



June 3, 2020

Dear Prospective Contractor:

The Waukegan Park District is accepting bids for:

2020 BEN DIAMOND PARK PLAYGROUND INSTALLATION

Bids are due on **Wednesday, June 17, 2020 at 10:00 AM**. delivered to Administrative Offices, 1324 Golf Road, Waukegan, IL 60087. The bids should be clearly labeled **“Ben Diamond Park Playground Installation”**. Arbor Park is located at 2413 Sunset Avenue, Waukegan, IL 60087.

We appreciate your bidding 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

Kristy De Boer

Park Planner

KDB/kdb

Enclosures: 1

WAUKEGAN PARK DISTRICT

BID DOCUMENTS/PROJECT MANUAL: 2020 BEN DIAMOND PARK PLAYGROUND INSTALLATION

	No. of Pages
INCLUDING:	
▪ Notice To Bidders	2
▪ Section 1: Instruction To Bidders	6
▪ Section 2: General Conditions	1
▪ Section 3: Supplementary Conditions	11
▪ Section 4: Bid Proposal Checklist and Form	7
▪ Project List:	1
▪ Prevailing Wage Determination & Supersedes Notice:	1
▪ Contractor Compliance and Certifications:	3
▪ Substance Abuse Prevention Program Certification:	1
▪ Location and Site Maps:	1
▪ Exhibit A: Project Manual (Specifications/Drawings)	19
▪ Exhibit B: Sample Agreement	9

**DATE OF ADVERTISEMENT:
JUNE 3, 2020**

**DUE DATE & BID OPENING:
JUNE 17, 2020
10:00 A.M.
WAUKEGAN PARK DISTRICT ADMINISTRATIVE CENTER
1324 GOLF ROAD
WAUKEGAN, IL 60087**

**TENTATIVE DATE OF BID APPROVAL:
JUNE 23, 2020
4:30 P.M.**

**DELIVER/MAIL BID TO: KRISTY DE BOER
MARKED "SEALED BID: 2020 BEN DIAMOND PARK PLAYGROUND
INSTALLATION
WAUKEGAN PARK DISTRICT ADMINISTRATIVE CENTER
1324 GOLF ROAD
WAUKEGAN, IL 60087**

NOTICE TO BIDDERS

The Waukegan Park District, Lake County, Illinois (“Owner” or “Park District”), invites bids for the following project:

1. 2020 Ben Diamond Park Playground Installation

Bid Documents, including Instructions to Bidders, Drawings, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, and Prevailing Wage Determination and Supersedes Notice are available **electronically by contacting the Waukegan Park District Parks Department at 847-360-4719 or by email at kdeboer@waukeganparks.org**.

Each bid shall be placed in a sealed envelope and clearly marked “Waukegan Park District, 2020 BEN DIAMOND PARK PLAYGROUND INSTALLATION”. The envelope shall be addressed and delivered to and received by the Park District at the following location: Waukegan Park District Administrative Center, 1324 Golf Road, Waukegan, Illinois 60087. No responsibility shall be attached to any person for premature opening of a bid not properly identified.

Bids shall be received until 10:00 A.M. on WEDNESDAY, JUNE 17, 2020. Immediately thereafter, the bids will be publicly opened and read aloud. Bids received after that time or at a different location will be rejected.

The Waukegan Park District reserves the right to waive technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder’s responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The District’s tax exemption number shall only be used by the successful Bidder for the Work of this Project.

No bid may be withdrawn and all bids shall remain firm for sixty (60) days after the bid opening.

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 Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

WAUKEGAN **P**ARK DISTRICT

The Contractor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity. All bids must be accompanied by cashier's check or bid bond payable to the order of the Waukegan Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

By Order of the Board of Park Commissioners of the
Waukegan Park District

Jay Lerner, Executive Director

Waukegan Park District (847) 360-4725
PUBLISHED DATE: JUNE 3, 2020

SECTION 1: INSTRUCTIONS TO BIDDERS

1.01 GENERAL

The following instructions relate to the proper form and method for submitting the Bid Proposal, the accompanying surety, the provisions for the letting of Contracts, and to such other matters.

1.02 PREPARATION AND SUBMISSION OF BIDS

Each bid must be placed in an opaque-sealed envelope and clearly marked "SEALED BID: **2020 BEN DIAMOND PARK PLAYGROUND INSTALLATION**," and addressed and delivered to and received by the Park District at the following location: Waukegan Park District Administrative Center, 1324 Golf Road, Waukegan, Illinois 60087. Bids shall be received until **10:00 A.M. on WEDNESDAY, JUNE 17, 2020**. Immediately thereafter, the bids will be publicly opened and read aloud. Bids arriving after the specified time or at a different location will be rejected and will be returned unopened, including mailed bids regardless of when post marked.

Bid Documents, including Instructions to Bidders, Drawings, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, and Prevailing Wage Determination and Supersedes Notice are available **electronically by contacting the Waukegan Park District Parks Department at 847-360-4719 or by email at kdeboer@waukeganparks.org**. Office hours are Monday-Friday, 7:00 a.m. - 3:30 p.m. Any questions related to the bidding requirements shall be directed to **KRISTY DE BOER, PARK PLANNER, AT 847-360-4719 OR BY EMAIL AT [KDEBOER@WAUKEGANPARKS.ORG](mailto:kdeboer@waukeganparks.org)** .

It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

1.03 REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: (1) have experience in performing, have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; (2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred on determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list all construction projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

On a separate sheet, (see Project List page) list all construction projects your organization has completed in the past three years, which are comparable in scope, giving the name of the project, project description, client and telephone number, architect and telephone number. Also provide the original contract amount, the final contract amount, the final completion date provided for in the contract and the actual date of final completion. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase. Where the actual dates of final completion differ substantially from those dates as included in the contract at time of execution by both parties, explain the reason for the delay in the substantial and/or final completion of the Work.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, provide information with respect to all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the Architect and, if applicable also the Construction Manager or Owner's representative.

Other required submittals include: Bid proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents may be the basis for immediate rejection of that Bidder's bid.**

1.04 EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS

The Bidder shall visit the site(s) of the proposed Work and become fully acquainted with conditions, as they exist, and shall undertake such additional inquiry and investigation as the Bidder shall deem necessary to fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. The Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the Specifications. Any conflicts or discrepancies found between or among the Bid Documents including but not limited to the Drawings and Specifications and the site conditions, or any errors, omissions, or ambiguities contained in the documents shall be immediately reported to the Park District and the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager.] and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or carefully examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has carefully examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

1.05 ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Park District reserves the right to: (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of bids which are separately set forth on the Contractor Bid Form and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements as determined by the Park District .

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefor by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Park District's Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality in the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

1.06 SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders as determined by the Park District will be returned after the decision to accept or reject bids by the Park District's Board of Park Commissioners.

WAUKEGAN PARK DISTRICT

The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Material/Payment Bond and a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the contract for the Work presented by the Park District.

~~Prior to commencing Work, the successful Bidder shall furnish a Performance Bond, and Labor and Material/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 for a period of one (1) year after Final Completion. The cost of each bond shall be included in the Contract Sum. The Bidder 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. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee performance by the Contractor of all of its obligations indicated by the Contract Documents including but not limited to strict compliance with the Prevailing Wage Act.~~

~~The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of such default, the Park District need not return the defaulting Bidder's bid surety and may charge against and recover from the defaulting Bidder the full difference between the amount of the Contract awarded to the defaulting Bidder and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed with another contractor, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.~~

1.07 WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

1.08 ACCEPTANCE AND CONTRACT

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract, and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard /Form of

WAUKEGAN PARK DISTRICT

Agreement Between Owner and Contractor AIA Document A107 OR other Agreement, as modified by the Park District and included in these Bid Documents, and ~~the Performance Bond and Labor Material Payment Bond~~ and proof of insurance comprise the Contract Documents.

1.09 INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If a Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Bid Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids. Address all communications to the Park District and to the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager. If an error or omission in the Bid Documents is discovered after the bid opening, the Park District reserves the right (i) to determine whether to require the submission of new bids or, (ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected by the Bidder after the bid opening.

1.10 ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he/she has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

1.11 SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that

required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Bid Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its sole judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

1.12 COMMENCEMENT AND COMPLETION DATES

Commencement Date: The Commencement Date shall be the date established by Owner in a Notice to Proceed issued to the Contractor. It is currently anticipated that Contract award will occur on or about JUNE 23, 2020, with a notice to proceed to be issued shortly thereafter, subject to the Contractor providing the required bonds, evidence of insurance and other required submissions.

Substantial Completion Date: AUGUST 28, 2020

Final Completion: SEPTEMBER 4, 2020

By submission of its bid, the Bidder the Bidder acknowledges, agrees, represents, declares and warrants that it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.

SECTION 2: GENERAL CONDITIONS

The General Conditions are the General Conditions of the Contract for Construction, AIA Document AIA A107 (the "General Conditions") OR other Agreement, as modified by the Park District and included in these Bid Documents.

