

LINCOLNWOOD PARKS & RECREATION BOARD MEETING
Tuesday, December 11, 2012, 7:30 pm
Lincolnwood Village Hall – Council Chambers

AGENDA

- I. Call to Order
- II. Approval of Minutes of the October 8, 2012 meeting
Approval of Minutes of the November 13, 2012 meeting
- III. Audience Participation
- IV. Letters/Notes from the Public
- V. Old Business
 - A. Handicapped Accessible Street Access to Parks
 - 1. O'Brien Park
 - 2. Rossi Park
- VI. New Business
 - A. Springfield Park Playground Bid Recommendation
- VII. Chairperson's Report
- VIII. Commissioners' Report
- IX. Director's Report
- X. Recreation Staff Reports
 - A. Supt. of Recreation – Jan Springer
 - B. Supt. of Parks & Facilities – Andy Thurman
 - C. Community Center Program Supervisor – Katie Smith
 - D. Community Outreach Coordinator – Genelle Iocca
 - E. Youth Program Coordinator – Melanie Unterfranz
- XI. Adjournment

Posted: December 6, 2012



Lincolnwood Park and Recreation Board Meeting

Lincolnwood Village Hall – Council Chambers

October 9, 2012

Draft Minutes

CALL TO ORDER

The meeting was called to order at 7:31 P.M.

PRESENT AT MEETING

Park Board Members: Gail Ito, Judy Snyder, Laura Tomacic, Art Lovering

Parks and Recreation Department Staff: Jan Hincapie, Jan Springer, Andrew Thurman, Katie Smith, Melanie Unterfranz

Village Board Liaison: John Swanson

Village Officials: Mayor Turry, Beryl Herman,

Audience: Paul Eisterhold, Plan Commission (arrived late)

APPROVAL OF MINUTES

On motion Ito/Tomacic to approve the regular meeting minutes of the September 11, 2012 meeting. 4-0, motion passed.

AUDIENCE PARTICIPATION

Eisterhold addressed the Park Board representing the Plan Commission. Mr. Eisterhold wanted to clear up any misunderstandings and answer any questions the Park Board has related to the procedures followed by the Plan Commission. The Plan Commission has tried to make meetings accessible to everyone. In the past, announcements have been posted in the newspaper and sent letters to addresses within a certain number of feet of subject property. Additionally, signs are posted on the subject property and agendas are posted on the Village website. The Plan Commission was aware of the proposed bike route on the railroad right of way and the proximity to the proposed relocation of Shore Galleries.

Snyder – Would like Hincapie to educate Mr. Eisterhold on the long history related to the bike path project.

Hincapie – The plan was included in the 2005-2006 Master Plan, which is on the website.

Eisterhold – The bike path is not considered a park.

LETTERS TO THE DEPARTMENT

None

OLD BUSINESS

A. 2012 Summer Day Camp Report

Springer, Smith and Unterfranz presented overview of the 2012 Summer Day Camp program. Staff recommended no fee increase for the 2013 day camp season.

Hincapie – District 219 is proposing a change to their school year schedule that will impact staffing for both camps and the pool. The proposed change is outlined on the District 291 website. Please read it and provide feedback.

On motion, Ito/Tomacic recommends to accept the 2013 Summer Day Camp final report with staff recommendations to extend the Alltown Bus Service, Inc. contract for one year and impose no fee increase for day camp fees for the 2013 program. 4-0, motion passed.

B. Shore Galleries

Snyder – Chairperson Gratch stated at the September meeting that Park Board members were encouraged to clear the air if they felt there were inaccurate statements made regarding the Park Board. Gratch, as Park Board Chairperson, gave a written statement to Village Manager Wiberg clarifying Shore Galleries was misrepresenting the Park Board. Gratch was told Mr. Wiberg would read the statement at the Village Board meeting. Snyder watched the meeting on TV. The statement was read at the end of the meeting during the Village Manager's report after the vote was cast not during the pertinent discussion regarding Shore Galleries. For those watching the meeting on TV, you did not have all of the information.

Mayor Turry rose to speak. Commissioner Snyder stated, "call to order" which stopped the discussion.

C. Grant for Skate Park at Springfield Park

Snyder looked back in her notes from the Skate Park Task Force (April 2009) and found Springfield Park was noted as a good location for a skate park. What is the status of funding this project through a grant?

Hincapie – 2010-11 the Village was awarded a grant for \$50,000 for park improvements. The Department of Community and Economic Development was the originator of the grant, but we have had no luck getting the money. The current park improvement project is budgeted for \$120,000. The project may be done for less than \$120,000 with alternates bid for above ground features. Skokie is doing a large dog park; we don't want to duplicate anything they are doing. If we find money, we will present to the Park Board for consensus of the group.

Lovering – There is a meeting next Tuesday in Skokie. If there is no skate park, then the whole Village becomes a skate park.

NEW BUSINESS

A. ADA Project Update

Hincapie – the Americans with Disabilities Act is 20 years old. A requirement of the ADA is entry to all facilities or a transition plan for ADA accessible entry into all facilities. Recent requirements include the two pool lifts and an accessible path at Lincolnwood Centennial Park.

Snyder – The entrance to the Community Center is still very difficult for patrons to use. The ramp is a barrier for many people. Keep this in the forefront for planning purposes.

1. O'Brien Park Ramp Access

Snyder – Handicap accessible entrances at other parks were put in at existing entrances to the park. The entrance at O'Brien Park cuts into the play area. This park was specifically designed at the request of a tot camp that was held there. The supervisor felt the area needed to be blocked off because of the busy stop sign at the corner. I've already watched a child run into the street after exiting the park at this new entrance. It is not safe. We have no money for some things but we had money to do this, which also cuts into the amount of street parking. The curb in front of the fire hydrant is not painted yellow. I make a motion for the fence to be replaced immediately. It's not safe. Leave the curb cut there or move it. They have destroyed the fence and the berm. I do not think we should hold a camp at O'Brien Park due to safety concerns.

Lovering – We have this situation at Proesel Park – it empties onto Pratt from the playground. This seems to be more of a management issue than something for an advisory board. The split rail fence is not really for safety/security purposes. It was never considered a safety fence.

Ito – What did the ADA advise?

Hincapie – I had M-NASR come out and look at it. They brought a wheelchair and felt the location was appropriate. It is typical of other parks. It's not safe to exit a car at an intersection. They looked at other exit points in the fence, but the existing points either had trees or a manhole as barriers. I consulted with Police Chief LaMantia and he did not feel concerned from a safety standpoint. I contacted Village Engineer Steve Beresz to see if a traffic study was necessary. This concern was taken very seriously. I understand, respect and appreciate allowing someone to safely exit a car and enter into a park.

Lovering – You wouldn't want access on Chase; no stop sign and traffic moves too fast.

Hincapie – Went to other parks to see where access is needed. We have done four parks allowing accessibility to everyone.

Snyder – I appreciate the information but want to see the fence replaced. It is very unsafe. I recommend reinstalling the split rail fence to its previous condition at O'Brien Park.

Ito – Can you put a gate there?

Hincapie – That would be an additional expense. I'm not sure what would be considered an accessible access point with a gate, but I will look into it.

Lovering – Let's table this discussion until the November meeting. Between now and then, I encourage board members to visit the site.

Hincapie – I will look into ADA accessible gates and report back in November.

CHAIRPERSON'S REPORT - None

COMMISSIONERS' REPORTS - None

DIRECTOR'S REPORT

Received information on "diastat acudial" gel. This is a rectally administered medication for seizures. An SRA is being sued for not administering the medication. Will keep you updated on the situation and impending changes as related to M-NASR support.

Going out to RFP for tennis providers. Staff is meeting with District 219 on 10/10 to discuss what tennis coaches are looking for in upcoming players.

Lovering – Are you looking to District 219 for a tennis provider list?

Hincapie – No, we met with Skokie and want to meet with Morton Grove to make sure we are all on the same page as feeder schools into District 219.

Snyder – District 219’s philosophy seems to focus on competition while ours is more inclusive. How do you address this?

Hincapie – It is our responsibility to do both by offering a comprehensive program in line with their coaching philosophy for tennis instruction and day camp lessons.

Tomacic – Do we do this for other providers like Zumba and yoga?

Hincapie – Some areas of passing trends. We are doing our due diligence. This is standard for other departmental services within the Village. We are testing the market place.

Tomacic – Continuity is important for children in the program. What is the timeframe of this?

Hincapie – It depends on the timing, perhaps summer.

Hincapie – There was a deceased person in Lincolnwood Centennial Park. The case has been closed by the Illinois State Police, and it appears it was a missing person/suicide.

STAFF REPORTS

A. SUPERINTENDENT OF RECREATION – JAN SPRINGER

As noted in report.

B. SUPERINTENDENT OF PARKS AND FACILITIES – ANDY THURMAN

Centennial Park grand opening will be held on Tuesday, October 16 beginning at 5:30pm. All are invited to attend the short ribbon cutting ceremony. Chris Quill started as our new Clerk/Receptionist. Stop in and say hello.

C. COMMUNITY CENTER PROGRAM SUPERVISOR, KATIE SMITH

As noted in report.

D. COMMUNITY OUTREACH COORDINATOR, GENELLE IOCCA

No report submitted.

E. YOUTH PROGRAMS COORDINATOR, MELANIE UNTERFRANZ

As noted in report.

ADJOURNMENT

On motion, Snyder/Ito to adjourn the meeting at 9:06 P.M.

Park Board Minutes prepared by: Jan Springer, Superintendent of Recreation

Parks and Recreation Board President:

Signature

Date



Lincolnwood Park and Recreation Board Meeting

Lincolnwood Village Hall – Council Chambers

November 13, 2012

Draft Minutes

CALL TO ORDER

The meeting was called to order at 7:34 P.M.

PRESENT AT MEETING

Park Board Members: Gail Ito, Judy Snyder, Art Lovering, Barry Bass, Laura Tomacic (arrived at 7:50pm)

Parks and Recreation Department Staff: Jan Hincapie, Jan Springer, Andrew Thurman, Katie Smith

Village Board Liaison: None

Village Officials: Beryl Herman, Village Clerk

Audience: None

APPROVAL OF MINUTES

Approval of minutes tabled until the December 11, 2012 meeting due to corrections to the draft minutes.

AUDIENCE PARTICIPATION

None

LETTERS TO THE DEPARTMENT

We received a thank you from M-NASR for sponsoring a shared hole at the golf outing for \$75. LiPoni Dinner is the first Saturday in March if anyone would like to attend.

OLD BUSINESS

A. 2012 Aquatic Report

Thurman presented the report. Areas of note include:

- Implemented a new colored flag system for facility closings in response to a resident request.

Lovering – Could this be done electronically by posting closures on the website?

Thurman – That is hard to do hour-by-hour. Announcements would need to be dated and timed. We do change the voicemail at the pool.

- No closures due to high attendance numbers
- June and September attendance numbers were high
- Resident individual pool memberships were up from last year
- Family of three and four remain the highest resident and non-resident passes sold
- Swim team won their 8th Division A title in Buffalo Grove
- Expanded private swim lesson program to accommodate participants on waitlists
- Capital equipment in the concession stand increased due to malfunctions requiring service and replacement
- Sold eight business passes for a total of \$1,871 in revenue
- May propose a change in lifeguard providers for 2013 at December meeting

Bass – Expand on what a business pass is.

Thurman – Passes sold to businesses licensed in Lincolnwood.

Hincapie – Business passes are priced between resident and non-resident passes.

Bass – Can they bring guests in?

