

B66-310 SERIES

PRODUCT INFORMATION

Revised 8/05

PRODUCT DESCRIPTION		RECOMMENDED USES																					
<p>PRO-CRYL UNIVERSAL PRIMER is an advanced technology, self cross-linking acrylic primer. It is rust inhibitive and designed for both construction and maintenance applications. It can be used as a primer under water-based or solvent-based high performance topcoats.</p> <ul style="list-style-type: none"> • Rust inhibitive • Flash rust / early rust resistant • VOC compliant • Single component • Early moisture resistant • Fast dry • Low temperature application 		<p>For use over prepared steel in industrial environments.</p> <ul style="list-style-type: none"> • Interior and exterior • Barrier coating • Shop or field application • As a substitute for solvent based, universal primers • Can be used as a dryfall coating under certain environmental conditions (see Application Bulletin) <p>Can be used in a variety of applications, including:</p> <ul style="list-style-type: none"> • Railings • Machinery • Structural steel • Steel decking • Marine vessels • Suitable for use in USDA inspected facilities <p>Conforms to AWWA D102-03 OCS #3</p> <p>Acceptable for use in high performance architectural applications.</p>																					
PRODUCT CHARACTERISTICS		PERFORMANCE CHARACTERISTICS																					
<p>Finish: Low sheen</p> <p>Color: Off White, Gray, Red Oxide</p> <p>Volume Solids: 39% ± 2%</p> <p>Weight Solids: 53% ± 2%</p> <p>VOC (EPA Method 24): Unreduced: <100g/L; 1.25 lb/gal</p> <p>Recommended Spreading Rate per coat:</p> <p>Wet mils: 5.0 - 10.0</p> <p>Dry mils: 2.0 - 4.0</p> <p>Coverage: 156 - 312 sq ft/gal approximate</p> <p>NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.</p> <p>Drying Schedule @ 6.0 mils wet @ 50% RH:</p> <table border="1"> <thead> <tr> <th></th> <th>@ 40°F</th> <th>@ 77°F</th> <th>@ 120°F</th> </tr> </thead> <tbody> <tr> <td>To touch:</td> <td>2 hours</td> <td>40 minutes</td> <td>20 minutes</td> </tr> <tr> <td>Tack free:</td> <td>8 hours</td> <td>2 hours</td> <td>1 hour</td> </tr> <tr> <td>To recoat:</td> <td>16 hours</td> <td>4 hours</td> <td>2 hours</td> </tr> <tr> <td>To cure:</td> <td>45 days</td> <td>30 days</td> <td>14 days</td> </tr> </tbody> </table> <p>Drying time is temperature, humidity, and film thickness dependent.</p> <p>Shelf Life: 36 months, unopened Store indoors at 40°F to 100°F.</p> <p>Flash Point: >200°F, Seta Flash</p> <p>Reducer/Clean Up: Water</p>			@ 40°F	@ 77°F	@ 120°F	To touch:	2 hours	40 minutes	20 minutes	Tack free:	8 hours	2 hours	1 hour	To recoat:	16 hours	4 hours	2 hours	To cure:	45 days	30 days	14 days	<p>System Tested: (unless otherwise indicated)</p> <p>Substrate: Steel</p> <p>Surface Preparation: SSPC-SP10</p> <p>1 ct. Pro-Cryl Universal Primer @ 3.0 mils dft</p> <p>1 ct. Sher-Cryl High Performance Acrylic @ 3 mils dft</p> <p>Adhesion:</p> <p>Method: ASTM D4541</p> <p>Result: 500 psi</p> <p>Corrosion Weathering:</p> <p>Method: ASTM D5894, 10 cycles, 3360 hours</p> <p>Result: Passes</p> <p>Direct Impact Resistance:</p> <p>Method: ASTM D2794</p> <p>Result: >140 in. lbs.</p> <p>Dry Heat Resistance:</p> <p>Method: ASTM D2485</p> <p>Result: 200°F</p> <p>Flexibility:</p> <p>Method: ASTM D522, 180° bend, 1/4" mandrel</p> <p>Result: Passes</p> <p>Moisture Condensation Resistance:</p> <p>Method: ASTM D4585, 100°F, 1250 hours</p> <p>Result: Passes</p> <p>Pencil Hardness:</p> <p>Method: ASTM D3363</p> <p>Result: H</p> <p>Salt Fog Resistance:</p> <p>Method: ASTM B117, 1250 hours</p> <p>Result: Passes</p> <p>Provides performance comparable to products formulated to federal specification: AA50557 and Paint Specification: SSPC-Paint 23.</p>	
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**Industrial
&
Marine
Coatings**