SECTION 3: SUPPLEMENTARY CONDITIONS

The "General Conditions of the Contract, AIA Document A107", (the "General Conditions") OR other Agreement, as modified by Owner, are hereby amended to include the following:

3.01 SCOPE OF WORK

- A. The Work is to be done under this Contract, as shown on the Contract plans and described herein shall include the furnishings and complete installation of all materials and any other necessary Work required for proper completion, operation and use of the facilities. All the equipment, materials and labor that may be necessary to complete the Work and place it in satisfactory operation, implied or intended in the written Specifications and Drawings for the **2020 BEN DIAMOND PARK PLAYGROUND INSTALLATION**, shall be furnished and/or installed without extra cost to the Owner.

3.02 CONTRACT DOCUMENTS

- A. The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner and Contractor AIA Document A107 OR other Agreement, as modified by the Park District and included in these Bid Documents, ~~and the Performance Bond and Labor Material Payment Bond~~ and proof of insurance comprise the Contract Documents.

3.03 APPLICABLE LAWS

The Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the Work. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner to liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions.

All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction. All of said ordinances and rules and regulations are hereby made a part of these Specifications.

PREVAILING WAGE ACT: Contractor shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) (the "Act") as required by the Illinois Department of Labor. 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 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.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

CERTIFICATIONS: The Bidder shall complete the Contractor Compliance and Certifications Attachment and the Substance Abuse Prevention Program Certification. Failure to do so may result in disqualification of the Bidder.

CRIMINAL BACKGROUND INVESTIGATIONS: The Contractor shall a conduct criminal background investigation for each laborer, mechanic, and worker employed by the Contractor or any of its Subcontractors on the project in compliance with federal and state laws and regulations. The Contractor shall not knowingly employ any person on the Project, or allow any person to enter onto Owner’s property, who has been convicted for committing or attempting to commit first degree murder, a Class X felony, or any one or more of the following offenses: (i) those defined in Sections 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60, 11-6, 11-9, 11-14, 11-14.3, 11-14.4, 11-15, 11-15.1, 11-16, 11-17, 11-18, 11-19, 11-19.1, 11-19.2, 11-20, 11-20.1, 11-20.1B, 11-20.3, 11-21, 11-30, 12-7.3, 12-7.4, 12-7.5, 12-13, 12-14, 12-14.1, 12-15, and 12-16, of the Criminal Code; (ii) (ii) those defined in the Cannabis Control Act, except those defined in Sections 4(a), 4(b), and 5(a) of that Act; (iii) those defined in the Illinois Controlled Substances Act; (iv) those defined in the Methamphetamine Control and Community Protection Act; and (v) any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Further, no Contractor shall knowingly employ a person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987

3.04 SUBCONTRACTING

- A. The Contractor may utilize the services of qualified Subcontractors on those parts of the work which, under normal contracting practices, are performed by Subcontractors specializing in the particular class of work.
- B. The Contractor shall not award any work to any Subcontractor without prior written approval by the Owner, which approval will not be considered until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the Owner.

3.05 APPROVAL OF MATERIALS AND SOURCES OF SUPPLY

- A. The Contractor shall furnish to the Owner for approval, immediately after the signing of the Contract, a complete statement of the origin, composition, manufacturer and proposed sources of supply of all materials or equipment required for use in this Work, whether supplied by himself or by any approved Subcontractor. The Contractor shall submit detailed information, literature, plans and such other data required to permit an analysis of the proposed equipment and materials.

3.06 INSPECTION AND TESTING

- A. All materials and workmanship if not otherwise stipulated, shall be subject to inspection, examination and test by authorized representatives of the Owner at all times, before, during or after the preparation, during the progress of the Work, or after the Work is completed.

3.07 TITLE OF MATERIALS

- A. The Contractor or Subcontractor shall not furnish any materials for the work that are subject to a chattel mortgage or subject to conditions or interest retained by the seller. The materials or equipment must be free of all encumbrances.

3.08 PATENTS, ROYALTIES AND LICENSES

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patent or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

3.09 PERMITS, LICENSES AND CERTIFICATES

- A. **The Contractor shall procure the building permit for this Project from the City of Waukegan.** Owner shall reimburse Contractor for all required building permits. Reimbursement shall be for exact cost paid by Contractor. No markup shall be paid for permits. The Contractor shall supply all certificates required to show that the Work has been performed in accordance with the building, plumbing, electrical or other codes, rules and regulations of local or other authorities, the Board of Fire Underwriters or such other like bodies, as the Specifications may require directly or indirectly. **The Contractor shall file a contractor's registration application with associated fees, licenses, permit bonds, and insurance certificate with the City of Waukegan Building and Code Enforcement Department (1-847-625-6868).** Contractor registration fees are the responsibility of the Contractor and Subcontractors.

3.10 CONTRACTOR RESPONSIBLE UNTIL WORK COMPLETED

- A. The Contractor shall have charge of and be responsible for the entire Work until completed and accepted by the Owner. He shall make no assignment of this Contract without the written consent of the Owner. He shall give his personal supervision to the faithful prosecution of the Work; he shall keep it under his own control; and he shall have a competent representative or foreman on the Work, who shall have full authority to bring about the orderly and efficient prosecution of the same in accordance with the Contract and to supply materials, tools, equipment, and labor without delay.

3.11 WEATHER CONDITIONS

- A. If a temporary suspension of Work should occur during inclement weather, the Contractor shall protect carefully all Work and materials under this Contract against damage or injury from the weather. If, in the opinion of the Owner, damage results to either the Work or materials by reason of failure on the part of the Contractor to protect his Work, such materials or Work will be removed and replaced by and at the expense of the Contractor.

3.12 NO CHARGE FOR DELAY

- A. Unless otherwise provided in the Contract Documents, the Contractor shall make no charge or claim whatsoever for any hindrance or delay in the progress of the Work.

3.13 COMPLETION DATE AND QUALIFICATION

- A. The Work to be performed under this Contract must be Substantially Completed by AUGUST 28, 2020 with Final Completion by SEPTEMBER 4, 2020.
 - 1. The Date of Substantial Completion shall mean when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the entire Work for use for which it is intended.

- B. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the Contract, is a reasonable time for the completion of the Work, taking into consideration the average weather and industrial conditions prevailing in this locality. The Contractor agrees that time is of the essence of this Contract. If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified in the Contract or any proper extension thereof granted by the Owner, it in no way relieves the Contractor of his responsibility to complete the Work at no additional cost to the Owner. Any extension of the completion date must be agreed upon in writing by the Owner and Contractor. Contractor shall not be responsible for failure to meet the completion date when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner. The Contractor shall not be charged with any excess cost when the delay in completion of the Work is due to:

Any order duly issued by the government (city, county, state or federal);

Any unforeseeable cause beyond the control and without fault or negligence of the Contractor including, but not restricted to, acts of God, severe weather, strikes, acts of the Owner, or acts of another Contractor in the performance of a contract with the Owner (except as provided in paragraph VIII above).

Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

As otherwise provided for in the General Conditions

3.14 INSURANCE AND INDEMNIFICATION REQUIREMENTS

- 1. Insurance
 - A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or at the Park District's sole option on a more current ISO form or a substitute form providing at least equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

WAUKEGAN PARK DISTRICT

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing at least equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage at least equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Continuing Completed Operations Liability Insurance (Only applies if project carries a Guarantee)

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrellas coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute endorsement acceptable to the Park District under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and such other evidence of insurance as shall be requested by the Park District, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Park District whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

2. Indemnification

A. To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall defend, indemnify and hold harmless the Owner, the Architect and their agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, costs and economic damages, arising out of, resulting from, or in any way connected with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The duty to defend herein is separate and distinct from the duty to indemnify and hold harmless, and shall be separately enforceable as such. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

B. The indemnification obligation under this Paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and the Contractor and all subcontractors hereby waive any limitations of liability defense based upon such acts, to the fullest extent permitted by law.

C. "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees, expenses and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review.

D. The obligations of the Contractor to indemnify and hold harmless Owner, Architect, their agents, consultants and employees under this Agreement shall not extend to the liability of the Owner and the Architect, their agents, consultants or employees arising out of their own negligence.

3.15 CONTRACTOR PAYMENTS

A. Payment will be made in full upon completion of the Project with Owner's final acceptance. **No payment shall be authorized unless all applicable Waivers of Lien and Contractor's Affidavits are submitted in accordance with the Contract Documents.** The time periods governing Owner's approval, disapproval, and payment of Contractor's applications for payment shall comply with the *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.*

The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Park District from any and all claims or

liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the Park District relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract ~~or the performance and payment bonds.~~

Failure to adhere to the approved progress schedule as specified in the Contract Documents, cooperate with other Contractors, and/or generally hinder the construction progress as determined by the Owner shall be grounds for withholding payments. Failure to supply waivers of lien, and any other supporting documentation as required by Owner, with each request will be considered grounds for withholding partial payments, and failure to supply final waivers for the entire job on completion shall be grounds for withholding final payment.

The Owner may withhold from the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to pay just claims for labor and services rendered and materials furnished in or about the Work. The Owner shall have the right, acting as agent for the Contractor, to apply such retained amounts to the payment of such just claims.