Thurman – Yes, they can bring guests in but must pay the guest rate.

Hincapie – We need to look at the bathhouse for a possible OSLAD grant.

Thurman - Recommendations for 2013 include:

- Increasing non-resident pool fees by 3%
- Cap non-resident passes at 2,000
- Decrease business passes to 100

Discussion points include bringing outside food into the facility and should we open on weekends in September?

Bass – It's vital to a large segment of the population to bring food in. There are a lot of dietary needs unless the concession stand can supply the food in a controlled proper manner.

Snyder – I like being able to bring in what you want to bring in. Would little coolers be easier? Lockers outside or wire lockers inside may help.

Gratch – Could the grassy area be for people who bring food in and the seats left open for those that pay for food at the concession stand?

Bass – You can't segregate people with dietary needs.

Gratch – Do we need a few more tables in the pod areas?

Thurman – It was better this year than last year but still a concern of staff. Will look into the lockers. As for opening on the weekends in September, it costs an average of \$2,100 per week for chemicals, \$1,400 per day for staff, \$1,000 per month for natural gas.

Ito – Probably hard to find staff with schools in session and athletics starting. Cost prohibitive to remain open.

Snyder – Could you open for Memorial Day?

Ito – It's historically very cold.

Tomacic – Would you have enough staff to open on Memorial Day?

Thurman – Memorial Day would conflict with training.

Ito – You never know what will happen with the weather.

Lovering – Maybe consider one weekend in September if it's feasible but if numbers say you can't then it doesn't make sense.

Hincapie – You need to pay staff a premium if they stay.

Tomacic – What would the latest date be you could decide to keep the facility open in September? Check weather, staff, etc.

Thurman – August.

Ito – Are you sure you want to set a goal of increasing resident passes by 2%? Why not say 1%?

Snyder – Happy to see business passes go down. As things play out, keep the board in the loop.

Gratch – We can attend the budget meetings at the Village Board level.

On motion, Ito/Tomacic moves to accept the 2012 Proesel Park Family Aquatic Center report and the 2013 recommendations as presented. 6-0, motion passed.

B. 2013 Park Board Meeting Dates

Hincapie - Presented 2013 meeting dates. Start time for meetings will be 7:00pm.

On motion, Tomacic/Lovering moves to approve the 2013 Park and Recreation Board meeting dates with a start time of 7:00pm as presented. 6-0, motion passed.

C. O'Brien Park Handicapped Accessible Street Entrance

Hincapie gave an overview of November 10, 2012 memorandum which was included in the board packet.

Snyder – My main concern is that the berm and fence were meant to keep kids in the play area.

Thurman – Looked at East Prairie – was too close to the sewer. Looked at Chase but would have needed to be on an angle.

Snyder – At Rossi the entrance goes straight into the berm. Could have put at the entrance. I question the validity of how carefully you looked at these.

Thurman – Will check tomorrow but I believe the decision was based on the roots.

Snyder – That is outrageous at O'Brien Park.

On motion, Snyder/Bass moves to recommend replacing the fence at O'Brien Park.

Snyder – Don't appreciate this being listed as outside my house.

Hincapie – You worded it that way in an email.

Snyder - What criteria was used to put the entrance mid-block?

Hincapie – It was recommended to be placed away from an intersection.

Lovering – There is a lot of north/south traffic on East Prairie and at Jarloth and Touhy.

Snyder – People fly through. Some stop but it's busy at the corner. It hurts me. I am an ADA advocate but this makes me sad. M-NASR is just creating customers.

Lovering – Has the curb been painted for no parking?

Thurman – Yes

Snyder – Summer traffic and parking is different than now. Had anyone asked or mentioned this project we could have thought about it more. Put the berm back if you want to make it nice.

Tomacic – What is the expense?

Thurman – Would have to find out. Would require two posts plus labor.

Ito – Then you are destroying the ADA entrance.

Snyder – Rossi playground is behind the sign and the berm.

Lovering – It's odd to have a fence across a sidewalk.

Snyder – There is no money to fix the concrete and the berm.

Ito – I don't see how unsafe this is.

Gratch – It's the same type of fence at Proesel Park.

Smith – There is a break in the fence at Proesel Park.

Snyder - O'Brien had a physical barrier.

Tomacic – Don't see how this is different.

Snyder – It's frustrating that this is done. Why are some things OK, but other things we would like to do we can't because we have no money?

Hincapie – We thought we were doing a good thing. This was part of the sidewalk replacement project. How much do we involve you as the board in the day to day operations? I'm happy to give you more detail. What are you comfortable with? I don't want this to become personal.

Snyder – I do not want to micromanage, but it's clear there was disregard with your decision.

Gratch – I believe in making choices with good intent. I don't want to vote on safety if it's not the truth. Can I sleep at night with my decision? I don't know if there is truth in it being unsafe. Do we need to make the decision now? I prefer not to vote. I want to know if it's really unsafe.

Snyder – How do we know?

Ito – There aren't specific guidelines.

Hincapie – I can gather more information. I want you to feel comfortable.

Gratch – Look at other communities and whether or not they use safety fences.

Lovering – Does the board want more information? Glad Snyder said she has issues with safety concerns. I see it more as an entryway than a point where children are likely to run out. I don't see it as an invitation. A fence over the sidewalk presents a safety issue. My vote is no.

Hincapie – Check safety consultant, other ADA consultants.

Lovering – Check with the Chief of Police.

Snyder – Ask the Chief of Police how many parking tickets at the stop sign at Chase and East Prairie have been issued.

Gratch – Do we need to vote? Take the motion off the table?

Ito – When is O'Brien slated for renovation?

Hincapie – Within the next two years.

Snyder – Postpone vote until the December 11 meeting.

Gratch – Look at other community parks between now and then. Hincapie will look into the traffic on East Prairie, Chase and Jarloth.

Ito – Should we table until February and talk to people at conference related to the ADA. See what other park districts are doing?

Gratch – Let's bring it back next month.

Hincapie – I will need to look into who we can get as a safety consultant. Will put on next month's agenda.

NEW BUSINESS

A. Phase II Bike Path Documents

Hincapie – Phase I engineering is completed for both the Union Pacific and Com Ed properties. Com Ed is leased land. A study of the old railroad bed is currently taking place. Hoping for a lease by January. The U.P. project has been approved by Springfield. Hired the appraiser. We need to get through Phase II construction drawings and environmental testing. Need approval on the adoption of a resolution to approve the enclosed local agency agreements and engineering agreements for Phase II or both projects. This will be brought to the Village Board on November 20, with a December 1 deadline for documents in Springfield. Looking to bid the projects in late 2013 or early 2014. Met with Skokie; they are farther in the process than we are since they are not using grant money for the first phase. They are not going to develop the north end of the U.P. to meet up with ours. Chicago is developing the southern mile. We have been interviewing structural engineers for the overpass over Touhy.

Lovering – If Skokie and Chicago are both completed it may put more pressure on the state to approve our link between the two.

Snyder – Skokie is not interested in hooking up with our bike path?

Hincapie – Our trail will run from Devon to Touhy. They are not interested in purchasing the small piece of land that would connect them. They want people to ride over to the channel and use that trail. Lining and signing of bike lanes should be done in Lincolnwood by 2015.

Bass – What is the estimated cost of the overpass?

Hincapie - \$1.5 million. The grant will cover \$1.2 million. It is an IDOT project so they pay 80% and then bill us for 20%.

On motion, Ito/Snyder moves to recommend the adoption of a resolution approving the local agency agreements and engineering agreements for Phase II of the Union Pacific and Com Ed bikeway projects. 6-0, motion passed.

B. IAPD Credentials Certificate

Hincapie – Is anyone interested in representing Lincolnwood Parks and Recreation Department at the IAPD annual meeting on January 26 at conference. Will table this item for discussion at the December 11 meeting.

CHAIRPERSON’S REPORT

It is important as board members to keep eyes and ears open regarding the bike paths. There has been talk that it is a “transportation highway” not a park. It’s important to listen for anything going on that may impact the plans such as the Purple Hotel, Shore Galleries. It’s important that we consider it park interest.

Lovering – I’ve spent time on the Com Ed property and am amazed at how many people use the pathway. There are little bridges built, so it’s already being used by patrons. There is an access point at the south side of Goebelt Park with access right in.

COMMISSIONERS’ REPORTS - None

DIRECTOR’S REPORT

IPRA Conference is January 24-26 at the Hyatt downtown (Wacker Drive). Prices go up drastically after November 30. Let Jan Hincapie know if you plan to attend. Have experienced challenges closing out the Lincolnwood Centennial Park project. The general contractor has bounced checks to subcontractors. I have notified IDNR that we may not make the December 31 deadline. IDNR recommended applying for a one year extension.

Lovering – Any impact on other grants such as the bike paths?

Hincapie - No

STAFF REPORTS

- A. SUPERINTENDENT OF RECREATION – JAN SPRINGER**
Congratulations to Katie Smith on passing the Certified Parks and Recreation Professional exam! Total of 1,361 participants registered for the Turkey Trot to date. Looking forward to a great race day on Sunday!
- B. SUPERINTENDENT OF PARKS AND FACILITIES – ANDY THURMAN**
Fall softball ends tomorrow (11/14/2012).
- C. COMMUNITY CENTER PROGRAM SUPERVISOR, KATIE SMITH**
Looking forward to Sunday! Still accepting volunteers.
- D. COMMUNITY OUTREACH COORDINATOR, GENELLE IOCCA**
As noted in report.
- E. YOUTH PROGRAMS COORDINATOR, MELANIE UNTERFRANZ**
As noted in report.

ADJOURNMENT

On motion, Snyder/Tomacic to adjourn the meeting at 9:30 P.M.
Park Board Minutes prepared by: Jan Springer, Superintendent of Recreation

Parks and Recreation Board President:

Signature

Date



MEMORANDUM

TO: Parks and Recreation Board

FROM: Jan Hincapie, Director of Parks and Recreation

DATE: December 7, 2012

RE: Handicapped Accessible Street Access – O’Brien Park

In recent months Andy has worked with the Public Works staff, as part of their sidewalk replacement program, to install street access ramps and sidewalks in parks for use by disabled individuals. The goal is to provide handicapped access from the street via a ramp and sidewalk mid-block, so disabled individuals can exit their car away from an intersection and make their way into the park.

Prior to and at the October Park and Recreation Board meeting Commissioner Snyder expressed great concern over the location of the recently installed handicapped accessible ramp and sidewalk at O’Brien Park, which is directly across from her home. In response to that concern, Andy and I presented an update of similar park improvements done at O’Brien, Kenneth, Kildare and Rossi Parks and provided information as to why the ramp and sidewalk at O’Brien were installed at this location.

Upon hearing Commissioner Snyder’s concern prior to the meeting, staff had members of the Maine-Niles Association of Special Recreation (MNASR) view the street access point at O’Brien. They followed up with a letter that is attached. Staff also asked the Chief of Police to assess the location of the walk relative to safety. He didn’t see an additional safety concern with this access point.

Acting Chairperson Lovering asked that the commissioners go to O’Brien Park to view the street access point and return to the November meeting to discuss. Commissioner Snyder submitted the photos that follow the MNASR letter.

At the November Board meeting Commissioner Snyder made a motion to replace the fence at O’Brien Park, which would require individuals with disabilities to either turn right or left once entering off the street to enter the park versus providing access directly into the playground. The motion was seconded by Commissioner Bass. Discussion ensued and the group directed staff to gather more information before they vote. Specifically, staff was asked to work with Police to determine the speed on the street

adjacent to the entrance and the number of tickets given at that location. Commissioners Snyder and Bass agreed to table the motion until the next meeting.