1.23

PRO-CRYL® UNIVERSAL PRIMER

B66-310 SERIES

PRODUCT INFORMATION

RECOMMENDED SYSTEMS	SURFACE PREPARATION																				
<p>Steel, waterborne topcoat: 1 ct. Pro-Cryl Universal Primer @ 2.0 - 4.0 mils dft 1-2 cts. Sher-Cryl High Performance Acrylic @ 2-4 mils dft/ct or DTM Acrylic Coating @ 2.5 - 4.0 mils dft/ct or Metalatex Semi-Gloss, @ 1.5 - 4.0 mils dft/ct or Centurion WB Urethane @ 2.0 - 3.0 mils dft/ct or Waterbased Tile Clad Epoxy @ 2.5 - 4.0 mils dft/ct or WB Industrial Enamel @ 1.5 - 3.0 mils dft/ct</p> <p>Steel, solvent borne topcoat: 1 ct. Pro-Cryl Universal Primer @ 2.0 - 4.0 mils dft 1-2 cts. Sherthane 2K Urethane @ 2.0 - 4.0 mils dft/ct or Acrolon 218 HS Polyurethane @ 3.0- 6.0 mils dft/ct or Tile-Clad High Solids @ 2.5 - 4.0 mils dft/ct</p> <p>Steel: 1 ct. Zinc-Clad XI @ 3.0 - 4.0 mils dft 1 ct. Pro-Cryl Universal Primer @ 2.0 - 4.0 mils dft 1-2 cts. Sher-Cryl High Performance Acrylic @ 2 - 4 mils dft/ct</p> <p>Steel: 1 ct. Zinc-Clad VI @ 2.0 - 3.0 mils dft 1 ct. Pro-Cryl Universal Primer @ 2.0 - 4.0 mils dft 1-2 cts. Sher-Cryl High Performance Acrylic @ 2-4 mils dft/ct</p> <p>Steel / Aluminum / Galvanized: 1 ct. Pro-Cryl Universal Primer @ 2.0 - 4.0 mils dft</p> <p>Acceptable topcoats for: <u>Light Service:</u> 1-2 cts. Metalatex Semi-Gloss, @ 1.5 - 4.0 mils dft/ct or Industrial Enamel HS @ 2.0 - 4.0 mils dft/ct or Industrial Urethane Alkyd @ 2.0-4.0 mils dft/ct <u>Moderate Service:</u> 1-2 cts. Sher-Cryl High Performance Acrylic @ 2-4 mils dft/ct or DTM Acrylic Coating @ 2.5 - 4.0 mils dft/ct or Steel-Master 9500 @ 2.0 - 3.0 mils dft/ct or Hydrogloss @ 2.0-4.0 mils dft/ct</p> <p><u>Severe Service</u> 1-2 cts. Waterbased Tile Clad Epoxy @ 2.5 - 4.0 mils dft/ct or Centurion WB Urethane @ 2.0 - 3.0 mils dft/ct or Poly-Lon 1900 Polyurethane @ 2.0 - 3.0 mils dft/ct or Hi-Solids Polyurethane @ 3.0 - 4.0 mils dft/ct or Acrolon 218 HS @ 3.0 - 6.0 mils dft/ct</p> <p>The systems listed above are representative of the products use, other systems may be appropriate.</p>	<p>Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.</p> <p>Do not use hydrocarbon solvents for cleaning.</p> <p>Refer to product Application Bulletin for detailed surface preparation information.</p> <p>Minimum recommended surface preparation: Iron & Steel: SSPC-SP2 Aluminum: SSPC-SP1 Galvanizing: SSPC-SP1</p> <tr> <th colspan="2" data-bbox="792 905 1481 947">TINTING</th> </tr> <tr> <td colspan="2" data-bbox="792 947 1481 1024">Do not tint.</td> </tr> <tr> <th colspan="2" data-bbox="792 1024 1481 1066">APPLICATION CONDITIONS</th> </tr> <tr> <td colspan="2" data-bbox="792 1066 1481 1287"> <p>Temperature: 40°F minimum, 120°F maximum (air, surface, and material) At least 5°F above dew point</p> <p>Relative humidity: 85% maximum</p> <p>Refer to product Application Bulletin for detailed application information.</p> </td> </tr> <tr> <th colspan="2" data-bbox="792 1287 1481 1329">ORDERING INFORMATION</th> </tr> <tr> <td colspan="2" data-bbox="792 1329 1481 1423"> <p>Packaging: 1 and 5 gallon containers Weight per gallon: 10.79 ± 0.2 lb</p> </td> </tr> <tr> <th colspan="2" data-bbox="792 1423 1481 1465">SAFETY PRECAUTIONS</th> </tr> <tr> <td colspan="2" data-bbox="792 1465 1481 1738"> <p>Refer to the MSDS sheet before use.</p> <p>Published technical data and instructions are subject to change without notice. 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**Industrial
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1.23A