3.16 WORK PERFORMANCE

- A. The Contractor shall coordinate his Work with all adjacent Work and shall coordinate with all other trades so as to facilitate the general progress of the Work. He shall afford all other trades every reasonable opportunity for the installation of their Work and for the storage of their material.
- B. Whenever, in the opinion of the Owner, the Contractor prosecutes or fails to prosecute his Work in such a manner as to hinder or delay the completion of the Work, the Owner may, after five (5) days' written notice to the Contractor order the Contractor to stop the Work, and carry out such Work as is necessary to be done by another Contractor or Contractors not necessarily holding a Contract for such Work on the Project, and in such event may charge the Contractor for such Work as may be performed. Nothing in this paragraph shall be deemed to be a waiver of any other remedies which may be available to the Owner in the event of a default surrender.

3.17 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All employees on the Work and all other persons who may be affected thereby;
 - 2. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
 - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the 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 progress of the Work, all 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 utilities.
- D. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

3.18 UNDERGROUND UTILITIES

- A. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures. The Contractor will locate and stake all underground structures in the field to include all cable and conduit, gas lines, water lines, and drainage lines. All underground utilities so marked which are disturbed or damaged by the Contractor's operation shall be repaired by competent and qualified specialists at the Contractor's expense. Such repairs shall be made under the direction of the Owner. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures.

3.19 PAYMENTS TO MATERIALMAN, ETC.

- A. It is hereby expressly understood and agreed that the said Contractor shall furnish satisfactory evidence, when called for, that all persons who have done work or furnished materials in connection with the performance of the Contract, have been fully paid; otherwise the Owner shall have right to pay all such claims in full, out of any money that may be due to the Contractor under this agreement.

3.20 MODIFICATIONS OF CONTRACT DOCUMENTS AND CONTRACT WORK

- A. The Contract Documents may be modified and changed from time to time by written order of the Owner, in a manner not materially affecting the substance thereof, if such changes are necessary to carry out and complete more fully and perfectly the work to be done and performed. The Contractor shall acknowledge, in writing, receipt of every such order. If the changes and modifications increase the expense of the work, the increase expenses shall be paid for by the Owner. If such changes and modifications decrease the expense of the work, the amount of said diminution shall be credited to the Owner. The additional payment or amount credited shall be as a basis previously agreed upon, in writing, by the Owner and the Contractor. No consequential loss or profit on work not executed shall be paid to the Contractor.
- B. The amount of compensations to be paid to the Contractor for any changes or alterations, as so ordered, shall be determined:
 - 1. By a lump sum mutually agreed upon by the Owner and the Contractor; or,
 - 2. If the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the materials and of the wages applied labor (including premiums for Workmen's Compensation Insurance) required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved for such changes and alterations, plus 10% or 15% as compensation for all other items of profit and costs or expenses, including administration, overhead, superintendence, insurance (other than Workman's Compensation), materials used in temporary

WAUKEGAN PARK DISTRICT

structures, allowances made by the Contractor to the Subcontractors, ~~additional premiums upon the performance bond of the Contractor~~, and the use of small tools. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, as herein provided.

Where proposed changes involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material change in the Work (i.e., other than minor field changes) a written change order shall be prepared by Contractor. In accordance with the *Criminal Code, 720 ILCS 5/33 E-9*, if a change order or series of change orders authorizes or necessitates an increase or decrease in **either** the cost of the contract by \$10,000 or more, **or** the time of completion of the Work by 30 days or more, such changes may be made only upon the written authorization of **the Executive Director (Secretary of the Board) of the Waukegan Park District**, after approval from the Board of Park Commissioners, including a written determination that:

the circumstances necessitating the change were not reasonably foreseeable at the time the Contract was signed; or

the change is germane to the original Contract as signed; or

the change order is in the best interest of the Owner and is authorized by law.

3.21 CLAIMS OF EXTRA COMPENSATION

- A. All claims for extra compensation over and above the amount agreed upon in the contract on account of any alterations or changes, or for any extra work, shall be filed, in writing, with the Owner by the Contractor, having attached thereto a copy of the original order for such alterations or changes or extra work, within thirty (30) days after the completion of said alterations or changes or extra work. The Contractor, before starting work on said alterations or changes or extra work, shall notify the Owner, in writing, of his intentions to file such claims in order that a proper record of such work may be kept by the Owner. Should the Contractor fail to notify the Owner in advance, as required, or to submit his claim within thirty (30) days, as required, it will be taken as conclusive that no claim exists.

3.22 USE OF PREMISES AND REMOVAL OF DEBRIS

- A. The Contractor expressly undertakes at his own expense:
1. To take every precaution against injuries to person or damages to property;
 2. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work of any other Contractors;
 3. To place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work;
 4. To frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end, that at all times the site of the Work shall present a neat, orderly, and workmanlike appearance;
 5. Before final payment, to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

3.23 **GUARANTEE**

- A. All work performed shall be guaranteed by the General Contractor to be free from defects in materials and workmanship for a period of one year from the date of final acceptance. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor the termination of the guarantee period, nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice he/she shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting there from.

The successful Bidder(s) must present the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Bidder agrees to sign over warranties and guarantees to the Park District.

If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his/her bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

BID PROPOSAL CHECKLIST

Contractor _____

Project _____

Check box if supplied in sealed bid. See bid packet (section 1.03 and others) in bid packet for details.

Core Items in Submittal

- Bid Bond or Cashier's Check – Signed and/or Notarized
- Bid Addendum Acknowledgement (if applicable) - Completed
- Bid Proposal Form – Completed, Signed with Corporate Seal, and Notarized
- Bid Qualification Form – Completed
- 3 Year Project List - Completed
- Contractor's Compliance – Signed and Notarized
- Substance Abuse Program Certification – Signed

Additional attachments from Section 1.03

- Projects in Progress List
- Administrative and Litigation List
- Instances of Bid Rejection List
- Instances of Breach of Contract List

WAUKEGAN PARK DISTRICT

**2020 BEN DIAMOND PARK PLAYGROUND INSTALLATION
WAUKEGAN PARK DISTRICT
WAUKEGAN, ILLINOIS**

BID PROPOSAL FORM

4.01 BID TO:

Waukegan Park District
(hereinafter called "Owner")
1324 Golf Road
Waukegan, IL 60087

4.02 BID FROM:

(hereinafter called "Bidder")

Address

City, State, Zip Code

Email Address

Contact Person

Telephone Number

Fax Number

4.03 BID FOR:

**2020 BEN DIAMOND PARK PLAYGROUND INSTALLATION
WAUKEGAN, ILLINOIS**

4.04 ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of Invitation of Bids, Instructions to Bidders, the Specifications, Drawing, Conditions, Certifications, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

4.05 AGREEMENT

A. In submitting the Bid, the undersigned agrees:

1. To hold the Bid open for sixty (60) days from submittal date.
2. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.
3. To enter into and execute an Contract with the Owner if awarded on the basis of this bid, and furnish all bonds and insurance required by the Contract Documents within fourteen (14) days after receiving Notice to Proceed from the Owner.
4. To accomplish the work in accordance with the Contract Documents.
5. To complete the work by the time stipulated in the Contract Documents.
6. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
7. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.

WAUKEGAN PARK DISTRICT

8. The Bidder proposes to utilize the products and services of the following Subcontractors and major suppliers for the completion of the Contract. All Subcontractors shall be approved by the Owner prior to start of their Work on the Project. If no Subcontractors or major suppliers are to be used, indicate "NONE".

(1) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(2) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(3) _____ PH: ____/_____
Subcontractor/major supplier

Address

4.06 TOTAL BASE BID PRICE

1. Base Bid Price – Please fill out your pricing on the Scope of Work Page Below

Scope of Work

**BEN DIAMOND PARK PLAYGROUND INSTALLATION
2413 SUNSET AVENUE, 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 will remove existing playground equipment prior to the install of the new playground install. 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

<u>#DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>LINE TOTAL</u>
---------------------	-------------	-------------	-------------------	-------------------

BEN DIAMOND PARK

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

ALTERNATE PRICE

2. Engineered Wood Fiber (EWF) 6822 SF = 380 (CY) CY			<u> </u>	\$ <u> </u>
3. 6' Construction Fence Post Hole Drive	LF		<u> </u>	\$ <u> </u>

*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: _____

WAUKEGAN PARK DISTRICT

4.07 UNIT PRICE QUOTATIONS

- A. The following unit prices are submitted by the undersigned Bidder as a proposed basis for additive or deductive adjustment to the Total Base Bid in the event Contract changes are required involving the items described.

<u>ITEM</u>	<u>UNIT PRICE</u>
▪ _____	\$ _____ (UNIT)
▪ _____	\$ _____ (UNIT)

4.08 REJECTION AND WITHDRAWAL OF BID

- A. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any informalities. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

4.09 TIME OF COMPLETION

- A. If awarded the Contract, the undersigned agrees to complete all Work covered by this proposal on or before SEPTEMBER 4, 2020.