Staff will present the findings at the meeting along with the information that has been presented at the last two meetings. If anyone would like to visit the park with staff or discuss this further before the meeting on Tuesday, please let me know.



Maine-Niles Association of Special Recreation

*Join us as we transform life's
challenges into opportunities.*

6820 W. Dempster Street, Morton Grove, IL 60053 • Phone: 847-966-5522 Fax: 847-966-8340 TTY: 847-966-8897

October 3, 2012

Ms. Jan Hincapie, Director
Lincolnwood Parks and Recreation Department
Lincolnwood, IL 60712

Dear Ms. Hincapie,

Thank you for inviting us to view the newly-installed handicapped accessible ramp at O'Brien Park. Upon observation we found the following:

1. The location of the ramp was appropriate. It will allow handicapped access from the street directly into the playground.
2. As discussed during the ADA inventory process, ramps should be positioned mid-block to allow a handicapped individual with a wheelchair to exit their car in their chair away from the congestion of the intersection.
3. The ramp into the playground should be directed toward an open area of the structure. In other words, keep it away from where kids are coming down a slide or ladder.
4. When this structure is replaced in future years, we recommend moving it approximately 2-4 feet away from the ramp to allow more room for the chair exiting the ramp.
5. We also recommend adding woodchips to the site as soon as you are able to elevate the playing surface.

Regarding your recollection of our discussions during the ADA inventory process, you are correct. We said that ideally, all parks should have street access with an ADA ramp. While ramps at the corner provide access, it is not a safe access to the park for a person in a wheelchair who is exiting their vehicle.

During the ADA inventory process your staff learned to inventory parks under our tutelage. While street access wasn't mentioned for every park and the location wasn't recommended in the study, it was our hope that this access could be provided as funds became available. It is great news that you were able to work with Public Works and do this as part of their sidewalk replacement program. Please let me know if you have further questions or concerns as you continue to take action to make your parks more accessible to people with disabilities.

Sincerely,

Suzanne M. Bear
Executive Director

An Extension of:

Des Plaines Park District • Golf-Maine Park District • Morton Grove Park District • Niles Park District • Park Ridge Recreation & Park District • Skokie Park District • Village of Lincolnwood

Request For Board Action

REFERRED TO BOARD: December 18, 2012

AGENDA ITEM NO:

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Consideration of a Recommendation of the Park and Recreation board to Adopt a Resolution to Award a Bid for the Removal, Purchase and Installation of Playground Equipment for Springfield Park in the Amount of \$61,784 to Hacienda Landscaping.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

During the 2005-2006 fiscal year a Playground Replacement Program was established, as part of the Village capital plan, to replace the aging, outdated playgrounds in the Village parks. So far, Columbia, Kildare, Rossi, Goebelt and Kenneth playgrounds have been replaced.

The existing wooden playground equipment at Springfield Park has been rotting at the footings, while most of the equipment no longer meets the safety standards adopted by the ASTM (American Standard for Testing Materials). Nine site design options were submitted from playground vendors and were presented to the Park Board and participants of Club Kid. Invitations were also sent to the neighborhood surrounding the park. The design that was included in the specifications was the one chosen by all parties.

Springfield Park is located at 3901 Arthur Ave in Lincolnwood. Several companies submitted playground drafts and they were presented to the Park Board during the September 11, 2012 meeting. The design from Play and Park Structures was the idea chosen by the board, attendees, and the Club Kid program participants.

The Invitation to Bid was placed on the website on October 18, 2012 and a bid notice was posted in the Lincolnwood Review on October 25, 2012. Bid packets were sent to ten vendors. On November 9, 2012 the Village received nine bids for the removal, purchase and installation of new playground equipment at Springfield Park. The following matrix summarizes the bids received for the project:

COMPANY	REMOVAL	BENCHES	PURCHASED EQUIP	INSTALLATION	TOTAL BASE BID
Kee Construction #4	\$7,980	\$1,200	\$30,568	\$19,983	\$59,731
Elanar Construction	\$4,800	\$2,480	\$38,800	\$14,400	\$60,480
Hacienda Landscaping	\$4,500	\$1,300	\$41,484	\$14,500	\$61,784
Kee Construction #1	\$7,980	\$1,200	\$37,982	\$21,800	\$68,962
Cunningham Associates	\$5,339	\$3,078.28	\$40,667.96	\$23,921	\$73,006.16
American Parks Co.	\$2,500	\$600	\$62,000	\$18,500	\$74,700
Playworld Preferred	\$10,000	\$3,250	\$46,270	\$27,500	\$86,020
Kee Construction #2	\$7,980	\$1,200	\$61,749	\$34,070	\$104,999
Kee Construction #3	\$7,980	\$1,200	\$63,754	\$35,566	\$108,500

Staff reviewed the bids and found that the two lowest bids did not include the same amount of play stations that the original specifications included. The lowest bid from Kee Construction did meet the specifications. The bid from Elanar Construction was not the specific equipment designed for this project and the price difference was only \$2,053 more than the low bid. Therefore, the lowest responsible bid meeting specifications is from Hacienda Landscaping in the amount of \$61,784.

FINANCIAL IMPACT:

There is \$120,000 budgeted in the Fiscal Year 2012/2013 Parks Maintenance Fund in the Parks and Recreation Department budget.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Bid Documents
3. Draft Minutes of the December 11, 2012 Park and Recreation Board Meeting

RECOMMENDED MOTION:

Motion to approve a Resolution awarding a bid for the Removal, Purchase and Installation of Playground Equipment at Springfield Park in the amount of \$61,784 to Hacienda Landscaping.

VILLAGE OF LINCOLNWOOD

CONTRACT FOR

**SPRINGFIELD PARK PLAYGROUND
REMOVAL AND INSTALLATION**

Bid Opening Date:Friday, November 9, 2012
Bid Opening Time: 10:00 A.M.
Bid Opening Location:.....Lincolnwood Village Hall
Bid Opening Room:Council Chambers
Performance Bond: 100%

Submit bids to:

Andy Thurman
Superintendent of Parks and Facilities
Village of Lincolnwood
6900 N. Lincoln Ave
Lincolnwood, IL 60712
(847) 745-4723

BID PACKAGE

TABLE OF CONTENTS

1.	INVITATION TO BID	1
2.	DEFINED TERMS	1
3.	THE BID PACKAGE	2
4.	INSPECTION AND EXAMINATION	2
5.	BID OPENING	3
6.	BID SECURITY AND INSURANCE	3

VILLAGE OF LINCOLNWOOD
CONTRACT FOR THE CONSTRUCTION OF
SPRINGFIELD PARK PLAYGROUND REMOVAL AND INSTALLATION

INVITATION FOR BIDDER'S PROPOSALS

THE OWNER: Village of Lincolnwood (“*The Owner*”)
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712

1. Invitation to Bid

The Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

The Village of Lincolnwood is seeking a bid to provide removal, purchase and installation of playground equipment in Springfield Park.

The work shall consist of the removal, replacement, construction of new playground equipment and satisfactory disposal of existing playground equipment.

The work is to be completed by **April 1, 2013**. The CONTRACTOR shall complete the work during the specified period of the contract.

The Work shall be performed at the following Work Site:

Springfield Park, 3901 Albion Ave. Lincolnwood, IL 60712

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

The term "VILLAGE" whenever used in the contract documents shall be construed to mean the Village of Lincolnwood.

The term "BIDDER" whenever used in the contract documents shall be construed to mean any

INVITATION

person or firm submitting a proposal to the Village of Lincolnwood or their appointed representatives.

The term "CONTRACTOR" whenever used in the contract documents shall be construed to mean any person or firm having a contract with the VILLAGE for the work so specified or its appointed representative.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of The Owner as listed above. A copy of the Bid Package in making copies of the Bid Package available to prospective Bidders, The Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall then inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's

INVITATION

Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. Bid Opening

The Owner will receive sealed Bidder's Proposals for the Work until **10:00 a.m.**, local time, **November 9, 2012** at the Village of Lincolnwood's Council Chambers located at 6900 N. Lincoln Ave. Lincolnwood, IL , at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. Bid Security and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit in the form of a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to The Owner:

Contract Bid Security Amounts

Amount of Proposal		Security Amount
\$ -	\$ 5000	0 %
\$ 5,001	\$ 10,000	0 %
\$ 10, 001	\$ 50,000	10.0 %
\$ 50, 001	\$ 100,000	5.0 %
\$ 100, 001	\$ 5,000,000	3.0 %

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, The Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, The Owner, upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

**VILLAGE OF LINCOLNWOOD
CONTRACT FOR**

SPRINGFIELD PARK PLAYGROUND REMOVAL AND INSTALLATION

GENERAL INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. INTERPRETATION OF DOCUMENTS INCLUDED IN BID PACKAGE.....	2
2. CALCULATION OF UNIT PRICE PROPOSALS.....	3
3. PREVAILING WAGES	3
4. TAXES AND BENEFITS.....	3
5. PERMITS AND LICENSES	3
6. PREPARATION OF BIDDER'S PROPOSAL	4
7. SIGNATURE REQUIREMENTS.....	4
8. BID SECURITY	5
9. SUBMISSION OF BIDDER'S PROPOSAL	6
10. WITHDRAWAL OF BIDDER'S PROPOSAL.....	6
11. QUALIFICATION OF BIDDERS	6
12. DISQUALIFICATION OF BIDDERS	7
13. AWARD OF CONTRACT.....	7
14. NOTICE OF AWARD; EFFECTIVE DATE OF AWARD	8
15. CLOSING OF CONTRACT.....	8
16. FAILURE TO CLOSE	9

VILLAGE OF LINCOLNWOOD
CONTRACT FOR
SPRINGFIELD PARK PLAYGROUND REMOVAL AND INSTALLATION

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by The Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by The Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. The Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by The Owner (“*Addendum*”). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against The Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to The Owner a written request for an

PROPOSAL

interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

The Owner shall use their best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but they accept no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by Prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of the Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract (when applicable).

4. **Taxes and Benefits**

The Owner are exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. The Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by The Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by The Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package *shall be removed* from the Bid Package *prior to* preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to The Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to The Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefore in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement (both Sealed and Notarized) and the Bidder's Sworn Work History Statement (when applicable) included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by The Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, The Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

PROPOSAL

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by The Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check or Certified Check as specified in the Invitation for Bidder's Proposals ("***Bid Security***"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by The Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract. Bid Bonds will not be accepted.

B. Return of Bid Security. The VILLAGE will hold the Bid Security from the two lowest Bidders until the contract is signed. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by The Owner.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by The Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required

PROPOSAL

documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that The Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that The Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together *with all other required documents*, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidders' Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be visibly marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with The Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal *prior to opening* of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of The Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with The Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until The Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until The Owner affirmatively and in writing rejects such Bidder's Proposal.

11. **Qualification of Bidders**

A. **Factors.** The Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

PROPOSAL

B. Additional Information. The Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects *may also be requested*.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy The Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that The Owner may legally consider in making its determination.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same *or different names* and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to *more than one Bidder* for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidders' Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with The Owner or in the payment of monies due The Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. The Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of The Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be

PROPOSAL

considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, *until the Contract has been executed* by both The Owner and the successful Bidder or until The Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, The Owner may accept any Bidder's Proposal for which the date for acceptance *has been extended* as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of The Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If the Contract is awarded by The Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("***Effective Date of Award***"). The Owner will prepare four copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and *all related documents* shall be executed, submitted and exchanged by The Owner and Bidder ("***Closing***") on, *the tenth day* following the Effective Date of Award or within such extended period as The Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("***Closing Date***").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to The Owner all four copies of the Contract, the Contractor's Certification, and *all other required documentation* related to the Contract on or before the Closing Date; and (2) submit four executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("***Conditions Precedent to Closing***").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, The Owner may, in its sole

PROPOSAL

discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will The Owner execute the Contract until any and all such deficiencies have been cured or The Owner has received adequate assurances, as determined by The Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by The Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to The Owner have been received, The Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender one copy to the successful Bidder at the Closing.

