



Bid Packet and Specifications

August 28, 2024

MOKENA COMMUNITY PARK DISTRICT ACORN PARK PLAYGROUND REMOVAL AND INSTALLATION

Bids are due by and will be opened and read aloud
at 10:30am on Monday, September 16, 2024
at the Mokena Community Park District **Administration Center**
10925 W. LaPorte Rd., Mokena, IL 60448



LEGAL NOTICE: ADVERTISEMENT TO BID

Notice is given that the Mokena Community Park District will accept Sealed Bids for **MOKENA COMMUNITY PARK DISTRICT ACORN PARK PLAYGROUND REMOVAL AND INSTALLATION BID** as indicated in the specifications until **MONDAY, SEPTEMBER 16, 2024 at 10:30am** at which time the bid proposals will be publicly opened and read aloud at the Mokena Community Park District **Administration Center**, 10925 W. LaPorte Rd., Mokena, IL 60448. Proposals received after that time will not be accepted.

As of 9:00am on August 28, 2024, Bid Documents will be available on www.mokenapark.com, or by submitting an email request to gvitale@mokenapark.com. Hard copies available upon request. Any inquiries should be directed via email to Greg Vitale, Executive Director.

Bids must be enclosed in a sealed envelope and clearly marked on the outside "**BID – Acorn Park Playground Bid**" and delivered to the Mokena Community Park District, 10925 W. LaPorte Rd, Mokena, IL 60448. Oral, faxed or emailed proposals will not be accepted.

The Park District reserves the right to reject any and/or all bids, to waive any informality, and to accept the bid that is in the best interest of the Mokena Community Park District. All contracts for the construction of public works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

All proposals must include a ten percent (10%) Bid Guarantee. No Bidder may withdraw their proposal after the hour set for the opening thereof, or before award of the contract, unless said award is delayed for a period exceeding (30) calendar days.

INSTRUCTIONS TO BIDDERS

Sealed bids will be accepted until 10:30am on Monday, September 16, 2024 and immediately thereafter publicly opened and read aloud at the Mokena Community Park District Administration Center, 10925 W. LaPorte Rd., Mokena, IL 60448. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids regardless of when post marked. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Mokena Community Park District Board of Park Commissioners at a regularly scheduled meeting.

The Proposal form shall be submitted, in duplicate, on an unaltered Proposal Form furnished by the Owner. All blanks on the form must be properly executed and completed. Each proposal must give the full business address of the Contractor and be signed by a duly authorized representative. Each proposal shall be enclosed in a sealed envelope, clearly marked as follows:

BID – “ACORN PARK PLAYGROUND REMOVAL AND INSTALLATION BID”

Mokena Community Park District
Attn: Greg Vitale, Executive Director
10925 W. LaPorte Rd.
Mokena, IL 60448

1. Preparation and Submission of Bid Proposal

It is the sole responsibility of the Bidder to see that his 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; 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.

Bidders shall return all Bid Documents, including Drawings and Specifications with the bid, and **no sheets shall be detached from any part of the Bid Documents.**

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 Bid Proposal Form. The Bid Proposal Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Proposal 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.

2. Requirement of Bidders

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; and 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 or 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 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 the Project References form provided herein, list at least three (3) projects your organization has completed in the past two (2) years, which are comparable in scope, giving the name of the project and brief project description, owner and telephone number, project cost and date of completion.

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 or its senior management 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, indicate 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 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 shall be the basis for immediate rejection of that Bidder's bid.**

3. Examination of Site, Drawings, Specifications

Each Bidder shall visit the site of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, including but not limited to the Drawings and written Specifications, and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or 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/her bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has 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 in the Specifications and Drawing(s). 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.

4. 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 Owner 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 all 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. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with 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 therefore by that Bidder on its submitted Contractor Bid Proposal 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 Mokena Community Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on 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.

5. Surety

All bids must be accompanied by a bid bond or bank cashier's check payable to the Mokena Community 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 will be returned after the decision to accept or reject bids by the Mokena Community Park District Board of Park Commissioners. The bid security of the successful Bidder and the remaining unsuccessful bidders will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Mokena Community 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 beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 10% 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 "X" 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. 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 the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

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 a default, the Owner need not return the defaulting Bidder's bid surety 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, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

6. 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.

7. Award, Acceptance and Contract

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, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

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 Proposal 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 Agreement between Owner and Contractor AIA Document A101-2007, 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.

8. 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 the 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 Contract Documents, he must submit a written request for interpretation thereof not later than three (3) days prior to opening of bids to the Park District. Address all communications to Greg Vitale, Executive Director at the Park District.

If an error or omission is discovered in the Bid Documents 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 Park District and/or 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 after the bid opening.

9. 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 prime 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 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.

10. 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 Contract 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 judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The American Institute of Architects "AIA Document A201-2007 General Conditions of the Contract for Construction," 2007 Edition, as modified by Owner, and included in this Project Manual are the General Conditions.

SUPPLEMENTAL CONDITIONS

The "General Conditions of the Contract, AIA Document A201, 2007 Edition" (the "General Conditions"), as modified by Owner, are hereby amended to include the following:

I. Insurance and Indemnity Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

- 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 \$1,000,000 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, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, its elected and appointed officials, officers, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing 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 Owner. 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 \$1,000,000 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, or a substitute form providing equivalent liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

- C. 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 Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.
- D. General Insurance Provisions.**
- 1. Evidence of Insurance.** Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner 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 Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within 10 days of Owner's written request.
 - 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. Bests Key Rating Guide. If the Bests rating is less than A VII or a Best's rating is not obtained, tile Owner has the right to reject insurancewritten 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.** Deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentionsas respects the Owner, 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 Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

E. Indemnification

To the fullest extent permitted by law, the Contractor shall waive all right of contribution and shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or 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, regardless of whether or not it is caused in part by a party indemnified hereunder. 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 Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contractor.