4.10 BID SECURITY

- A. Accompanying the proposal is a Bid Bond as surety in the amount of not less than ten percent (10%) of the Total Base Bid payable to Waukegan Park District, which it is agreed will be forfeited if the undersigned fails to execute the Contract in conformity with the Specifications ~~and furnish Performance Bonds, Payment or Labor and Material Bonds, and~~ Certificate of Insurance with Endorsements after notification of the award of the Contract to the undersigned.

~~4.11 PERFORMANCE/PAYMENT OR LABOR AND MATERIALS BOND~~

- ~~A. The undersigned Bidder agrees to provide Performance, and Payment or Labor and Material Bonds executed in accordance with AIA Document AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, in the amount of 110% of the Contract Sum (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.~~

4.12 CONTRACT DOCUMENTS

- A. The successful Bidder may be required to enter into a standard AIA form of Owner-Contractor Agreement appropriate to the form of the project delivery system selected by the Owner (general contractor and/or construction manager) OR other Agreement, as modified by the Owner.

WAUKEGAN **P** PARK DISTRICT

CORPORATION

The Bidder is a Corporation organized and existing under the laws of the State of _____

Print Name

Duly Authorized Officer's Signature

Title

CORPORATE SEAL (above)

PARTNERSHIP

The Bidder is a co-partnership consisting of individual partners whose full names are listed below:

Print Name

(Partner's Signature)

INDIVIDUAL

The Bidder is an individual.

Print Name

Individual's Signature

Bidder must have their signature above notarized below regardless of Bidder Type

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

My Commission Expires _____, 20__.
Notary Public or other Officer authorized to administer oaths

**2020 BEN DIAMOND PARK PLAYGROUND INSTALLATION
WAUKEGAN PARK DISTRICT
WAUKEGAN, ILLINOIS**

BID QUALIFICATION FORM

4.13 BIDDER QUALIFICATION

Bidder Name

Address

Telephone Number

Fax Number

Number of years in business under this name: _____

Include with this Proposal the information required under 1.03 Requirements of Bidders in the Instructions to Bidders. (See attached page)

PROJECT LIST

List three (3) of the largest projects completed in the past three (3) years which are similar in scope to the **2020 BEN DIAMOND PARK PLAYGROUND INSTALLATION**.

1. Project Name _____

Description _____

Client Name _____

Original Contract Amount _____ Final Contract Amount _____

Contract Final Completion Date _____ Actual Final Completion Date _____

Contact Person _____ Phone Number _____ Email _____

Architect/Engineer _____ Phone Number _____ Email _____

2. Project Name _____

Description _____

Client Name _____

Original Contract Amount _____ Final Contract Amount _____

Contract Final Completion Date _____ Actual Final Completion Date _____

Contact Person _____ Phone Number _____ Email _____

Architect/Engineer _____ Phone Number _____ Email _____

3. Project Name _____

Description _____

Client Name _____

Original Contract Amount _____ Final Contract Amount _____

Contract Final Completion Date _____ Actual Final Completion Date _____

Contact Person _____ Phone Number _____ Email _____

Architect/Engineer _____ Phone Number _____ Email _____

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES AND SUPERSEDES NOTICE

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <http://www.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM>. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

CONTRACTOR COMPLIANCE AND CERTIFICATIONS

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

WAUKEGAN PARK DISTRICT

- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and,

WAUKEGAN PARK DISTRICT

in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention In Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Waukegan Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR NAME

By: _____ (Signature)
_____ (Printed Name)

Its: _____(Title)

STATE OF _____)
)SS
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: _____

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Waukegan Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

- A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention in Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

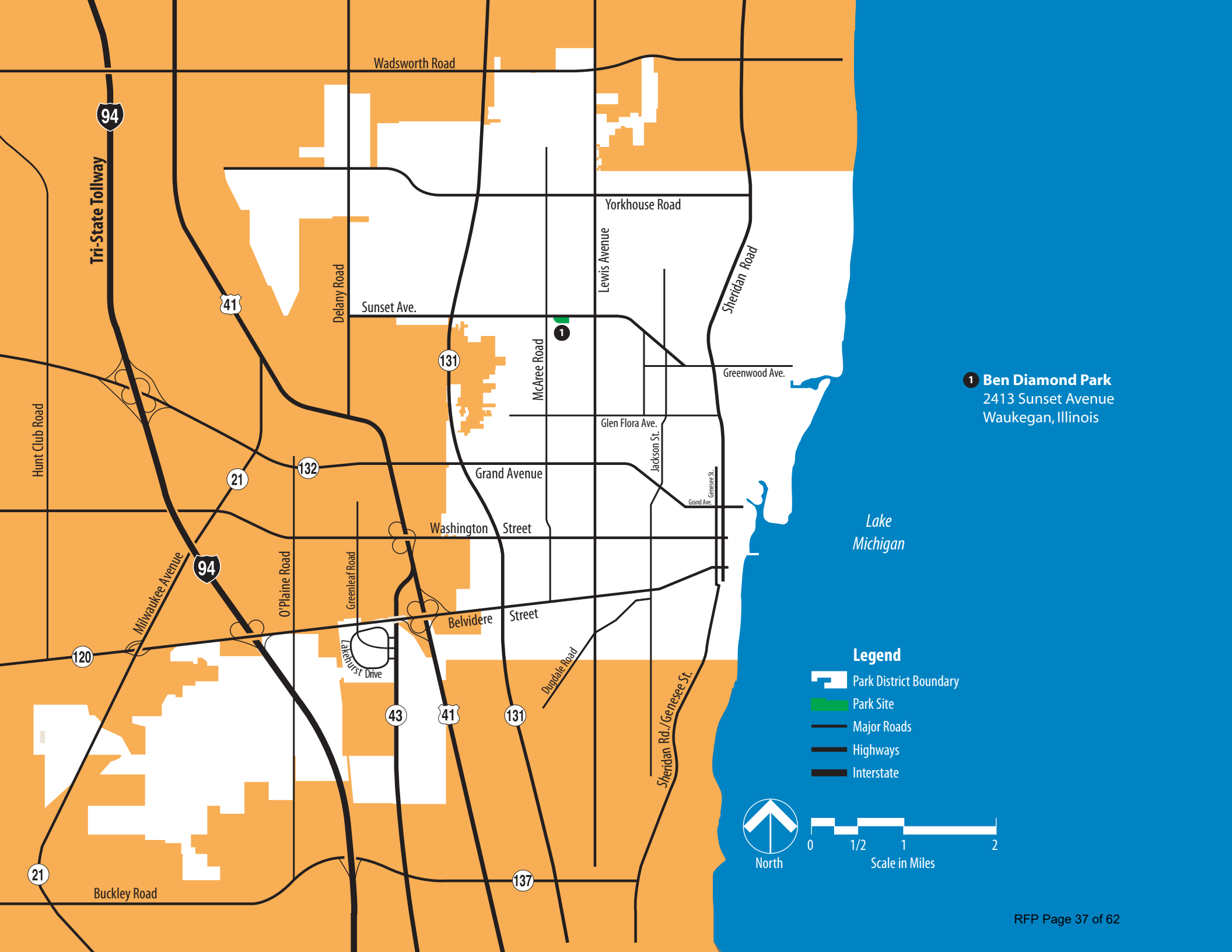
_____ Dated: _____
Signature of Authorized Representative

- B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)






Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative



1 Ben Diamond Park
 2413 Sunset Avenue
 Waukegan, Illinois

Legend

-  Park District Boundary
-  Park Site
-  Major Roads
-  Highways
-  Interstate







Ben Diamond Play Containers

March 2018 Aerial

10 5 0 10 20 Feet



Legend

-  Containers
-  Park Boundaries



SECTION 116813 – PLAYGROUND EQUIPMENT Ben Diamond

PART 1 – GENERAL

- 1.1 Description: R0309202136
- 1.2 Quality Assurance:
 - 1.2.1 Equipment and Design Qualifications:
 - 1.2.1.1 All playground equipment shall comply will all the requirements of CPSC, ASTM, ADA and will be IPEMA certified.
 - 1.2.1.2 All safety fall zones shall be determined in accordance with ASTM 1487-07 and CPSC Handbook for Public Playground Safety Publication number 325. All playground equipment designs shall be evaluated and signed off by a NPSI certified playground inspector.
- 1.3 Manufacturer Qualifications:
 - 1.3.1 The manufacturer of the playground equipment must carry a minimum of 10 million dollars of liability insurance with an AM best rating. The manufacturer of the playground equipment must have a minimum of 10 years experience in manufacturing commercial playground equipment.
- 1.4 Applicable Standards
 - 1.4.1 ASTM F1487-07
Standard consumer performance specification for playground equipment for public use.
 - 1.4.2 CPSC Handbook for Public Playground Safety, publication number 325.
 - 1.4.3 CSA Z614-07
 - 1.4.4 EN 1176-98 (if requested)
European Standard for Playground equipment
 - 1.4.5 All manufactured components must be IPEMA certified
International Playground Equipment Manufacturers Association.

