



# WAUKEGAN PARK DISTRICT

1324 GOLF ROAD • WAUKEGAN, IL 60087-4831 • PHONE (847) BIG-PARK • PHONE (847) 244-7275 • WWW.WAUKEGANPARKS.ORG

September 18, 2018

Dear Prospective Contractor:

The Waukegan Park District is accepting quotes for:

## **2018 ARMORY PARK PLAYGROUND INSTALLATION**

Quotes are due on Monday, **October 1, 2018 at 1:00 PM**. Via email to [kdeboer@waukeganparks.org](mailto:kdeboer@waukeganparks.org) or delivered to Parks Maintenance Facility, 2211 Ernie Kruger Circle, Waukegan, IL 60087. The quotes should be clearly labeled "**Armory Park Playground Installation**". Armory Park is located at 1335 Lorraine Place, Waukegan, IL 60085.

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](mailto: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,

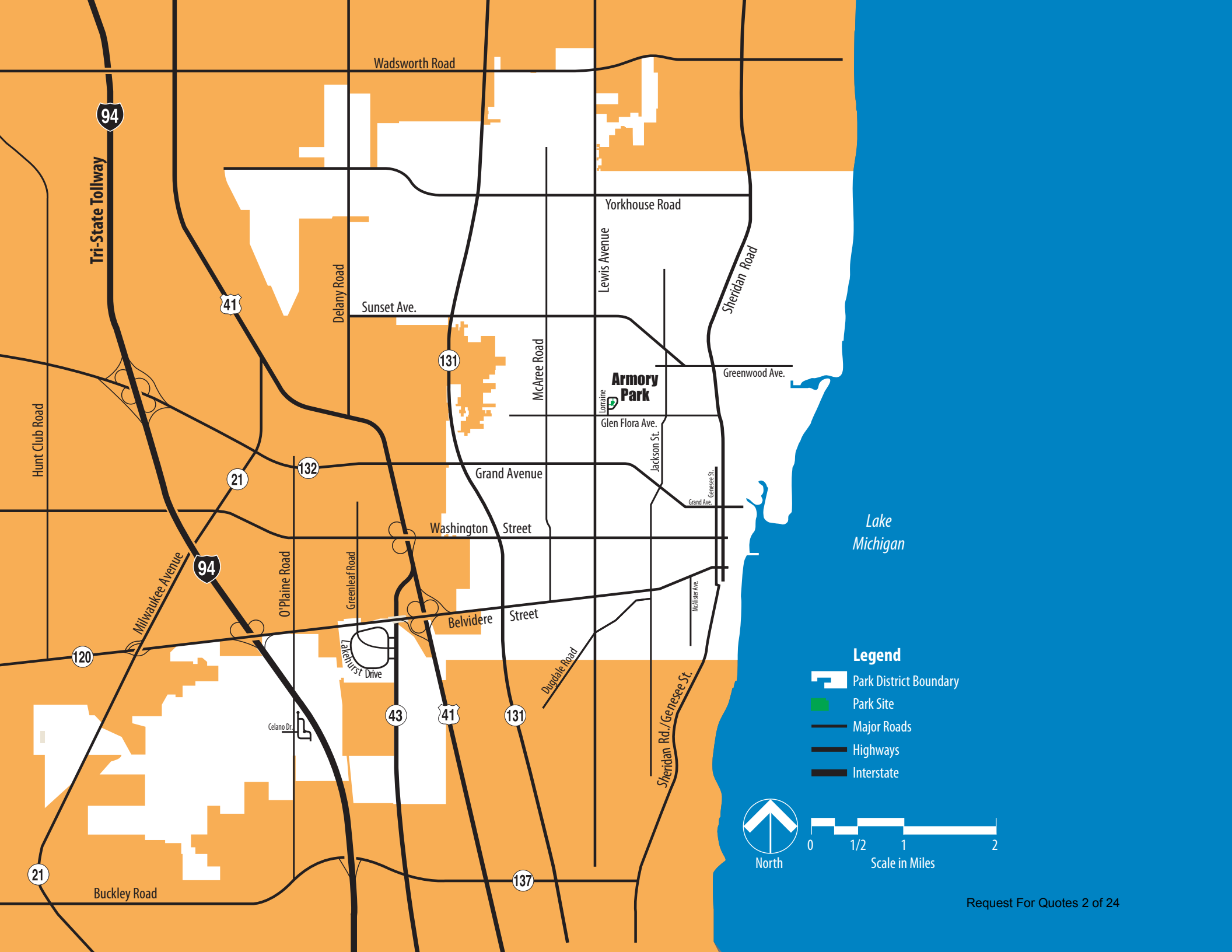
*Kristy De Boer*

Kristy De Boer

Park Planner

KDB/kdb

Enclosures: 1



Wadsworth Road

94

Tri-State Tollway

41

Delany Road

Sunset Ave.

131

McAree Road

Lewis Avenue

Yorkhouse Road

Sheridan Road

Greenwood Ave.

Armory Park

Glen Flora Ave.

Jackson St.

Genesee St.

21

132

Grand Avenue

Lake Michigan

Hunt Club Road

Milwaukee Avenue

94

O'Plaine Road

Greenleaf Road

Washington Street

Belvidere Street

120

Franklin Drive

Dugdale Road

Sheridan Rd./Genesee St.

43

41

131

Celano Dr.

21

Buckley Road

137