**PRO-CRYL®
UNIVERSAL PRIMER**

B66-310 SERIES

APPLICATION BULLETIN

Revised 8/05

SURFACE PREPARATION	APPLICATION CONDITIONS
<p>Surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint and other contaminants to ensure adequate adhesion.</p> <p>Do not use hydrocarbon solvents for cleaning.</p> <p>Iron and Steel: Minimum surface preparation is Hand Tool Cleaning per SSPC-SP2. Remove all oil and grease from the surface by Steam Cleaning per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6.</p> <p>Aluminum: Remove all oil, grease, dirt, oxide and other foreign material by Steam Cleaning per SSPC-SP1.</p> <p>Galvanizing The surface should be weathered for 6 months prior to painting. Remove all oil and grease by Steam Cleaning per SSPC-SP1. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2.</p> <p>Previously Painted Surfaces: If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, or if this product attacks the previous finish, removal of the previous coating may be necessary. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.</p>	<p>Temperature: 40°F minimum, 120°F maximum (air, surface, and material) At least 5°F above dew point</p> <p>Relative humidity: 85% maximum</p>
	<p style="text-align: center;">APPLICATION EQUIPMENT</p> <p>The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.</p> <p>Reducer/Clean Up: Water</p> <p>Airless Spray Pressure 2000 psi Hose 1/4" ID Tip015" - .019" Filter 60 mesh Reduction Not recommended</p> <p>Conventional Spray Gun Binks 95 Fluid Nozzle 66 Air Nozzle 63PB Atomization Pressure ... 60 psi Fluid Pressure 25 psi Reduction As needed up to 5% by volume</p> <p>Brush Brush Nylon/Polyester Reduction Not recommended</p> <p>Roller Cover 3/8" woven with phenolic core Reduction As needed up to 5% by volume</p> <p>If specific application equipment is not listed above, equivalent equipment may be substituted.</p>