PART 2 – PRODUCTS

2.1

Part Number	Description
100001134	KB DK/DK PLATE 203 MM/8"
200006976	SLIDE DBL.WD. 1220 MM/48" KB
200006992	KB SLIDE POLE 1220 MM/48"
200007096	PANEL COUNTER KB
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)
200013798	KB 136" GALV POST WITH CAP
200013801	KB 176" GALV POST WITH CAP
200013813	KB 4165/164" GALV POST WITH CAP

200013924	LOOP ASSY SAFETY KB
200069056	KB 186"/4725MM GALV POST W/CAP
200069058	KB 213"/5410MM GALV POST W/CAP
200098030	KB CATWALK
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS
200114727	KBP SAFETY RAIL W/WHEEL MOUNT DKMT(2001
200131019	KB 180" GALV POST WITH CAP
200200403	STEPS DK/DK 1016MM W/SFTY RAILS KB SM HL
200200411	DECK 1-STEP 305 MM/12" KB (SMALL HOLES)
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST
200200695	KB DUAL SIDED SEAT PANEL
200200712	KB CURVED TUNNEL SLIDE 96"/2440MM
200201340	KB 4X4 CLIMBER
200202105	KB 96" HYPERSONIC SLIDE
200202485	KB DECK TRIANGLE LARGE HOLE 11GA
200202503	KB DECK SQUARE SMALL HOLE 11GA
200202563	KB TRANS STAT 1220 SFTY RL (SM HL)11GA
200202741	NU-EDGE LOG SLICE CLIMB 1220MM(48") F/KB
200202767	KB TRUSS OVERHEAD 8'
200202810	KB NU-EDGE BEAM ROOF SINGLE
200203124	KB QUANTUM II SLIDE 8' SPIRAL LEFT
200203287	MANTIS CABLEWAY W/ RAMP - 20M
200203352	KB CLIMBER CURLY 56" W/WIRE ENCL
200203424	HYPAR NET FS
200203432	KB NU-EDGE X TOWER W/MORPHOUS
200203546	ZOOMTWIST W/FLOOR
200203575	ASSY RAIL MT.ALUM.STEER.WHL.
200203589	KB SILO SCRAMBLE W/SGL ENCLOSURE
200305597	14' LARGE CRATE (ASSY DOMESTIC)
787Z	RISK MANAGEMENT SIGN - ENGLISH
925603	LABEL P/C (5 TO 12 YRS) PPLT
925960	THUMB DRIVE 2GB - PPLT
926020	LITTLE TIKES CARD F/THUMB DRIVE
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1
INSTALL	INSTALL BOOK FOR PP ORDERS
BOOK	

2.2 Manufacturer: PlayPower Operations, Monett, Missouri

2.3 General Equipment Specifications:

2.3.1 Plastic Caps shall fit snugly into 127 mm (5") and 33 mm (1.315") tube ends and shall be injection molded Low Density Polyethylene. This plastic shall be stabilized against ultraviolet (UV) degradation and shall have color molded in. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.

2.3.2 Aluminum Caps shall fit snugly into 127 mm (5") tube ends. The

Aluminum cap shall be made from SAE 413 aluminum with a minimum wall thickness of 4 mm. Prior to insertion into the post, all caps shall be painted per PPLT PAINT Specification. All caps will be installed at the factory and 127 mm (5") caps will be secured with aluminum hammer drive pins.

- 2.3.3 PPLT PAINT Specification: Primer shall be electrostatically applied and cured in an infrared oven. Paint shall be an electrostatically applied polyester TGIC (triglycidyl isocyanurate) powder coating which shall be cured at temperatures between 400 and 500 degrees Fahrenheit. The thickness of the combined primer/paint shall be between 5 mils and 11 mils. The polyester powder shall comply with ASTM standards: D-2794 (Impact Resistance Test), B-117 (Salt Spray Resistance Test), G26 (Weatherability Test), and D3359B (Adhesion Crosshatching Test).
- 2.3.4 PlayPower Operations ROTO Specification: Rotationally Molded Plastic Parts shall be molded from linear low density polyethylene with ultraviolet (UV) light stabilizers, anti-static guard (for Molding purposes) and color molded in. This material shall comply with ASTM-D-790 (Flex Modulus), ASTM -D-638 (Tensile Strength), ASTM-D-648 (Heat Deflection Temperature), ARM-STD (Low Temperature Impact) and rated UL 94.
- 2.3.5 PPLT PVC Specification: Textured Poly-Vinyl-Chloride coating shall be an average of 3 mm (.125") thick. Poly-vinyl-chloride coating shall be oven cured and textured for added traction when wet or dry.
- 2.3.6 Hardware: Bolts, Nuts, Screws, Threaded Spacers, Washers and Other Hardware used in the assembly of components shall be metric stainless steel and tamper resistant. All necessary hardware shall be provided.
- 2.3.7 Deck Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. The clamp attachment bracket shall be formed from 11 gauge sheet steel and shall be welded securely to the clamp half. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.
- 2.3.8 Rail Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a minimum 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. All clamp halves shall be zinc plated, yellow dichromate coated

and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.

2.3.9 Wing and Panel Clamp assemblies shall consist of two steel half-clamps. Clamp profiles shall be designed to eliminate protrusions. Clamps shall be die formed from 12 gauge HRPO steel. Clamps shall have a 6 mm (.25") radius rib formed in the top and bottom of the clamp for structural integrity. The clamp wing bracket shall be formed from 7 gauge sheet steel and shall be welded securely to the clamp half. All clamp halves shall be zinc plated, yellow dichromate coated and phosphate coated before being TGIC (triglycidyl isocyanurate) polyester powder coated. Tamper-resistant fasteners shall be used to retain clamps and shall consist of M10 six lobe socket head stainless steel cap screws and M10 slab-base Tee nuts. All clamps shall be provided with aluminum hammer drive pins to protect against slippage.

2.3.10 All Steel Tube Components shall comply with ASTM standards: A-500, Or A-513. The steel tube components contain five layers including an inside galvanized coating, high tensile strength cold formed steel, hot dipped pure zinc meeting ASTM B-6 applied at 3.5 tenths of an ounce per square foot, and a proprietary conversion and advanced polymer coatings. The components are freed of excess weld spatter and shall be cleaned in a multiple bath system which shall include a rust-inhibitive iron phosphate wash prior to painting. Exceptions: 127 mm (5") O.D. aluminum posts.

2.3.11 Brackets shall be fabricated from punched and formed 4.5 mm pre-galvanized sheet steel.

2.3.12 Gaskets shall be rubber injection molded from ultraviolet (U.V.) protected synthetic rubber. Rubber gaskets shall provide an aesthetic seal around the wonder fastener and bracket.

2.3.13 Footing for 127 mm (5") diameter upright posts shall be 305 mm (12") diameter x 940 mm (37") depth. Galvanized steel posts shall be 127 mm (5") O.D., 11 gauge pre-galvanized round tubing. Minimum tensile strength shall be 330MPa (48,000 psi). Minimum yield point shall be 310MPa (45,000 psi). The bottom portion of all upright posts shall be crimped slightly

2.3.14 Component Specifications:

2.3.15.1 11 GAUGE GALVANIZED STEEL POST shall be 127 mm (5") O.D., 11 gauge pre-galvanized round tubing. Minimum tensile strength shall be 330MPa (48,000 psi). Minimum yield point shall be 310MPa (45,000 psi). Plastic caps shall fit into the uncrimped

end of the 127 mm (5") tube. After fabrication, all posts shall be painted per PPLT PAINT Specification.

2.3.15.2 13 GAUGE GALVANIZED STEEL POST shall be 127 mm (5") O.D., 13 gauge pre-galvanized round tubing. Minimum tensile strength shall be 330MPa (48,000 psi). Minimum yield point shall be 310MPa (45,000 psi). Plastic caps shall fit into the uncrimped end of the 127 mm (5") tube. After fabrication, all posts shall be painted per PPLT PAINT Specification.

2.3.15.3 CAT WALK shall be manufactured from 3 mm (11 gauge) sheet steel with 3 mm (11 gauge) steel sides and end supports. Cat Walk shall be dipped per PPLT PVC Specification. Cat Walk shall have a dual rail side enclosure. Top and bottom rails shall be fabricated from 42.2 mm (1.625") O.D. pre-galvanized steel tubing with vertical rails welded to the top and bottom rail. Vertical rails shall be fabricated from 25 mm (1") O.D. pre-galvanized steel tubing. End sections shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing, with 3 mm (11 gauge) sheet steel end plates. After assembly side enclosures and end sections shall be painted per PPLT PAINT Specification.

2.3.15.4 COLORED KICK PLATES AND DECK TO DECK ACTIVITY PLATES shall be fabricated from 13 gauge (2.3 mm) pre-galvanized sheet steel for the 8", 12", and 16", 24", 28", and 32" plain models. Models with slots or Parachutes (24", 28", 32") shall be fabricated from 11 gauge (3.0 mm) pre-galvanized sheet steel. After fabrication, deck to deck plates shall be painted per PPLT PAINT Specification. 8", 12" and 16" plates shall have fun faces laser cut into them. 24", 28" and 32" plates shall have grooves cut into them with optional slider "Parachute/shapes" fabricated from CNC Routed high density polyethylene sheet.