PROJECT OVERVIEW

A. Project Identification

Project Name: ACORN PARK PLAYGROUND REMOVAL AND INSTALLATION

Project Owner: Mokena Community Park District
10925 W. LaPorte Rd., Mokena, IL 60448

Project Location: 19925 Red Oak Drive, Mokena, IL 60448

Project Scope: Removal and disposal of existing playground, purchase and installation of new playground per specifications and installation of engineered wood fiber

1. Request the **official** equipment list, purchase quotation, footer drawings and installation directions from:

Paul Gozder
Parkreation, Inc.
815-735-1497 Cell
847-419-7744 Office
Paul@parkreation.com

2. Purchase the Little Tykes commercial playground equipment from Parkreation

Note: The Mokena Community Park District is a tax-exempt organization. Tax tax-exempt documentation will be provided to awarded bidder.

For specific questions related to the playground equipment, purchase, shipping or installation requirements, please contact Paul Gozder, Parkreation. For specific questions related to the Acorn Park site or bidding requirements, please contact Greg Vitale, Mokena Community Park District.

Equipment may be shipped directly to Park District Maintenance Garage for temporary storage, or to project site. If delivered to project site, equipment may not sit idle for more than 1 week before work commences. If delivered to Maintenance Garage, equipment may not sit idle for more than 2 weeks before work commences. It is preferred that equipment is shipped directly to contractor if expected installation commencement date isn't right away. Contractor is responsible for ensuring that deliveries include all expected contents and Contractor is responsible for resolving any shipping issues directly with the shipper and/or Parkreation.

3. Remove/set aside existing good engineered wood fiber on premises to be used later for the same project.
4. Remove, haul away and dispose of existing playground, including footings.
5. Remove, haul away and dispose of all spoils at an off-site location
6. Install new playground equipment according to official specifications and footer drawings.
7. Re-install salvaged Engineered wood fiber (EWF) and top off with enough EWF to equal at least 14" **after compaction**. EWF shall be purchased by contractor.
8. Restore landscaping with top soil and grass seed with blanket.
9. Repair any damages at park caused by construction, including concrete curbing, asphalt pathways and underground drain tile. Please make arrangements for park district staff to indicate the location of the drain tile before digging.

Commencement:

It is preferred that the playground is completed this calendar year, but the work may also take place in early spring 2025. Winter 2024/2025 work is also acceptable.

- 1) **Fall 2024 commencement** shall take place no less than 21 days after delivery of equipment.
- 2) **Winter 2024/2025 commencement** shall take place anytime.
- 3) **Spring 2025 Commencement** shall take place no later than April 15, 2025.

Bidder must indicate a commencement season on the bid form. Preference for equal bids will be given to the earliest indicated commencement.

Completion Deadline:

Substantial completion of installation shall be no later than 30 days after the start of work; restoration shall commence no later than 7 days after substantial completion of installation and take no less than 10 days.

Completion of installation in the winter shall be no later than 60 days due to Weather. An extension may be considered if weather is unseasonally poor. Restoration may take place the following spring.

Note: Current delivery window is approximately 6-8 weeks, but may be earlier.

B. Project Award Timeline

All proposals are due by 10:00am on Wednesday, September 18, 2024, at which time they will be opened and read aloud. Proposals will be reviewed and qualified by the MokenaCommunity Park District, with the intent to issue a request for Board approval for contract award at the meeting of the Board of Commissioners on Tuesday, September 24, 2024.