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APPLICATION BULLETIN

APPLICATION PROCEDURES	PERFORMANCE TIPS																										
<p>Surface preparation must be completed as indicated.</p> <p>Mixing Instructions: Mix paint thoroughly by boxing and stirring before use.</p> <p>Apply paint at the recommended film thickness and spreading rate as indicated below:</p> <p>Recommended Spreading Rate per coat:</p> <table border="0"> <tr> <td>Wet mils:</td> <td>5.0 - 10.0</td> </tr> <tr> <td>Dry mils:</td> <td>2.0 - 4.0</td> </tr> <tr> <td>Coverage:</td> <td>156 - 312 sq ft/gal approximate</td> </tr> </table> <p>NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.</p> <p>Drying Schedule @ 6.0 mils wet @ 50% RH:</p> <table border="0"> <tr> <td></td> <td>@ 40°F</td> <td>@ 77°F</td> <td>@ 120°F</td> </tr> <tr> <td>To touch:</td> <td>2 hours</td> <td>40 minutes</td> <td>20 minutes</td> </tr> <tr> <td>Tack free:</td> <td>8 hours</td> <td>2 hours</td> <td>1 hour</td> </tr> <tr> <td>To recoat:</td> <td>16 hours</td> <td>4 hours</td> <td>2 hours</td> </tr> <tr> <td>To cure:</td> <td>45 days</td> <td>30 days</td> <td>14 days</td> </tr> </table> <p>Drying time is temperature, humidity, and film thickness dependent.</p> <p>Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.</p>	Wet mils:	5.0 - 10.0	Dry mils:	2.0 - 4.0	Coverage:	156 - 312 sq ft/gal approximate		@ 40°F	@ 77°F	@ 120°F	To touch:	2 hours	40 minutes	20 minutes	Tack free:	8 hours	2 hours	1 hour	To recoat:	16 hours	4 hours	2 hours	To cure:	45 days	30 days	14 days	<p>Stripe coat all crevices, welds, and sharp edges to protect against early failure in these areas.</p> <p>When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle</p> <p>Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.</p> <p>Excessive reduction of material can affect film build, appearance, and adhesion.</p> <p>Do not use hydrocarbon solvents for cleaning.</p> <p>Refer to Product Information sheet for additional performance characteristics and properties.</p> <p>Pro-Cryl can be used as a dryfall coating in certain environmental conditions. Test product before each application. Test by spraying 15-25 feet toward paint container. All material should readily wipe clean. Temperature and humidity will affect ability to dryfall. Hot surface will cause overspray to bond to surface. Always clean overspray immediately from hot surfaces.</p>
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CLEAN UP INSTRUCTIONS	SAFETY PRECAUTIONS																										
<p>Clean spills and spatters immediately with soap and warm water. Clean hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with Mineral Spirits to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using Mineral Spirits.</p>	<p>Refer to the MSDS sheet before use.</p> <p>Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.</p>																										
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Protective & Marine Coatings

WATERBASED ACROLON 100 WATERBASED URETHANE

PART A	B65T724	CLEAR BASE	PART A	B65B720	BLACK
PART A	B65W721	EXTRA WHITE BASE	PART A	B65R720	SAFETY RED
PART A	B65WW725	MR, EXTRA WHITE BASE	PART A	B65Y720	SAFETY YELLOW
			PART B	B65V720	HARDENER

Revised: January 8, 2015

PRODUCT INFORMATION

5.31

PRODUCT DESCRIPTION

WATERBASED ACROLON 100 is an advanced technology, <100 g/L VOC, waterbased, acrylic urethane. Provides performance properties comparable to premium quality solvent based urethanes. This is a high gloss, abrasion resistant urethane that has excellent weathering properties.

- Retains its appearance over a wide range of chemical, weather, and mechanical conditions
- Can be applied directly to waterbased and solvent based organic zinc rich primers
- Low odor
- Non-flammable
- <100 g/L VOC, No reportable HAPS
- Clear Tint Base (B65T724) can be used as clear coat
- Resists film attack by mildew (MR Extra White Base only)

PRODUCT CHARACTERISTICS

Finish:	High Gloss
Color:	Wide variety of colors available, Clear Coat (B65T724)
Volume Solids:	48.5% ± 2%, catalyzed, unreduced May vary by color
Weight Solids:	59% ± 2%, catalyzed, unreduced May vary by color
VOC (EPA Method 24):	Unreduced: <100 g/L; 0.83 lb/gal Reduced: <100 g/L, 0.83 lb/gal
Mix Ratio:	4:1 by volume

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	4.0 (100)	8.0 (200)
Dry mils (microns)	2.0 (50)	4.0 (100)
~Coverage sq ft/gal (m²/L)	195 (4.8)	390 (9.5)
Theoretical coverage sq ft/gal (m²/L) @ 1 mil / 25 microns dft	776 (19.0)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 5.0 mils wet (125 microns):