**REQUEST FOR QUOTES**

**WAUKEGAN PARK DISTRICT**

**ARMORY PARK PLAYGROUND INSTALLATION**

**1335 LORRAINE PLACE, WAUKEGAN, IL**

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the drawings. Company submitting pricing acknowledges that quantities are not guaranteed and final payment will be based on actual quantities, unless indicated as Lump Sum. The Owner reserves the right to increase, decrease or delete any line item within this request for quote throughout the duration of the work.

**PLAYGROUND INSTALLATION REQUEST**

<b>#</b>	<b>DESCRIPTION</b>	<b>QTY.</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>LINE TOTAL</b>
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**ARMORY PARK**

1.	Playground Installation (To be installed per manufacturer's instructions).	1	LS	<u>\$LUMP SUM</u>	<u>\$</u>
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**ALTERNATE PRICE**

2.	Mulch 4565 SF	170	CY	<u>\$</u>	<u>\$</u>
3.	6' x 6' Concrete ADA Ramp	1	EA	<u>\$</u>	<u>\$</u>

**TOTAL(1-3):** \$

\*Equipment will be purchased by the Waukegan Park District. Contractor shall plan to pick up equipment for install as needed from our Parks Maintenance Facility at 2211 Ernie Krueger Circle, Waukegan, IL.

Communications concerning this Price Request shall be addressed to:

Company: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Signature of Authorized Representative: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_

5-12 YEAR OLDS  
STRUCTURE

MULTI-POND  
(BY MIRACLE)



PIROUETTE SPINNER  
(BY MIRACLE)



2-5 YEAR OLDS  
STRUCTURE

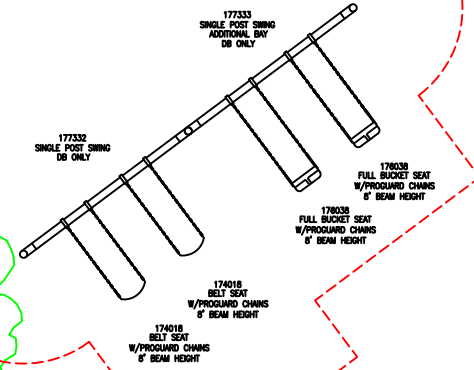
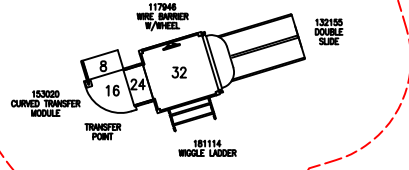
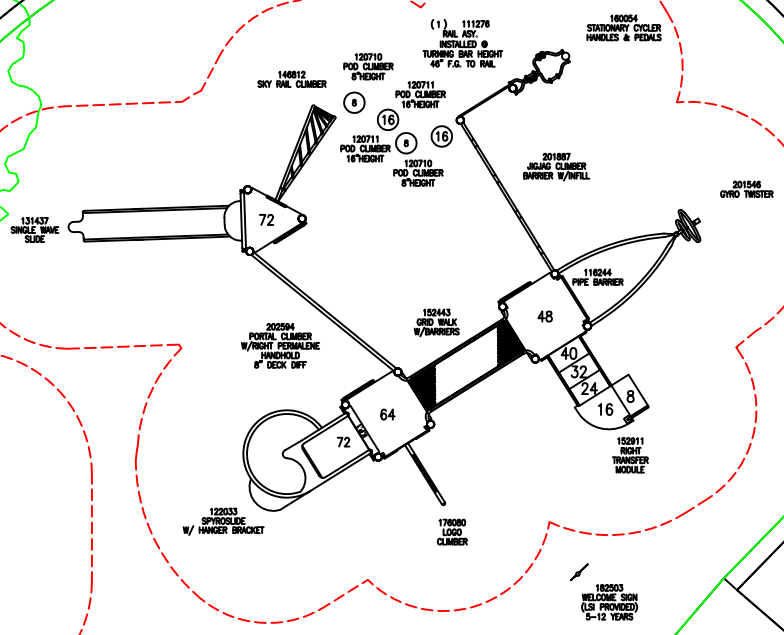
PlayShaper®  
(2-5 years) (2)