16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, The Owner may accept, and award a Contract based on, any other Bidder's Proposal as The Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

VILLAGE OF LINCOLNWOOD
CONTRACT FOR
SPRINGFIELD PARK PLAYGROUND AND INSTALLATION

BIDDER'S PROPOSAL

Full Name of Bidder _____ (“*Bidder*”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

TO: Village of Lincolnwood (“*The Owner*”)
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda.

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with The Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package (“*Work Site*”) and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the removal, satisfactory disposal and construction of concrete sidewalk and curb from various areas throughout the VILLAGE; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the “Work.”

PROPOSAL

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of The Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("*Price Proposal*"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

UNIT PRICE CONTRACT

COMPLETE TABLE AS INDICATED

B.

	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price</u>
1	Remove existing playground equipment and dispose	1	\$_____
2	Provide and install park benches	2 Each	\$_____
3	Purchase new playground equipment from specification	1	\$_____
4	Install new playground equipment	1	
	LINCOLNWOOD – SPRINGFIELD PARK PLAYGROUND PROJECT	BASE BID	\$_____

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

PROPOSAL

1. *The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are the Owner's estimate only, that The Owner reserve the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;*
2. The Owner are not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to *[dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to]* claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the “**Commencement Date**” set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the “**Completion Date**” set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

PROPOSAL

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with The Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of The Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy The Owner that the Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that The Owner are relying on all warranties, representations and statements made by the Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of _____ dollars ("*Bid Security*").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if The Owner award Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if The Owner award Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that The Owner will sustain by reason of any such failure and, for such reason, The Owner shall have the right, at their option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that The Owner reserve the right to reject any and all Bidder's Proposals, reserve the right to accept or reject any item of any Bidder's Proposal and reserve such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this _____ day of _____, 2012.

ATTEST:

Bidder

By: _____

By: _____

Title: _____

Title: _____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF LINCOLNWOOD
 CONTRACT FOR THE
 2012
 SPRINGFIELD PARK PLAYGROUND REMOVAL AND INSTALLATION**

BIDDER'S SWORN ACKNOWLEDGEMENT

_____ **NAME OF DEPONENT]**
 ("*Deponent*"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of ___/___/___ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

ACKNOWLEDGEMENT

NAME

ADDRESS

3. **Individual**

Bidder is an individual whose full name is _____ whose residence address is and whose business address is _____. If operating under a trade or assumed name said trade or assumed name is as follows: _____ **[TRADE OR ASSUMED NAME]**.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of __/__/__ that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

ACKNOWLEDGEMENT

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ (___)	_____
_____ (___)	_____
_____ (___)	_____

[For each signatory, indicate type of entity (Corporation = “C”; Partnership = “P”; and Individual = “I”) and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this _____ day of _____, 200__.

ATTEST: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

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

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**CONTRACT FOR THE
2012
SPRINGFIELD PARK PLAYGROUND REMOVAL AND INSTALLATION**

BIDDER'S SWORN WORK HISTORY STATEMENT (Only required of new Bidders)

("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: _____

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

_____% Federal	_____% As Contractor	_____% Bidder's Forces
_____% Other Public	_____% As Subcontractor	_____% Subcontractors
_____% Private		_____% Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: _____ years

WORK HISTORY STATEMENT

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
The Owner Name	_____	_____	_____
The Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this _____ day of _____, 20__.

ATTEST: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

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

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS

_____ (*Bidder*), a Principal, hereinafter called the Contractor, and _____

_____ (*Surety Company*)

_____ (*Legal Title*)

hereinafter called the "Surety", are held and firmly bound unto the Village of Lincolnwood, as obligee, hereinafter called the VILLAGE, in the amount of _____ (*written Dollars*) or (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated ___/___/___, entered into a contract with the VILLAGE for the

_____ (*Project*) in accordance with drawings and specifications prepared by the VILLAGE of Lincolnwood, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if the Contractor shall promptly and faithfully perform said Contract, then the obligation of this bond shall be null and void; otherwise, it shall remain in full force and effect.

- A. The Surety hereby waives notice of any alteration of extension of time made by the VILLAGE.
- B. Whenever Contractor shall be and is declared by the VILLAGE to be, in default under the Contract, the VILLAGE having performed the VILLAGE obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 1. Complete the Contract in accordance with its terms and conditions, or
 2. Obtain a bid or bids for submission to the VILLAGE for completing the Contract in accordance with its terms and conditions, and upon determination by the VILLAGE and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the VILLAGE, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price. The term "balance of the Contract Price," as used in this paragraph shall mean the total amount payable by the VILLAGE to Contractor under the Contract and any amendments thereto, less the amount previously paid by the VILLAGE to Contractor. It is the intention of this undertaking that the total cost and expenditure by the VILLAGE shall not exceed the Contract price.

C. No right of action shall accrue to or for the use of any person or corporation other than the VILLAGE named herein or the heirs, executors, administrators or successors of the VILLAGE.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the Principal and Surety shall pay to all persons, firms or corporations having contracts directly with the Principal or with subcontractors, all just claims due them for labor performed or materials furnished in the performance of the Contract on account of which this bond is given.

SIGNED AND SEALED THIS _____ day of _____, 20__, A.D.

IN THE PRESENCE OF:

Witness

(Principal)

Witness

(Title)

SEAL

(Surety)

(Title)

**CONTRACT FOR THE
2012
SPRINGFIELD PARK PLAYGROUND REMOVAL AND INSTALLATION**

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: _____ FROM: Village of Lincolnwood
BIDDER 6900 North Lincoln Avenue
ADDRESS Lincolnwood, IL 60712

("Contractor"

("The Owner")

On the _____ day of _____, 20__, The Owner found to be most favorable to the interests of The Owner the Bidder's Proposal submitted by Contractor and dated on the _____ day of _____, 20__, in which Contractor proposes to contract with The Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the removal and proper disposal of existing playground equipment and purchase and installation of new playground equipment (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

THE OWNER ACCORDINGLY AWARD CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

The Closing will be by mail. The Bidder will mail all signed documents to The Owner provided that all Conditions have been satisfied. Contractor must have complied with all Conditions set forth in Section 15 of the General Instructions to Bidders included in the Bid Package, on or before __/__/__.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies The Owner may have, all as more specifically set forth in Sections 8, 15, and 16 of the General Instructions to Bidders.

DATED this _____ day of _____, 20__.

VILLAGE OF LINCOLNWOOD

By: _____
Timothy C. Wiberg, Village Manager

Appendix A- Specifications

GENERAL

The work shall consist of the removal, replacement, construction of new playground equipment and satisfactory disposal of existing playground equipment.

STANDARD SPECIFICATIONS

The following tasks are included in the base bid:

NOTICE OF BID

I. Instructions to Bidders

1. Bids shall be submitted in a sealed envelope and clearly marked:
ANDY THURMAN, SUPERINTENDENT OF PARKS AND FACILITIES
SEALED BID
SPRINGFIELD PARK PLAYGROUND PROJECT
OPEN OCTOBER 26, 2012
2. Bids will be awarded to the lowest responsible bidder complying with the conditions and specifications presented herein. All bids must include the specified play components and activities as shown on the attached drawings. All prices must be shown on the bid form including alternates. Lincolnwood Park & Recreation reserves the right to reject any or all bids and to waive informalities to serve the best interest of the Village of Lincolnwood. Such decisions shall be final and not subject to recourse.
3. No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum period of sixty (60) days after the date set for the bid opening.
4. Bidder's signature on the Bid Offer Form will be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, sexual harassment, drug free workplace, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.
5. Lincolnwood Parks & Recreation is not subject to Sales Tax, Federal Excise Tax, or Illinois Retailers Occupational Tax.
6. The Contractor is responsible for visiting the site and acquainting himself with all local conditions which will affect the installation. No extras will be accepted. The location the job site is available from the Parks & Recreation Department.

7. All play equipment shall be manufactured by American Parks Company, 117 W. Broadway St., Prosper, TX, 75078. (972) 347-6446 or approved alternate.
8. All play equipment and all play equipment components shall be IPEMA certified. All play equipment shall conform to the ASTM 1487-01 and to the Consumer Product Safe Commission (CPSC) Handbook for Public Playground Safety. Manufacturer certification of compliance must be submitted with the bid.
9. Play equipment warranty shall be minimum 3 years from date of shipment on the entire structure, 15 years on all plastic components, including slides, and tunnels. A 100 year warranty shall be provided by the manufacturer on all aluminum posts, beams, caps and clamps. Complete copy of the manufacturer's warranty must be submitted with the bid.

II. **Scope of Work** The following tasks are included in the base bid:

1. The Contractor shall be responsible for removing and disposing existing playground equipment and all debris and packing materials from the job site. Disposal of existing playground equipment and excavated material will be considered incidental to the contract.
2. Supply and Install new play structure/equipment in accordance with the attached specifications and plans including unloading and storing equipment prior to and during installation.
3. Contactor should save and reuse existing wood chips/sand, inspect and make any appropriate repairs to the drainage of playground area.
4. Contractor shall exercise care so as not to damage existing grass, walks, or other Village property during the performance of its contract. Contractor shall repair or replace any damaged grass or material, should damage occur during construction, this shall be considered incidental contract.

III. **Safety**

Contractor shall fence in the area during construction to prevent citizen use during construction.

IV. **References**

Contractor shall list the names, addresses, and phone numbers of at least five (5) references where work of a similar nature and scope has been performed.

V. **Completion Date**

Project shall be completed as soon as possible but no later than April 1, 2013. A detailed schedule shall be submitted to the Superintendent upon submittal.

General System Specifications:

Manufacturer shall offer the following warranties on the materials and components of its system:

- Lifetime limited warranty on support posts (uprights)
- 15-Year limited warranty on punched steel decks, pipes, rails, loops and rungs
- 15-Year limited warranty on rotationally molded polyethylene components
- Lifetime limited warranty on all hardware

Manufacturer shall be ISO 9001/2000 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-01.

(4) Freestanding Roto Climbers

67950

Rock Duo

Rappelling Rock & Angled Rock:

Shall be 3/8" wall thickness double wall construction, color impregnated linear low density polyethylene and shall conform to the rotationally molded specification outlined herein. All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248,

type 2, call A and Federal specification LP-390C, type 1, class M, grade 2, category 3, Density (ASTM D-1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD)

Bottom Support:

Shall be an all welded construction fabricated from 2" x 2" x 1/4" Hot Rolled Angle. The Formed Plate shall be 1/4" hot rolled flat steel

Climber

Shall be an all welded construction fabricated from 1.66" OD galvanized steel tubing, 1.029" OD galvanized steel tubing. The Climber shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Rappelling Rock Pipe and Angle Rock Pipe"

Shall be an all welded construction fabricated from 1.66" OD galvanized steel tubing and formed plate shall be 1/4" hot rolled steel. The climber shall be coated after fabrication with a custom formula of TGIC polyester powder coating in coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Hardware:

All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment shall be stainless steel yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromated treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. yellow dichromated has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. Stainless steel fasteners shall be button pin in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation.