PROJECT DRAWINGS

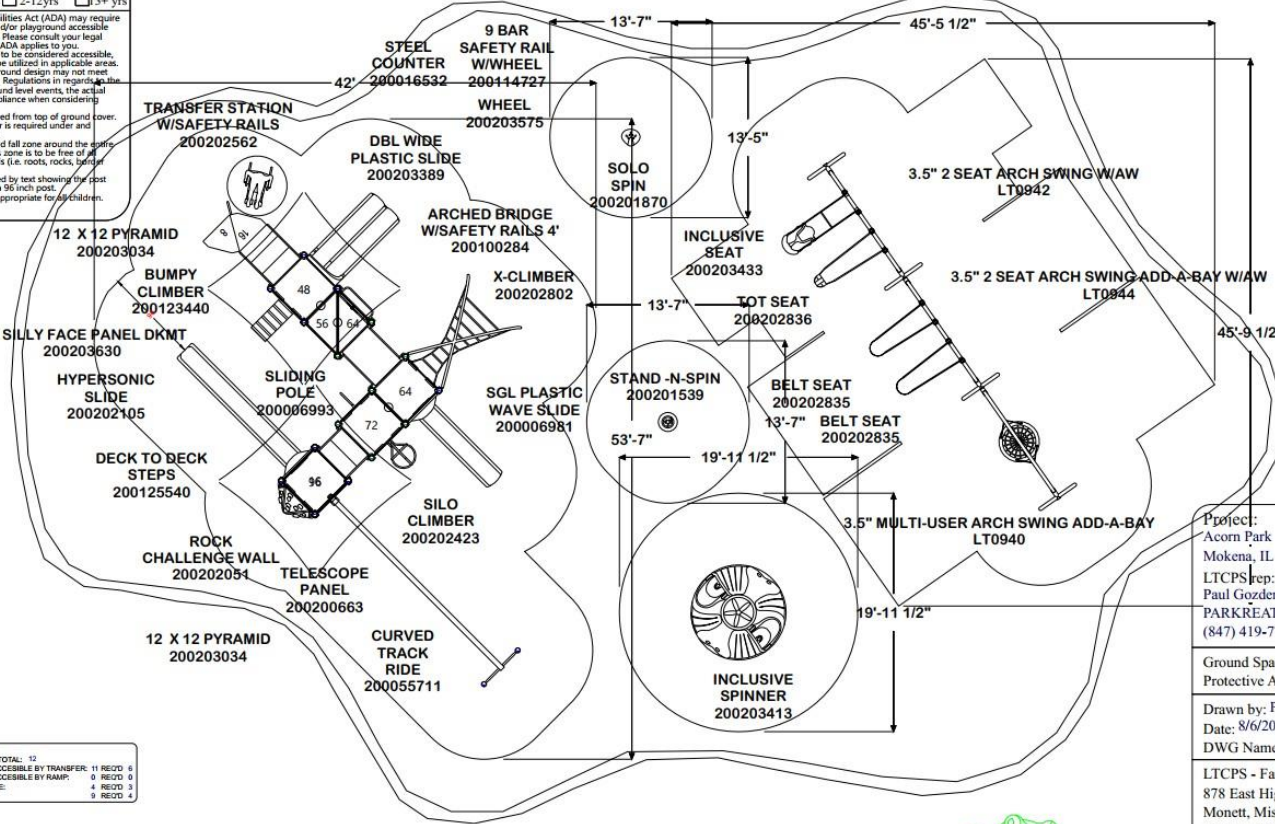




General Notes:

Age Group
 2-5yrs 5-12 yrs 2-12yrs 3+ yrs

- 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.
- For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
- Although a particular playground design may not meet the proposed Access Board Regulations in regard to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
- All deck heights are measured from top of ground cover.
- Fall absorbing ground cover is required under and around all play equipment.
- The minimum recommended fall zone around the play structure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, buried material, etc.).
- All post lengths are identified by text showing the post length, i.e. 96 represents a 96 inch post.
- Not all equipment may be appropriate for all children. Supervision is required.



AGE GROUP: 5-12	ELEVATED PLAY ACTIVITIES - TOTAL: 12
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 11
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0
	GROUND LEVEL ACTIVITY TYPE: 4
	GROUND LEVEL QUANTITY: 9

Project:
 Acorn Park
 Mokena, IL
 LTCPS rep:
 Paul Gozder
 PARKCREATION, INC.
 (847) 419-7744

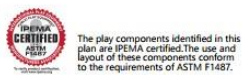
Ground Space: 76'-0" x 47'-0"
 Protective Area: 94'-0" x 59'-0"

Drawn by: Paul Gozder
 Date: 8/6/2024
 DWG Name: R0309_45510698012

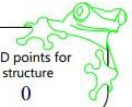
LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273

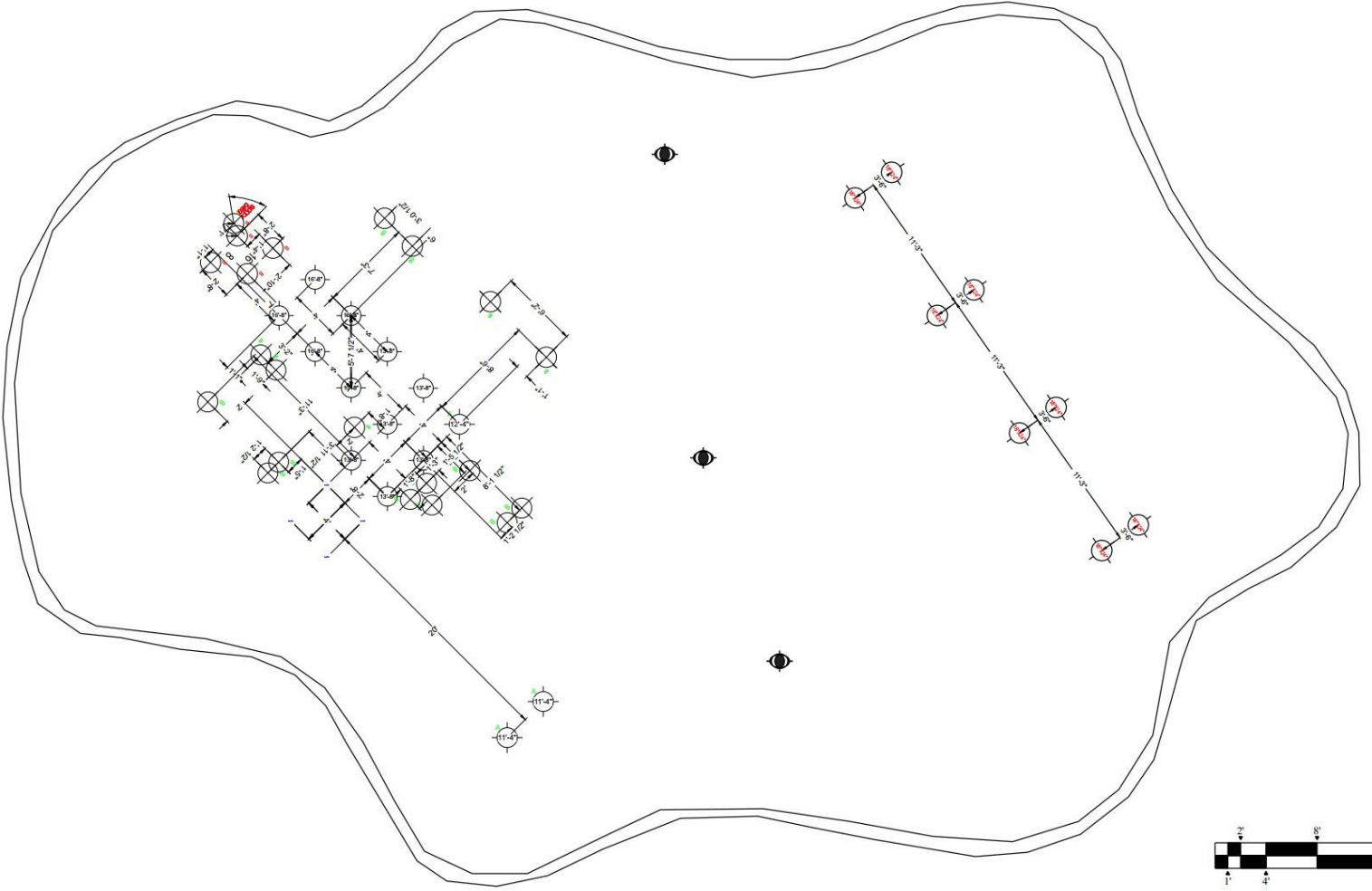
Playground Layout Compliance:

- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety
- This playground design meets the final Access Board Regulations.