PlayBooster®  
(5-12 years)



ARMORY PARK  
WAUKEGAN, IL  
CODE: WUK1BARM2 - OPTION 2  
PlayBooster System  
7/21/2018 DRAWN BY: DS  
STRUCTURE DIMENSIONS:  
ACTUAL SIZE:  
AREA REQUIRED:

REVISED 8/13/2018  
REVISED 8/14/2018





**ARMORY PARK**  
WAUKEGAN, IL  
CODE: WUK18ARM2 - OPTION 2  
PlayBooster System  
7/21/2018 DRAWN BY: DS  
STRUCTURE DIMENSIONS:  
ACTUAL SIZE:  
AREA REQUIRED:





**PROPOSAL**

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

*Please verify the Bill To and Ship To address information when ordering.*

September 14, 2018

Page 1 of 2

**Bill To:**  
 Waukegan Park District  
 2211 Ernie Krueger Circle  
 Waukegan, IL 60087

**Ship To:**  
 SAME

**PROJECT NAME: Armory Park**  
**CALL 24 HOURS PRIOR TO DELIVERY:** Tim @ 847-561-1379 or 847-360-4755  
**CUSTOMER PURCHASE ORDER #:**

<u>QTY.</u>	<u>NO.</u>	<u>DESCRIPTION</u>	
<b>5-12 Year Olds Play Equipment</b>			
1	152443A	Grid Walk w/Barriers	
1	146812A	Sky Rail Climber 72"Dk DB	
1	201887A	JigJag Climber w/Permalene Handhold (Right) 48"Dk	
1	176080A	Logo Climber 64"Dk DB	
1	202594A	Portal Climber w/Permalene Handhold (Right) 8" Deck Diff attached to 72"Dk DB Only	
1	152911C	Curved Transfer Module Right 48"Dk DB	
1	121948A	Kick Plate 8"Rise	
2	111228A	Square Tenderdeck	\$
1	111231A	Triangular Tenderdeck	
1	116244A	Pipe Barrier Above Deck	
1	201546A	Gyro Twister DB	
1	111276A	Rail Assembly	
1	160054C	Stationary Cycler Pedals & Handles	
2	111404F	108"Alum Post DB	
2	111404D	124"Alum Post DB	
1	111404O	132"Steel Post DB 42" BURY	
1	111404B	140"Alum Post DB	
1	111404N	140"Steel Post DB 42" BURY	
2	111404A	148"Alum Post DB	
2	111404M	148"Steel Post DB	
2	111404Z	182"Steel Post DB (44" Bury)	
1	111404I	84"Alum Post DB	
1	131437A	Single Wave Slide 72"Dk DB	
1	122033B	SpyroSlide 72"w/Hanger Bracket DB	
2	120711A	Pod Climber 16" DB	
2	120710A	Pod Climber 8" DB	\$
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years DB	
			Subtotal
<b>2-5 Year Olds Play Equipment</b>			
1	181114A	Wiggle Ladder 32"Dk DB	
1	153020A	Curved Transfer Module 32"Dk Left DB	
1	111237A	Square Tenderdeck	
1	117946B	Wire Barrier w/Wheel	
4	111397D	98"Post DB	\$
1	132155A	Double Slide 32"Dk DB	
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	
			Subtotal