After curing, the material shall require a minimum of five times the installation torque to remove the fastener.

Manufacturer shall provide special installation tools for pinned fasteners.

(1) Freestanding - Slides

6' Avalanche Slide

Clamps are cast from a 356 high-strength aluminum alloy with a baked on polyester powder-coat finish. Slide footback is fabricated from 1 5/16" O.D. 14-gauge galvanized steel tubing and 1/4" steel plate. Slide supports are fabricated from 1 5/8" O.D. 14-gauge galvanized steel tubing. Handhold assembly is fabricated from 1 5/16" O.D. 14-gauge galvanized tubing. Enclosure is fabricated from 1 5/16" O.D. 14-gauge galvanized tubing, 1" O.D. x .072" 15-gauge galvanized tubing and 1/8" steel mounting tabs. Deck Center Support is fabricated from 2 3/8" O.D. 13-

gauge galvanized steel tubing. Support Rung is fabricated from 1 5/16" O.D. 14-gauge galvanized tubing with 3/8" crimped insert. All metal parts receive a baked-on polyester powder-coat finish after fabrication. Slide Sections, Entrance Section and Visor Hood shall be rotationally molded from an extremely durable double-walled low density polyethylene with (UV) light stabilizers and color molded in. This material complies with STM-D-1248, Type 2, Class A, and Federal specification LP-390C, Type 1, Class M, Grade2, Category 3, and has a minimum 1/4" wall thickness (3/16" for Visor Hood). Steel inserts are molded in to receive fastening bolts. Slide side rails are a minimum 12" high from the inside slide surface, and slide bed-way is designed to have a 20" minimum width. Platform & Steps are all-welded assemblies fabricated from 12 Ga. (.109") thick Steel. Assemblies shall be coated after fabrication with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". The PVC coating shall have a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. Primary hardware is stainless steel.

(1) Freestanding - Other

Scoop Digger

SEAT SUPPORT: Shall be fabricated from 1" X 3" rectangular tubing with 2 3/8" O.D. galvanized pipe underneath seat for ground post and 1 3/8" stainless steel machined rod for arms. The assembly shall be an all-welded construction.

SEAT AND BACKHOE DIGGER: Shall be cast from high tensile strength aluminum.

GROUND POST: Shall be fabricated of 2-3/8" O.D. galvanized pipe with a stainless steel machined top. The assembly shall be an all welded construction.

LEFT ARM: Shall be fabricated from 1-1/16" O.D. galvanized pipe and 1" O.D. DOM tubing in an all-welded construction.

RIGHT ARM: Shall be fabricated from 1-1/16" O.D. galvanized pipe, 1" O.D. DOM tubing and 3/16" H.R. steel formed bracket in an all-welded construction.

HORIZONTAL ARM ASS'Y: Shall be fabricated from 1-1/16" galvanized pipe in an all-welded construction.

FINISH: Shall be a bright powder coat finish.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

NOTE: All moving parts shall have oil impregnated bronze bearings.

NOTE: All weights are based on average comparisons of each part.

SPECIFICATIONS: PLAY AND PARK STRUCTURES has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

(1) Arch Swing Structures

Arch Swing - (5" O.D. Toprail)

Clamps are cast from a 356 high-strength aluminum alloy with a baked-on polyester powder-coated finish. Swing beam is 5" O.D. galvanized steel tubing with a baked on polyester powder-coated finish. Arch posts are formed from 5" O.D., 0.125" wall extruded aluminum tubing as a one-piece arch. Arch posts are coated with a baked on polyester powder-coated finish.

Seat Packages

Strap & Tot Seats

Rights are reserved to discontinue or change specifications without notice.

Bucket Seats shall be fabricated with .020" thick stainless steel inserts covered by a dark green colored EPDM rubber. Fully Enclosed Seats shall be fabricated with .025" thick stainless steel inserts covered by a dark green colored EPDM rubber.

(3) Commercial Belt Seat - an extra piece of fluted rubber at the front and back of seat gives it a cushion bumper.

Freestanding Other

Button Step

(12) BUTTON STEP: The Button Step shall be rotational molded from polyethylene. The polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotational molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D-155); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

MOUNTING POST: Shall be an all welded assembly fabricated of 2.375" O.D. galvanized steel tubing with a wall thickness of .095" and 12 gauge (.109") hot rolled flat steel that is formed. This assembly shall have a powder coat finish.

PLUG: Shall be fabricated of black butyl rubber with a durometer of 60.

HARDWARE: All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hotdip galvanizing.

Park Play Specifications

General System Specifications:

Manufacturer shall offer the following warranties on the materials and components of its system:

- Lifetime limited warranty on support posts (uprights)
- 15-Year limited warranty on punched steel decks, pipes, rails, loops and rungs
- 15-Year limited warranty on rotationally molded polyethylene components
- Lifetime limited warranty on all hardware

Manufacturer shall be ISO 9001/2000 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-01.

Bouncers

(1) Motorcycle Bouncer

Panels: High-density .850" thick extruded solid polyethylene with color molded in and UV-stabilized.

Spring: Free height 13-1/2", 5.75 O.D. steel tempered, powder-coated black.

Handles: Bent from 1" Galvanized Pipe, powder-coated after fabrication.

Bolt Caps: Injection molded polypropylene, UV-stabilized, white in color.

Brackets: Formed from 3/16" x 2" H.R. flat steel, powder-coated black after fabrication.

(1) Truck Bouncer

Panels: High-density .850" thick extruded solid polyethylene with color molded in and UV-stabilized.

Spring: Free height 13-1/2", 5.75 O.D. tempered steel, powder-coated black.

Handles: Bent from solid aluminum rod, powder-coated after fabrication.

Bolt Caps: Injection molded polypropylene, UV-stabilized, white in color.

Brackets: Formed from 3/16" x 2" H.R. flat steel, powder-coated black after fabrication.

Park Play Specifications

General System Specifications:

Manufacturer shall offer the following warranties on the materials and components of its system:

- Lifetime limited warranty on support posts (uprights)
- 15-Year limited warranty on punched steel decks, pipes, rails, loops and rungs
- 15-Year limited warranty on rotationally molded polyethylene components

- Lifetime limited warranty on all hardware
Manufacturer shall be ISO 9001/2000 certified
Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-01.

3 Coated Punched Benches

Punched Steel Bench w/ Back

FRAME: The frames shall be fabricated of 2-3/8" O.D. galvanized pipe.

SEAT AND BACK: The seat shall be punched steel with a plastisol coating.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

NOTE: All weights are based on average comparisons of each part.

SPECIFICATIONS: PARKSTRUCTURES® has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

DuraMax Specifications

General System Specifications:

(11) DuraMax features 3 1/2" O.D. uprights with a high-strength aluminum alloy clamp fastening system finished with a polyester powdercoat

and utilizing stainless steel tabs on component connections. All uprights shall receive factory installed aluminum post caps and

will ship with labels for manufacturer identification.

All decks and components shall connect using the aluminum alloy clamping system. All climbing attachments shall include a 15"

wide deck entry archway to control deck access to one child at a time and help prevent inadvertent falls.

Manufacturer shall offer the following warranties on the materials and components of its system:

- Lifetime limited warranty on support posts (uprights)
- 15-Year limited warranty on punched steel decks, pipes, rails, loops and rungs
- 15-Year limited warranty on rotationally molded polyethylene components
- Lifetime limited warranty on all hardware

Manufacturer shall be ISO 9001/2000 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-01.

General Specifications of Materials

Clamps

All clamps are cast of high-strength 356 aluminum. All clamps are 1-3/4" wide with a minimum wall thickness of 3/8", and are powder-coated to match the post color. Each casting is precision-drilled to receive a 1/4" x 1-3/4" zinc-plated steel hinge pin. The hinging design facilitates installation and ensures a snug fit between clamp and post.

Each clamp is secured in place using a 1/4" x

3/4" aluminum drive rivet to prevent slippage or rotation on the post. Fasteners for clamps are stainless steel 3/8" x 1-1/2" special tamper-resistant pinned bolt with locking patch, and a heavy hex nut, which fits in a recess, cast into the clamp. The pinned head requires a special tool for fastening (provided with each structure), thus ensuring vandal-resistance.

All clamps receiving rungs are drilled and tapped to receive a 3/8" x 3/8" stainless steel cone-point set screw with locking patch, which prevents the rungs from turning or being pulled out. The 1-5/16" O.D. rungs terminate inside the clamp, thereby eliminating the need for end caps. The aluminum alloy used in the casting of clamps shall meet the following mechanical properties:

Ultimate Tensile Strength - 45,000 psi

Yield Strength - 26,000 psi

Shear Strength - 40,000 psi

Elongation - 8 %

Rotationally Molded Plastics

All Rotationally Molded Products are manufactured from linear low-density polyethylene UV-stabilized color and an anti-static compound additive. The tensile strength of this material is to be 2500 PSI as defined by ASTM D638. The typical wall thickness will be .250" (1/4"). All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and

Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness

Temperature (ASTM D-

746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact

(ARM-STD). All solid plastic panels are manufactured from high-density polyethylene. All solid plastic panels shall meet or exceed the following specifications: Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790).

Polyester Powder-Coating Process

Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a six stage bath system with an iron phosphate wash, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 100% at 400 degrees Fahrenheit.

Hardware

All nuts, bolts, and washers, with exceptions noted, shall be 3/8" diameter 18-8 stainless steel in varying lengths, with a vandal-resistant hex-pinned head configuration and factory-applied locking patch. When allowed a 72-hour cure time, the locking patch will prevent the bolt from loosening without at least 4 times the installation torque. Park Structures will supply the special tool required to turn vandal-resistant hardware with each shipment. 1/2" diameter Ramp and Arch Bridge connecting hardware shall be Grade 5 zincplated, and 3/8" Clatter Bridge security bolts shall be Grade 8 hardened and zinc-plated.

Metal Components

(8) Single Seat

The Single Seat shall consist of a 13 1/2" Dia. cast aluminum seat mounted to a 1.66" OD x .083" (14 gauge) pipe (seat arm) via 1/2" set screw. It shall be coated with a custom formula of TGIC polyester powder, after fabrication in conformance with the specifications outlined herein. The seat arm is connected to an upright with a welded mounting tab and upright clamp.

Roto-Molded Components

(4) MaxClimb

SIDE ENTRY ARCHWAY shall be fabricated of 1 5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing with vertical rungs fabricated from 1-1/16" O.D. x 15 gauge (.075" thick) galvanized steel tubing. L-Fitting is fabricated from 3/16" thick hot rolled steel for attachment to clamp. The Entrance Enclosure shall be an all-welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder coating.

CLIMBING WALLS shall be rotationally molded from an extremely durable double-walled low-density polyethylene with (UV) light stabilizers and color molded in. This material complies with STM-D-1248, Type 2, Class A, and Federal specification LP-390C, Type

1, Class M, Grade2, Category 3, and has a minimum 1/4" wall thickness.

SUPPORTS are fabricated from .120 (11 gauge) hot-rolled flat steel, and 2-1/2" X 1-1/2" black steel tubing.

Supports shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

CABLES are 5/8" galvanized wire reinforced cable with a urethane coated polyester cover.

Deck Components

(4) Labyrinth Link

The Labyrinth Link net shall be constructed of 16mm galvanized wire reinforced cable with a urethane coated polyester cover. The cable clamp assembly shall be formed from 3/16" x 3 1/2" hot rolled flat steel with 1/2" welded tabs. The cable clamp assembly shall be coated with a custom formula of TGIC polyester powder coating.