LEED points for this structure
 0







SECTION 116813 – PLAYGROUND EQUIPMENT

PART 1 – GENERAL

- 1.1 Description: R0309240207 Acorn Park
- 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 Z614-20
 - 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
200006981	SLIDE WAVE KB 1625 MM/64" KB
200006993	KB SLIDE POLE 1625 MM/64"
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)
200013798	KB 136" GALV POST WITH CAP
200013810	KB 148" GALV POST WITH CAP
200013813	KB 4165/164" GALV POST WITH CAP
200016532	PANEL COUNTER F/STORE FRONT KB (STEEL)
200055711	TRACK RIDE 20' CURVED F/KB
200100284	BRIDGE ARCH 4' W/SAFETY RAILS KB

200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS
200114727	KBP SAFETY RAIL W/WHEEL MOUNT DKMT(2001
200123440	CLIMBER BUMPY 1220MM DECK F/KB
200125540	STEPS DECK/DECK 610 MM W/SFTY RAILS F/K
200200187	KB DK/DK PLATE 8"/205MM (FACES)
200200193	KB LONG DK/DK PLATE 8"/203MM (FACES)
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST
200200663	KB TELESCOPE PANEL (DKMT)
200201539	STAND N SPIN
200201870	SOLO SPINNER
200202051	KB 96" 3-D ROCK CHALLENGE WALL
200202105	KB 96" HYPERSONIC SLIDE
200202423	KB SILO CLIMBER 1830(72")
200202483	KB DECK SQUARE LARGE HOLE 11GA
200202488	KB DECK 1/2 SQUARE LARGE HOLE 11GA
200202562	KB TRANS STAT 1220 SFTY RL 11GA
200202802	KB X-CLIMB
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN
200202836	ASSY TOT SEAT F/8' SWING W/CHAIN
200203034	KB SHADE 12X12 PMID STD FAB
200203095	KB 200 POST 5" F/SHADE
200203097	KB 225 POST 5" F/SHADE
200203389	KB DBL WIDE SLIDE W/SLALOM HOOD (48")
200203413	REVOLUTION INCLUSIVE SPINNER
200203433	INCLUSIVE SWING SEAT W/CHAINS 8'
200203575	ASSY RAIL MT.ALUM.STEER.WHL.
200203630	KB SILLY FACE PANEL DKMT
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
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS
LT0940	3.5" MULTI-USER ARCH SWING ADD-A-BAY
LT0942	3.5" 2 SEAT ARCH SWING W/AW
LT0944	3.5" 2 SEAT ARCH SWING ADD-A-BAY W/AW

- 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 380MPa (55,000 psi). Minimum yield point shall be 345MPa (50,000 psi). Plastic or Aluminum caps shall fit into the 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 380MPa (55,000 psi). Minimum yield point shall be 345MPa (50,000 psi). Plastic caps shall fit into the end of the 127 mm (5") tube. After fabrication, all posts shall be painted per PPLT PAINT Specification.
- 2.3.15.3 3D ROCK CHALLENGE WALL (2235 & 2440) shall be constructed of high density polyethylene sheets. The hand grips shall be molded from a plastic resin. The steel frame is fabricated from pre-galvanized 33.4 mm (1.315") and 48.3 mm (1.875") diameter steel tubing welded with 11 gauge pre-galvanized steel brackets. 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 steel components shall be painted per PPLT PAINT Specification.
- 2.3.15.4 ARCH BRIDGE WITH SAFETY RAILS shall be a minimum of 915 mm (36") wide. Arch Bridge shall be fabricated from precision punched 13 gauge steel with 76 mm (3") formed sides. Bridge assemblies shall be vinyl dipped per PPLT PVC Specification. Safety Rails vertical rungs shall be fabricated from 1" X 3/4" FSO pre-galvanized steel tubing. The horizontal rails shall be fabricated from 33 mm (1.315") pre-galvanized steel 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 shall be painted per PPLT PAINT Specification.

- 2.3.15.5 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.
- 2.3.15.6 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.
- 2.3.15.7 DOUBLE WIDE SLIDE WITH SLALOM 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.
- 2.3.15.8 Frame shall be fabricated from 60.3 mm (2-3/8") O.D. tubing and 12 ga galv steel Tube. The frame shall be painted per PPLT PAINT Specification. Sign shall be aluminum 3003-H14 .08" thick-powder coated white with screen printed overlay. The sign is to be fastened to the frame using all stainless steel hardware and will be fully supported by the steel frame.
- 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 alluminum sheet .016" (4 mm) thick and attached with aluminum pop rivets.
- 2.3.15.11 KB ACTIVITY PANEL shall be fabricated from routed 19mm (3/4") high density polyethylene. Deck plates shall be pre-galvanized 3.0mm (.12") 11-gauge sheet steel. Various activities may include cast aluminum bells, fiberglass embedded graphics, sealed bearings, zinc plate steel shafts, and 3.0mm (.12") mirrored polycarbonate. Steel shall be painted per PPLT PAINT specification or dipped per PPLT PVC specification. Hardware used shall be stainless steel and tamper resistant.
- 2.3.15.12 KB Telescope Panels shall be fabricated from a combination of 33.4 mm (1.312") O.D. pre-galvanized steel tubing, 19mm X 25.4mm obround pre-galvanized steel tubing, and laser cut plates fabricated from 3.0mm (11 gauge) pre-galvanized sheet steel. Telescopes shall be rotationally-molded per PPLT ROTO Specification. Panels shall be painted per PPLT PAINT Specification.
- 2.3.15.13 REVOLUTION INCLUSIVE SPINNERS shall consist of an approx. 8' diameter rotational molded body that features many styles of seating and standing locations. The body and central hub shall be rotationally molded per PPLT ROTO Specification. Body shall be pre-assembled with upper and lower ball bearings mounted into laminated sheet, HDPE 3/4" thick, with bottom cover constructed of 11 ga. sheet. Post assembly shall comprise a top friction plate, half bottom friction plate, post weldment, spring, half bottom cover plate and connector stub. Top friction plate, half bottom friction plate and half bottom cover plate shall be