2.3.15.5 CONE SPINNERS shall be made of 127mm(5") OD x 11 gauge, 48.4 mm(1.90") OD x 13 gauge pre-galvanized tubing and 7 gauge and 8 gauge galvanized sheet steel. Weldments shall be painted per PPLT PAINT specification. Bearing covers shall be cast of regular 319 (319.0-F) aluminum. ASTM Specifications: B-26. Federal. Specifications: QQ-A-601. Cone spinner bearing unit shall be 4340 annealed steel and bearing post support fabricated from carbon steel and finished in zinc plating. Cone spinner nets shall be made of 16 mm rope consisting of six galvanized steel cables (2.5 mm O.D. each) twisted together and wrapped with 6mm of high strength polyester fiber with aluminum connectors. Cone spinner plastic panels shall be made from 19 mm (.75") HDPE machined with a non skid surface.

2.3.15.6 CURLY CLIMBERS W/WIRE ENCLOSURE shall be of a design which will not allow children to climb into the interior of the coil. Curly Climber coils shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing. The center support post shall be fabricated out of 42.2 mm (1.66") O.D. pre-galvanized steel tubing. Enclosures shall be fabricated from 33.4 mm (1.315") o.d. pre-galvanized steel tubing, 32 mm (1.25"), 25 mm (1") pre-galvanized steel square tubing, 5.7 mm (.224") galvanized steel wire mesh and 3 mm (11 gauge) pre-galvanized sheet steel. Also available in post mount. Curly Climbers shall be an all welded construction and shall be painted per PPLT PAINT Specification.

2.3.15.7 DECK TO DECK STEPS WITH SAFETY RAIL shall consist of welded tread, riser and stringer sections fabricated from 13 gauge hot rolled steel. This assembly shall be coated per PPLT PVC Specification. Safety Rails shall be fabricated from 33 mm (1.315") O.D. and 3/4" X 1" FSO pre-galvanized tubing. Safety rails shall provide an enclosure and shall have no gaps greater than 80 mm (3.15") and less than 254 mm (10"), especially between vertical rungs and posts. Safety Rails to be painted per PPLT PAINT Specification.

2.3.15.8 DOUBLE WIDE SLIDE WITH HOOD shall be rotationally molded per PPLT ROTO Specification. Plastic double wide slide sides shall be 203 mm (8") high from the slide surface and slide bed way shall be designed with a 406 mm (16") minimum width. Double wide slide shall be a one-piece design with a center divider having no seams, joints or gaps. Slide end support shall be fabricated from 38 mm (1.5") square tubing. Mid support shall be fabricated from 60.3 mm (2.37") O.D. tubing. All steel tubing shall be painted per PPLT PAINT Specification.

2.3.15.9 HYPERSONIC SLIDE shall be rotationally molded per PPLT ROTO Specification. Plastic slide bed way shall be designed with a 406 mm (16") minimum width. Slide end and mid support shall be fabricated from 60.3 mm (2.37") O.D. tubing and 4.55mm (7 gauge) pre-galvanized sheet steel. All steel components shall be painted per PPLT PAINT Specification.

2.3.15.10 Identification label shall be fabricated from aluminum sheet .016" (4 mm) thick and attached with aluminum pop rivets.

2.3.15.11 KB 4X4 CLIMBER shall be fabricated from 42.2 mm (1.66") O.D. pre-galvanized steel tubing. The climber shall be an all welded construction. Safety Loops shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification. Specifications KB 4X4 CLIMBER

shall be fabricated from 42.2 mm (1.66") O.D. pre-galvanized steel tubing. The climber shall be an all welded construction. Safety Loops shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification.

2.3.15.12 KB 8' Tunnel Slide: Tunnel Slides shall be configured to approximately a 762 mm (30") internal diameter cross section. Tunnel slides shall be assembled using an overlap joint on section connections and shall not have any internal hardware. Tunnels, elbows and panels shall be molded per PPLT ROTO Specification. Tunnel slide end supports shall be fabricated from 38 mm (1.5") square, pre-galvanized steel tubing and mid supports shall be fabricated from 48.3 mm (1.66") O.D. pre-galvanized steel tubing. Supports shall be painted per PPLT PAINT Specification.

2.3.15.13 KB DUAL SIDED SEAT PANEL shall be fabricated from a combination of 33.4 mm (1.312") O.D and 25.4 mm (1.000") O.D. pre-galvanized steel tubing, 19mm X 25.4mm (.75" X 1") obround pre-galvanized steel tubing, and laser cut plates fabricated from 4.5mm (7 gauge) pre-galvanized sheet steel. The welded frame shall be painted per PPLT PAINT Specification. The Bench seat shall be fabricated from 13 gauge hot rolled steel and dipped per PPLT PVC Specification.

2.3.15.14 KB NU-EDGE BEAM ROOF & KB NU-EDGE BEAM ROOF SINGLE shall have beams made from NATURTEK material formed into the shape of architectural beams. They will be assembled using 51 mm (2") 11gauge square tubing which shall be painted per PPLT PAINT Specification. The roof support posts shall be constructed from 127 mm (5") OD pre-galvanized tubing with 11 gauge galvanized mounting plates. The roof support posts shall be painted per PPLT PAINT Specification. The roof skin shall be corrugated 29 gauge galvanized sheet steel assembled with aluminum edge trim. NATURTEK material is a Polyester Composite: Color impregnated, UV stabilized, non-mold-supporting, formed from virgin corrosion-resistant polyester resin; with 1/2- to 3/4- inch (12 to 18 mm) wall thickness, with the following characteristics: Flexural Strength, ASTM D 790: 18,000 psi. ; Tensile Strength, ASTM D 638: 9,000 psi. ; Compressive Strength, ASTM D 695: 17,000 psi.; Barcol Hardness, ASTM D 2583: 40 minimum.

2.3.15.15 KB SILO SCRAMBLE CLIMBER frame shall be fabricated from pre-galvanized 60.3 mm (2.375") O.D. 12-gauge steel tubing, pre-galvanized 33.4 mm (1.315") O.D. 11-gauge steel tubing, and mild steel blocks. Enclosures shall be fabricated per KB WIRE MESH PANELS specification. After fabrication, all metal shall be painted

per PPLT PAINT Specification. Ropes shall be fabricated from rope consisting of six galvanized steel cables (2.5 mm O.D. each) twisted together and wrapped with 6mm of high strength polyester fiber. Enclosures and ropes shall be secured with SAE 841 Bronze bushings and other provided HARDWARE.

2.3.15.16 KB TRUSS OVERHEADS shall have a center beam and 2 post connection supports constructed of 48.3 mm (1.9") OD pre-galvanized steel tubing. The "Truss supports" and all hand holds shall be constructed from 33 mm (1.315") OD pre-galvanized tubing. The Truss overheads attach to the posts with standard KidBuilders clamps. Truss Overheads shall be painted per PPLT PAINT Specification.

2.3.15.17 KID BUILDERSâ„¢ PANELS, LIONS HEAD CRAWL TUNNEL (U.S. Patent D-381056), SEAT, COUNTER (U.S. Patent D-391615), ADJUSTABLE COUNTER, AND DOOR PANEL shall be rotationally molded per PPLT ROTO Specification. The molded in graphics shall not be raised above the surface of the panel.

2.3.15.18 NU-EDGE LOG SLICE CLIMBERS shall have steps made from NATURTEK material formed into the shape of slices of logs. They will be attached to a climber fabricated from 4.5mm (7ga) pre-galvanized sheet steel, 48.3mm (1.875") O.D. pre-galvanized tubing, and 42.2mm (1.625") O.D. pre-galvanized tubing. Enclosures shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 ga) pre-galvanized sheet steel. Climbers and enclosures shall be painted per PPLT PAINT Specification. NATURTEK material is a Polyester Composite: Color impregnated, UV stabilized, non-mold-supporting, formed from virgin corrosion-resistant polyester resin; with 1/2- to 3/4- inch (12 to 18 mm) wall thickness, with the following characteristics: Flexural Strength, ASTM D 790: 18,000 psi. ; Tensile Strength, ASTM D 638: 9,000 psi. ; Compressive Strength, ASTM D 695: 17,000 psi.; Barcol Hardness, ASTM D 2583: 40 minimum.