**4-Place Single Post Swingset  
2 Belt Seats and 2 Full Bucket Seats**

2	174018A	Belt Seat Proguard Chains 8' Beam
2	176038A	Full Bucket Seat Proguard Chains 8' Beam
1	177332A	Single Post Swing Frame 8' Beam
1	177333A	Single Post Swing Frame Addtl Bay 8' Beam

Subtotal

Equipment Total  
Less Special Discount  
Shipping Cost  
Total

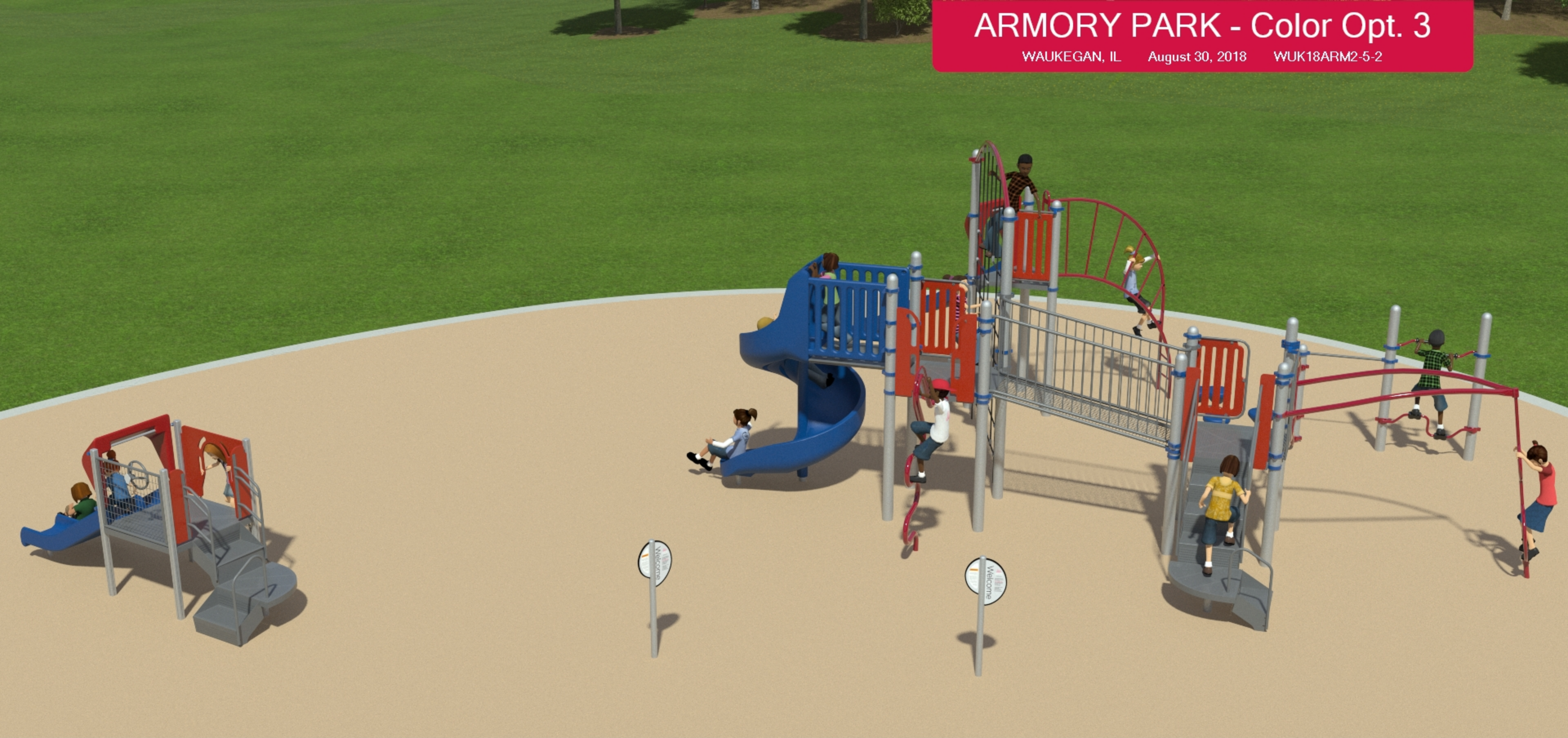


# ARMORY PARK - Color Opt. 3

WAUKEGAN, IL

August 30, 2018

WUK18ARM2-5-2



*landscape structures*<sup>®</sup>



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[shapedbyplay.com](http://shapedbyplay.com)