constructed of laminated sheet, HDPE, 3/4" thick. Post weldment shall comprise a post bottom, post shaft, bottom post plate and post friction plate. Post bottom shall be constructed of 5" tube, 11 ga., post shaft will be constructed of round, 2-3/4" tube, and bottom post plate and post friction plate shall be constructed of 3/8" black sheet steel. All steel components shall be painted per PPLT PAINT Specification.

- 2.3.15.14 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.
- 2.3.15.15 Shade Builder Pyramid, Sails, Hexagon and Umbrella Integrated into the Playground Product Specifications: ALL STRUCTURES ARE DESIGNED TO MEET THE REQUIREMENTS OF ASCE 7-05 (IBC 2006, IBC 2009, CBC2010) AND ASCE 7-10 (IBC 2012). LIVE LOAD 5 PSF-SNOW LOAD 10 PSF-DESIGN WIND SPEED 90 MPH (3-SEC GUST) EXPOSURE C (FROM ASCE 7-05)-DESIGN WIND SPEED 115 MPH RISK CATEGORY II (FROM ASCE 7-10) All tube shall conform to ASTM A500. Steel plate shall conform to ASTM A572, Fy = 50 KSI. All fabrication and erection of structural steel shall conform to the current edition of AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings". All fabrication and erection of the light gauge pipes shall conform to AISI cold-formed steel specifications. Steel welds shall conform to AWS D.1: Electrodes, Class E70XX, Low Hydrogen. Frames are to be painted per PPLT Paint Specification. Structural Steel Columns are made of 88.9 mm (3.5") O.D. pre-galvanized tubing for PB and are made of 127 mm (5") O.D. pre-galvanized tubing for KB. Structural Steel Rafters are made of 88.9 mm (3.5") O.D. pre-galvanized tubing. Shade Panels: Fabric shade cloth has been specifically developed to produce a very strong and stable outdoor fabric for use in tension structures and shade awnings. This range offers the ultimate combination of maximum sun protection plus the strength and durability to ensure maintenance-free, long life performance. Mildew and Rot resistant, Heat and hail resistant. Maintains color in all weather conditions. High Density Polyethylene (HDPE), UV stabilized with a monofilament and lockstitch sewing construction producing a fabric that will not tear or fray if cut. Available in Standard and Fire Retardant Fabric, 6 Colors in Standard Fabric and 7 Colors in Fire Retardant Fabric. Provides shade factors up to 94% and blocks up to 95% of dangerous UV solar radiation for Standard Fabric. Provides shade factors up to 86% and blocks up to 84% of dangerous UV solar radiation for Fire Retardant Fabric. Temperature reduction of up to 30 degrees. It is recommended to remove Shade fabric prior to snowfall. Structural framing may remain in place during winter months.
- 2.3.15.16 SILO CLIMBERS shall be fabricated from 42.2 mm (1.66") x 11 ga, 33.4 mm(1.315") x 11ga, and 25 mm (1.0") x 16 gauge pre-galvanized steel tubing. Plates shall be fabricated from 3 mm (.12") sheet steel. Enclosures 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 steel parts shall be painted per PPLT PAINT Specification.
- 2.3.15.17 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. Also available in post mount. After fabrication all components shall be painted per PPLT PAINT Specification.
- 2.3.15.18 SOLO SPINNER consists of an assembled post weldment, standoff weldment, & foot weldment along with a cast hub, machined spindle, bearings, and associated hardware. Post

weldment shall be constructed from 89mm (3.5") x 11 ga. pre-galvanized tubing with 9.5mm (.375") plate. After fabrication all steel parts shall be painted per PPLT PAINT Specification. Seat shall be rotationally molded per PPLT ROTO Specification.