(Swings) General System Specifications:

SuperMax features 5" O.D. uprights with a high-strength aluminum alloy clamp fastening system finished with a polyester powdercoat. All uprights shall receive factory installed aluminum post caps and will ship with labels for manufacturer identification. All decks and components shall connect using the aluminum alloy clamping system. All climbing attachments shall include a 15" wide deck entry archway to control deck access to one child at a time and help prevent inadvertent falls.

Manufacturer shall offer the following warranties on the materials and components of its system:

- Lifetime limited warranty on support posts (uprights)
- 15-Year limited warranty on punched steel decks, pipes, rails, loops and rungs
- 15-Year limited warranty on rotationally molded polyethylene components
- Lifetime limited warranty on all hardware

Manufacturer shall be ISO 9001/2000 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-01.

General Specifications of Materials

Polyester Powder-Coating Process

Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a six stage bath system with an iron phosphate wash, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 100% at 400 degrees Fahrenheit.

Hardware

All nuts, bolts, and washers, with exceptions noted, shall be 3/8" diameter 18-8 stainless steel in varying lengths, with a vandal-resistant hex-pinned head configuration and factory-applied locking patch. When allowed a 72-hour cure time, the locking patch will prevent the bolt from loosening without at least 4 times the installation torque. Play & Park Structures will supply the special tool required to turn vandal-resistant hardware with each shipment. 1/2" diameter Ramp and Arch Bridge connecting hardware shall be Grade 5 zinc-plated, and 3/8" Clatter Bridge security bolts shall be Grade 8 hardened and zinc-plated.

Plastisol Coating

All metal deck platforms, steps, bridge planks, ramps, kickplates, and chains are plastisol-coated. Each part is chemically washed and completely submerged in a special heat-activated primer and allowed to dry. Parts are then pre-heated and immersed in liquid polyvinyl-chloride (plastisol). The PVC coating shall have a typical thickness of .080" to .120", and a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. Standard color is brown, with optional colors available. The following characteristics apply:

Tensile Strength - 2,800 psi

Elongation - 290 %

Tear Strength - 420 lbs/in

HDPE Components

HDPE Panels

Panels shall be precision cut from a single solid sheet of .750" thick UV-stabilized extruded high-density polyethylene with colors molded in. The material will have a density of 60 lbs/ft³ and a tensile strength of 4400 PSI (30 Mpa) as determined per procedure C of ASTM D1928. All edges shall have radiuses and all corners rounded for safe play.

The Following Pages are for Bidder's Information Only

Signing of agreement will be required after bid award

Agreement does not need to be returned with bid

Bidder will be required to use the Village Contracts – No exceptions

**CONTRACT BETWEEN
VILLAGE OF LINCOLNWOOD**

AND

NAME OF SUCCESSFUL BIDDER

**FOR THE CONTRACT FOR THE
2012
SPRINGFIELD PARK PLAYGROUND REMOVAL AND INSTALLATION**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	1
1.1 PERFORMANCE OF THE WORK	1
1.2 COMMENCEMENT AND COMPLETION DATES	2
1.3 REQUIRED SUBMITTALS	2
1.4 REVIEW AND INTERPRETATION OF CONTRACT PROVISIONS	3
1.5 CONDITIONS AT THE WORK SITE; RECORD DRAWINGS	3
1.6 TECHNICAL ABILITY TO PERFORM	4
1.7 FINANCIAL ABILITY TO PERFORM	4
1.8 TIME	4
1.9 SAFETY AT THE WORK SITE	4
1.10 CLEANLINESS OF THE WORK SITE AND ENVIRONS	5
1.11 DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY	5
1.12 SUBCONTRACTORS AND SUPPLIERS	5
1.13 SIMULTANEOUS WORK BY OTHERS	6
1.14 OCCUPANCY PRIOR TO FINAL PAYMENT	6
1.15 THE OWNER'S RIGHT TO TERMINATE OR SUSPEND WORK FOR CONVENIENCE	6
ARTICLE II	7
2.1 CHANGES	7
2.2 DELAYS	7
ARTICLE III	7
3.1 INSPECTION; TESTING; CORRECTION OF DEFECTS	7
3.2 WARRANTY OF WORK	8
3.3 THE OWNER'S RIGHT TO CORRECT	8
ARTICLE IV	8
4.1 BONDS	8
4.2 INSURANCE	9
4.3 INDEMNIFICATION	9
ARTICLE V	9
5.1 CONTRACT PRICE	9
5.2 TAXES AND BENEFITS	9
5.3 PROGRESS PAYMENTS	10

5.4	FINAL ACCEPTANCE AND FINAL PAYMENT.....	10
5.5	LIENS	11
5.6	DEDUCTIONS.....	11
ARTICLE VI.....		12
6.1	DISPUTE RESOLUTION PROCEDURE	12
6.2	CONTRACTOR'S REMEDIES	12
6.3	THE OWNER'S REMEDIES	13
6.4	THE OWNER'S SPECIAL REMEDY FOR DELAY	14
6.5	TERMINATIONS AND SUSPENSIONS DEEMED FOR CONVENIENCE	14
ARTICLE VII.....		14
7.1	BINDING EFFECT	14
7.2	RELATIONSHIP OF THE PARTIES	15
7.3	NO COLLUSION.....	15
7.4	ASSIGNMENT.....	15
7.5	CONFIDENTIAL INFORMATION.....	15
7.6	NO WAIVER	15
7.7	NO THIRD PARTY BENEFICIARIES.....	16
7.8	NOTICES.....	16
7.9	GOVERNING LAWS	16
7.10	CHANGES IN LAWS	17
7.11	COMPLIANCE WITH LAWS	17
7.12	COMPLIANCE WITH PATENTS	17
7.13	TIME OF THE ESSENCE	18
7.14	CALENDAR DAYS AND TIME	18
7.15	SEVERABILITY	18
7.16	ENTIRE AGREEMENT.....	18
7.17	AMENDMENTS AND MODIFICATIONS.....	18

CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT A1- Schedule of Contract Prices

ATTACHMENT B - Specifications

ATTACHMENT C - List of Drawings

ATTACHMENT D – Special Project Requirements

APPENDIX 1 - Prevailing Wage Ordinance

In consideration of the mutual promises set forth below, the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois, 60712; (*"The Owner"*), and _____ **NAME AND ADDRESS OF SUCCESSFUL BIDDER**, a _____ **TYPE OF ORGANIZATION** (*"Contractor"*), make this Contract as of the _____ day of _____, 2012, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C4, **and the Special Project Requirements attached hereto as Attachment D.**

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of The Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the “Commencement Date” set forth on Attachment A and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “Completion Date” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “Contract Time.”

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to The Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to The Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by The Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“*Required Submittals*”). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on 8-1/2 inch by 11-inch paper. Two blue-line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of The Owner and Contractor.

C. Time of Submission and the Owner's Review. All Required Submittals shall be provided to The Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in the Owner's sole opinion, to permit The Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. The Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by The Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until The Owner have completed review of such submittal with no exception noted. The Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by The Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by The Owner in its sole and absolute discretion.

Contractor shall promptly notify The Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to The Owner, then the subsequent decision of The Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of The Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by The Owner, or is or has been otherwise made available to Contractor by The Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. The Owner assume no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall

establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify The Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by The Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to The Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against The Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to The Owner, repair or replace, to the satisfaction of The Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of The Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by The Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, The Owner. The Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to The Owner, Contractor shall immediately upon notice from The Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the

Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

The Owner shall have the right to perform or have performed such other work, as The Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford The Owner and other contractor's reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

The Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 The Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. The Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which The Owner have or may acquire any interest and to dispose of such property in such manner as may be directed by The Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, The Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to The Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

The Owner shall have the right, by written order executed by The Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time (“**Change Order**”). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by The Owner or any other party and whether avoidable or unavoidable.

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by The Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by The Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by The Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then The Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto The Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to The Owner and assigning said warranty or guaranty to The Owner. Acceptance of any assigned warranties or guaranties by The Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 The Owner's Right to Correct

If, within two business days after The Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then The Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, The Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("**Bonds**"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all

times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, The Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as The Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to The Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to The Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend The Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of The Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

The Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A ("***Contract Price***"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

The Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A (“***Progress Payments***”).

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to The Owner a pay request in the form provided by The Owner (“***Pay Request***”). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. The Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to The Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by The Owner, Contractor shall notify The Owner and request a final inspection (“***Notice of Completion***”). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract (“***Punch List Work***”).

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of The Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, The Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, The Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work (“***Final Acceptance***”).

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to The Owner a properly completed final Pay Request in the form provided by The Owner (“***Final Pay Request***”). The Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract (“***Final Payment***”). Final Payment shall be made not later than 60 days after The Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as

a full and complete release of The Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of The Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of The Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at The Owner's request and in any event prior to Final Payment, furnish to The Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of The Owner, that no lien against the Work or the public funds held by The Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, The Owner shall have the right to retain from any money payable hereunder an amount that The Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of The Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. The Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and The Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where The Owner's interests would thereby be served.

5.6 Deductions

A. The Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of The Owner's other rights or remedies, The Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate The Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which The Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of

merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to The Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of The Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. The Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to The Owner. The Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by The Owner and chargeable to Contractor under this Contract.

ARTICLE VI **DISPUTES AND REMEDIES**

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of The Owner, Contractor may notify The Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by The Owner, without regard to such dispute or objection. Unless Contractor so notifies The Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, The Owner and Contractor agree to engage in good faith negotiations. Within three business days after The Owner's receipt of Contractor's written notice of dispute or objection, a conference between The Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, The Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of The Owner, then it shall, within three business days, give The Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies The Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted The Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If The Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 The Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then The Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. The Owner may require Contractor, within such reasonable time as may be fixed by The Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. The Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by The Owner in connection therewith.
3. The Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. The Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. The Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at The Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to The Owner without any further action being required, but The Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. The Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by The Owner as the result of any Event of Default or as a result of actions taken by The Owner in response to any Event of Default.
8. The Owner may recover any damages suffered by The Owner.

6.4 The Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then The Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of The Owner under Section 1.15 of this Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon The Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between The Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between The Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to The Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to The Owner for all loss or damage that The Owner may suffer thereby, and this Contract shall, at The Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of The Owner, which approval may be withheld in the sole and unfettered discretion of The Owner; provided, however, that The Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. The Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by The Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of The Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by The Owner, nor any order by The Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by The Owner, nor any extension of time granted by The Owner, nor any delay by The Owner in exercising any right under this Contract, nor any other act or omission of The Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of The Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against The Owner or the Contractor.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to The Owner shall be addressed to, and delivered at, the following address:

Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: Manuel Castaneda, Director of Public Work

With a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Steven M. Elrod, Corporation Counsel

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

**[INSERT NAME OF SUCCESSFUL BIDDER]
[INSERT ADDRESS OF SUCCESSFUL BIDDER]**

7.9 Governing Laws

This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of The Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by The Owner or Contractor with respect to this Contract or the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review

by The Owner. If The Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for The Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then The Owner shall have the right to make such substitution, or The Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from The Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time of the Essence

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

7.15 Severability

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

7.16 Entire Agreement

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

7.17 Amendments and Modifications

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

IN WITNESS WHEREOF, The Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

ATTEST:

VILLAGE OF LINCOLNWOOD

By: _____
Beryl Herman, Village Clerk

Timothy C. Wiberg, Village Manager

ATTEST:

VILLAGE OF NORTHFIELD

By: _____
Village Clerk

[INSERT NAME OF EXECUTING OFFICER]

ATTEST:

[INSERT NAME OF SUCCESSFUL BIDDER]

By: _____

By: _____
[NAME OF CONTRACTOR'S EXECUTING OFFICER]

Title: _____

Title: _____
[TITLE OF CONTRACTOR'S EXECUTING OFFICER]

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR'S CERTIFICATION

_____ **EXECUTING OFFICER,**
being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

DATED this _____ day of _____, 20__.