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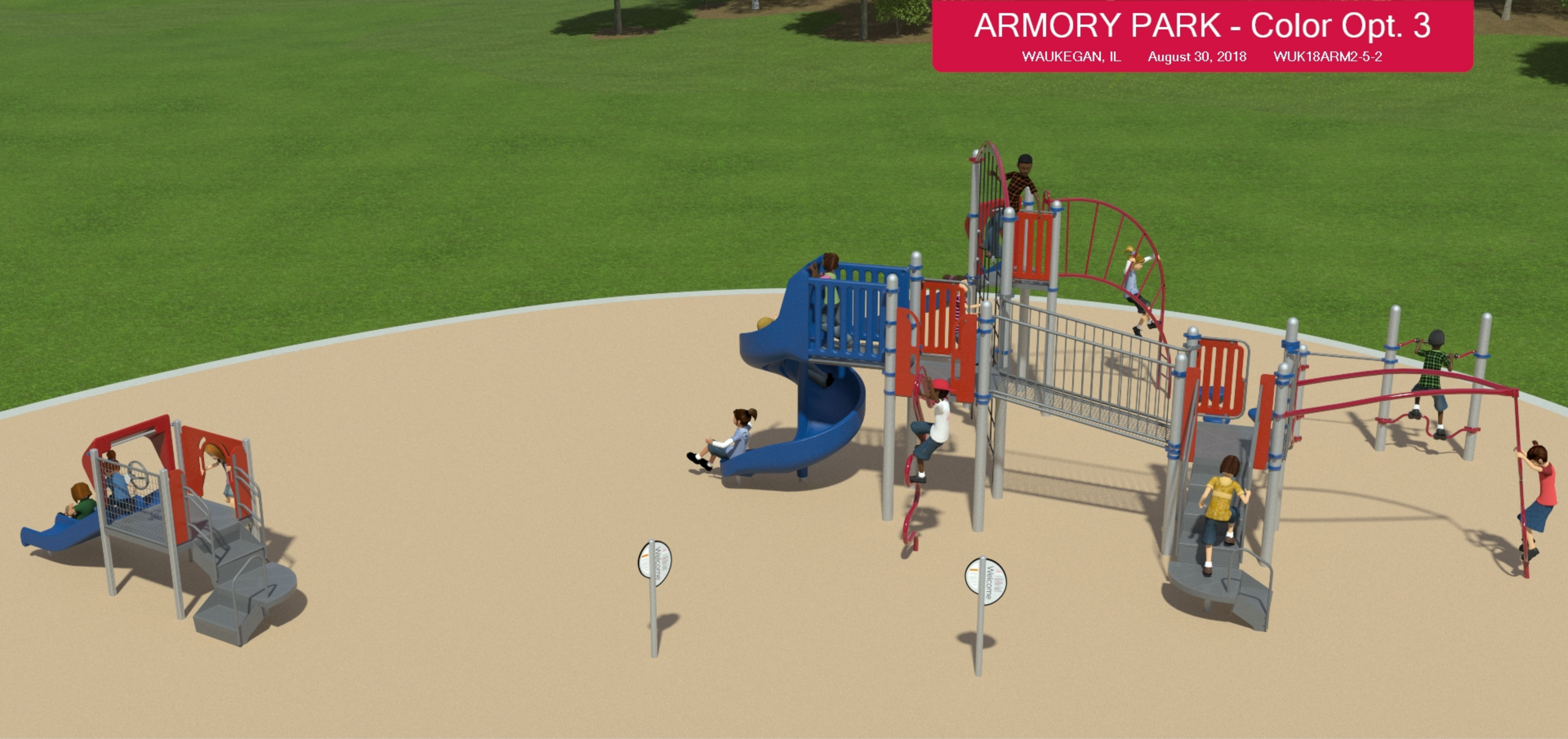