- 2.3.15.19 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.
- 2.3.15.20 STAND N SPIN consists of an assembled post weldment, standoff weldment, & foot weldment along with a cast hub, machined spindle, bearings, and associated hardware. Post weldment shall be constructed from 89mm (3.5") x 11 ga. tubing with 6.3mm (.25") plate, & 33mm (1.3") & 25mm (1") O.D. pre-galvanized tubing (hand support). Standoff weldment shall be constructed from 114mm (4.5") x 3 ga. tubing with 9.5mm (.375") plate. Foot weldment shall be constructed from 89mm (3.5") x 11 ga. pre-galvanized tubing with 9.5mm (.375") plate. After fabrication all steel parts shall be painted per PPLT PAINT Specification.
- 2.3.15.21 Standard Belt Swing Seats shall be heavy duty construction, fabricated from 70 durometer EPDM rubber with a tempered steel insert molded inside, rendering them slash proof.
- 2.3.15.22 STEEL STORE FRONT shall be fabricated from pre-galvanized, punched 3 mm (11 gauge) sheet steel welded to pre-galvanized 33 mm (1.315") O.D. and 25.4 mm (1.0") O.D. steel tubing. Steel store front shall consist of two components: a counter and top section which can be used together to simulate a store or used independently. After fabrication the components shall be painted per PPLT PAINT Specification.
- 2.3.15.23 THE INCLUSIVE SWING SEAT shall be rotationally molded from linear low density polyethylene with molded in graphics. Attached to the seat is a reinforced polyurethane rubber bumper. The sliding latch mechanism is constructed from 6061 machined aluminum. Swing chains shall be 4/0 straight link galvanized steel.
- 2.3.15.24 Tot Swing Seats shall be heavy duty construction, fabricated from black EPDM rubber with a tempered steel insert molded inside, rendering them slash proof. Tot seat shall be fully enclosed to prevent slipping out and provide lower back support. Two sizes of leg cutouts make this seat versatile enough to accommodate larger children with special needs also.
- 2.3.15.25 TRACK RIDES 3.66m, 6.09m, 2.44m, and 1.83m (20, 12' 8", 8', 6") shall be designed to incorporate a one-piece aluminum (6063-T6 alloy) extruded beam to ease installation and reduce maintenance. The beam shall be designed to work between 3.7 m, 6.1m, 2.4 m, and 1.8m (20, 12' 8", 8', 6") post centers respectively. Rubber stops shall be provided at each end of the trolley. Track ride cross beams shall be fabricated from 48.3 mm (1.90") O.D. pre-galvanized steel tubing with a 42.2 mm (1.66") O.D. pre-galvanized internal support sleeve. The Trolley assembly shall consist of four load supporting wheels with sealed ball bearings and two lateral supporting wheels to insure that the roller assembly does not rub the sides of the beam. Track ride handle shall be fabricated from 25 mm (1") O.D. pre-galvanized steel tubing. After fabrication, the steel components shall be painted per PPLT PAINT Specification.
- 2.3.15.26 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.

2.3.15.27 VINYL CLAD BUMPY CLIMBER shall be a one piece all welded assembly coated per PPLT PVC Specification. The Bumpy Climber assembly shall be fabricated from punched 11 gauge hot rolled sheet steel. The climbing surface of the assembly shall have approximately an 86 mm (3.3") radius on each step, and a 203 mm (8") rise between steps on a 45 degree angle. The Bumpy Climber assembly shall attach to the deck edge with stainless steel hardware and shall be supported by 33 mm (1.315") O.D. x 14 gauge pre-galvanized posts at the bottom riser. Hand supports shall be fabricated from 33 mm (1.315") pre-galvanized steel tubing. Enclosure shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing, 3 mm (11 gauge) pre-galvanized sheet steel and 4.5 mm (7 gauge) sheet steel. Hand supports and enclosures shall be painted per PPLT PAINT Specification.

2.3.15.28 VINYL CLAD HALF DECK shall cover a minimum of .73 square meters (1,138 square inches) of top surface area and be a one-piece construction. 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 corner 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.

2.3.15.29 WAVE SLIDE WITH HOOD shall be rotationally molded per PPLT ROTO Specification. Plastic slide side rails shall be a minimum of 203 mm (8") high from the slide surface and slide bed way shall be designed with a 406 mm (16") minimum width. Slide bed shall be one-piece with no seams or joints. 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 components shall be painted per PPLT PAINT Specification.

2.3.15.30 X CLIMB shall be fabricated of 2 ropes consisting of six galvanized steel cables (2.5 mm O.D. each) twisted together and wrapped with 6mm of high strength polyester fiber. Each perpendicular joint shall be rigidly secured. Climbing rungs shall be fabricated from 33 mm (1.315") O.D. pre-galvanized steel tubing and painted per PPLT PAINT Specification. Climber shall be secured with a stainless steel eye nut to the deck edge and a stainless steel clevis at the bottom. Hand supports shall be fabricated from 60 mm (2.38") and 33 mm (1.315") O.D. pre-galvanized steel tubing. After fabrication steel components shall be painted per PPLT PAINT Specification.



PlayPower LT²⁷ Farmington, Inc.
 878 E. US Hwy 60
 Monett, MO 65708
 1-800-325-8828

QUOTE: R0309240207

Project: R0309_45510698012_03

Bill To:

Project Name & Location:

Prepared by:

Attn: Acorn Park
 Mokena, IL 60448

Parkreation Inc

27 E. Palatine Road
 Prospect Heights, IL 60070 USA
 847-419-7744 (phone)
 847-419-7747 (fax)
 paul@parkreation.com

Quote Number: R0309240207

PlayArea_1

Product line: KidBuilders

Age group: 5-12

Global defaults

Aluminum Steering Wheel	AZURE
KB Accent Color	TROPICAL YELLOW
KB CLAMP	TROPICAL YELLOW
KB Overhead Color	AZURE
KB Pnl/Crwl Tunnel Clr	CYAN
KB Slide/Float Stone Clr	CYAN
KB Vinyl color	Gray
KB/Jeep Ground Cover	Buried
Kid Builder Post Color	LIGHT GRAY
Laminated Panel	BLUE-SAND-BLUE
PlayShade Fabric Color	Laguna Blue Std Fabric