2.3.15.19 NUEDGE-X TOWERS shall have posts fabricated from 127 mm (5") O.D., 11 gauge pre-galvanized round tubing. Minimum tensile strength shall be 380MPa (55,000 psi). Minimum yield point shall be 345MPa (50,000 psi). After fabrication, all posts shall be painted per PPLT PAINT Specification. Square VINYL CLAD METAL DECK shall be fabricated from 13 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge plates and be designed to maintain a full 1.2 m (48") on center post spacing. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This assembly shall be coated per PPLT PVC Specification. TUNNEL SLIDE shall be configured

to approximately a 762 mm (30") internal diameter cross section. Tunnel slides shall be assembled using an overlap joint on section connections and shall not have any internal hardware. Tunnels, elbows and panels shall be rotationally molded per PPLT ROTO Specification. Tunnel slide end supports shall be fabricated from 38 mm (1.5") square, pre-galvanized steel tubing and mid supports shall be fabricated from 42.2 mm (1.66") O.D. pre-galvanized steel tubing. Both supports shall be painted per PPLT PAINT Specification. DIAMOND CLIMBERS shall be fabricated from 89 mm (3.5"), 60.3 mm (2.375") and 42.2 mm (1.66") o.d. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all parts shall be painted per PPLT PAINT Specification. Ropes shall be fabricated from rope consisting of six galvanized steel cables (2.5 mm O.D. each) twisted together and wrapped with 6mm of high strength polyester fiber. NU-EDGE CURVED ROOF shall have beams made from NATURTEK material formed into the shape of curved architectural beams. They will be assembled using 51 mm (2") 11gauge square tubing which shall be painted per PPLT PAINT Specification. The roof support posts shall be constructed from 127 mm (5") OD pre-galvanized tubing and shall be painted per PPLT PAINT Specification. The roof skin shall be corrugated 29 gauge galvanized sheet steel assembled with aluminum edge trim. NATURETEK material is a Polyester Composite: Color impregnated, UV stabilized, non-mold-supporting, formed from virgin corrosion-resistant polyester resin; with 1/2- to 3/4- inch (12 to 18 mm) wall thickness, with the following characteristics: Flexural Strength, ASTM D 790: 18,000 psi. ; Tensile Strength, ASTM D 638: 9,000 psi. ; Compressive Strength, ASTM D 695: 17,000 psi.; Barcol Hardness, ASTM D 2583: 40 minimum.

2.3.15.20 QUANTUM II SPIRAL SLIDE SECTIONS shall be rotationally molded per PPLT ROTO Specification and bolt together to form a single bed way slide. Slide end support shall be fabricated from 38 mm (1.5") square tubing and 4.5mm (7 gauge) pre-galvanized sheet steel. Vinyl deck shall be fabricated from punched 11 gauge hot rolled sheet steel and be a one piece all welded assembly coated per PPLT PVC Specification. Handrails to be fabricated from 13 ga 33 mm (1.315") OD pre-galvanized tubing, vertical rungs shall be fabricated from 1" X 3/4" FSO pre-galvanized steel tubing, and steel plates from 11 gauge pre-galvanized sheet. Mid support shall be fabricated from 42 mm (1.66") O.D. tubing. All steel components shall be painted per PPLT PAINT Specification.

2.3.15.21 SAFETY RAIL shall be fabricated from a combination of 33.4 mm (1.312") O.D. pre-galvanized steel tubing and 3/4" X 1" FSO pre-galvanized steel tubing. Side plates shall be fabricated from 3 mm (11 gauge) pre-galvanized sheet steel. Deck mounted safety

rails shall have a bottom plate fabricated from 3 mm (11 gauge) pre-galvanized sheet steel. The Safety Rails provide a non-climbable enclosure and shall have no gaps greater than 76 mm (3") and less than 254 mm (10"), especially between vertical rungs and posts. After assembly, panel shall be painted per PPLT PAINT Specification.

2.3.15.22 SAFETY RAIL WITH ALUMINUM STEERING WHEEL shall be fabricated from a combination of 33.4 mm (1.312") O.D. pre-galvanized steel tubing and 3/4" X 1" FSO pre-galvanized steel tubing. Side plates shall be fabricated from 3 mm (11 gauge) pre-galvanized sheet steel. The Safety Rails provide a non-climbable enclosure and shall have no gaps greater than 76 mm (3") and less than 254 mm (10"), especially between vertical rungs and posts. Deck mounted safety rails shall have a bottom plate fabricated from 3 mm (11 gauge) pre-galvanized sheet steel. Steering wheels shall be cast in alloy 319 aluminum of the Aluminum-Zinc-Magnesium type and comply to ASTM SC64d, UNS-AO3191, QQA-371e, and QQA-596d standards. Steering wheel shall mount to a 33 mm (1.315") O.D. pre-galvanized tube. After fabrication, all these components shall be painted per PPLT PAINT Specification.

2.3.15.23 SLIDING POLE shall be fabricated from 42.2 mm (1.66") O.D. pre-galvanized steel pipe. Enclosure shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and 3 mm (11 gauge) pre-galvanized sheet steel. After fabrication all components shall be painted per PPLT PAINT Specification.

2.3.15.24 SQUARE VINYL CLAD METAL DECK shall cover a minimum of 1.46 square meters (2,275 square inches) of top surface area, be a one-piece construction and be designed to maintain a full 1.2 m (48") on center post spacing. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge plates. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks to be assembled at the same level providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.

2.3.15.25 The HyPar main frame shall be constructed from 8.625"(219.1mm)OD steel tubing with a 0.25"(6.3mm) wall thickness. The frame legs and corners are laser cut to shape and welded to shape and finished with 0.5" (12.7mm) laser cut steel plate welded in place for mounting sections together. Rope connection sleeves made from precision machined stainless steel are welded to the main frame. After field assembly of the frame sections, the connecting flanges are covered with a molded

polyurethane two piece cover. The main rope net is constructed from 17mm OD steel reinforced cable with a braided nylon coating. The HyPar Entry net is constructed from 17mm OD steel reinforced cable with a braided nylon coating. It is connected to the upper net support weldment using a two piece precision cast aluminum mounting bracket. The upper net support is constructed from formed 1.66"(42.3mm)OD galvanized steel tubing and 7ga(4.3mm) galvanized steel sheet welded to form a single unit. The ground mounting anchor is constructed from 1.66"(42.3mm)OD galvanized steel tubing. The HyPar Bannister rails are constructed from formed 1.9"(48.3mm) galvanized steel tubing with welded in place 7ga(4.3mm) thick mounting plates. The HyPar Cylinder Wall is constructed from a .075"(19mm) thick high pressure laminate backer board with bolted in place climbing cylinders which shall be rotationally molded per PPLT ROTO Specification. The assembly is attached to the main frame and two formed 1.9"(48.3mm) galvanized steel tubes with welded in place 7ga(4.3mm) thick mounting plates. The HyPar Safir Climb is constructed from LLDPE that is rotationally molded to shape. The oval climbers sections are assembled together with sections for stainless steel chain. The HyPar FunWheel is constructed from 1.315"(33.4mm)OD tubing that is precision cut and formed prior to welding. The spinning weldment is attached to the main structure using a 1"(25mm) threaded shaft surrounded by oil impregnated bronze bushings and secured in place with failsafe stainless steel cross bolt with nut. The HyPar Transfer Point is constructed from punched and formed 11ga (3mm) sheet steel with welded in place 11 ga reinforcements. This assembly shall be coated per PPLT PVC Specification. The support system for the transfer deck is constructed from 1.9"(48.3mm)OD galvanized steel tubing with a 1.315"(33.4mm) galvanized steel tube hand support rail. All HyPar painted steel parts are coated per the PPLT paint spec and all hardware shall be stainless steel.

2.3.15.26 The Mantis Cable shall be constructed of 8 mm stainless steel. The post shall be constructed of 6" SCH 40 pipe with a welded 4" x 2" x .1875" rectangular tube at the footing end. Bushing shall be constructed of 2" OD x .1875" tube, inner sockets of 5" OD x

2.3.15.27 TRANSFER STATION WITH SAFETY RAIL shall consist of two triangular decks and step assemblies for the handrails. Each triangular deck shall be fabricated from 11 gauge sheet steel, covering .37 square meters (575 square inches) and have three 25 x 152 mm (1" x 6") hand slots incorporated into the deck surface for aid in user transition. The step assemblies provide access from the transfer decks to a 915 mm (36"), 1016 mm (40"), 1220 mm (48"), 1422 mm (56"), 1625 mm (64") deck height. Each step shall have

a tread depth of 406 mm (16") and a tread width of 953 mm (37.5"), with each rise 203 mm (8") or less. Each step assembly shall have an all welded construction from 13 gauge sheet steel. Each step assembly and Transfer Deck shall be coated per PPLT PVC Specification. Transfer Station Safety Rails shall be fabricated from 33 mm (1.315") O.D., pre-galvanized, 11 gauge tubing and 3/4" X 1" FSO pre-galvanized tubing. Safety rails shall provide an enclosure and shall have no gaps greater than 80 mm (3.15") and less than 254 mm (10"), especially between vertical rungs and posts. Transfer Station loops shall be fabricated from 42.2 mm (1.66") O.D., pre-galvanized, 11 gauge tubing. All welded handrail assemblies shall be painted per PPLT PAINT Specification.

2.3.15.28 TRIANGULAR VINYL CLAD METAL DECK shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed and reinforced with welded in place 11 gauge strips and 7 gauge plates. Each triangular deck shall cover a minimum of 0.63 square meters (985 square inches) of top surface area, be a one-piece construction and be designed to maintain a full 1.2 m (48") on center post spacing. Decks shall have a pattern of equally spaced holes on each edge to provide flush mounting of play events that attach to the deck. This hole pattern shall allow multiple decks at the same level to be assembled providing a surface without size limitations. This assembly shall be coated per PPLT PVC Specification.