**nUTOYS**  
Leisure Products  
Request For Quotes 8 of 24



# ARMORY PARK - Color Opt. 3

WAUKEGAN, IL August 30, 2018 WUK18ARM2-5-2



*lms*  
landscape  
structures®



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**nUTOYS**  
Leisure Products  
Request For Quotes 9 of 24



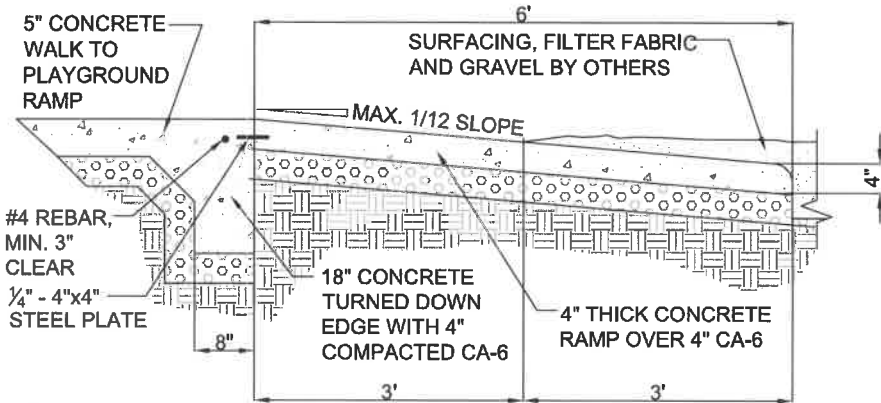
Miracle Equipment to be Installed



Pirouette Spinner

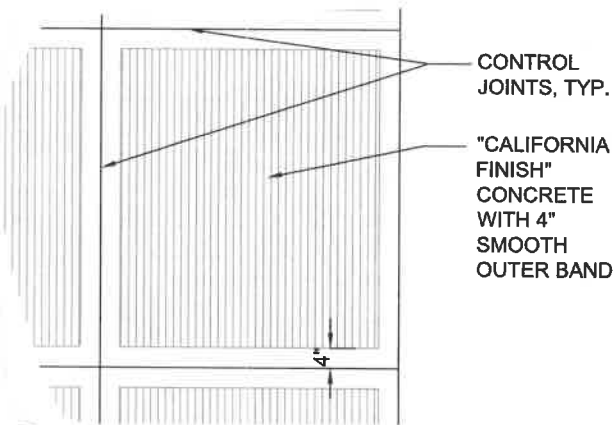


Multi-Pondo



**1 Concrete Ramp Detail**

SCALE: 3/4"=1'-0"



**2 California Finish Detail**

SCALE: 1/2"=1'-0"

**CONCRETE WORK**

**GENERAL:**

**DESCRIPTION**

Provide all materials, equipment and labor to complete all concrete work including: Final shaping, trimming, compaction and finishing of subgrade not performed in Earthwork, placing one or more courses of aggregate in a prepared subgrade, construction of all concrete paving, curbing and foundations shown on the Drawings, and repairs of any damage at no additional expense to the Owner.

**REFERENCE SPECIFICATIONS**

American Association of State Highway & Transportation Officials (ASHTO)  
 Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition.

**MATERIALS:**

**GENERAL**

All materials shall meet the requirements of the specified sections of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition:

- Course Aggregate (Section 1004.01 and Section 1004.02)
- Concrete Sidewalks (Section 424)
- Concrete Driveways (Section 423)
- Preformed Expansion Joint Filler (Section 1051)

**CONSTRUCTION REQUIREMENTS:**

**PREPARATION**

The subgrade shall be thoroughly compacted to the grade shown on the drawings. Sidewalk shall match thickness of adjacent pavement.

**CONSTRUCTION**

Moisten the subgrade before pouring concrete. The concrete shall be placed in successive pours for the entire slab, and finished to an even surface with floats and trowels. Final trowel shall be a wooden float leaving an even surface. The surface final finish shall be by medium stiff broom. Draw broom across the sidewalk at right angles for a uniform roughened surface with parallel broom marks.

Divide surface by score joints at right angles to the sidewalk. Score joints shall extend to 1/3 the depth of the sidewalk. No slab shall be longer than 8' x 8' unless otherwise indicated. All score joints shall be hand tooled (not saw-cut) unless otherwise indicated.