Components

28

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200006981	SLIDE WAVE KB 1625 MM/64" KB	1	156.00	52.33		
200006993	KB SLIDE POLE 1625 MM/64"	1	63.00	15.00		
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1	3.00	0.36		
200013798	KB 136" GALV POST WITH CAP	2	59.00	3.00		
200013810	KB 148" GALV POST WITH CAP	1	64.00	3.20		
200013813	KB 4165/164" GALV POST WITH CAP	7	71.00	3.60		
200016532	PANEL COUNTER F/STORE FRONT KB (STEEL)	1	59.00	13.07		
200055711	TRACK RIDE 20' CURVED F/KB	1	124.00	17.02		
200100284	BRIDGE ARCH 4' W/SAFETY RAILS KB	1	268.00	9.07		
200114727	KBP SAFETY RAIL W/WHEEL MOUNT DKMT(2001	1	51.00	4.00		
200123440	CLIMBER BUMPY 1220MM DECK F/KB	1	159.00	12.94		
200125540	STEPS DECK/DECK 610 MM W/SFTY RAILS F/K	1	200.00	34.00		
200200187	KB DK/DK PLATE 8"/205MM (FACES)	2	15.00	0.40		
200200193	KB LONG DK/DK PLATE 8"/203MM (FACES)	1	21.00	0.50		
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1	10.00	0.00		
200200663	KB TELESCOPE PANEL (DKMT)	1	60.00	4.00		
200202051	KB 96" 3-D ROCK CHALLENGE WALL	1	260.00	40.00		
200202105	KB 96" HYPERSONIC SLIDE	1	255.00	80.00	3,942.00	3,942.00
200202423	KB SILO CLIMBER 1830(72")	1	185.00	78.00	2,229.00	2,229.00
200202483	KB DECK SQUARE LARGE HOLE 11GA	5	116.00	9.86	1,331.00	6,655.00
200202488	KB DECK 1/2 SQUARE LARGE HOLE 11GA	2	66.00	7.55	818.00	1,636.00
200202562	KB TRANS STAT 1220 SFTY RL 11GA	1	378.00	30.58	4,164.00	4,164.00
200202802	KB X-CLIMB	1	75.00	12.00	5,955.00	5,955.00
200203034	KB SHADE 12X12 PMID STD FAB	2	405.00	14.60	5,735.00	11,470.00
200203095	KB 200 POST 5" F/SHADE	4	112.00	1.10	713.00	2,852.00
200203097	KB 225 POST 5" F/SHADE	4	126.00	1.30	818.00	3,272.00
200203389	KB DBL WIDE SLIDE W/SLALOM HOOD (48")	1	160.00	70.00	1,757.00	1,757.00
200203575	ASSY RAIL MT.ALUM.STEER.WHL.	1	3.00	1.30	311.00	311.00
200203630	KB SILLY FACE PANEL DKMT	1	80.00	9.50	1,581.00	1,581.00

PlayArea_2

Product line: Traditional Play

Age group: 5-12

Global defaults		29
BASKET SEAT ROPE CLR		BLUE
Belt Swing Seat Color		Blue
Inclusive Seat Clr		CYAN
SWING GROUND COVER		Buried
SWING LEG		LIGHT GRAY
SWING TOPRAIL		AZURE
Tot Swing Seat Color		Blue
Us/Csa Labels For Swings		US Swing Label

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	2	18.00	0.50		
200202836	ASSY TOT SEAT F/8' SWING W/CHAIN	1	21.00	1.00		
200203433	INCLUSIVE SWING SEAT W/CHAINS 8'	1	45.00	20.10		
LT0940	3.5" MULTI-USER ARCH SWING ADD-A-BAY	1	201.00	81.00		
LT0942	3.5" 2 SEAT ARCH SWING W/AW	1	302.00	0.00		
LT0944	3.5" 2 SEAT ARCH SWING ADD-A-BAY W/AW	1	196.00	0.00		

PlayArea_3

Product line: Traditional Play

Age group: 5-12

Global defaults

Rev Spin Body	LIGHT GRAY
Rev Spin Handle	CYAN
Solo Spin Plastic Clr	CYAN
Solo Spin Post Clr	LIGHT GRAY
Spinner Component Mounting	Buried
Stand-n-Spin Clr	AZURE

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200201539	STAND N SPIN	1	118.00	19.90		
200201870	SOLO SPINNER	1	38.00	3.50		
200203413	REVOLUTION INCLUSIVE SPINNER	1	1,000.00	400.00		

RiskSign_Included

30

Product line: Park Service

Age group:

Global defaults

RISK MGNT SIGN CLR

LIGHT GRAY

Components

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH	1	0.00	10.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Volume	Unit Price	Total
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	3	0.00	0.00		
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	1	0.00	0.00		
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	3	0.00	0.00		
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5	385.00	0.00		
925603	LABEL P/C (5 TO 12 YRS) PPLT	3	1.00	0.00		
925603	LABEL P/C (5 TO 12 YRS) PPLT	1	1.00	0.00		
925960	THUMB DRIVE 2GB - PPLT	1	0.00	0.00		
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00		

Totals:

Equipment Weight: 9,639.00 lbs

Equipment Volume: 1,158.57 ft³

Equipment List:

Discount Amount:

Products Subtotal:

Products by Other:

Installation:

Freight:

Estimated Sales Tax*:

Grand Total:

NOTE:

1. * Applicable sales taxes will be confirmed once order and any tax certificates are received
2. † Denotes drop ship item.
3. Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.
4. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.
5. If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.
6. The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By	Printed Name and Title	Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____ Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

C. Storage

Where materials and equipment must be stored on-site, Contractor is to provide a secure area to minimize opportunity for theft and vandalism. Contractor shall comply with the manufacturer's recommendations for product handling of materials. Contractor is responsible for any missing items that are stored, including any items missing as a result of theft.

D. Safety and Cleanliness

It is the intention of the Park District to provide park patrons with the safest possible travel around the construction zone. Parking lots and pathways must be kept free of mud and debris at all times. The Contractor will be sure the site is left in a safe condition at the end of every work day.

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from paving operation.
- B. Sweep paved areas and wash free of stains, discolorations, dirt and other foreign material immediately prior to Final Acceptance inspection.
- C. Before acceptance by the Owner and final payment all work shall be inspected by the Owner, Owner Representative, and the Village of Mokena.
- D. Safely secure all equipment daily; caution tape or fence incomplete construction area.
- E. Add clearly legible safety/caution signage where applicable.