ATTEST:

**[INSERT NAME OF
SUCCESSFUL BIDDER]**

By: _____

By: _____

**[INSERT NAME OF
CONTRACTOR'S EXECUTING
OFFICER]**

Title: _____

Title: **[INSERT TITLE OF
CONTRACTOR'S EXECUTING
OFFICER]**

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

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

[Check applicable boxes and insert required information.]

1. **Project:**

The work shall consist of the removal, purchase, and installation of new playground equipment at Springfield Park, 3901 Albion Ave. Lincolnwood, IL 60712. Proper disposal of existing playground equipment included. Equipment purchased shall be American Parks Company or equivalent

2. **Work Site:**

Springfield Park, 3901 Albion Ave. Lincolnwood, IL 60712

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

4. **Commencement Date:** (Choose One)

_____ days following execution of the Contract by The Owner

_____, 20__

5. **Completion Date:**

_____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

_____, 20__, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverage:**

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$_300,000_ injury-per occurrence

\$_500,000_ disease-per employee

\$_____ disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois Article 107.02.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than **\$1,000,000** for vehicles owned, non-owned, or rented.

All employees shall be included as insured.

C. Comprehensive General Liability with coverage written on an “occurrence” basis and with limits no less than:

(1) General Aggregate: \$_2,000,000_

(2) Bodily Injury:

\$_500,000_ per person

\$_1,000,000_ per occurrence

(3) Property Damage:

\$_1,000,000_ per occurrence, and

\$_2,000,000 aggregate.

(4) Other Coverage:

Coverage's shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

- D. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- E. The Owner as Additional Insured. The Owner shall be named as an Additional Insured on the required policies excluding worker's compensation.

SCHEDULE OF PRICES

7. Progress Payments:

A. General. The Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments, until 50 percent of contract Value of Work is completed. The total amount of Progress Payments made prior to Final Acceptance by The Owner shall not exceed 95 percent of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows (when applicable):

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to The Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to The Owner ("***Breakdown Schedule***"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to The Owner. No payment shall be made for any lump sum item until Contractor has submitted, and The Owner has approved, an acceptable Breakdown Schedule.

The Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to The Owner, The Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on The Owner's determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis the value of such Work shall be determined by The Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by The Owner. The number of units of Unit Price Items stated in the

Schedule of Prices are The Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by The Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and The Owner or between Contractor and any third party.

ATTACHMENT A

SPECIFICATIONS

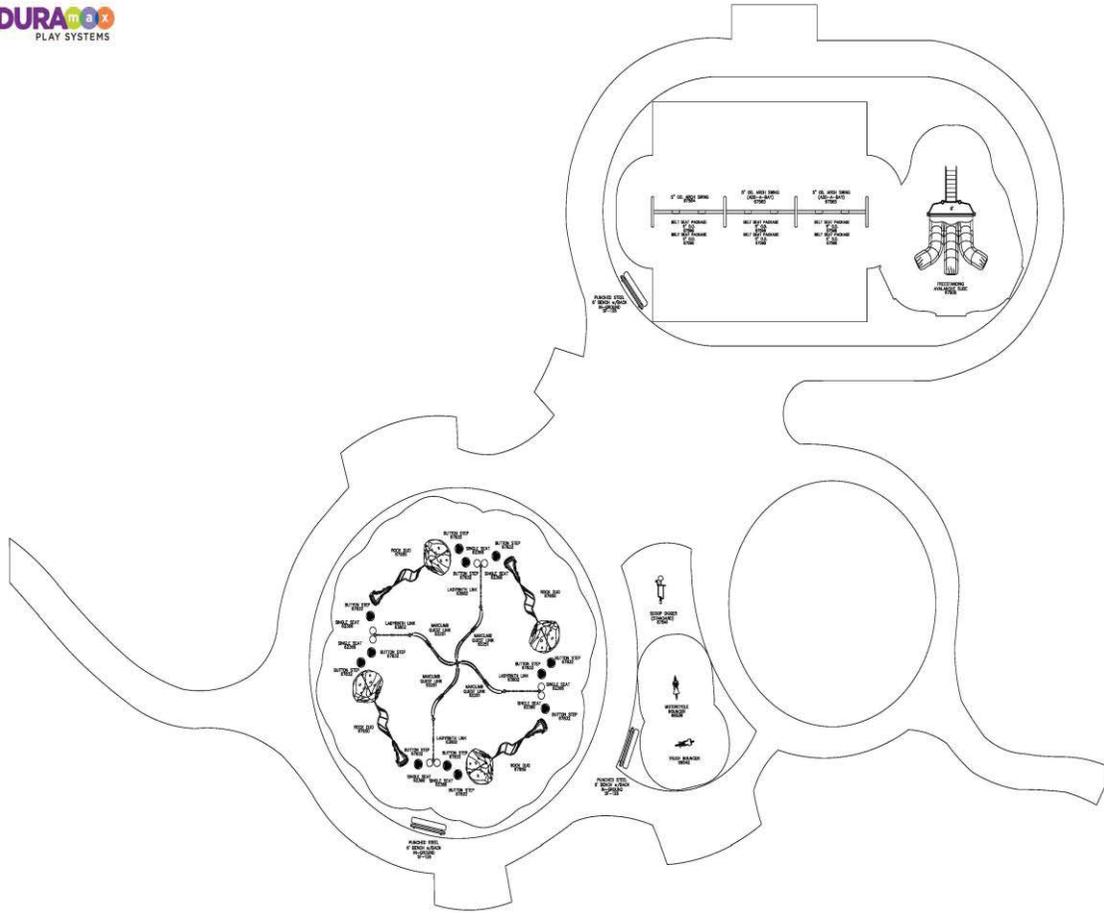
ATTACHMENT C

LIST OF DRAWINGS

[TO BE SUPPLIED BY THE OWNER]

SHEET NOS. SHEET TITLES

**DATE LAST
REVISED**



Springfield Park
Lincolnwood, IL 60712
American Parks Company

This play equipment is recommended for children ages 5-12

Minimum Area Required Per Site
Scale: 5/32" = 1'-0"
This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

Drawn By: Chris Yates
Date: 10/5/12
Drawing Name: 630-66845A

play&park structures
A PLAYCORE COMPANY
401 Chestnut St., Ste. 310
Chattanooga, TN 37402
800-727-1907
www.playandpark.com



ATTACHMENT D

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, and on weekdays between 6:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 7:00 a.m. or proceed after 12:00 p.m. without specific permission of the Village Engineers.

Exhibit A

Illinois Department of Labor Prevailing Wages for Cook County
April 2012

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2012-1677

**A RESOLUTION DETERMINING THE PREVAILING RATE OF WAGES
IN THE VILLAGE OF LINCOLNWOOD**

WHEREAS, the State of Illinois has enacted the "Prevailing Wage Act," 820 ILCS 130/0.01 *et seq.* ("**Act**"); and

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of Cook County employed in performing construction of public works for the Village; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to adopt this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. ASCERTAINMENT AND APPLICATION OF PREVAILING WAGES. To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of May 2012, a copy of that determination being attached hereto and incorporated herein by reference as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's May 2012 determination and apply to any and all public works construction undertaken by the Village.

SECTION 3. CONTRACTORS' RESPONSIBILITY. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid shall submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Act. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor that certifies that: (A) such records are true and accurate; (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act; and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, the contractor and each subcontractor shall make available for inspection

the records required to be made and kept by the Act: (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents; and (ii) at all reasonable hours at a location within the State.

SECTION 4. DEFINITIONS; APPLICABILITY. The definition of any term appearing in this Resolution that also is used in the Act shall be the same as in the Act. Nothing in this Resolution shall be construed to apply to the general prevailing rate of wages for Cook County, as ascertained pursuant to this Resolution, to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

SECTION 5. POSTING AND INSPECTION. The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect shall be attached to all public works construction contract specifications.

SECTION 6. FILING. The Village Clerk shall promptly file a certified copy of this Resolution with both the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois.

SECTION 7. PUBLICATION. The Village Clerk shall cause a copy of this Resolution to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, and such publication shall constitute notice that this determination is effective and that this is the determination of the Village.

SECTION 8. MAILING UPON REQUEST. The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 9. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 1st day of May, 2012.

AYES: Trustees Patel, Heidtke, Leftakes, Elster, Sprogis-Marohn

NAYS: None

ABSENT: Trustee Swanson

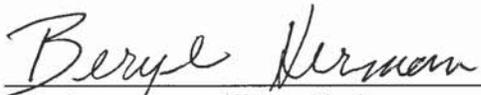
ABSTENTION: None

APPROVED by me this 1st day of May, 2012.



Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
1st day of May, 2012



Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

Cook County Prevailing Wage for May 2012

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN		ALL		32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.920	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER		BLD		38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.200	42.700	2.0	2.0	2.0	12.67	15.61	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	8.380	6.820	0.000	0.430
SHEETMETAL WORKER		BLD		40.560	43.800	1.5	1.5	2.0	9.880	16.54	0.000	0.630

SIGN HANGER	BLD	29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD	39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCK POINTER	BLD	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

Legend:

RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of

material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic

Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including $\frac{3}{4}$ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled;

Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane

markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by

landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



DIRECTOR'S REPORT

December, 2012

Jan Hincapie, Director of Parks and Recreation

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Budget Process

Staff just completed year-end projections for the current fiscal year and are in the process of putting together budget numbers for the 2013-2014 fiscal year. We are also working the capital plan for the next five years. We will use the data gathered during the comprehensive planning process, needs identified in the ADA review and input gathered through the strategic planning process with the board.

Bike Path Update

The Phase I engineering report for the Union Pacific railway was approved by IDOT. We expect approval for the ComEd right-of-way Phase I engineering report by January. We have met with representatives from ComEd on a number of occasions to discuss the lease for the right-of-way and hope to have a draft lease by January. We have had many meetings with American Publishing, the business that leases the land for parking at Lincoln and Jarvis. We will be using the area that previously was used for 19 parking spaces. We are working with ComEd to discuss the cost of the lease for the land and the amount that API's current lease would be decreased to accommodate the path.

We have interviewed and are ready to hire Frank Lorenz, an IDOT approved appraiser within the next couple of months. The Local Agency Agreements and the Engineering Agreements for Phase II of each project will be submitted by December 10, 2012. Approval usually takes 3-6 months, sometimes up to nine months. We can't submit the Acquisition Agreement to purchase the Union Pacific property until we have approval of the Phase II engineering report. Phase II includes the construction drawings for the project to prepare to go to bid. The projects are bid out through IDOT. We supervise the construction, but IDOT pays the contractors. At the end of the project we are billed for our 20% share. We had hoped to construct in late 2013, but I think it will probably be early 2014.

Staff was involved in interviews for the structural engineer for the overpass at Touhy on the future ComEd bike path. Stanley Consultants were hired. The Assistant Director of Public Works will oversee the project.

We have also met with the Village of Skokie regarding the path they are building that will meet our path at Lincoln and Jarvis. They plan to construct in 2014.

Illinois Park and Recreation Association

Recently I was appointed at Chairperson-elect of the Illinois Park and Recreation Board of Directors. Currently I am serving as Chicagoland representative and Secretary. I will serve as Chairman of the Board in the 2014 calendar year. I am very honored to represent our state association in this capacity.