Expansion joints shall be 1/2" preformed joint filler. Place joints between all structures such as light fixtures, traffic poles, columns and buildings. Joints shall be filled with joint sealant and colored to match the concrete.

All concrete pads and flatwork shall have control joints as shown (typically 5' o.c.) with no slab being larger than 8'x8' and expansion joints at 50' o.c.

All curbs and concrete bands shall have control joints as shown or at 10' o.c. and expansion joints at 50' o.c.

Three #4 deformed steel bars shall be installed in the sidewalk centered over all trench crossings. they shall extend 10' beyond the edges of the trench.

Concrete walk adjacent to new or existing curb, or existing sidewalk shall be doweled to curb or walk with smooth 12" epoxy coated #5 bars at 3' o.c.

**BACKFILL**

After concrete has cured, backfill to the required elevation with topsoil. The topsoil shall then be compacted and grade restored.

**END OF SECTION**



ARMORY PLACE

LORRAINE PLACE

JUDGE PLACE

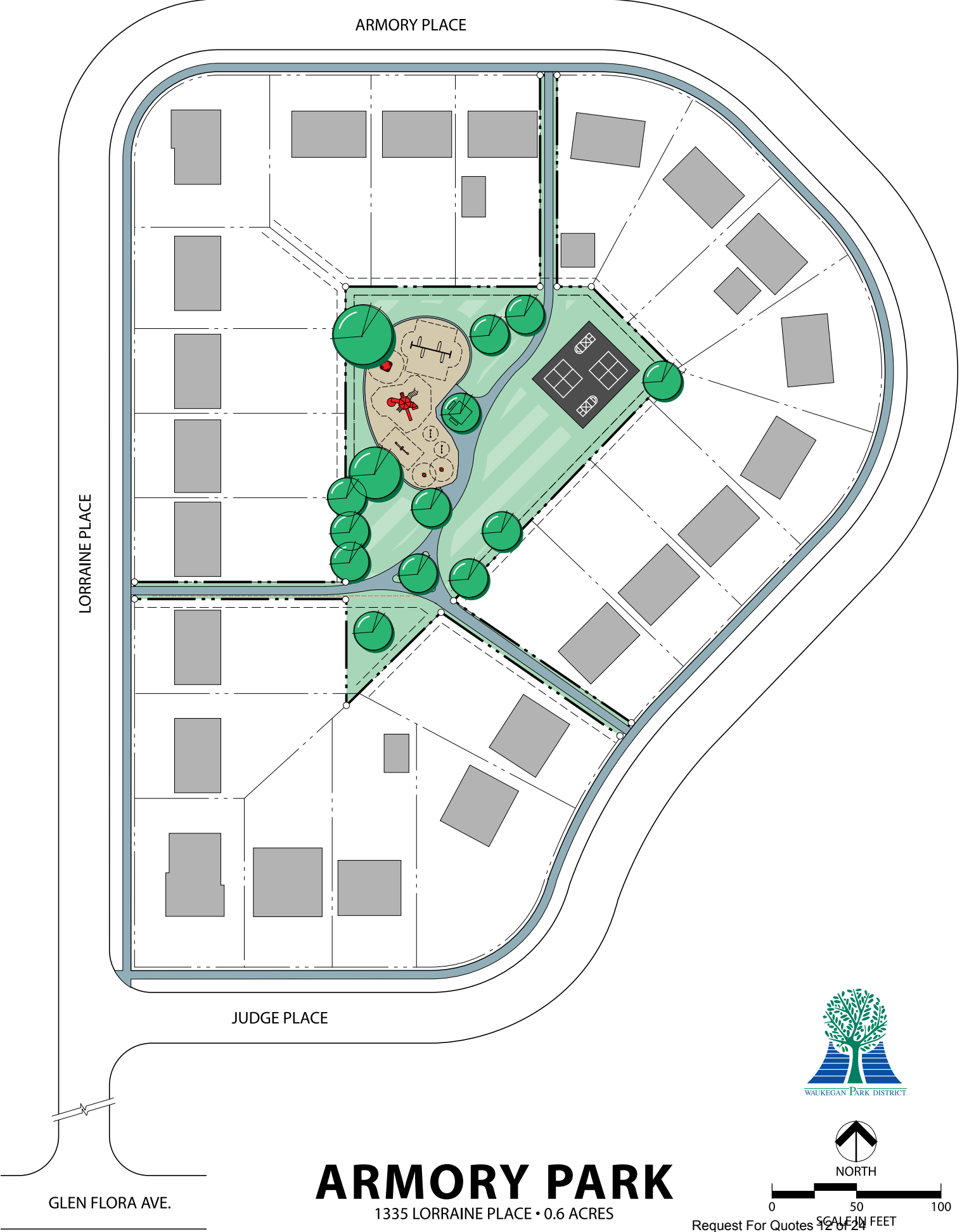
GLEN FLORA AVE.