E. Responsibility

The Contractor for installation shall be responsible for complying with all local codes and securing all permits required by the Village of Mokena, unless otherwise agreed to by the Mokena Community Park District. Any Contractor performing work in the Village of Mokena must obtain a Contractor's license from the Village of Mokena's Building Department.

Prior to the commencement of any work, the Contractor shall notify all public and private utility companies which may have facilities in the area before construction begins. The Contractor shall make necessary arrangements for having these companies protect, brace or move their facilities as may be necessary for construction of the improvements. Costs incurred due to the moving or protection of utilities or in satisfying the requirements of the utility companies shall be incidental to the cost of the proposed improvements. The Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of the information shown on the Contract Documents relative to the location of underground facilities or the manner in which they are to be removed or adjusted. The Contractor shall be responsible for locations of all underground utilities and will be liable for property damage done to utilities.

The Contractor shall leave the site safe, clean and free from debris. A dumpster, if needed, shall be provided by the Contractor at his own expense for the proper disposal and removal from the site of all refuse and construction materials and shall be listed as a unit cost of the project. If the Contractor fails to remove any debris, rubbish or waste materials within five (5) days of written notice to clean the site, the Owner may remove

the materials and charge the cost thereof to the Contractor.

Contractor shall be responsible for the costs and repairs to the Owner's satisfaction, any damage which includes but is not limited to pavement, grounds, curbs, plantings, trees, or facility equipment caused by the Contractor's negligence.

F. Abandonment

Should the Bidder abandon or neglect their work, or if the Owner at any time is convinced that the work is unreasonably delayed, or that the conditions of the contract are being willfully violated, or executed carelessly, or in bad faith, the Owner may notify the Bidder in writing, and if their notification be without effect within twenty-four (24) hours after the delivery thereof, then and in the case the Contractor shall discontinue all work under the contract and the Owner shall have full authority to make arrangements for the completion of the contract at the expense of the Bidder.

G. Guarantee

The Contractor shall be wholly responsible for any materials or workmanship found to be defective or not meeting specifications, and any repairs to said work will be undertaken at the Contractor's expense. This guarantee shall cover a period of one year from date of substantial completion.

H. Contractor's Installation Documentation

Contractor shall provide written declaration to the Owner that all work complies with installation specifications. Any work not conforming to the specifications shall be removed and/or corrected at no additional cost to the Owner.

BID PROPOSAL

Bidder is:

An Individual:

By: _____ (SEAL)
(Individual's Name)

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership:

By: _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation:

By: _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

Title: _____ Attest _____
(Secretary)

(CORPORATE SEAL)

Business Address: _____

Phone Number: _____

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

1. 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;
2. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
3. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - Furnish all bonds and insurance required by the Contract Documents;
 - Accomplish the Work in accordance with the Contract Documents; and
 - Complete the Work within the time requirements as set forth in the Contract Documents;
4. 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;
5. 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;
6. To furnish Performance/Labor and Material Payment Bond in accordance with the Instructions to Bidders;
7. To furnish a Bid Bond in accordance with the Instructions to Bidders;
8. 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;

ADDENDA RECEIPT

The Contractor acknowledges receipt of the following Addenda and has incorporated provisions within this proposal (Bidder to fill in appropriate spaces):

Addendum Nu. ___ Dated _____

Addendum Nu. ___ Dated _____

Addendum Nu. ___ Dated _____

Addendum Nu. ___ Dated _____

The undersigned agrees to execute a Contract for their work and present the same to the Owner within five (5) days after the date of written notice of the award of the Contract. The undersigned further agrees that they will commence work not later than ten (10) days after written notice to proceed and execution and approval of the Contract and the Contract Bond(s) unless otherwise provided, and will diligently prosecute the work in such a manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

Accompanying this bid is a bid security complying with the requirements of the Contract Documents, for ten percent (10%) of the total base bid price.

The amount of the bid security is:

_____ (Contractor to fill in Amount)

If this Bid is accepted and the undersigned fails to execute a Contract as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay of said Contract. In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids and it is agreed that this Bid may not be withdrawn during the period of days provided in the Contract Documents. The Bidder agrees to perform all the work described in the Contract Documents for the following price. All substitutions or deviations from the specifications must be noted and attached to this bid document. Bidder is to fill in the amount in both numbers and words. In the event of a discrepancy, the amount shown in words shall govern.

Total Lump Sum Bid \$ _____

Dollar Amount in Writing _____

Commencement Season _____

Fall 2024, Winter 2024/2025 or Spring 2025

CONTRACTOR STATEMENT OF EXPERIENCE

List three (3) park district, school, municipal or equivalent playground installations that your organization has completed within the last two (2) years.

1. Company Name:

Contact Person:

Phone:

Email:

Project Description:

Date of Completion:

2. Company Name:

Contact Person:

Phone:

Email:

Project Description:

Date of Completion:

3. Company Name:

Contact Person:

Phone:

Email:

Project Description:

Date of Completion:

LISTING OF SUBCONTRACTORS

The following list includes all subcontractors who will perform work representing five percent or more of the total base bid. The Bidder represents that the subcontractors are qualified to perform the work required.

	Category/Trade	Subcontractor Name	Address
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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.
- 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, in addition, voids the Contract and allows the Owner, a governmental 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 on 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 Mokena Community 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.

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public worksproject 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 Mokena Community Park District that **[Contractor/Subcontractor must complete eitherPart A or Part B below]:**

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employeesnot covered by a collective bargaining agreement that deals with the subject of the Act awritten 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 on 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)

Signature of Authorized Representative

Dated:_____

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 on 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)

Signature of Authorized Representative

Dated:_____

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at:

As required by the Prevailing Wage Act, any and all such revisions supersedes the Illinois Department of Labor'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.