IPR Conference

Staff appreciates the response from the Board regarding the IPR Conference. Andy took care of the registrations. Please make sure he gets a copy of the email that serves as your receipt. This is the back-up required by our Finance Department.

Open Meetings Act training

Please make sure you complete the Open Meetings Act training before December 31, 2012 and provide Carrie Dick of the Administration Office with a copy of your certification.



Superintendent of Recreation Report

Jan Springer, CPRP

December 2012

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Department Communication

- **Facebook**

We've launched a Facebook to increase our following. To date we have a total of 96 likes on our official Facebook page (12/5/2012). The purpose of the campaign is to increase our followings to 100+. As an incentive to follow us on Facebook, one lucky "friend" will be randomly selected after the first of the year to be the lucky recipient of a complimentary 2013 Proesel Park Aquatic Center membership. If you aren't following us, please do!

- **Constant Contact**

We continue to use Constant Contact for surveys and mass email communications. Most recently, we've sent out program surveys for afterschool programs and birthday parties with average return rates. Constant Contact was also used to poll Village employees on whether or not they planned to attend the holiday party that was scheduled for November 30.

- **Website**

I've updated the website adding the winter/spring brochure to all of our pages. I am in the process of updating as many photos as possible to keep the pages clean and fresh. The main page continues to act as our "homepage" with the most current news and information happening within our department.

Social Club

The Senior Holiday Party was held on December 5 with a record number of attendees (60) thanks to a very generous donation by Concentra Primary Care allowing the party to be offered free of charge. This year's event was held at The Skokie Club and featured a luncheon, musical entertainment and raffle. The group included members of the Lincolnwood Social Club as well as non-members. Our goal is to increase membership while providing a free social outlet for area seniors during the holiday season. Everyone left full of holiday spirit, so I'm confident we will see our "new friends" again very soon.

Turkey Trot

Final report will be included in my January report. Below is a breakdown of registration totals for the event.

Event	Active	RecTrac	Race Day Registration	Total
5K	663	192	43	898
10K	489	101	67	657
Fitness Walk	83	95	13	191
Drumstick Dash	45	44	18	107
	1280	432	141	1853



Superintendent's Report

December 2012

Andy Thurman, Superintendent of Parks and Facilities athurman@lwd.org

Turkey Trot

The last month was spent working extremely hard getting our 36th Annual Turkey Trot planned, run, and closed out. With everyone on staff taking their particular roles I think this event was run extremely smooth.

My particular responsibilities included securing the rental equipment. This was coordinated with Indestructo Rental Company for the tables, tents, chairs and heaters, while Service Sanitation provided the portable restrooms.

I assigned all of the bibs and communicated the information to the timing company with the help of Jan Springer and Katie Smith. This was great experience and a lot pressure to make sure everyone matched up with their bib.

On race day I helped direct people where to go and led the 10k race on a bike. It gave me great insight to be on the course. I think this gave us a great advantage to know where the winning runners were at and if there were any course related issues.

Staff did an amazing job from planning to the completion of the event. Everyone took their responsibilities and jumped right in.

Centennial Park

Several trees were planted near the new sign at the corner of McCormick and Touhy. We also just picked up the plaques for the benches near the parking lot. Plans are already in place for events for the summer of 2013.

Touhy Overpass

I had the opportunity to sit in on the interviews for firms presenting their plans for the Touhy Overpass. This gave me a greater idea of the planning and implementation of this project.

Budget

We have completed the process of projecting our 2012/13 budget numbers. We will continue to look at our proposed revenue and expenses for 2013/14 during the month of December.

Softball & Field Usage

The Wednesday night adult fall softball league ended on November 14, with a playoff tournament. The teams had a great time and enjoyed their season.

We will offer a coed recreational softball league next summer. We hope to have four teams sign up and get a new program off the ground.

Below is a chart showing the field lighting usage in Proesel Park:

Light Usage by User Group:	
User Group	Total Auto Hours Usage
4 security lights	348.48
Parks and Recreation Softball	23.5
Soccer Rentals	4.38
Total for Village of Lincolnwood	376.36

Park Inspections

Please see attached report



Community Center Program Supervisor Report

Katie Smith

December 2012

ksmith@lwd.org

Community Center Rental Report

Updates are still happening at the Community Center! Fresh paint has covered up fingers prints on the columns in the small room. We have bright “new” floors in the lobby and bathrooms with cleaned grout and a fresh coat of sealant. The difference in the feel of the facility when you walk in is truly amazing - a big thank you to Public Works for all of their hard work in sprucing up these two areas in the Community Center this month.

December is a quiet month at the Community Center. We currently have six rentals booked in the large room and two in the small room. We are excited to be host to Rabbi Moshe and Mayor Turry on December 12 for a community Hanukkah party.

Club Kid/School's Out

This December we are offering Winter Break Escapes during the District 74 holiday break. We have fun field trips planned to summer camp favorites; Sunshine Arts and Crafts, LegoLand, and Pump It Up. The program is being offered on the Thursday and Friday of the break weeks. The program will be held out of the Community Center with art projects and group games before and after the trips for a fun-filled day.

American Camp Association Accreditation

The site and facility section will be the next area we will be working on. In this section we are required to show the safety of all of the facilities and equipment used for camp. Here are a few examples of requirements in this section that we need to be able to provide when visited this summer: logs of playground maintenance, proof of safe hazardous material storage, maintenance logs of AED and fire extinguishers. This has been a very interesting project to work on so far, and I am looking forward to learning more with each new section.



Community Outreach Coordinator

Genelle Iocca

December 2012

giocca@lwd.org

Turkey Trot Sponsorships

This year's Turkey Trot included more sponsors than last year. At the premiere finish line location, MB Financial handed out 2,000 granola bars and 2,000 bananas and Concentra Primary Care handed out 2,000 sport bottles. Loeber Motors had a vehicle strategically placed near the finish line, in front of the sponsorship tent and had a representative there to answer questions. Inside the sponsorship tent were two drink sponsors, One Drink (coconut water) and Lifeway Foods (Kefir) with 4,000 drinks available. Lou Malnati's gave away 2,000 cups of soup, and the Parks and Recreation Department had volunteers serve 2,000 slices of pizza. Complimentary massages from Sauganash Wellness, stretching stations from Accelerated Rehabilitation and Swedish Covenant Hospital, and gait analysis from Peak Performance were available. Also available were coupons from Olive Garden, giveaways and information from a variety of sponsors including The North Face, Lincolnwood Chamber of Commerce and Nicor Gas. Activities for children were provided by Children's Care and Development Center. Stewarts Coffee truck and NorthShore University HealthSystem's hot chocolate truck were also on site to offer complimentary refreshments. Starbucks donated fresh pastries for the volunteers, sponsors and staff. Raffles prizes for those that donated food items to the food pantry, included hotel stays from Hampton Inn and Suites, gift cards to restaurants (Taste of Cuba, Monastero's, Chili's, and Outback Steakhouse, and theatre tickets from Gorilla Tango, etc. For the drumstick Dash Chipotle provided tortilla chips, and Haagen Dazs provided coupons for ice cream. Goody bags included coupons from Sports Authority. Many of our community businesses stepped up to support this event and showed Turkey Trot participants what a wonderful village Lincolnwood is!

The following is a list of all the sponsors and levels:

VIP Sponsors

Concentra Primary Care
Lincolnwood Town Center

Diamond Sponsors

Lifeway Foods, Inc.
Lou Malnati's Pizzeria
NorthShore University HealthSystem
Republic Bank

Loeber Motors
MB Financial Bank
One Drink
Stewarts Coffee

Gold Sponsors

Accelerated Rehabilitation Centers
Lincolnwood Chamber of Commerce
Nora Medical Group
Voss Belting and Specialty Co.

Hampton Inn and Suites
Nicor Gas
Swedish Covenant Hospital

Silver Sponsors

Advanced Plastics Corporation
Client First Consulting Group, LLC
Nu Toys Leisure Products
Olympia Group
Sauganash Wellness Center
The North Face

Children's Care and Development Center
Halogen Supply Company
Olive Garden
Peak Performance
Starbucks
Weiss Properties

Donations

Chili's Restaurant
Haagen Dazs
Monastero's Ristorante
Scott Miller DDS
Taste of Cuba

Gorilla Tango
Lululemon
Outback Steakhouse
Sports Authority

Fridays for the Family

On December 7 we will promote Winter Break Escapes to the after school crowd at the mall. By targeting different times of the day, we are better able to reach our target market and be more effective at delivering our message about our programs. In January we will promote Indoor Playground and try to reach parents, caregivers and kids that are at the mall during the daytime hours.

Senior Programming

The senior holiday party was a huge success with over 60 registered attendees. Many of them were new to our program. We are pleased that the free lunch promotion brought in so many people. Sending the press release out and having it picked up by our local media definitely helped us get the word out. Our sponsor, Concentra Primary Care, was very pleased as well with the turnout. We are in discussions about events for the New Year.





Youth Program Coordinator Report

December 2012

Melanie Unterfranz

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Afterschool Programming

Afterschool Athletics

All of the athletic classes are running smoothly. For the next winter session we have increased our maximum from 12 to 16 for basketball class at Rutledge and Todd. Winter registration opened on November 28. To date registration for winter classes is:

- Soc-key - 6
- Sportsmania - 2
- Basketball at Todd - 4
- Basketball at Rutledge - 9

Contractual Classes

The classes ran very smoothly again this session, and we will continue to offer Zumbatomic, Computer Explorers, Tae Kwon Do, Amazing Art, and Chess Wizards.

Special Event Updates

Polar Express – December 1

The Polar Express sold out October 9 with 60 residents and 68 non-residents. The team came together to discuss improvements from last year. Welcome letters were sent to the riders along with Polar Express train tickets that I created. The event was very successful. We hired children's musician Joel Frankel to sing holiday music on one car while the other car worked on letters to Santa and other fun activity pages. We passed out Santa hats and holiday song books as everyone settled in for our journey. Right before we arrived at the "North Pole" (Fox Lake) I read the book, *The Polar Express* to each car over a megaphone and then each child received a bell like in the book with a note from Mr. C. Santa boarded the train at "North Pole" (Fox Lake) and joined us for our journey back home. Each child and family got a chance to visit with Santa and take pictures with him. All of the families had a great time and a mom came to me thanking me on her way off saying, "I went to a Polar Express last year in the city and it was a shell of an event compared to this one."

Parents were very pleased with the experience with one exception. When everyone was waiting to exit the train at the Edgebrook station, the doors did not open and the train pulled away from our station without letting riders off. This was a mistake made by Metra and out of our control. We did our best to assist participants with logistics once they de-boarded at the next stop. An email was sent out immediately apologizing with a follow up letter sent on Monday.

Daddy Daughter Dance – February 1

The Daddy Daughter Dance will again be held at Monastero's Ristorante. New this year, we are offering an early registration discount of \$10 to couples who register before January 18.

Birthday Party Packages

Our first “Super Hero” party will be held later this month. Our guests will create scratch off super hero masks and then play super hero themed games. Super Hero Training, similar to Simon Says and Free the Heroes played similar to Four Corners will be played. Also in December, a Carnival Party is booked. This has been a popular theme that features games and a face painter. All of the new parties and themes are outlined in the Winter/Spring brochure

Turkey Trot/Drumstick Dash

The Drumstick Dash was very successful! We had a total of 108 registered “Dashers” who received goody bags and t-shirts. Children under seven ran 50 yards with our twin turkeys; children seven and older ran 100 yards. Families squeezed in to take pictures of their little athletes at the finish line! As the children completed their race, they received their spinning Drumstick medal!