@ 55°F/13°C @ 77°F/25°C @ 120°F/49°C
50% RH

To touch:	3 hours	1.5 hours	45 minutes
To handle:	12 hours	6 hours	2 hours
To recoat:			
minimum:	16 hours	8 hours	2-4 hours
maximum:	3 months	3 months	3 months
To cure:	14 days	10 days	2 days
Pot Life:	2.5 hours	2 hours	45 minutes
Sweat-in-Time:	None		

If maximum recoat time is exceeded, abrade surface before recoating. Drying time is temperature, humidity, and film thickness dependent.

Shelf Life:	24 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C).
Flash Point:	>230°F (110°C) Seta, catalyzed
Reducer:	Water, 5-15% minimum reduction required for brush and roll
Clean Up:	Water

RECOMMENDED USES

- For use over prepared substrates in industrial and marine environments, such as:
 - Offshore platforms
 - Structural steel
 - Paper mills
 - Bridges
 - Refineries
 - Marine applications
 - Exterior surfaces of steel tanks
 - Rail cars and locomotives
 - Power plants
 - Conveyors
 - Nuclear power facilities
 - Floors
- Chemical processing equipment
- Industrial machinery and equipment
- Suitable for use in USDA inspected facilities
- Acceptable for use in Canadian Food Processing facilities, categories: D2, D3, E8 (Confirm acceptance of specific part numbers/rexes with your SW Sales Representative)
- Acceptable for use in high performance architectural applications
- A component of INFINITANK
- Resists film attack by mildew (MR Extra White Base only)

PERFORMANCE CHARACTERISTICS

Substrate*: Steel

Surface Preparation*: SSPC-SP10/NACE 2

System Tested*:

1 ct. Waterbased Tile-Clad Primer @ 4.0 mils (100 microns) dft

1 ct. Waterbased Acrolon 100 @ 3.0 mils (75 microns) dft

*unless otherwise noted below

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	25 mg loss
Accelerated Weathering - QUV	ASTM D4587, QUV-A, 2000 hours	Passes
Adhesion	ASTM D4541	1,080 psi
Corrosion Weathering	ASTM D5894, 10 cycles, 3360 hours	Rating 10 per ASTM D610 for rusting, no more than 1/8" rust creepage at scribe
Direct Impact Resistance	ASTM D2794	>160 in lb
Dry Heat Resistance	ASTM D2485	200°F (93°C) constant, 250°F (121°C) intermittent
Flexibility	ASTM D522, 180° bend, 1/8" mandrel	Passes
Pencil Hardness	ASTM D3363	3H
Salt Fog Resistance (Zinc Clad IV, 2 coats of Waterbased Acrolon 100)	ASTM B117, 4,000 hours	Rating 9 per ASTM D610 for rusting
Scrub Resistance	ASTM D2486	5000+ cycles, with no visible wear
Thermal Shock	ASTM D2246, 10 cycles	Passes

Meets the requirements of SSPC Paint No. 36, Level 3 for white and light colors. Dark colors may require a clear coat.

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Protective & Marine Coatings

WATERBASED ACROLON 100 WATERBASED URETHANE

PART A B65T724	CLEAR BASE	PART A B65B720	BLACK
PART A B65W721	EXTRA WHITE BASE	PART A B65R720	SAFETY RED
PART A B65WW725	MR, EXTRA WHITE BASE	PART A B65Y720	SAFETY YELLOW
		PART B B65V720	HARDENER