# ARMORY PARK

1335 LORRAINE PLACE • 0.6 ACRES



Request For Quotes 12 of 24

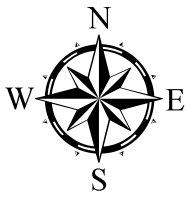
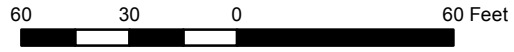






# Armory Park

0.7 Acres







\*Existing Play Equipment will be removed by Park District prior to installation. Mulch will be moved to the sides of the pit by the park district.



# WAUKEGAN PARK DISTRICT

## NOTIFICATION OF PREVAILING WAGE REQUIREMENTS THAT AFFECT THIS PROJECT

TO ALL WAUKEGAN PARK DISTRICT CONTRACTORS:

This letter will serve as notification that this Project (Identified Below) calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

<http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.

All contractors and subcontractors rendering services under this project must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

Payment by the District for work performed that is subject to the Illinois Prevailing Wage Act is conditional on delivery of either (a) contractors/subcontractors certified payrolls or (b) an explanation below from you indicating that you have a good faith opinion that the work called for under the contract is exempt from the Prevailing Wage Act. (For example-you could explain that you are the company owner and doing the work yourself.)

Any questions regarding this or any other prevailing wage issues should be addressed to the Illinois Department of Labor at (217) 782-1710 or [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol).

You are advised to seek the counsel of your attorney if you are unsure whether this work falls within the guidelines of the Illinois Prevailing Wage Act.

---

(Completed by the District)

Project: \_\_\_\_\_

By: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Date Sent: \_\_\_\_\_ Sent Via: Email: \_\_\_\_\_ Fax: \_\_\_\_\_ U.S. Mail: \_\_\_\_\_ Hand Delivery: \_\_\_\_\_

---

(Completed by Contractor)

Company Name: \_\_\_\_\_

Contact Person \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Description of Work: \_\_\_\_\_

---

Will you be paying Prevailing Wage for this Job? Yes\* No. If no, explain why you are exempt

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\*If yes, you must provide certified payroll before payment will be issued by Waukegan Park District

\*Signature of Contractor's Contact Person: \_\_\_\_\_

Date Returned: \_\_\_\_\_ Returned Via: Email: \_\_\_\_\_ Fax \_\_\_\_\_ U.S. Mail: \_\_\_\_\_ Hand Delivery: \_\_\_\_\_

## AGREEMENT FOR 2018 ARMORY PARK PLAYGROUND INSTALLATION

This Agreement for the **2018 Armory Park Playground Installation** (the "Agreement") is made this    th day of Month, 2018, 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 **Armory Park at 1335 Lorraine Place**, Waukegan, Illinois 60085 ("Project Site"): **2018 Armory Park Playground Installation**, and all other and incidental and collateral work necessary to properly complete the project (the "Work"), as indicated in Contractor's Proposal, dated \_\_\_\_\_, 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: **2018 Armory Park Playground Installation**, 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**; ~~Performance and Labor and Material Bonds, attached to and incorporated as part of this Agreement as Exhibit F-1 and F-2~~; 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 \_\_\_\_\_, **2018**. Contractor shall achieve Final Completion of the Work on or before **November 16, 2018**.

#### **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 \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_).

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) a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice; b) Contractor's and all subcontractor's waivers of liens to date for all labor and materials used in the Work; and c) 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 of 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: \_\_\_\_\_

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: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

SAMPLE