2.3.15.29 VINYL CLAD STEP DECK planks shall cover a minimum of 0.4 square meters (624 square inches) of top surface area per step and be designed to maintain a full 1.2 m (48") on center spacing. Metal step decks shall be fabricated from punched sheet steel and shall have 64 mm (2.5") formed sides. This assembly shall be coated per PPLT PVC Specification. Step deck shall mount using two 33 mm (1.315") handrails which shall be painted per PPLT PAINT Specification.

PART 3 – EXECUTION
NOT USED

General Notes:

Age Group

2-5yrs 5-12 yrs 2-12yrs 13+ yrs

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All deck heights are measured from top of ground cover.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playstructure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
7. All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post.
8. Not all equipment may be appropriate for all children. Supervision is required.

Ben Diamond Park X Tower Waukegan, IL

AGE GROUP: 5-12
 ELEVATED PLAY ACTIVITIES - TOTAL: 17
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 8 REQ'D 9
 ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D 0
 GROUND LEVEL ACTIVITY TYPE: 4 REQ'D 3
 GROUND LEVEL QUANTITY: 10 REQ'D 6



NU-EDGE X TOWER
 F/KB W/MORPHOUS
 200203432

TRANSFER STATION
 W/SAFETY RAILS
 200202563

CURLY
 CLIMBER
 200203352

KB SILO SCRAMBLE W/SGL ENCLOSURE - 8FT DECK
 200203589

DBL WIDE
 PLASTIC SLIDE
 200006976

DECK TO DECK
 STEPS
 200200403

HYPERSONIC
 SLIDE
 200202105

SAFETY
 LOOP
 200013924

9 BAR
 SAFETY RAIL
 W/WHEEL
 200114727

CATWALK BRIDGE
 200098030

SLIDING
 POLE
 200006992

TRUSS
 OVERHEAD
 200202767

LOG SLICE
 CLIMBER
 200202741

COUNTER
 PANEL
 200007096

WHEEL
 200203575

DECK TO DECK
 4 X 4 CLIMBER
 200201340

VERSA ENCLOSURE
 KBRKEN00Z

ROOF
 200202810

CURVED
 TUNNEL
 SLIDE
 200200712

WHEEL
 200203575

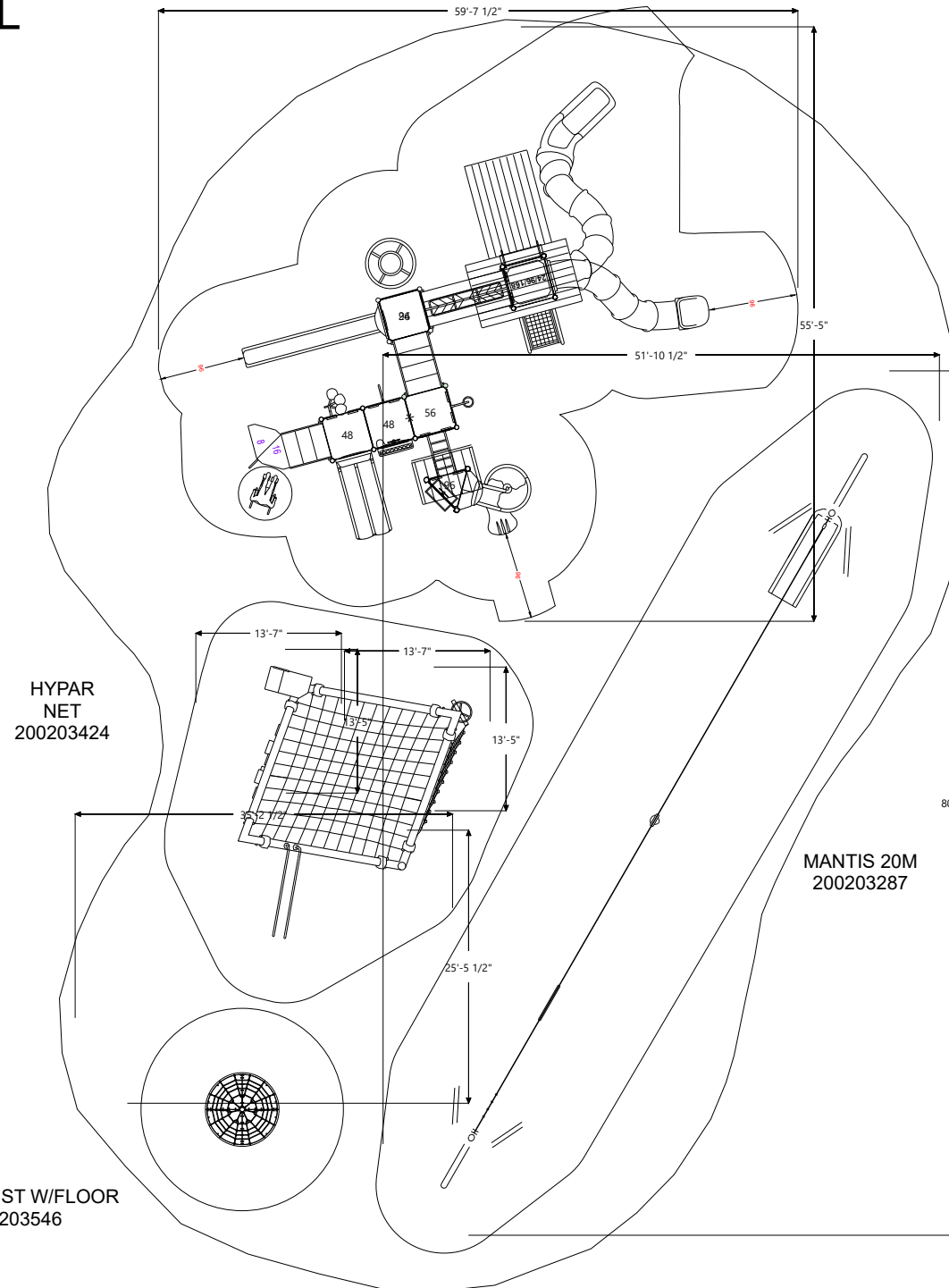
DUAL STEEL
 SEAT PANEL
 BELOW DECK
 200200695

9 BAR
 SAFETY RAIL
 W/WHEEL
 200114727

1-STEP
 DECK
 200200411

QUANTUM II SPIRAL
 200203124

Child Capacity 124



HYPAR
 NET
 200203424

MANTIS 20M
 200203287

ZOOMTWIST W/FLOOR
 200203546

Project:
 Ben Diamond Park X Tower
 Waukegan, IL
LTCPS rep:
 Lani Chaplik
 PARKREATION, INC.
 (847) 419-7744

Ground Space: 70'-6" x 106'-0"
 Protective Area: 74'-0" x 116'-6"

Drawn by: Lani Chaplik
 Date: 4/13/2020
 DWG Name: R0309_43979465045

LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273

Playground Layout Compliance:

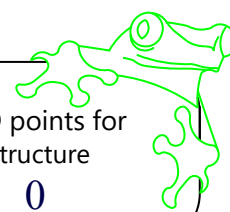
- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

This playground design meets the final Access Board Regulations.



The play components identified in this plan are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for this structure
 0





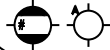
Footings Drawing Legend: Numbers in center of symbols denote post length (inches).

For inground equipment:

Post footing for posts for caps.



Post footing for posts without caps.



Play event footing

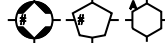


Custom Footing. See install for details

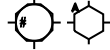


For surface mounted equipment:

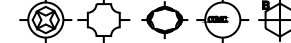
Post footing for posts with caps.



Post footing for posts without caps.



Play event footing.



Custom Footing. See install for details



WAUKEGAN PARK DISTRICT

NOTIFICATION OF PREVAILING WAGE REQUIREMENTS THAT AFFECT THIS PROJECT

TO 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 contractors/subcontractors certified payrolls.

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.

(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: _____

You agree to pay Prevailing Wage for this Job and provide certified payroll? Yes No

If yes, you must provide certified payroll before payment will be issued by Waukegan Park District. Certified Payroll documentation is due no later than the 15th of the following month in which the work was performed. The District will pay per the Prompt Payment Act (50 ILCS 505/2, et seq.).

Signature of Contractor’s Contact Person: _____

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

AGREEMENT FOR 2020 BEN DIAMOND PARK PLAYGROUND INSTALLATION

This Agreement for the **2020 Ben Diamond Park Playground Installation** (the "Agreement") is made this ___th day of Month, 2020, 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 **Ben Diamond Park at 2413 Sunset Avenue**, Waukegan, Illinois 60087 ("Project Site"): **2020 Ben Diamond 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: **2020 Ben Diamond 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 **September 4, 2020**. Contractor shall achieve Final Completion of the Work on or before **September 4, 2020**.

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 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: _____

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: _____
Jay Lerner

Its: Executive Director

By: _____
Printed Name: _____

Its: _____

SAMPLE