Revised: January 8, 2015

PRODUCT INFORMATION

5.31

RECOMMENDED SYSTEMS

	Dry Film Thickness / Mils	(Microns)
Steel:		
1 ct. Procryl Universal Primer	2.0-4.0	(50-100)
1-2 cts. Waterbased Acrolon100	2.0-4.0	(50-100)
Steel:		
1 ct. Zinc Clad III HS-100	3.0-5.0	(75-125)
1 ct. Macropoxy 646-100	4.0-6.0	(100-150)
1-2 cts. Waterbased Acrolon100	2.0-4.0	(50-100)
Steel:		
1 ct. Zinc-Clad IV Primer	3.0-4.0	(75-100)
1-2 cts. Waterbased Acrolon100	2.0-4.0	(50-100)
Steel:		
1 ct. Epolon II Rust-Inhibiting Primer	2.0-4.0	(50-100)
1-2 cts. Waterbased Acrolon100	2.0-4.0	(50-100)
Galvanizing:		
1 ct. DTM Wash Primer	0.7-1.3	(18-32)
1-2 cts. Waterbased Acrolon100	2.0-4.0	(50-100)
Aluminum:		
1 ct. DTM Wash Primer	0.7-1.3	(18-32)
1-2 cts. Waterbased Acrolon100	2.0-4.0	(50-100)
Pre-Finished Siding (Fluorocarbon, Silicone Polyester, and Polyester Polymers):		
1 ct. Bond-Plex WB Acrylic	2.0-4.0	(50-100)
1-2 cts. Waterbased Acrolon100	2.0-4.0	(50-100)
Concrete/Masonry (High Performance):		
1 ct. Kem Cati-Coat HS Epoxy Filler/Sealer	10.0-20.0	(250-500)
1-2 cts. Waterbased Acrolon100	2.0-4.0	(50-100)
Concrete/Masonry:		
1 ct. Heavy Duty Block Filler	10.0-18.0	(250-450)
1-2 cts. Waterbased Acrolon100	2.0-4.0	(50-100)

The systems listed above are representative of the product's use, other systems may be appropriate.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

- * Iron & Steel: SSPC-SP6/NACE 3
- * Aluminum: SSPC-SP1
- * Galvanizing: SSPC-SP1
- * Concrete & Masonry: SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP1-3

* Requires primer

Do not use hydrocarbon solvents for cleaning

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	7
Brush-Off Blast	Sa 1	Sa 1	SP 2	4
Hand Tool Cleaning	St 2	St 2	SP 2	1
Pitted & Rusted	St 3	St 3	SP 3	1
Rusted	St 3	St 3	SP 3	1
Pitted & Rusted	St 3	St 3	SP 3	1

TINTING

Tint Part A with CCE or EnviroToner Colorants. Use the 100% tint strength formula pages. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.

APPLICATION CONDITIONS

Temperature:	55°F (13°C) minimum, 120°F (49°C) maximum (air, surface, and material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging:	
Part A:	1 gallon (3.78L), 4 gallon (15.1L) in a 5 gallon (18.9L) pail
Part B:	1 quart (0.94L), 1 gallon (3.78L) (premeasured components)
Weight:	10.3 ± 0.2 lb/gal ; 1.24 Kg/L, catalyzed

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



**Protective
&
Marine
Coatings**

**WATERBASED ACROLON 100
WATERBASED URETHANE**

PART A	B65T724	CLEAR BASE	PART A	B65B720	BLACK
PART A	B65W721	EXTRA WHITE BASE	PART A	B65R720	SAFETY RED
PART A	B65WW725	MR, EXTRA WHITE BASE	PART A	B65Y720	SAFETY YELLOW
			PART B	B65V720	HARDENER

Revised: January 8, 2015

APPLICATION BULLETIN

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SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Do not use hydrocarbon solvents for cleaning

Iron & Steel

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Commercial Blast Cleaning per SSPC-SP6/NACE 3. For better performance, use Near White Blast Cleaning per SSPC-SP10/NACE 2. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils / 50 microns). Prime any bare steel the same day as it is cleaned or before flash rusting occurs.

Aluminum

Remove all oil, grease, dirt, oxide and other foreign material by Solvent Cleaning per SSPC-SP1. Primer required

Galvanized Steel

Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP7 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned. Primer required.

Concrete and Masonry

For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910. Primer required.

Pre-Finished Siding:

(Fluorocarbon, Silicone Polyester, and Polyester Polymers)
Remove oil, grease, dirt, oxides, and other contaminants from the surface by cleaning per SSPC-SP1 or water blasting per NACE Standard RP-01-72 (caution: excessive blasting pressure may cause warping, use caution). Always check for compatibility of the previously painted surface with the new coating by applying a test patch of 2 - 3 square feet. Allow to dry thoroughly for 1 week before checking adhesion.

APPLICATION CONDITIONS

Temperature:	55°F (13°C) minimum, 120°F (49°C) maximum (air, surface, and material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer Water, 5-15% minimum reduction required for brush and roll

Clean Up Water

Airless Spray

Unit.....	30:1 Pump
Pressure.....	2700-3000 psi
Hose.....	1/4" ID
Tip.....	0.13" - .015"
Filter.....	60 mesh
Reduction.....	As needed, up to 15% by volume

Conventional Spray

Gun.....	DeVilbiss JGA
Fluid Tip.....	E
Air Nozzle.....	765
Atomization Pressure.....	45-55 psi
Fluid Pressure.....	10-20 psi
Reduction.....	As needed, up to 15% by volume

Brush

Brush.....	Nylon/Polyester
Reduction.....	As needed, up to 15% by volume

Roller

Cover.....	3/8" woven with solvent resistant core
Reduction.....	As needed, up to 15% by volume

If specific application equipment is not listed above, equivalent equipment may be substituted.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	C St 2	SP 2	-
Pitted & Rusted	D St 2	D St 2	SP 2	-
Rusted	C St 3	C St 3	SP 3	-
Power Tool Cleaning	Pitted & Rusted	D St 3	D St 3	SP 3



**Protective
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**WATERBASED ACROLON 100
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			PART B	B65V720	HARDENER

Revised: January 8, 2015

APPLICATION BULLETIN

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APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mix Components thoroughly with low speed agitation before use. Make certain no pigment remains on the bottom of the can. Then combine 4 parts by volume of Part A with 1 part by volume of Part B. Mix thoroughly with low speed agitation. Reduce 5% - 15% by volume with water for brush and roll application.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	4.0 (100)	8.0 (200)
Dry mils (microns)	2.0 (50)	4.0 (100)
~Coverage sq ft/gal (m ² /L)	195 (4.8)	390 (9.5)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	776 (19.0)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 5.0 mils wet (125 microns):

	@ 55°F/13°C	@ 77°F/25°C 50% RH	@ 120°F/49°C
To touch:	3 hours	1.5 hours	45 minutes
To handle:	12 hours	6 hours	2 hours
To recoat:			
minimum:	16 hours	8 hours	2-4 hours
maximum:	3 months	3 months	3 months
To cure:	14 days	10 days	2 days
Pot Life:	2.5 hours	2 hours	45 minutes
Sweat-in-Time:		None	

If maximum recoat time is exceeded, abrade surface before recoating. Drying time is temperature, humidity, and film thickness dependent.

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with water. Clean tools immediately after use with water. Follow manufacturer's safety recommendations when using any solvent.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

PERFORMANCE TIPS

Stripe coat crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

Reduction over 15% of material can affect film build, appearance, and adhesion.

Do not mix previously catalyzed material with new.

Do not apply the material beyond recommended pot life.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with water.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Request For Quotes Page14 of 23

AGREEMENT FOR 2017 FIELD HOUSE LIGHT POLE PAINTING

This Agreement for the 2017 **Field House Light Pole Painting** (the "Agreement") is made this ____ day of _____, 2017, by and between the Waukegan Park District, an Illinois park district ("Park District") and _____, an Illinois corporation ("Contractor"). Park District and Contractor are hereinafter sometimes collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work at **Field House, 800 Baldwin Avenue**, Waukegan, Illinois 60085 ("Project Site"): 2017 **Field House Light Pole Painting**, and all other and incidental and collateral work necessary to properly complete the project (the "Work"), as indicated in Contractor's Proposal, dated **Insert Date**, attached to and incorporated as part of this Agreement as **Exhibit B** ("Contractor's Proposal").

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor; the **Bid Documents/Specifications: 2017 Field House Pole Painting and Date**, attached to and incorporated as part of this Agreement as **Exhibit A**; Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit B**; Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit C**; Insurance and Indemnification Requirements and Contractors Certificate(s) of Insurance, attached to and incorporated as part of this Agreement as **Exhibit D**; Prevailing Wage Supersedes Notice, attached to and incorporated as part of this Agreement as **Exhibit E**; and any modifications issued after the execution of this Agreement.

3. Commencement of Work and Final Completion

Contractor shall commence the Work immediately upon receipt of a Notice to Proceed issued by the Park District for the Work. Contractor shall achieve Substantial Completion of the Work on or before **August 25, 2017**. Contractor shall achieve Final Completion of the Work on or before **September 1, 2017**.

4. Performance and Supervision of Work

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project Site. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

5. Performance and Payment Bonds

~~Prior to beginning Work, Contractor shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "A VII" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. Contractor and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq. and any further amendments thereto. Contractor shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in the Contract Documents. The Performance Bond and Labor and Materials/Payment Bond will become a part of the Contract Documents.~~

6. Contract Sum

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement as follows: Lump Sum of **Insert amount** Dollars and **Insert amount** Cents (\$**Insert amount**).

The foregoing Lump Sum payment includes the following alternates, if any: N/A

7. Payment

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of:

- a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice;
- Contractor's and all subcontractor's waivers of liens to date for all labor and materials used in the Work; and
- Contractor's affidavit, containing such information to comply with the Illinois Mechanics Lien Act (770 ILS 60/0.01 et seq.) and showing in detail the sources of all labor and materials used on the Work, including names and addresses of subcontractors and materials suppliers, amounts paid to each, together with all other documents as shall be necessary, in the sole judgment of the Park

District, to waive all claims of liens to date and comply with all applicable state and local laws. All waivers of lien shall include a representation by the Contractor that all labor has been paid in accordance with Illinois prevailing wage laws and all materials have been taken from fully paid stock and transported to the job site in the Contractor's own vehicles or supporting waivers of lien from material suppliers and transporters are attached.

Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

8. Cleaning Up

Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials. Contractor shall clean up and keep all streets, sidewalks and other public ways used for access to the Project Site free from accumulation of spillage of fill or soils or other materials caused by operations under the Contract Documents. Contractor shall strictly comply with all laws and regulations pertaining to same and shall be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

9. Warranty; Correction of Work

Contractor warrants to the Park District that: (1) materials and equipment furnished under the Contract Documents will be new and of good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Park District and delivered to the Park District upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in this Agreement or elsewhere in the Contract Documents, all warranties shall become effective on the date of Final Completion of the entire Work, and shall run for a twelve (12) month period, unless a longer period is provided for by law. Where warranties overlap, the more stringent requirement shall govern.

Contractor shall correct any portion of the Work deficiently or defectively performed, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one year after delivery and acceptance of the Work by the Park District, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by the Contractor or subcontractors contrary to the Park District's request or to requirements specifically expressed in the Contract Documents and was therefore not visible for inspection by the Park District at the time the Work was performed.

10. Safety of Persons and Property

- A. Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- i. employees engaged in the Work and other persons who may be affected thereby;
 - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
 - iii. other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.
- F. Contractor shall designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents and general workplace safety. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Park District.

11. Termination

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.
- B. Park District may terminate the Agreement, in whole or in part, for cause as follows:
- (i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure.
- (ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit or creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the Agreement shall automatically terminate.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

12. Insurance

Contractor will procure and maintain the insurance coverages provided in **Exhibit D**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

13. Indemnification

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit D**.

14. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in the Contractor's Compliance and Certifications Attachment. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

15. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Lake County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

16. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

17. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

18. No Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

19. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

20. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

21. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addressees:

If to Park District:

Waukegan Park District
2211 Ernie Krueger Circle
Waukegan, IL 60087
(Fax) 847-244-7345
Attention: Kristy De Boer

If to Contractor:

(Fax) _____
Attention: _____

22. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

23. Headings

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

24. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

25. No Waiver of Tort Immunity Defenses

Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WAUKEGAN PARK DISTRICT

By: _____
Scott MacLean

Its: Superintendent of Parks

By: _____

Its: _____

661949

SAMPLE